

**SITE CERTIFICATION AGREEMENT  
BETWEEN**

**THE STATE OF WASHINGTON**

**AND**

**INNERGEX RENEWABLE DEVELOPMENT USA, LLC**



**For the**

**WAUTOMA SOLAR ENERGY PROJECT  
BENTON COUNTY, WASHINGTON  
EXECUTED **MONTH, DAY, YEAR****

**ENERGY FACILITY SITE EVALUATION COUNCIL**

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FOR THE WAUTOMA SOLAR ENERGY PROJECT  
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**Attachments**

1. Appendix 1: Report to the Governor, Recommendation on Application Docket No. 220355
2. Appendix 2: Revised MDNS
3. Appendix 3: Legal Description

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

**between**

**THE STATE OF WASHINGTON**

**and**

**INNERGEX RENEWABLE DEVELOPMENT USA, 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 Innergex Renewable Development USA, LLC (Innergex or Certificate Holder).

Innergex Renewable Development, USA, 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 Benton County, Washington. The Council reviewed Application 220355 and recommended approval of the Revised Final Application dated October 9, 2024, and execution of a draft a Site Certification Agreement by the Governor. On [REDACTED], 202X, the Governor approved the Site Certification Agreement authorizing Innergex Renewable Development, USA, LLC to construct and operate the Wautoma Solar Energy 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) project with an optional battery storage system on 35 parcels of privately owned, leased land in unincorporated Benton County 12.5 miles northeast of city of Sunnyside and one mile south of the State Route (SR) 241 and SR 24 interchange. The project lease boundary will not exceed 5,852 acres.

The solar PV system will consist of a series of solar PV panels mounted on a solar racking system and related electrical equipment. The system includes solar panels, tracker racking system, posts, collector lines, and power conversion systems (PCS), which consists of the Battery Energy Storage System (BESS), inverters, and transformers. The Project will have a combined maximum generating capacity of 470 megawatts alternating current (AC).

The Project also includes the following supporting components: Project substation, overhead 500-kilovolt (kV) generation-tie transmission line (gen-tie line), operations and maintenance (O&M) building, associated project access roads and perimeter fencing. Chain-link fencing will be installed around the perimeter of the solar array, project substation, and O&M building area. The Point of interconnection (POI) is the Bonneville Power Administration (BPA) transmission system at the BPA Wautoma Substation, which is located on BPA federal lands surrounded by the project area. An approximately 0.25-mile-long overhead 500-kV transmission line will extend from the project substation to the POI. The legal description is included in Appendix 3 to this Agreement.

### B. Site Certification

The State of Washington hereby authorizes Innergex and any and all parent companies, and any and all assignees or successors approved by the Council, to construct and/or operate the Wautoma 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 Innergex on June 9, 2022, as amended on August 23, 2024, and October 9, 2024.

This Agreement authorizes the Certificate Holder to construct the Wautoma Solar Energy Project within the terms provided in WAC 463-68-030, which 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 Wautoma Solar Energy Project will consist of the following components:

1. *Solar Photovoltaic System.* The solar PV system will consist of a series solar panels mounted on a solar tracker racking system and related electrical equipment. The system includes solar panels, tracker racking system, posts, collector lines, and PCS, which consists of the DC-coupled BESS, inverters, and transformers.
2. *Solar Panels and Racking Systems.* The solar PV panels, or modules, will be bifacial panels comprised of cells on mono-crystalline, poly-crystalline, cadmium telluride, or a combination therefore, used to generate electricity by converting sunlight into DC electrical energy. The cells are contained within antireflective glass panels and a metal frame and are linked together with factory-installed wire connectors. The row-to-row spacing will be approximately 36 feet (with approximately 15 to 21 feet of open space between adjacent rows). The panels themselves will be approximately 6.6 feet long by 4.1 feet wide and 2 inches thick. Once mounted on the racking system, the highest point of the panels is expected to extend approximately 9 to 14 feet above the ground surface, with an average of approximately 2 to 5 feet of ground clearance below the panels. The maximum number of panels anticipated is approximately 1.3 million.
3. *Direct Current Electrical Collector Lines.* The solar panels produce DC electricity at a low voltage. Within each solar array area, the DC electricity from the panels will be transmitted to one of the power conversion systems distributed throughout the solar array areas via electrical wiring mounted on the racking or buried underground. The underground DC electrical wiring will be installed within trenches approximately 3 feet wide and four feet deep depending upon thermal resistivity studies. In areas with bedrock close to the surface, the collector lines may be housed in above-ground cable trays or covered in concrete slurry.
4. *Power Conversion Systems.* The project layout includes 159 PCSs distributed throughout the solar array areas. Each PCS includes up to five DC-coupled BESS units and a step-up transformer installed on a foundation approximately 50 feet wide by 150 feet in length. A DC-coupled BESS unit is a self-contained and standalone unit that combines a battery system (such as nickel manganese cobalt, nickel cobalt aluminum, lithium-ion, or lithium phosphate), inverter, and controller that can either store electrical energy for future uses, or as required based on grid-demand, convert DC electricity into AC electricity and send the AC electricity to the step-up transformer. Each DC-coupled BESS unit is approximately 11 feet high by 6 feet wide by 30 feet long. The DC-coupled BESS will be positioned in groups of up to five around a single step-up transformer, which is approximately 12 feet high by 11 feet wide by 16 feet long.

An alternative to the 159 PCSs distributed throughout the solar array areas is to design a centralized AC-coupled BESS. Under this option, the BESS units will be placed in an 18–20-acre area located near the project substation. The final design of the PCS system will be reviewed and approved by EFSEC prior to construction.

5. *Alternating Current Medium Voltage Collector Network.* The AC medium-voltage (34.5 kV) collector network will convey the electricity from the medium voltage step-up transformers located at each PCS to the project substation where the electricity will be transformed to 500kV by one or more main power transformer(s) for final distribution to the grid via the project's gen-tie-line. Like the underground DC electric collector lines, the AC medium voltage collector lines will be installed underground within a trench approximately 3 feet wide and 4 feet deep, with final design determined by thermal resistivity studies.

6. *Project Substation.* The project substation will function to further increase the voltage to match the voltage of the BPA transmission system of 500kV. The project substation and associated interconnection infrastructure will include equipment such as free-standing steel switch-rack structures, one or more main power transformer(s) m breakers, power meters, and associated electrical lines.
7. *Overhead Transmission Line.* An approximate 0.25-mile long overhead 500 kV transmission line will extend from the project substation to the point of interconnection with the existing BA transmission system at the BPA Wautoma substation.
8. *Operations and Maintenance Building.* The project will include 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 will be up to 4,500 square feet in size on an approximately 1-acre area including an on-site 10,00 square-foot graveled parking area for employees and visitors (approximately 10 parking spaces) and an open staging area.
9. *Access Roads.* The project will be accessed primarily from SR 241 and Wautoma Road. A new approach from SR 241 will be constructed in the northwest corner of the project. The northern solar array blocks and the POI will be accessed via the existing Wautoma BPA Substation access road.
10. *Fencing and Lighting.* Fencing will be installed around the perimeter(s) of the six identified areas of solar arrays for general security purposes and public safety. The fence will be a 7-foot-tall chain-link fence, or other fence meeting the requirements of the NEC. Fencing around the substation will extend to the ground and will be topped by barbed wire consistent with the fencing around the existing BPA substation. Solar array perimeter fencing will be designed to have an average gap between the bottom of the fence and the ground surface of 4 inches and will not be topped with barbed wire.
11. *Temporary Laydown Areas.* Six temporary laydown (i.e., staging) areas (approximately 5 acres each) will be established within the fenced solar array areas.

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 the 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 Final Application for Site Certification, designated No. 220355, submitted by Innergex on June 9, 2022, as amended on August 23, 2024, and October 9, 2024.
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. “Commence 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 Innergex Renewable Development, USA, LLC, any and all parent company(s), or an assignee or successor in interest authorized by the Council.
7. “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.
8. “County” means Benton County, Washington.
9. “DAHP” means the Washington State Department of Archaeology and Historic Preservation.
10. “Ecology” means the Washington State Department of Ecology.
11. “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.
12. “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.
13. “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.
14. “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.
15. “NPDES Permit” means National Pollutant Discharge Elimination System permit.
16. “Project Footprint” means that portion of the Project Site within the 5,852-acres where the facility infrastructure is planned to be located, as described in greater detail in Section 2.A.2 of the ASC.
17. “RCW” means the Revised Code of Washington.
18. “Revised MDNS” means the Revised Mitigated Determination of Non-Significance issued on June 14, 2024, by EFSEC.

19. “Site,” or “Project Site,” means the land on which the Wautoma Solar Energy Project is to be constructed and operated.
20. “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.
21. “State” or “state” means the State of Washington.
22. “TAC” means Technical Advisory Committee.
23. “WAC” means the Washington Administrative Code.
24. “Wautoma Solar Energy Project” or “Project” means those Wautoma 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.
25. “WDFW” means the Washington Department of Fish and Wildlife.
26. “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 14, 2024, 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, Olympia, 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 Innergex Renewable Development USA, LLC, 3636 Nobel Drive, Suite 260, San Diego, CA 92122 c/o Laura O'Neill, Environmental Manager.

### **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.F 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. The fact that such replacements increase the generating capacity of the facility above 470 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 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 sixty (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 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.

### **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 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. 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 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.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 Revised MDNS during operations.

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

#### **H. 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 (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 EFSEC prior to implementation.

#### **I. 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.

#### **J. 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.

#### **K. 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 to comply with RCW 27.53.
2. The Certificate Holder shall adhere to the proposed 100-foot buffers around identified site 45BN02212. Should work need to occur within these boundaries, or any sites newly discovered during construction activities, the Certificate Holder shall obtain all necessary DAHP permits and perform all necessary archaeological work to comply with RCW 27.53 prior to disturbing the site.
3. If ground disturbing activities are to occur in the vicinity of the above identified sites, a Cultural and Archaeological Resources Monitoring and Mitigation Plan is required to be developed in accordance with item 4 below.
4. 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.
5. 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.

#### **L. 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.

#### **M. 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.

#### **N. 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.

#### **O. 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.

#### **P. Utilities**

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

#### **Q. 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.

#### **R. 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 Benton 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.

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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.
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 Benton 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.

## **K. Technical Advisory Committee**

The Certificate Holder, in consultation with EFSEC, shall establish a Technical Advisory Committee (TAC) as defined in the RMDNS. The TAC will provide advice on adaptive management and the development of any additional mitigation measures beyond those listed in this SCA. The ultimate authority to require implementation of additional mitigation measures, including any recommended by the TAC shall reside with EFSEC. The TAC shall be established prior to Project operation.

No later than ninety (90) days prior to the beginning of construction, the Certificate Holder shall contact the agencies and organizations identified in the Revised MDNS 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. The Certificate Holder shall also 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.

No later than sixty (60) days prior to the beginning of construction, the Certificate Holder shall convene the first meeting of the TAC. 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.



## **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.

### **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.

1. The Plan shall include, but shall not be limited to, the following elements:
2. Controlling access to the site by any visitors, contractors, vendors, or suppliers.
3. Installing security lighting and fencing; and securing access to solar panels, pad transformers, pad-mounted switch panels and other outdoor facilities.
4. 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. Neighboring Land Uses**

Benton County is a "Right to Farm" County, codified in Benton County Code 14.05. 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.

## **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.

### **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 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. 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.  
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 would 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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

FOR THE STATE OF WASHINGTON

\_\_\_\_\_  
Jay Inslee,  
Governor

FOR INNERGEX RENEWABLE DEVELOPMENT USA LLC

\_\_\_\_\_  
Colleen Giroux, Vice President Corporate Relations & Environment  
Innergex Renewable Development USA, LLC

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

In the Matter of:

Innergex Renewable Development USA,  
LLC,

Wautoma Solar Energy Project  
Applicant

Application Docket No. EF-220355

REPORT TO THE GOVERNOR ON APPLICATION DOCKET NO. EF-220355

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## **I. Executive Summary**

### **A. Application**

Innergex Renewable Energy, USA, LLC (Innergex or Applicant) has applied under the Energy Facility Site Locations Act, RCW 80.50, for site certification to construct and operate the Wautoma Solar Energy Facility (Project or Facility) in unincorporated, northwest Benton County. Innergex proposes a 470 MW solar photovoltaic (PV) facility that would include a 470 MW battery energy storage system (BESS). The Project would interconnect with the Bonneville Power Administration (BPA) transmission system.

### **B. Recommendation**

The Energy Facility Site Evaluation Council (EFSEC or Council) recommends the Governor approve the Wautoma Solar Energy Project. The Council also recommends that certain conditions be imposed if the application is approved, as detailed in this recommendation.

The Council carefully considered: (1) the policies set forth in RCW 80.50.010 regarding the need for abundant clean energy sources to meet the state's greenhouse gas reduction goals 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; (2) public comments; (3) the record, findings and conclusions of the Council's adjudicative order; (4) the agency's State Environmental Policy Act review and mitigated determination of nonsignificance; (5) the issues raised during staff-level coordination with affected federally recognized tribes; and (6) 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 set forth in the accompanying draft Site Certification Agreement (SCA) are reasonable methods to minimize the adverse impacts of the proposed Project on the environment and to consider the broad interests of the public including affected tribes. The Council finds that with the recommended mitigation measures, the proposed Project meets the requirements of applicable law and comports with the policies and intent of Chapter 80.50 RCW.

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

### **A. Innergex Renewable Energy and the Wautoma Solar Energy Facility**

The Application: Innergex filed its application for site certification for the Project on June 9, 2022, and amended it on August 23, 2024, and October 9, 2024.

The Applicant is a wholly owned subsidiary of Innergex Renewable Energy Inc., headquartered in Longueuil, Canada. Innergex operates 4,328 MW of gross installed capacity from its 88 facilities in Canada, the United States, France, and Chile. Its expertise is in hydroelectricity, wind power, solar energy, and energy storage.

The Project: The Facility is proposed to be located approximately 12.5 miles north of the city of Sunnyside and one mile south of the intersection of State Routes 241 and 24 in unincorporated northwest Benton County. It would be located on 35 privately owned, leased parcels of agriculturally zoned land known as Robert's Ranch. The leased boundary encompasses 5,852 acres. The lands are currently used for sheep grazing with limited crop cultivation.

The Application seeks authority to generate up to 470 MW of solar PV energy from approximately 1.3 million solar panels. A 470 MW battery energy storage system, along with ancillary equipment, is included in the project. The facility would connect to the on-site, BPA owned, Wautoma Substation, via a .25-mile overhead transmission line. The Project footprint will be 2,974 acres.

## **B. The Council and the Application review Process**

EFSEC is an agency of the State of Washington established under RCW 80.50.010. One of the EFSEC Council's responsibilities is to review applications from private developers for authorization to construct and operate specified energy facilities, including alternative energy resource facilities that choose to apply for certification under RCW 80.50.060(1)(b). After reviewing the application and receiving information from the public, other agencies, and affected Tribes, the Council develops a recommendation for the Governor on whether to approve the application, and if so, on what conditions. If the Council recommends approval, it provides a draft site certification agreement that includes its recommended conditions for signature by the Governor and the applicant. In developing a recommendation, the Council's mandate is to balance the need for abundant energy at a reasonable cost with the broad interests of the public. RCW 80.50.010; see also WAC 463-47-110.

Council representatives participating in this process 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); Paul Gonseth, Washington State Department of Transportation (WSDOT); and Dave Sharp, Benton County. Administrative Law Judge, Dan Gerrard, was appointed by the Office of Administrative Hearings, through an interagency agreement with EFSEC, to facilitate the adjudicative process.

The Council's review of Innergex's application for site certification consisted of multiple separate and distinct procedural steps. A detailed summary of the activities associated with each step is provided below.

## **C. Informational Public Hearing**

EFSEC must conduct an informational public hearing in the County of the proposed project not later than sixty days following the receipt of an application.<sup>1</sup> This hearing shall consist of a

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<sup>1</sup> RCW 80.50.090(1), WAC 463-26-025.

presentation of the proposed project by the applicant, and the general public shall be afforded an opportunity to provide written or oral comments.<sup>2</sup>

Consistent with this requirement, the Council conducted an informational public hearing on August 8, 2022, in Benton County. Pursuant to RCW 80.50.090(1) and WAC 436-26-025, the Applicant and EFSEC staff gave presentations about the Project proposal and EFSEC application review process, respectively. 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 15 oral comments during the informational public hearing and an additional 17 written comments. The comments included both support and opposition to the Project. Comments expressed concern for wildlife, shrub-steppe habitat, zoning, agricultural lands, traffic, visual impacts, waste disposal, the EFSEC review process, and economic opportunities.

#### **D. Land Use Consistency Hearing**

Subsequent to the informational public 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.<sup>3</sup>

The Council held a Land Use Consistency hearing on August 8, 2022, 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.<sup>4</sup> Information was provided by both the Applicant and the County during this hearing. The Council determined the Project to be inconsistent with Benton County land use plans and zoning ordinances in effect as of June 9, 2022, the filing date of the application<sup>5</sup>.

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

The Council must comply with State Environmental Policy Act (SEPA), Chapter 43.21C RCW, which requires consideration of probable significant adverse environmental impacts of certain government actions, including approval or denial of an application to site an energy facility, and possible mitigation. EFSEC SEPA rules are set out in Chapter 463-47-WAC. The Council's responsible SEPA official is the EFSEC Director.<sup>6</sup> If the Council's SEPA official finds that any adverse environmental impacts can be mitigated to nonsignificant levels, they may issue a mitigated determination of non-significance.

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<sup>2</sup> WAC 463- 26-025.

<sup>3</sup> RCW 80.50.090(2); see also WAC 463-26-110.

<sup>4</sup> RCW 80.50.090, WAC 463-14-030.

<sup>5</sup> [EFSEC Order 886](#)

<sup>6</sup> WAC 463-47-051.

On May 24, 2024, EFSEC's Director, Sonia Bumpus, issued a Mitigated Determination of Nonsignificance (MDNS) followed by a 14-day public comment period. On June 14, 2024, EFSEC finalized its SEPA threshold determination with minimal changes to the MDNS. All mitigation measures identified in the Revised MDNS (RMDNS) have been included within the draft Site Certification Agreement.<sup>7</sup> Director Bumpus determined these measures can reduce all identified project impacts to a level of nonsignificance.

## **F. Tribal Engagement**

Consistent with RCW 80.50.060(8), EFSEC seeks ways to avoid, minimize, or mitigate any adverse effects on tribal resources and rights and aims to include methods for increased protection of tribal cultural resources, archaeological sites, and sacred sites in its recommended conditions for energy facility siting. EFSEC recognizes that the Wautoma Solar project is located within the traditional territories of the Confederated Tribes and Bands of the Yakama Nation (Yakama Nation) and the Wanapum Tribe, with periodic use of the area from the Nez Perce and Confederated Tribes of the Umatilla Indian Reservation as well.

RCW 80.50.060(8) requires EFSEC to provide early and meaningful participation and 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.

Following the receipt of the Application for Site Certification on June 9, 2022, EFSEC notified affected tribal governments and provided directions for application review on July 18, 2022. Government-to-government consultation is distinct from the required regulatory public comment periods and staff-level engagement. For this Wautoma Solar Project, in response to EFSEC's invitation, neither the Yakama Nation nor other recognized Tribes requested formal government-to-government consultations; rather, technical-level staff coordination occurred. Feedback from the Yakama Nation Cultural Resource Program (CRP) staff was considered during the development of the mitigation measures identified in the Revised MDNS. EFSEC provided continued notifications to affected tribal governments throughout the process, including notices of public meetings, the land use consistency hearing, and the SEPA comment period.

The Department of Archeological and Historic Preservation's (DAHP) predictive model for cultural resources identified areas as having potential for cultural resources. EFSEC, DAHP, and Yakama Nation CRP staff engaged in coordination and technical level review. Yakama Nation CRP staff provided comments regarding the cultural resource surveys. Feedback from Yakama Nation CRP staff was considered into the SEPA threshold determination and issuance of the RMDNS. In their technical review of the applicant's cultural resources survey and in review of the project overall, Yakama Nation CRP staff requested full avoidance of precontact archaeological resources.

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<sup>7</sup> See Wautoma RMDNS, dated June 14, 2024.

The following mitigation measures included in the RMDNS, the ASC, and/or the draft SCA address some of the mitigation requests<sup>8</sup> presented by Yakama Nation CRP:

- If a site identified as being avoided within the Wautoma Project Boundary Area is going to be altered during construction or operations, the Applicant must consult with DAHP, any concerned Tribes, and EFSEC. An archaeological excavation permit through DAHP is required prior to any alteration.
- Prior to the start of construction, the applicant must submit to EFSEC a Concurrence Letter from DAHP stating approval of the revised Cultural Resources Survey Reports.
- Prior to the start of construction, the Applicant must submit updated Unanticipated Discovery plans outlining steps taken to avoid precontact archaeological resources, including avoidance mechanisms proposed in the initial cultural resource reports. These plans must be developed in coordination with EFSEC, DAHP, and the Yakama Nation.
- Mitigation discussions must be ongoing once site impacts are fully assessed by EFSEC, the Yakama Nation, and DAHP. These discussions should occur on a case-by-case basis and include both the Yakama Nation and DAHP.

## **G. Adjudicative Proceeding**

The Council's adjudicative process, its participants, and the Council's findings and conclusions regarding the contested issues are set out in detail in the Adjudicative Order, Order No. 896, Attachment 1 to this Recommendation.<sup>9</sup>

The Adjudicative Order, pursuant to RCW 34.05.461(4), confined its scope to two issues: (1) whether the Council should recommend that the state preempt, for the site, Benton County's zoning ordinances prohibiting major solar facilities on agricultural land, and (2) if so, what conditions the Council should include in a draft certification agreement to consider the purposes of the preempted ordinances.

Based on legal arguments and testimony presented by the Applicant and Benton County and public comments presented in the adjudication, the Council determined that it was appropriate to recommend preemption of Benton County's zoning ordinances as to the proposed Facility. The Council also determined that the conditions included in the Revised MDNS for decommissioning, gravel use, soil monitoring, and soil management sufficiently consider the purposes of the preempted Benton County zoning provisions that would be affected by the construction and operation of the Facility.

RCW 80.50.110 grants the Governor the authority to preempt state and local laws governing the regulation of energy facilities. This authority was upheld by *Residents Opposed to Kittitas Turbines v. EFSEC*, 165 Wn.2d 275, 197 P.3d 1153 (2008), and subsequently with *Friends of the Columbia Gorge, Inc. and Save our Scenic Area vs. Energy Facility Site Evaluation Council and Governor Gregoire, et. al.*, 178 Wash.2d 320 (2013) No. 88089-1, when the Court affirmed not only the Governor's authority to preempt local land use provisions but also unequivocally agreed

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<sup>8</sup> Yakama Nation CRP requested more mitigation for potential impacts to traditional cultural places and cumulative impacts than was incorporated. Please see the RMDNS and the associated staff memo for more detail on the EFSEC Director's reasoning for not including all Yakama Nation CRP's requests.

<sup>9</sup> See Attachment 1, Order 892.

the Energy Facility Site Location Act (EFSLA – RCW 8.50) supersedes the Growth Management Act (GMA – RCW 36.70A). The Department of Commerce, the agency charged with administering the GMA, itself concluded that its regulations should accommodate situations where the state has explicitly preempted all local land use regulations, as for example, in the siting of major energy facilities under RCW 80.50.110. WAC 365-195-745(1).

### **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 the 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 greenhouse gas emissions reduction requirements include a statewide 45 percent reduction by 2030, 70 percent reduction by 2040, and 95 percent reduction by 2050.<sup>10</sup> The Climate Commitment Act contemplates that meeting Washington’s climate goals will require coordinated, comprehensive, and multisectoral implementation of policies, programs, and laws.<sup>11</sup> 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. It is amid this broader policy context, that 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.

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<sup>10</sup> RCW 70A.45.020(1)(a)(ii)–(iv).

<sup>11</sup> RCW 70A.65.005(2).



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.

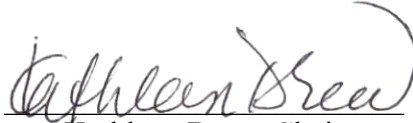
#### **IV. CONCLUSION AND RECOMMENDATION**

The Council has considered the application for site certification, the adjudicative record, the RMDNS, the public comments, and staff coordination with Yakama Nation staff. As a result of this review, the Council finds that the Project should be approved as conditioned. The Council is persuaded that the Project presents no significant impacts to wildlife movement corridors, shrub-steppe habitat, agricultural lands, visual aesthetics, archaeological and architectural resources, traditional cultural properties, and water resources among other factors

The record before the Council supports the decision to recommend approval, subject to the restrictions and other mitigations, and protective measures identified in the SCA, RMDNS, and ASC. These elements will, in the Council's judgement, 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.

## Signatures

### WASHINGTON ENERGY FACILITY SITE EVALUATION COUNCIL



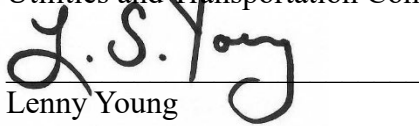
Kathleen Drew, Chair



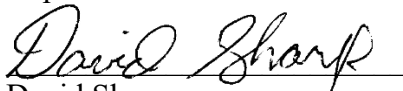
Elizabeth Osborne  
Department of Commerce



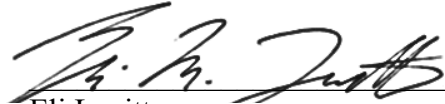
Stacey Brewster  
Utilities and Transportation Commission




Lenny Young  
Department of Natural Resources



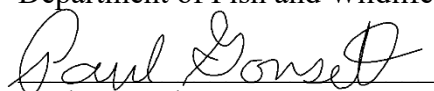
David Sharp  
Benton County



Eli Levitt  
Department of Ecology



Mike Livingston  
Department of Fish and Wildlife



Paul Gonseth  
Department of Transportation

**NOTICE TO PARTIES:** In accordance with WAC 463-30-335, administrative relief may be available through a petition for reconsideration of the Recommendation Package to the Governor. The Council requires requests for reconsideration to address all of the filing party's concerns raised by the Recommendation Package in a single petition. Petitions for reconsideration must be filed within 20 days of the service of this Order and the Recommendation Package to the Governor. If any such petition for reconsideration is filed timely, the deadline for answers is fourteen days after the date of service of each such petition. The formatting of petitions for reconsideration shall be governed by WAC 463-30-120 and shall be limited to 50 pages.



STATE OF WASHINGTON

## ENERGY FACILITY SITE EVALUATION COUNCIL

PO Box 43172 • Olympia, Washington 98504-3172

**REVISED MITIGATED DETERMINATION OF NONSIGNIFICANCE**

Pursuant to Chapter 463-47 WAC and WAC 197-11-350

For the Wautoma Solar Project

**Date of Issuance:** June 14, 2024**Lead Agency:** Washington Energy Facility Site Evaluation Council (EFSEC)**SEPA Responsible Official:** Sonia Bumpus, [sonia.bumpus@efsec.wa.gov](mailto:sonia.bumpus@efsec.wa.gov), 360-664-1363**Agency Contact:** Ami Hafkemeyer, [ami.hafkemeyer@efsec.wa.gov](mailto:ami.hafkemeyer@efsec.wa.gov), 360-664-1305**Agency File Number:** EFSEC Docket No. EF-220355

**Description of Proposal:** The Wautoma Solar Energy Project (Project) is a 470 megawatt (MW) solar photovoltaic facility, including a battery energy storage system (BESS). The project is proposed by Innergex Renewable Development USA, LLC (IRD), (Applicant). The Project Lease Boundary spans 5,852 acres of privately owned land. Within the Lease Boundary, the Project Area would occur on 4,573 acres. All construction and operational activities would occur within the Project Area. Within the Project Area, fencing would enclose 2,974 acres. The fenced area would encompass all Project components. Components at the facility include:

- Solar modules
- Tracker Racking System
- Posts
- Underground and above ground cabling
- Inverters and transformers
- Collector lines
- Project substation
- Operations and maintenance buildings
- Access and service roads
- Fences
- Gates and security lighting
- 0.25 mile-long overhead 500-kilovolt (kV0) generation-tie transmission line
- BESS capable of storing 470 MW

The Wautoma Solar Project would interconnect with the Bonneville Power Administration (BPA) transmission system at the BPA Wautoma Substation, which is located on BPA federal lands surrounded by Project Area. A 0.25 mile-long overhead 500 kV generation-tie transmission line would extend from the Project substation to the BPA Wautoma substation.

**Location of Proposal:** The Project is located approximately 12.5 miles northeast of the City of Sunnyside and 1 mile south of the interchange between SR 241 and SR 24 in unincorporated Benton County, WA. See Attachment 2. *Figure A-10: Wautoma Solar Transportation Routes.*

**Applicant:** Innergex Renewable Development USA, LLC  
 3636 Nobel Drive, Suite 260  
 San Diego, CA 92122

**SEPA Threshold Determination:** EFSEC has issued a Mitigated Determination of Non-Significance (MDNS) under WAC 197-11-350 based on a determination that the enclosed mitigating conditions, along with required compliance with applicable county, state, and federal regulations and permit requirements would mitigate any significant adverse impacts on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This determination was made after review of the application and other information on file with the lead agency and existing regulations applicable to the proposal (see attached memo from EFSEC staff). The Environmental Review and Staff Recommendation, and the Application for Site Certification (ASC) are available at the EFSEC website: <https://www.efsec.wa.gov/energy-facilities/wautoma-solar-project>.

**Mitigating Conditions:**

<b>Resource</b>	<b>Impact</b>	<b>Mitigation</b>
<b>Earth</b>	Geotechnical Engineering	The Applicant would prepare a Final Geotechnical Engineering Report prior to the Project’s final design, which may include updated commitments. If any Applicant-proposed commitments are added, removed, or changed as a result of the Final Geotechnical Engineering Report, EFSEC would be required to review and approve the alterations prior to the start of construction.
	Erosion	To limit erosion and disturbance of natural soil profiles, soil disturbance would be postponed when soils are excessively wet, such as following a precipitation event.
<b>Air</b>	Dust Emissions	Limit traffic speeds on unpaved areas to 15 mph, rather than the Applicant-proposed 25-mph limit. This mitigation measure would reduce the anticipated fugitive dust emissions associated with the Project.
<b>Water</b>	Quality – Ephemeral Streams	If the US Army Corps of Engineers determines the ephemeral streams are non-federally regulated waters, an Administrative Order would be needed if details showed the project would not meet the State’s water quality standards. Additional mitigation would be imposed if needed to replace any of the features’ functions and values.
	Quality – Wetland Buffers	The Applicant would prepare a Wetland Buffer Planting Plan and a Wetland Buffer Mitigation Plan that would be provided to WDOE and EFSEC for review and approval prior to the start of construction.
	Quality – Spill Prevention Control	The Applicant has committed to the preparation of a Construction Spill Prevention Control and Countermeasure (SPCC) Plan and Operations SPCC Plan

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	<p>to reduce the likelihood of an accidental release of a hazardous or regulated liquid and expedite the response to and remediation of the release should one occur. These Plans are to be completed and submitted to EFSEC for review prior to the start of construction. These Plans are to include a requirement that spill response equipment be stored in all Project vehicles (not to include personal vehicles) accessing the site during construction, operation, and decommissioning. Additionally, these Plans are to include a requirement that an oil pan be placed beneath heavy equipment when stored or not in regular use on site.</p>
Quality – Employee Training	<p>An employee training plan is to be included as part of the SPCC Plans. For the duration of the Project, employees and workers on site would receive appropriate training according to the employee training plan to ensure that any spills are reported and responded to in an appropriate manner. This would include training on the use of spill response equipment and 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.</p>
Quality – Ephemeral and Intermittent Streams	<p>Project construction and decommissioning would be minimized during rainy periods and heavy rain—in particular, work near ephemeral or intermittent streams.</p>
Quantity – Water Source	<p>Prior to the start of construction, the Applicant would provide an executed agreement and/or permit to EFSEC that identifies the source and quantity of water intended to be supplied to the Project for construction and operation.</p>
Quantity – Drought	<p>During periods of drought conditions or water shortage, as declared by any state or local government agency, water use would be minimized or postponed where possible or additional alternate off-site water supplies would be identified.</p>
Quantity – Water Rights	<p>The Applicant would ensure that water rights held by the landowner in relation to irrigated farmlands within the Project Boundary are maintained and returned to the landowner following Project decommissioning. These rights can be retained either by meeting identified minimum water usage rates on an annual basis or by placement of the rights within a trust for the duration of the Project. This would be documented and provided to EFSEC prior to the start of operations.</p>

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<b>Plants</b>	Vegetation and Weed Management Plan	<p>Prior to the start of construction the Applicant would prepare a Vegetation and Weed Management Plan to be reviewed by WDFW and WDOE and approved by EFSEC which is to include the following mitigation measures, though further mitigation may be imposed as necessary:</p> <ul style="list-style-type: none"> <li>• a list of species under consideration for seeding in areas where passive revegetation is unsuccessful, a description of the Applicant’s herbicide and/or pesticide plans, including a commitment to prohibit the use of any herbicides or pesticides restricted by WAC 16-230-600 and 16-230-800,</li> <li>• information on the proposed management for the “green strips” that would be used in the Project Area, and</li> <li>• measures for controlling the establishment or spread of invasive and weed species, and other related topics.</li> </ul>
	Restoration Plan	<p>The Applicant would create a Detailed Site Restoration Plan (DSRP), as required by WAC 463-72-050, that would include a description of revegetation to be undertaken during decommissioning. The DSRP would be prepared and submitted for approval by EFSEC for final revegetation prior to Project decommissioning for the temporary and permanent disturbance areas, including modified habitat. The DSRP would be a living document. It would include the methods, success criteria, monitoring, and reporting for revegetation at the end of the Project life. It would also include monitoring of the area for at least five years following decommissioning of the Project, provisions for adaptive management and would be updated based on any lessons learned from implementing the Revegetation Plan created for the temporary disturbance from Project construction.</p>
	Technical Advisory Committee	<p>The Applicant, in consultation with EFSEC, would establish a Technical Advisory Committee (TAC) prior to the start of construction. The TAC may be composed of representatives from the Washington Department of Ecology, Washington Department of Fish and Wildlife, Washington Department of Agriculture, local interest groups, not-for-profit groups, and landowners and would be responsible for reviewing and providing technical advice on documents, reports, and data produced by the Applicant in relation to management of wildlife, habitat, and prime farmland. The TAC would also provide direction on adaptive management throughout the life of</p>

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the Project. The TAC would be responsible for, at minimum:

- Providing input to, and review of, Project wildlife and habitat management plans (i.e. Vegetation and Weed Management Plan, Detailed Site Restoration Plan, Wildlife Habitat Management and Mitigation Plan, etc.)
- Reviewing and providing advice to EFSEC on the final Project design following finalization of the micro-siting plan
- Advising on the monitoring of mitigation effectiveness and reviewing monitoring reports
- Advising on thresholds to be applied to the Project that would trigger the need for additional mitigation measures to reduce Project impacts to the desired level
- Advising on new or expanded mitigation measures that would be implemented at EFSEC's directive as adaptive management to ensure mitigation success thresholds are reached
- Advising on mitigation measures that can be removed or replaced based on new information (i.e. hydroseeding being unnecessary when native vegetation naturally recruits to the site)

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Monitoring

The Applicant's Vegetation and Weed Management Plan would include a commitment to, within 60 days of Project completion, create an as-built report that documents the amount of modified habitat, temporary disturbances, and permanent impacts associated with the Project. Vegetation monitoring of modified habitat would be conducted annually for a minimum of three years, though EFSEC may, under advisement from the TAC, elect to extend this monitoring period. The TAC would review these monitoring reports for progress in meeting measurable success criteria for revegetation and recommend remedial management actions if success criteria are not being reached. At the end of the revegetation monitoring period, areas of modified habitat and temporary disturbance that have met the established success criteria would be eligible for offset by the Applicant at the respective ratios. EFSEC may impose additional mitigation requirements for areas that have not met the success criteria after the end of the revegetation monitoring period, potentially including offset requirements.

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	Trees	Construction would avoid removing or disturbing trees within the Project Lease Boundary. Disturbance to trees includes any disturbance, including topping, within the drip-line of the tree (i.e., the area from the edge of the outermost branches), which preserves an intact root system. Disturbance within the drip-line of the tree should be avoided as this can lead to tree mortality. The avoidance area within the drip-line of trees in work areas should be delineated using snow fencing or similar measure to improve the visibility of avoidance zones. Trees cannot be removed without pre-approval. Where tree disturbance cannot be avoided by the Project (e.g., near transmission lines), the number and location of the trees would be provided to EFSEC, along with a statement justifying why avoidance cannot be achieved, and a mitigation plan. The mitigation plan would include replanting trees at a 3:1 ratio within the Lease Boundary to maintain the diversity of habitat structures provided by trees and would require approval by EFSEC prior to proceeding.
	Special Status Plant Species	The environmental orientation provided to workers on site would include information on special status plant species. This would include diagnostic characteristics, suitable habitat descriptions, and photos of special status plant species with potential to occur within the Lease Boundary. A protocol would be established for any chance find by workers, who would notify supervisory staff on site prior to proceeding with work. Work within proximity to any chance find would not proceed until the supervisory staff have informed the environmental monitor and the monitor has approved the resumption of normal work activities.
<b>Animals and Habitat</b>	Habitat Management and Mitigation Plan	Prior to the start of construction, a Final Wildlife Habitat Management and Mitigation Plan would be developed in coordination with WDFW and EFSEC, as described in the ASC, to include considerations of any potential additional mitigation as identified by WDFW or other micro-siting options that may be feasible to further reduce the impact to habitat connectivity. Among micro-siting options, the Applicant would consider if incremental expansion of Project wildlife corridors is practicable through intra-site relocation of solar arrays.
	Shrub-steppe	For the purposes of impact assessment and compensatory mitigation, all burned and recovering shrub-steppe habitat should be mapped and considered as shrub-steppe, rather than as eastside (interior) grass.



Habitat Mitigation	<p>The Applicant would prepare a Final Wildlife Habitat Management and Mitigation Plan prior to Project construction, which may identify additional impacts to Priority Habitats. All impacts to Priority Habitats and rabbitbrush shrubland would be mitigated for at the following ratios:</p> <ul style="list-style-type: none"> <li>• Eastside (interior) grass <ul style="list-style-type: none"> <li>○ 1:1 for permanent impacts</li> <li>○ 0.5:1 for altered habitat impacts</li> <li>○ 0.1:1 for temporary impacts</li> </ul> </li> <li>• Shrub-steppe <ul style="list-style-type: none"> <li>○ 2:1 for permanent impacts</li> <li>○ 2:1 for altered habitat impacts</li> <li>○ 1:1 for temporary impacts</li> </ul> </li> <li>• Rabbitbrush shrubland <ul style="list-style-type: none"> <li>○ 2:1 for permanent impacts</li> <li>○ 2:1 for altered habitat impacts</li> <li>○ 1:1 for temporary impacts</li> </ul> </li> </ul>
Trash Containers	All trash containers would be wildlife resistant.
Pesticides	The Applicant would avoid the use of pesticides, including rodenticides, during Project construction and operation. If the use of pesticides is required, the Applicant would develop a management plan for submission to and approval by EFSEC that describes how the Applicant would avoid and/or otherwise minimize potential impacts on wildlife, including all potentially impacted special status species.
Sensitive Area Flagging	The Applicant would limit construction disturbance by identifying sensitive areas on mapping and flagging any sensitive areas including wildlife features, such as wildlife colonies, active nests, dens, and wetlands in the field. The Applicant would conduct ongoing environmental monitoring during construction to ensure that flagged areas are avoided.
Mortality Management	The Applicant would maintain a database of identified wildlife carcasses found within the Project area, especially on or along roadways and wildlife corridors, through construction and operation as part of the operational procedures. The Applicant and the TAC would review mortalities annually and propose additional mitigation for areas under the control of the Applicant with frequent mortalities or wildlife crossing observations. Additional mitigation measures may include, but are not limited to, speed control, signage, temporary road closures (e.g., during migration periods), or fencing changes.

	Bird Breeding	Vegetation clearing and grubbing would avoid local bird breeding periods, when feasible, to reduce potential destruction or disturbance of nesting birds. If avoidance of this period is not feasible, additional mitigation measures, such as pre-construction surveys for and buffering of active bird nests, would be undertaken.
	Movement Corridors	The Applicant would locate Project components, including roads and powerlines, outside of identified movement corridors to the extent feasible. Rationale would be provided to EFSEC for siting components within movement corridors, and a Corridor Mitigation Plan would be required that describes: <ul style="list-style-type: none"> <li>• Extent of direct and indirect habitat impact within the movement corridor</li> <li>• Proposed measures to be implemented to reduce potential impacts on movement corridors (e.g., habitat enhancements to promote continued use of corridors)</li> <li>• Proposed features to accommodate wildlife movement for linear Project components (e.g., roads, powerlines)</li> <li>• Proposed restoration in movement corridors following Project decommissioning</li> </ul>
	Roadway Removal	All roadways constructed for the Project during the construction and operation phases would be removed and restored during decommissioning. The Applicant would provide EFSEC with rationale and propose additional mitigation measures for EFSEC review and approval if roadways are not decommissioned post-operation.
<b>Energy and Natural Resources</b>	High-Efficiency Fixtures	The Applicant would install high-efficiency electrical fixtures and appliances in the O&M facility, BESSs, and substations to reduce energy needs for the Project's operations stage.
	High-Efficiency Lighting	The Applicant would install high-efficiency security lighting to reduce energy needs for the Project's operations stage.
	Foundation Removal	The Applicant would remove all concrete foundations associated with the Project to a level of no less than 3 feet below the surface of the ground, unless some portions of the foundations are requested to be maintained by the landowner.
	Decommissioning	To retrieve as much of the natural resources used in construction and operation of the Project as possible, the Applicant would demolish and remove all Project-related equipment and facilities from the Lease Boundary upon Project decommissioning. The Applicant would recycle

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		all components of the Project that have the potential to be used as raw materials in commercial or industrial applications. For any Project components that the Applicant deems non-recyclable, the rationale for that determination shall be presented to EFSEC for approval prior to the disposal of the components. If the Applicant intends to leave any portion of the facility, including concrete foundations, they must submit a request to EFSEC in an update to their decommissioning plan.
<b>Environmental Health</b>	Site Assessment	The Applicant would prepare a Phase 1 Environmental Site Assessment prior to Project construction, which may identify site contamination. If evidence of potential contamination is found within the Project area, the Applicant would perform a Phase 2 Environmental Site Assessment and consult with EFSEC to identify potential additional mitigation measures.
	Green Strip Firebreak	The Applicant will work with the landowner, local fire management districts, WDFW, and EFSEC to construct and maintain one or more green strips within the Project Lease Boundary or vicinity to reduce the risk of spread of wildfire unless another more effective measure is identified during this coordination. The Applicant would work with WDFW and EFSEC to determine an appropriate width, linear distance, and seed mix for the green strips.
	Artificial Water Source	The Applicant would locate an artificial water source outside of the fenced project area to provide a water source for helicopter fire suppression.
<b>Land and Shoreline Use</b>	Site Restoration Plan	Prior to decommissioning, the Applicant would submit a Detailed Site Restoration Plan, per WAC 463-72-050, for restoring the site to its preconstruction character. This would assist in preventing conversion of a land use that is not in alignment with the Lease Boundary's current designation (Growth Management Act Agricultural District). The Applicant would be responsible for working with landowners to return all agricultural land to its preconstruction status. If future site conditions or land ownership no longer allows for the land to be returned to agricultural production, the Applicant would submit a request to EFSEC for an alternative land use that would be in alignment with the Lease Boundary's preconstruction rural character and resource value. If the Detailed Site Restoration Plan requests an alternative land use, EFSEC may require that the Applicant provide additional mitigation to offset impacts from a permanent conversion of the land.

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Soil Monitoring	<p>The Applicant would develop a Soil Monitoring Plan for the 690 acres of prime farmlands to be impacted prior to the start of construction which would be provided to EFSEC, the Washington Department of Agriculture, and Washington Department of Fish and Wildlife for review and approval. This Plan would last for the duration of the Project's life with a baseline soil test conducted within the fall season immediately prior to the start of construction on the impacted prime farmlands, annual fall season testing for the first 5 years following the completion of construction, and testing once every 5 years following the initial 5-year period (i.e., Years 10, 15, 20, etc.). With the understanding that specific testing methods and criteria may be modified by the TAC as appropriate, the soil monitoring should include, at a minimum, measurements for the following soil traits and characteristics:</p> <ul style="list-style-type: none"> <li>• Compaction</li> <li>• Topsoil depth</li> <li>• Water-holding capacity</li> <li>• Organic carbon content</li> <li>• Organic matter</li> <li>• Nutrient content</li> <li>• pH levels</li> <li>• Productivity</li> <li>• Structure</li> </ul>
Gravel Use	<p>The use of gravel on prime farmlands would be reduced to the greatest extent feasible, with justification for its use presented to EFSEC for approval prior to the start of construction. If gravel must be used on areas designated as prime farmland, EFSEC may require additional relevant mitigation.</p>
Soil Adaptive Management	<p>The TAC would review the results of the soil testing, provide adaptive management guidance, and recommend mitigation to EFSEC to ensure that the impacts of soil cracking, compaction, and nutrient loss are minimized to the extent that the Applicant can completely recover the prime farmlands to their pre-Project production capacity following decommissioning. The form of mitigations imposed by EFSEC would be dependent on the site conditions, but can include, among other measures:</p> <ul style="list-style-type: none"> <li>• Periodic grazing and/or mowing</li> <li>• Water dispersal events</li> <li>• Conservation tilling</li> </ul>

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- Application of soil amendments, nutrients, or minerals
- Seedings or plantings to reinforce natural revegetation

<b>Socioeconomics</b>	Decommissioning Housing Analysis	Prior to decommissioning, the Applicant would provide a new housing analysis that would include up-to-date housing information to determine if current socioeconomic analysis and Project impacts on housing are appropriate or if additional mitigation is needed to address temporary housing availability.
<b>Noise and Vibration</b>	Laydown Yards	Avoid laydown and equipment storage/parking areas closer than 2,500 feet from the nearest noise sensitive receptor (NSR) location. These laydown and storage areas would have more noise sources for longer periods of time than other areas; therefore, setting these locations further from NSR locations would limit the sound level and the duration that such equipment can impact an NSR.
	Daytime Hours	Limit large, noise-generating equipment activities, such as earth-moving equipment, cranes, and trucks to daytime hours (between 7 a.m. and 10 p.m.) and limit the loudest and most impulsive pieces of construction equipment and activities, such as pile-driver operations and blasting, to typical working hours only: 7 a.m. to 6 p.m., Monday through Saturday. Nighttime operations should be atypical.
	Nighttime Hours	Monitor noise during nighttime operations (between 10 p.m. and 7 a.m.), when operations have the potential to impact Class A NSRs to ensure that operations do not exceed state noise limits. When nighttime operations do not have the potential to exceed state noise levels, monitoring would not be required.
	Public Reporting	Set up a “noise hot line” or other form of communication that the public could use to report any undesirable noise conditions associated with the Project, with the ability to log the date and time of a complaint and complainants receiving a contact attempt within 24 hours. This line of communication would be maintained through construction and for at least the first year of Project operation, with all complaints and resolutions shared with the EFSEC Council during the Project’s monthly updates.
	Noise Monitoring	Perform noise monitoring during operations, at a frequency and at locations identified in coordination with EFSEC for the first 180 days of operation. Noise monitoring results would be adjusted appropriately for extraordinary weather events (e.g. high wind, rain, etc.)

		that significantly influence noise levels. Additional mitigation (e.g., noise barriers, etc.) and subsequent noise monitoring would be required if the facilities are receiving and documenting ongoing substantiated noise complaints and/or operational noise levels exceed maximum permissible noise levels as indicated in WAC 173-60-040.
<b>Visual Aesthetics</b>	Vegetation Removal	Avoid complete removal of vegetation beneath solar arrays during construction, where possible, to reduce contrast between the exposed soil and adjacent undisturbed areas during project operation.
	Opaque Fencing	Unless an alternative contractual agreement has been made with the owner of such a property, opaque fencing to directly screen views of the solar arrays where sited within 150 feet of viewpoints (i.e. public roadways) or residences. To allow the proposed fencing to blend into the setting, color-treat the opaque fencing material to minimize color contrast with the existing landscape.
	BESS Design	To the extent practicable, design BESS to blend with the adjacent agricultural character, including selecting materials and paint colors to reduce contrast with the existing setting. By mimicking design characteristics of agricultural structures in the area, the BESS facilities would appear consistent with the area's agricultural setting, including the overall visual scale of those existing structures.
	Transmission Structures	Choose the type of proposed transmission structure (H-frame or monopole) to best match the adjacent transmission lines and to minimize visual clutter from the introduction of different structure types into the landscape, which would result in increased visual contrast.
<b>Recreation</b>	Hunting	<p>The Project area is located within District 4 (which includes the Blackrock Valley hunting grounds), which has high quality hunting opportunities. To mitigate the impacts to access and use of the Blackrock Valley hunting grounds by the Project, the applicant would develop a Recreational Hunting Access Management Plan in coordination with WDFW prior to construction which would include:</p> <ul style="list-style-type: none"> <li>• A map of the allowed hunting areas and access points during construction and operation</li> <li>• Allowed access times</li> <li>• Types of games and hunting seasons</li> </ul>

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		<ul style="list-style-type: none"> <li>• Identification of potential health and safety risks to hunters during Project construction, operation, and decommissioning</li> <li>• Appropriate mitigation measures such as scheduling and planning construction activities with the aim of minimizing conflicts with important hunting seasons as much as practicable</li> <li>• Engagement procedures with key stakeholders such as WDFW, guided hunting outfitters, and recreational hunters</li> </ul>
<b>Historic and Cultural Resources</b>	Tribal Engagement	Maintain ongoing engagement with affected Tribes to facilitate identification, location, quantification, and mitigation recommendations to EFSEC regarding potential impacts to TCPs. Tribal review of site/engineering plans could provide input to guide design and avoidance without confidential disclosure of sensitive locations. This engagement should also include opportunities to evaluate the effectiveness of any implemented mitigation measures throughout the Project’s lifecycle. Appropriate mitigation measures that the Tribes may recommend to EFSEC could include (but are not limited to) the demarcation of “no-go,” culturally sensitive areas to be avoided by contractors through Project redesign, refinement, or maintenance of safe access by Tribes.
	Ongoing Discussions	The Draft Inadvertent Discovery Plan must be finalized and approved by EFSEC prior to construction. Mitigation discussions would be ongoing once site impacts are fully assessed by EFSEC, affected Tribes, and DAHP. These discussions would occur on a case by case basis for any case where additional archaeological resources or historic properties are identified during construction and include affected Tribes and DAHP as described in the Inadvertent Discovery Plan.
	TCPs	As the Applicant further refines the Project layout, they anticipate that reduction and/or relocation of panels is likely as part of micrositing. Pending ongoing engagement with the Yakama Nation to reduce visual impacts and physical encroachment on an identified TCP landform, there must be a reduction in the total panel footprint within Benton County Assessor Parcels 13324000000000 and 132241000002000 unless effective alternate mitigation is identified to address these impacts. The exact scale of the reduction would be determined during the micrositing process, but all reductions and/or relocations must first come from these

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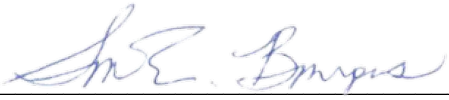
		identified parcels. EFSEC will be responsible for the determination whether a proposed panel footprint reduction or alternate mitigation will be effective in addressing these TCP impacts.
<b>Transportation</b>	Train Crossings	To mitigate for potential collisions at train crossings, the Applicant should work with WSDOT and Operation Lifesaver to provide train safety presentations to relevant Project employees and contractors to increase knowledge regarding train safety, including train track crossings. The Applicant should establish procedures to be followed if the load should become lodged at a rail crossing and would review the emergency contact numbers for each crossing.
	Decommissioning Traffic Analysis	To ensure that no changes have occurred since the traffic analysis originally provided prior to construction, a third-party engineer would provide a traffic analysis prior to decommissioning. The traffic analysis would evaluate all modes of transportation (e.g., waterways, rail, roads, etc.) used for the movement of people and materials during decommissioning via the haul route(s) in Washington State.
	Decommissioning	The analysis of impacts from decommissioning is based on existing laws and regulations at the time when the ASC was submitted to EFSEC. To ensure that no changes have occurred to laws and regulations used in this analysis, the Applicant should consult with WSDOT, Benton County, and Yakima County on the development of a decommissioning-stage Traffic and Safety Management Plan prior to 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 provide mitigation or countermeasures where appropriate. The analysis would review impacts from decommissioning traffic and be submitted to WSDOT for review and comment prior to decommissioning activities.
<b>Utilities and Waste Management</b>	Water Rights	Prior to construction, an approved source of water with enough legally available (approximately 80,000 gallons/day) water to supply the needed amount for construction would be identified and confirmed via a contract or certificate of availability, whether that be an existing on-site well with a valid water right, off-site sources with existing water rights, or some combination of the two.
	Water Cistern	The Applicant would install a 10,000-gallon water cistern to store water for potential fire suppression needs.





**Public Comment:** A 14-day public comment period for the MDNS was provided. Comments on this MDNS and the environmental impacts of this proposal were submitted between May 20, 2024 and June 3, 2024.

**Responsible Official:** Sonia Bumpus, EFSEC Executive Director, [sonia.bumpus@efsec.wa.gov](mailto:sonia.bumpus@efsec.wa.gov), (360)664-1363

Signature  Date 6/14/2024  
(electronic signature or name of signor is sufficient)

Attachment:

1. May 20, 2024 Environmental Review and Staff Recommendation
2. Figure A-10: Wautoma Solar Transportation Routes
3. June 14, 2024 Supplemental Staff Memo Post SEPA Comment Period

**PROJECT LEASE BOUNDARY LANDOWNER LIST WITH LEGAL  
DESCRIPTIONS**

**Table 1-1. Project Lease Boundary – Landowner List with Legal Descriptions Source:**

Parcel Number <sup>1/</sup>	Owner	Acres	Affected Lands
119241012749001	Ford, Robert and Marilyn		SHORT PLAT #2749; LOT 1; 9/3/2003; AF#03-043722. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2749, RECORDS OF BENTON, WASHINGTON.
119243000001001	Wautoma Energy LLC		THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 24 EAST, W.M. EXCEPT THAT PORTION OF GOVERNMENT LOT 4 (SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19 DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID
119244000001001	Wautoma Energy LLC		SECTION 19 TOWNSHIP 12 RANGE 24 DEFINED AS FOLLOWS: THE EAST 200 FEET OF THE EAST ONE/HALF OF THE SOUTHEAST QUARTER 3/9/77 EXCEPT THE EAST 46 FEET OF THE SOUTH 519.37 FEET OF THE SE 1/4 AND EXCEPT THE EAST 76 FEET OF THE SOUTH 654.85 FEET OF THE SE 1/4
119244000001002	Wautoma Energy LLC		SECTION 19 TOWNSHIP 12 RANGE 24 DAF: THE EAST 76 FEET OF THE SOUTH 654.85 FEET OF THE SE 1/4 AND THE WEST 124 FEET OF THE EAST 200 FEET OF THE SOUTH 60 FEET AND LESS ANY PORTIONS LYING WITHIN LOTS 1, 2 & 3 OF SHORT PLAY #1787.
119244000002000	Wautoma Energy LLC		SECTION 19 TOWNSHIP 12 NORTH RANGE 24: THE EAST ONE/HALF OF THE SOUTHEAST QUARTER, EXCEPT THE EAST 200 FEET THEREOF. RESTRICTIVE COVENANT 3-19-79.
120241000001000	Wautoma Energy LLC		Section 20 Township 12 Range 24 Quarter NE:THE NORTHWEST QUARTER. ACCESS ROAD EASEMENT 3-16-67. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD 11-20-70. MINERAL QUIT CLAIM DEED 4-22-83. EASEMENT 11-20-70. (4) MINERAL QUIT CLAIM DEED 1-19-83.
120242000001000	Wautoma Energy LLC		Section 20 Township 12 Range 24 Quarter NE: THE NORTHEAST QUARTER, SUBJECT TO TRANSMISSION LINE EASEMENT 7-20-50, 10-13-50, 1-20-67. TRANSMISSION LINE EASEMENT. MINERAL RIGHTS RESERVED. (4) MINERAL, QUIT CLAIM DEED 1-19-83, 4-22-83. *EXCEPT THAT
120243000002000	Roberts Ranch 5+1 LLC		SECTION 20 TOWNSHIP 12 NORTH RANGE 24: THE NORTH 610 FEET OF THE EAST 1075 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER. CERTIFICATE OF GROUND WATER RIGHTS 12-12-56. MINERAL QUIT CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED 1-19-83

Parcel Number <sup>1/</sup>	Owner	Acres	Affected Lands
120243000003000	Roberts Ranch 5+1 LLC		SECTION 20 TOWNSHIP 12 NORTH RANGE 24: THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, LESS THE NORTH 610 FEET OF THE EAST 1075 FEET THEREOF. CERTIFICATE OF GROUND WATER RIGHT 12-12-56. MINERAL QUIT CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED
120243000004000	Roberts Ranch 5+1 LLC		SECTION 20 TWP 12 RANGE 24 DAF:THE N 1/2 OF THE SW AND THE SW SW EXCEPT LOTS 1, 2, & 3 OF SHORT PLAT #1787 CERTIFICATE OF GROUND WATER RIGHT 12/12/56 MINERAL QUIT CLAIM DEED 4/22/83 (4) MINERAL QUIT CLAIM DEED 1/19/83 RESTRICTIVE COVENANT A#92-5720
120243011787001	Roberts Ranch 5+1 LLC		SHORT PLAT #1787 LOT 1 (.04 ACRES OF THIS LOT CROSSES THE SECTION LINE INTO SECTION 19 TWP 12 RANGE 24)
120244000000000	Roberts Ranch 5+1 LLC		SECTION 20 TOWNSHIP 12 NORTH RANGE 24: THE SOUTHEAST QUARTER, SUBJECT TO TRANSMISSION LINE EASEMENT 6-9-50, 1-20-67. TRANSMISSION LINE EASEMENT. MINERAL, QUIT CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED 1-19-83
121241000001000	Wautoma Energy LLC		Section 21 Township 12 Range 24 Quarter NE: THE NORTH ONE/HALF THEREOF: TRANSMISSION LINE EASEMENT 1-20-67. (4) MINERAL, QUIT CLAIM DEED 1-19-83. PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR ELECTRICAL POWER TRANSMISSION. *EXCEPT THAT PORTION LYING
121243000000000	Roberts Ranch 5+1 LLC		SECTION 21 TOWNSHIP 12 NORTH RANGE 24: THE SOUTH ONE/HALF THEREOF: TRANSMISSION LINE EASEMENT 1-20-67. (4) MINERAL, QUIT CLAIM DEED 1-19-83.
122241000000000	Robert, Et Al Michael V		THE EAST HALF OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 24: TOGETHER WITH EASEMENTS 4/9/75 PER PERSONAL REPRESENTATIVE'S DEED AN UNDIVIDED ONE-QUARTER INTEREST IN ALL THE OIL, GAS AND MINERL RIGHTS SF#2007-023170, 07/17/2007
122242000000000	High Valley Land LLC		SECTION 22 TOWNSHIP 12 NORTH RANGE 24: THE NORTHWEST QUARTER SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, 4-9-75. (4) MINERAL QUIT CLAIM DEED 1-19-83
122243000001000	High Valley Land LLC		SECTION 22 TOWNSHIP 12 NORTH RANGE 24: THE EAST ONE/HALF OF THE SOUTHWEST QUARTER MINERAL RIGHTS RESERVED 7-15-65.
122243000002000	High Valley Land LLC		SECTION 22 TOWNSHIP 12 NORTH RANGE 24: THE WEST ONE/HALF OF THE SOUTHWEST QUARTER MINERAL RIGHTS RESERVED 7-15-65.

Parcel Number <sup>1/</sup>	Owner	Acres	Affected Lands
127240000000000	High Valley Land LLC		SECTION 27 TOWNSHIP 12 NORTH RANGE 24: ALL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, 4-9-75. MINERAL RIGHTS RESERVED. (4) MINERAL, QUIT CLAIM DEE 1-19-83
128241000000000	Roberts Ranch 5+1 LLC		SECTION 28 TOWNSHIP 12 NORTH RANGE 24: THE NORTHEAST QUARTER: THE NORTHWEST QUARTER: THE SOUTHEAST QUARTER. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, 4-9-75 MINERAL QUIT CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED 1-9-83
128243000000000	Roberts Ranch 5+1 LLC		SECTION 28 TOWNSHIP 12 NORTH RANGE 24: THE SOUTHWEST QUARTER MINERAL DEED 11-25-81. TOGETHER WITH EASEMENTS 4-9-75.
129241000000000	Robert, Jean Emile		SECTION 29 TOWNSHIP 12 NORTH RANGE 24: THE NORTHEAST QUARTER: SUBJECT TO TRANSMISSION LINE EASEMENT 4-11-51, 2-13-51, 1-20-67 CERTIFICATE OF WATER RIGHT 10-27-77. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, 4-9-75. MINERAL QUIT CLAIM DEED 4-22-83.
129242000001000	Wautoma Energy LLC		SECTION 29 TOWNSHIP 12 NORTH RANGE 24: THE WEST ONE/HALF OF THE WEST ONE/HALF THEREOF: SUBJECT TO TRANSMISSION LINE EASEMENT 6-9-50, 1-20-67, 7-15-65. CERTIFICATE OF WATER RIGHT 10-27-77, 1-10-78. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, 4-9-75.
129243000001000	Roberts Ranch 5+1 LLC		SECTION 29 TOWNSHIP 12 NORTH RANGE 24: THE EAST ONE/HALF OF THE WEST ONE/HALF THEREOF: SUBJECT TO TRANSMISSION LINE EASEMENT 9-18-50, 7-15-65, 1-20-67. CERTIFICATE OF WATER RIGHTS 10-27-77, 1-20-78. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
129244000000000	Robert, Robin		SECTION 29 TOWNSHIP 12 NORTH RANGE 24: THE SOUTHEAST QUARTER TOGETHER WITH EASEMENTS 4-9-75.
130241000000000	Wautoma Energy LLC		SECTION 30 TOWNSHIP 12 NORTH RANGE 24: THE NORTHEAST QUARTER CERTIFICATE OF WATER RIGHT 1-20-78, 8-25-78. SUBJECT TO WATER AND WELL AGREEMENT 4-22-76. MINERAL RIGHTS RESERVED 3-9-64. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, 4-9-75. BENTON
130242000001000	Wautoma Energy LLC		SECTION 30 TOWNSHIP 12 NORTH RANGE 24: THE NORTH ONE/HALF OF THE NORTHWEST QUARTER, EXCEPT THE NORTH 723 FEET OF THE WEST 723 FEET THEREOF. MINERAL QUIT CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED 1-19-83.

Parcel Number <sup>1/</sup>	Owner	Acres	Affected Lands
130242000003000	Wautoma Energy LLC		SECTION 30 TOWNSHIP 12 NORTH RANGE 24: THE WEST ONE/HALF, EXCEPT THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND LESS THE NORTH ONE/HALF OF THE NORTHWEST QUARTER. REA EASEMENT 11-13-56. CERTIFICATE OF WATER RIGHT 10-27-77.
130244000000000	Wautoma Energy LLC		SECTION 30 TOWNSHIP 12 NORTH RANGE 24: THE SOUTHEAST QUARTER, SUBJECT TO TRANSMISSION LINE EASEMENT 2-13-51. CERTIFICATE OF WATER RIGHT 1-20-78. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, 4-9-75. MINERAL QUIT CLAIM DEED 4-22-83.
132241000001000	Wautoma Energy LLC		SECTION 32 TOWNSHIP 12 NORTH RANGE 24: THE NORTH 60 ACRES OF THE NORTHEAST QUARTER MINERAL QUIT CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED 1-19-83.
132241000002000	Wautoma Energy LLC		SECTION 32 TOWNSHIP 12 NORTH RANGE 24: THE NORTH ONE/HALF OF THE SOUTHWEST QUARTER: THE NORTHWEST QUARTER: THE SOUTH 100 ACRES OF THE NORTHEAST QUARTER: TRANSMISSION LINE EASEMENT 9-18-50, 2-15-65, 1-20-67. MINERAL QUIT CLAIM DEED 4-22-83.
133240000000000	Roberts Ranch 5+1 LLC		SECTION 33 TOWNSHIP 12 NORTH RANGE 24: ALL MINERAL QUIT CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED 1-19-83.
11924100555555 <sup>2/</sup>	United States Government (BPA)		Tract ID Provided by BPA: B-C-128-A-416
11724300555555 <sup>3/</sup>	United States Government (BPA)		T12N R24E S17 Tract ID Provided by BPA
120241000002000 <sup>4/</sup>	United States Government (BPA)		Section 20 Township 12 Range 24 Quarter NE: (WAUT-SS-1) A tract of land in the East half of the Northeast Quarter of Section 20 and the West half of the Northwest Quarter of Section 21, all in Township 12 North, Range 24 East, Willamette Meridian,
104141000000000	Roberts Ranch 5+1 LLC		SECTION 4 TOWNSHIP 11 NORTH RANGE 24: THAT PORTION DEFINED AS FOLLOWS LOTS 1 AND 2: THE SOUTH ONE/HALF OF THE NORTHEAST QUARTER: AND THE SOUTHEAST QUARTER RAILROAD RIGHT OF WAY, QUIT CLAIM DEED TO GOVERNMENT, 3-21-69.
104142000000000	Roberts Ranch 5+1 LLC		SECTION 4 TOWNSHIP 11 NORTH RANGE 24: LOTS 3 AND 4: THE SOUTH ONE/HALF OF THE NORTHWEST QUARTER: AND THE SOUTHWEST QUARTER RAILROAD RIGHT OF WAY, QUIT CLAIM DEED TO GOVERNMENT, 3-21-69.

Parcel Number <sup>1/</sup>	Owner	Acres	Affected Lands
115240000000000	Zirkle Four Feathers Vineyards LLC		SECTION 15 TOWNSHIP 12 NORTH RANGE 24: ALL TRANSMISSION LINE EASEMENT 8-30-66. DECLARATION OF TAKING OF EASEMENT 7-18-72.
116240000000000	State of Washington - DNR		SECTION 16 TOWNSHIP 12 NORTH RANGE 24: ALL, SUBJECT TO EASEMENT TO GOVERNMENT 4-9-52. TRANSMISSION LINE EASEMENT. ROAD EASEMENT 12-19-66. AMENDED TRANSMISSION LINE EASEMENT 6-8-72.
117240000000000	Balmelli, Joseph and Donna		SECTION 17 TOWNSHIP 12 NORTH RANGE 24: ALL, LESS RIGHT OF WAY TO U.S. GOVERNMENT. SUBJECT TO TRANSMISSION LINE EASEMENT 1-5-51. TRANSMISSION LINE EASEMENT 8-30-66. ACCESS ROAD EASEMENT AF#2003-044364 DATED 9/12/03. LESS THE SOUTHERLY 120 FEET OF THE
118244005555555	TBD (BPA?)		Portion of T12N R24E S16 (description incomplete)
130243000000000	Griffith, Jack E		SECTION 30 TOWNSHIP 12 NORTH RANGE 24: THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER.
131241000000000	Wautoma Valley LLC		SECTION 31 TOWNSHIP 12 NORTH RANGE 24: THE EAST ONE/HALF. SUBJECT TO TRANSMISSION LINE EASEMENT 6-9-50, 1-20-67, 7-15-65. MINERAL QUIT CLAIM DEED 4-22-83.
131242000000000	Wautoma Valley LLC		SECTION 31 TOWNSHIP 12 NORTH RANGE 24: THE WEST ONE/HALF, FRACTIONAL
132243000001000	Wautoma Valley LLC		SECTION 32 TOWNSHIP 12 NORTH RANGE 24: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER. MINERAL QUIT CLAIM DEED 4-22-83.
132243000002000	Wautoma Valley LLC		SECTION 32 TOWNSHIP 12 NORTH RANGE 24: THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER. MINERAL QUIT CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED 1-19-83.
132244000000000	Wautoma Valley LLC		SECTION 32 TOWNSHIP 12 NORTH RANGE 24: THE SOUTHEAST QUARTER MINERAL QUIT CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED 1-19-83.
134241000000000	Roberts Ranch 5+1 LLC		SECTION 34 TOWNSHIP 12 NORTH RANGE 24: THE NORTHEAST QUARTER MINERAL QUIT CLAIM DEED 4-22-83 (4) MINERAL QUIT CLAIM DEED, 1-19-83.
134242000000000	Roberts Ranch 5+1		SECTION 34 TOWNSHIP 12 NORTH RANGE 24: THE NORTHWEST QUARTER MINERAL QUIT



Parcel Number <sup>1/</sup>	Owner	Acres	Affected Lands
	LLC		CLAIM DEED 4-22-83. (4) MINERAL QUIT CLAIM DEED 1-19-83.
134243000000000	Roberts Ranch 5+1 LLC		SECTION 34 TOWNSHIP 12 NORTH RANGE 24: THE SOUTH ONE/HALF SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. MINERAL RIGHTS RESERVED
23122411004	Wautoma Valley LLC		TH PT NE1/4 NE1/4 LY SE'LY OF CO RD
23122414005	Stuckrath-Myers LLC		TH PT NE1/4 SE1/4 LY E OF HWY 241
23122441003	Stuckrath-Myers LLC		TH PT NE1/4 SE1/4 LY E OF HWY 241
23122444002	Stuckrath-Myers LLC		TH PT SE1/4 SE1/4 LY E OF HWY 241
23122511401	Western Land & Cattle LLC		YAKIMA SPRING VALLEY HIGHLANDS: LOTS 1 THRU 16 BLK 4
23122541406	Wolf Lake Inc		YAKIMA SPRING VALLEY HIGHLANDS: LOT 16 BLK 5
23122541409	Western Land & Cattle LLC		YAKIMA SPRING VALLEY HIGHLANDS: LOTS 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, & 15 OF BLK 5
	<b>TOTAL<sup>5/</sup></b>	<b>5,852</b>	

Notes:

1/ Assessor parcel information is based on current Benton County assessment records last updated by the County on 3/3/2022.

2/ Parcel associated with the easement for access road and collection across an existing transmission line in the northwest corner of the Project.

3/ Parcel associated with the Wautoma Substation access road and access to the northern solar array and point of interconnection (POI).

4/ Parcel associated with the transmission line POI at the Wautoma Substation and access road to the northern solar array and POI.

5/ Project Leased Boundary.

Data Source: Wautoma ASC, June 9, 2022. Attachment C