SECOND AMENDMENT TO SOLAR PROJECT RECLAMATION AGREEMENT

(Scarlet I and II)

THIS SECOND AMENDMENT TO SOLAR PROJECT RECLAMATION AGREEMENT ("**Second Amendment**") is entered into this 10th day of June, 2025 ("**Effective Date of the Second Amendment**"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("**COUNTY**"), and RE Scarlet LLC, a Delaware limited liability company ("**APPLICANT**"), each a "**Party**" and collectively, the "**Parties**."

RECITALS

A. Capitalized terms used but not defined in this Second Amendment have the respective meanings set forth in the Agreement. All Exhibits attached hereto, or otherwise referred to herein, are Exhibits to the Agreement.

B. On August 23, 2022, the Parties entered into that certain Solar Project Reclamation Agreement ("**Agreement**") setting forth the Reclamation Plan for a portion of the approved uses identified in the Approvals, which portion consists of an approximately 200-MW solar photovoltaic generation facility, 40-MW / 160-MWh energy storage system, substation, and transmission lines ("**Phase I Project**").

C. On September 2, 2022, APPLICANT, COUNTY, and the Escrow Agent entered into that certain Escrow Agreement contemplated by the Agreement.

D. On August 22, 2023, the Parties entered into that certain First Amendment to Solar Reclamation Agreement ("**First Amendment**") setting forth the Reclamation Plan for a portion of the approved uses identified in the Approvals, which portion consists of an approximately 200-MW solar photovoltaic generation facility and 150-MW / 600-MWh energy storage system ("**Phase II Project**"). Collectively, the Phase I Project and Phase II Project are referred to herein as the "**Original Project**."

E. The Parties and Escrow Agent entered into that certain First Amendment to Escrow Agreement on August 22, 2023.

F. On September 19, 2024, pursuant to County Resolution No. 13059, subject to the conditions, mitigation measures, and project notes listed therein, the COUNTY's Planning Commission, under the California Environmental Quality Act (California Public Resources Code, Division 13, section 21000 *et seq.*), including the implementing CEQA Guidelines thereunder (Title 14, Division 6, Chapter 3, California Code of Regulations, section 15000 *et seq.*), approved the addendum to EIR No. 7230 for the "Scarlet Solar Energy Project" and approved and issued to APPLICANT CUP Nos. 3789, 3790, 3791, and 3792, amending the Approvals. The approved addendum to EIR No. 7230 and such approved and issued CUP Nos. 3789, 3790, 3791, and 3792 break the project described in the Approvals into four "Sections." On March 27, 2025, the Planning Commission approved a modification to CUP Nos. 3789 and 3792, permitting the relocation of electrical infrastructure. Collectively, the Planning Commission approvals issued on September 19, 2024 and March 27, 2025 discussed in this Recital F are referred to as the "**Amended Approvals**."

G. As an accommodation to APPLICANT, COUNTY has allowed and continues to allow APPLICANT to make the project that is subject to the Amended Approvals in phases, as provided in the Agreement, First Amendment, and this Second Amendment for the sole purpose of APPLICANT's orderly construction and development of the project that is subject to the Amended Approvals, and is in no way intended by the Parties to alter such project or delay, suspend, extend the time for, or otherwise lessen APPLICANT's performance of any of its obligations under the original Agreement and First Amendment (*i.e.*, excluding this Second Amendment).

H. On April 7, 2025, APPLICANT submitted to the Department an addendum to the Reclamation Plan ("**Third Addendum to the October 2021 Reclamation Plan**"), identifying the project described in the Amended Approvals, inclusive of Sections I - IV. This Third Addendum to the October 2021 Reclamation Plan was approved by the Director on April 10, 2025. A true and correct copy of the Third Addendum to the October 2021 Reclamation Plan is attached hereto as Exhibit A-2. Collectively, the Reclamation

Plan, together with the Second Addendum to the October 2021 Reclamation Plan and Third Addendum to the October 2021 Reclamation Plan, indivisibly are the "**Second Amended Reclamation Plan**."

I. Generally, the Second Amended Reclamation Plan (as it pertains to Sections I and II) states that, at the end of its expected 35-year useful life, the project described in Sections I and II of the Amended Approvals would be decommissioned and dismantled, and the Section I and II project site restored to an agricultural use-ready condition in accordance with all applicable codes and regulations.

J. The Parties desire to amend the Agreement, as amended by the First Amendment, pursuant to this Second Amendment, in order to reflect that Sections III (CUP No. 3790) and IV (CUP No. 3792), as described in the Amended Approvals, are to be removed from the Original Project and to be removed from the scope of the Agreement, as amended by the First Amendment and this Second Amendment, to be addressed by separate reclamation agreements, also executed on June 10, 2025. The Parties further desire to amend the Agreement, as amended by the First Amendment, pursuant to this Second Amendment, in order to limit the scope of the project to be addressed in the Agreement, as amended by the First Amendment and this Second Amendment, to Sections I (CUP No. 3789) and II (CUP No. 3790) ("**Reduced Scope Project**").

K. To secure APPLICANT's faithful performance of all of its obligations under the Second Amended Reclamation Plan (as it pertains to the Reduced Scope Project), APPLICANT shall cause the Cash Security in the savings deposit account referenced in the Escrow Agreement (as amended) to be in the initial minimum amount equal to the licensed professional engineer's written cost estimate, which is **Four Million, Six Hundred and Fifty-Two Thousand, Seven Hundred and Eighty-Nine, and 79/100 Dollars ($4,652,789.79)** for Section I and **Five Million, Five Hundred and Twenty-Thee Thousand, Seven Hundred and Eighty-Five, and 91/100 Dollars ($5,523,785.91)** for Section II, which amounts to a total of **Ten Million, One Hundred and Seventy-Six Thousand, Five Hundred and Seventy-Five, and 70/100 Dollars ($10,176,575.70)**

("**Revised Initial Deposit**"), plus such annual increases reflecting increased construction costs reflected in the ENR construction cost index, without the requirement of any demand or notice by COUNTY.

L. APPLICANT represents to COUNTY that the Reduced Scope Project described herein is fully capable of independent operation and of supplying power to the power grid, except that the Reduced Scope Project utilizes, for connection with the grid, electrical infrastructure and transmission lines which COUNTY approved under CUP No. 3555 (as amended by CUP No. 3792). The project approved under CUP No. 3555 (as amended by CUP No. 3792) is project commonly known as "Section IV" of the Scarlet Solar Energy Project. APPLICANT understands, acknowledges, and agrees that Section IV of the Scarlet Solar Energy Project, inclusive of facilities utilized by the Reduced Scope Project, is subject to a certain Solar Project Reclamation Agreement dated on or about June 10, 2025 ("Scarlet IV Agreement"), to which APPLICANT is not, and shall not be, an intended third-party beneficiary by virtue of the Agreement or the Scarlet IV Agreement, as modified by the First Amendment and this Second Amendment. APPLICANT represents and warrants to COUNTY that the Project's use of infrastructure covered by the Scarlet IV Agreement is not at the direction or otherwise as a result of a decision by COUNTY.

M. The Parties agree that such amendment is contemplated and permitted by Section 18 of the Agreement.

N. The Parties agree that fairness and sound fiscal policy require that APPLICANT, as the person or entity receiving the benefits of any land use approval, should also bear the burden of the liability for decommission and dismantling the Reduced Scope Project, and restoring the site of said Reduced Scope Project to an agricultural use-ready condition in accordance with all applicable codes and regulations.

O. The Parties agree that this Second Amendment is within the scope of the Amended Approvals.

In consideration of the foregoing facts and circumstances, and for good and valuable consideration, the sufficiency of which is acknowledged as having been received, the Parties hereby agree to amend the Agreement as follows:

1. APPLICANT's updated representations, covenants, and warranties to COUNTY.

APPLICANT represents, covenants, and warrants to COUNTY that, as of the Effective Date of the Second Amendment, (a) all of the representations, covenants, and warranties to COUNTY under the Agreement, the Escrow Agreement, the RE Scarlet LLC Easement (as defined in Section 7 of the Agreement), which has been recorded in the official records of the Fresno County Recorder on September 7, 2022, as of 08:38:47 AM, as Document No. 2022-0111753, the RE Scarlet LLC Phase II Easement (as defined in Section 9 of the First Amendment), which has been recorded in the official records of the Fresno County Recorded on March 29, 2024, as of 2:16:46 PM, as Document No. 2024-0029669, the First Amendment, and the First Amendment to the Escrow Agreement, dated August 22, 2023 continue to be true as to every parcel within the scope of the Reduced Scope project, (b) there is no occurrence of any Event of Default (as defined in Section 3 of the Agreement) under the Agreement, and (c) there is no occurrence of, and APPLICANT does not expect the occurrence of any, Event of Project Cessation (as defined in Section 1(a) of the Agreement) with respect to the Reduced Scope Project. APPLICANT further represents covenants, and warrants to the COUNTY that the Reduced Scope Project is entirely built out and functioning according to its manufacturer's specifications, and that entire footprint of the Reduced Scope Project lies within territory covered by the RE Scarlet LLC Easement and the RE Scarlet LLC Phase II Easement. A true and correct copy of a map of the property subject to the Amended Approvals, including the footprint of the Reduced Scope Project, is attached hereto as **Exhibit B-3**.

2. The Agreement

All references in the Agreement or First Amendment to "this Agreement" are amended by this Second Amendment to mean "this Agreement, as amended by the First Amendment and the Second Amendment," and all references, subsequent to this Section 2 in this Second Amendment to "the Agreement" mean "the Agreement, as amended by the First Amendment and this Second Amendment," unless it is reasonably evident from the context that the reference to "this Agreement" or "the Agreement," respectively, can only mean the Agreement without being amended by this Second Amendment, or it is otherwise expressly stated herein. Such

interpretation of "this Agreement," "the Agreement," and this Second Amendment shall be made by the Parties with the intention that APPLICANT shall fulfill all of its obligations under the Agreement, as amended by the First Amendment and this Second Amendment, and that the COUNTY shall be entitled to enforce all of its rights and remedies under the Agreement, as amended by the First Amendment and this Second Amendment. Without limiting the generality of the foregoing provisions of this Section 2, APPLICANT acknowledges and agrees that subsection 6(a) of the Agreement, which provides and requires "[u]nless there is an Event of Default, APPLICANT may, upon consent of the COUNTY Board of Supervisors, transfer this Agreement, but only in its entirety,…" provides and requires under this Second Amendment that "[u]nless there is an Event of Default, APPLICANT may, upon consent of the COUNTY Board of Supervisors, transfer this Agreement, as amended by the First Amendment and this Second Amendment, but only in the entirety of the Agreement, as amended by the First Amendment and this Second Amendment,…"

3. <u>The Reclamation Plan</u>

(a) All references in the Agreement to the "Reclamation Plan" are amended by this Second Amendment to mean the Second Amended Reclamation Plan, as it pertains to the Reduced Scope Project. To that end, (i) APPLICANT shall comply with all of the terms and conditions of the Reclamation Plan together with the Second Addendum to the October 2021 Reclamation Plan and Third Addendum to the October 2021 Reclamation Plan as one, fully-integrated Second Amended Reclamation Plan for the Reduced Scope Project, under the Agreement; provided however, nothing contained in this Section 3 shall excuse APPLICANT from timely performing Reclamation with respect to the Reduced Scope Project, if any portion of the Reduced Scope Project qualifies for Reclamation under the Agreement, and (ii) APPLICANT agrees that all of APPLICANT's activities set forth in the Second Amended Reclamation Plan with respect to the Reduced Scope Project shall be deemed as requirements of APPLICANT under the Agreement, and are enforceable by COUNTY under the terms and conditions of the Agreement.

(b) APPLICANT covenants, and warrants to COUNTY that the Second Amended Reclamation Plan is internally consistent, and that the Third Addendum to the October 2021 Reclamation Plan does not conflict with, or create increases in costs not fully accounted for in the Revised Initial Deposit, greater than estimated under, the original Reclamation Plan for the Reduced Scope Project, and vice-versa.

(c) Notwithstanding anything to the contrary in this Second Amendment, nothing in this Second Amendment permits APPLICANT to delay, suspend, extend the time for, or otherwise lessen APPLICANT's performance of any of its obligations under the original Agreement with respect to the Reduced Scope Project.

4. <u>The Project</u>

All references in the Agreement to the "Project" are amended by this Second Amendment to mean the Reduced Scope Project, unless it is reasonably evident from the context that the reference to the "Project" can only mean the Original Project, the Phase I Project, or the Phase II Project, or it is otherwise expressly stated herein. Such interpretation of the "Project" and this Second Amendment shall be made by the Parties with the intention that APPLICANT shall fulfill all of its obligations under the Agreement, as amended by the First Amendment and this Second Amendment, and that the COUNTY shall be entitled to enforce all of its rights and remedies under the Agreement, as amended by the First Amendment and this Second Amendment.

5. <u>APPLICANT's Obligations</u>

(a) Compliance with Reclamation Plan.

APPLICANT agrees that all of APPLICANT's activities set forth in the Second Amended Reclamation Plan with respect to the Reduced Scope Project, shall be deemed as requirements of APPLICANT under the Agreement, and are enforceable by COUNTY under the terms and conditions of the Agreement. APPLICANT shall, at its own cost, fully perform and comply with all of the provisions of the Second Amended Reclamation Plan, including without limitation Section 5 (Decommissioning and Restoration Process) of the Second Amended Reclamation Plan with respect to the Project and Section 6 (Decommissioning Costs and Financial Assurances) of the Second Amended Reclamation Plan with respect to the Reduced Scope

Project, and decommission, dismantle, and remove the entire Reduced Scope Project, and reclaim all of the Property, to the extent it lies within the footprint of the Reduced Scope project or is otherwise used to site any component of the Reduced Scope Project, to its pre-project condition as an agricultural use-ready condition in accordance with all applicable codes and regulations pursuant to the Second Amended Reclamation Plan (collectively, **"Reclamation"**) within twelve (12) months of the occurrence of any Event of Project Cessation.

If there are any inconsistencies between the terms and conditions of the Agreement (excluding the Second Amended Reclamation Plan) and the provisions of the Second Amended Reclamation Plan with respect to the Project, such inconsistencies shall be resolved by giving precedence to the terms and conditions the Agreement (excluding the Second Amended Reclamation Plan) over the provisions of the Second Amended Reclamation Plan with respect to the Project and/or the Property.

(b) APPLICANT Disinterested in Scarlet IV Agreement.

Except if and to the extent that APPLICANT is party to the Scarlet IV Agreement (in which case APPLICANT's rights and remedies as to the Scarlet IV Agreement are only those expressly stated therein), APPLICANT understands, acknowledges, and agrees (1) that COUNTY is permitted to exercise all remedies under the Scarlet IV Agreement without regard to any impact on APPLICANT, whether foreseeable or not, (2) that APPLICANT has no rights under the Scarlet IV Agreement and is not an intended third-party beneficiary thereof, (3) that APPLICANT cannot and shall not seek any remedies with respect to COUNTY's actions taken pursuant to the Scarlet IV Agreement, whether or not COUNTY is allegedly or actually in breach of the Scarlet IV Agreement, (4) that COUNTY owes no duty or responsibility (including without limitation a duty or responsibility to provide or forward notice), direct or indirect, to APPLICANT under the Scarlet IV Agreement, and (5) that COUNTY is not responsible for ensuring consistency between this Agreement and the Scarlet IV Agreement. APPLICANT expressly acknowledges and agrees that APPLICANT shall have no rights or remedies under the Scarlet IV Agreement, even where COUNTY's actions taken under the Scarlet IV Agreement cause an interruption the Project's connection with the grid, resulting directly in an Event of Default by APPLICANT, except where

COUNTY acts in violation of the terms of this Agreement, and only as provided by this Agreement, inclusive of subsection 8(b) below. Nothing in this subsection 5(b) shall be construed as prohibiting APPLICANT from being made a party to or assignee of the Scarlet IV Agreement or a successor agreement thereto, provided that all parties to the Scarlet IV Agreement execute a written instrument to that effect in the manner provided for in the Scarlet IV Agreement (including without limitation the provisions of the Scarlet IV Agreement regarding assignment, transfer, and amendment). For the avoidance of doubt, in the event APPLICANT is party to the Scarlet IV Agreement, this Section 5(b) shall not limit APPLICANT's rights thereunder.

(c) Time is of the Essence.

It is understood that time is of the essence in the performance of all obligations under this Agreement and the Second Amended Reclamation Plan. Any reference in this Agreement to "business days" shall mean COUNTY's business days.

6. <u>Changes to Cash Security</u>

(a) As further security to COUNTY for APPLICANT's faithful performance of all of its obligations to comply with the Second Amended Reclamation Plan, and the terms and conditions of the Agreement, APPLICANT shall, and shall cause the Escrow Agent to, not later than five (5) business days subsequent to the execution of this Second Amendment by the Parties, enter into the Second Amendment to the Escrow Agreement (**"Second Amendment to Escrow Agreement"**) among APPLICANT, COUNTY, and the Escrow Agent, as further required under Section 7 of this Second Amendment. Within three (3) business days following APPLICANT's, COUNTY's, and the Escrow Agent's execution of such Second Amendment to Escrow Agreement, APPLICANT shall irrevocably cause Cash Security held in the Escrow Agent's savings deposit account established under the Escrow Agreement to equal the Revised Initial Deposit, as defined in Recital K. The amount of the Revised Initial Deposit is not a limitation on APPLICANT's obligations under the Agreement or the Second Amended Reclamation Plan.

(b) The Revised Initial Deposit shall (i) comply with all of the requirements of the Cash Security under Section 2 of the Agreement, and specifically all of the requirements of an additional cash deposit under subsection 2(a) of the Agreement, (ii) upon and after the

irrevocable delivery of the Revised Initial Deposit to the Escrow Agent, (1) the Revised Initial Deposit shall be treated the same in all respects as the Cash Security, (2) the Revised Initial Deposit shall constitute the Cash Security, and the Cash Security shall continue to be subject to all of the terms and conditions of the Agreement, with respect to the Cash Security, and the Escrow Agreement, and (3) the Cash Security may be used by COUNTY with respect to the Reduced Scope Project or any portion of the Reduced Scope Project, due to any Event of Default, as determined by Director in his or her sole and absolute discretion.

(c) APPLICANT understands, acknowledges, and agrees that the timing of the deposit of the Revised Initial Deposit does not alter the timing for APPLICANT's performance of any of the requirements of Section 2 of the Agreement from the Effective Date of the Second Amendment onwards, including, but not limited to, the requirement in subsection 2(b) of the Agreement, including further, but not limited to, the requirement that not later than December 1, 2025, and December 1 of each year following the Effective Date of the Second Amendment, APPLICANT shall, without the requirement of any demand or notice by COUNTY, deposit additional cash necessary to cause the Cash Security to be increased by a percentage equal to any annual increase in construction costs reflected in the ENR construction cost index from October 1 of the previous year to October 1 of the then-current year.

7. <u>Amendment to Escrow Agreement; Escrow Agent's Acknowledgement</u>

(a) The Second Amendment to Escrow Agreement shall be in a form and substance acceptable to COUNTY and shall comply with the requirements of Section 2 of the Agreement. All references in the Agreement or First Amendment to the "Escrow Agreement" (except for a replacement Escrow Agreement required under Section 2(d) of the Agreement) are amended by this Second Amendment to mean the "Escrow Agreement, as amended by the First Amendment to Escrow Agreement and the Second Amendment to the Escrow Agreement," and all references in this Second Amendment to "the Escrow Agreement" mean "the Escrow Agreement, as amended by the First Amendment to Escrow Agreement and the Second Amendment to the Escrow Agreement," unless it is reasonably evident from the context that the reference to "the Escrow Agreement" can only mean the Escrow Agreement without being amended by the First

Amendment to Escrow Agreement or the Second Amendment to the Escrow Agreement, or it is otherwise expressly stated herein. Such interpretation of the Escrow Agreement, the First Amendment to Escrow Agreement, and the Second Amendment to the Escrow Agreement shall be made by the Parties with the intention that APPLICANT shall, and shall cause Escrow Agent to, fulfill all of their respective obligations under the Escrow Agreement, as amended by the First Amendment to Escrow Agreement and the Second Amendment to the Escrow Agreement, and that the County shall be entitled to enforce all of its rights and remedies under the Escrow Agreement, as amended by the First Amendment to Escrow Agreement and the Second Amendment to the Escrow Agreement.

(b) Without limiting the generality of the foregoing requirements of the Second Amendment to Escrow Agreement, APPLICANT shall, and shall cause the Escrow Agent to, enter into the Second amendment to the Escrow Agreement among APPLICANT, COUNTY and the Escrow Agent in compliance with the following major requirements of the Second Amendment to Escrow Agreement, which major requirements are not an exhaustive list of requirements for the Second Amendment to Escrow Agreement:

i. As required in subsection 6(a) of this Second Amendment, APPLICANT shall irrevocably cause Cash Security held in the Escrow Agent's savings deposit account established under the Escrow Agreement to equal the Revised Initial Deposit, as defined in Recital K, in US Currency, as an addition to the Cash Security for the exclusive purposes of the Escrow Agreement;

ii. The Escrow Agent shall receive, and upon receipt immediately deposit, and hold the Revised Initial Deposit, as and in the same manner as the Cash Security only in the same separate savings deposit account established under the Escrow Agreement for the exclusive purposes of the Escrow Agreement; and

iii. Within two (2) business days following Escrow Agent's receipt of the Revised Initial Deposit, the Escrow Agent shall give County written acknowledgement of such receipt immediate deposit of the Revised Initial Deposit in such separate savings deposit account.

8. Additional Events of Default

This Section 8 shall not be construed to limit in any way the interpretation or application of the term "Event of Default," as that as that term is defined in and used for any purposes under the Agreement, with respect to any term or condition of the Agreement, including the First Amendment and this Second Amendment. Event of Default, as that term is defined in and used for all purposes under the Agreement, shall also include the occurrence of any one or more of the following events:

(a) Except if and to the extent that APPLICANT is party to the Scarlet IV Agreement (in which case APPLICANT's rights and remedies as to the Scarlet IV Agreement are only those expressly stated therein), APPLICANT attempts to assert any right or remedy under the Scarlet IV Agreement, or otherwise interferes with the COUNTY's execution of COUNTY's rights and remedies under the Scarlet IV Agreement.

(b) APPLICANT fails to, or fails to cause the Escrow Agent to, within five (5) business days subsequent to the execution of this Second Amendment by the Parties, enter into the Second Amendment to the Escrow Agreement, as required by subsection 6(a) of this Second Amendment.

(c) APPLICANT fails to cause the Cash Security held in the Escrow Agent's savings deposit account established under the Escrow Agreement to equal the Revised Initial Deposit, as defined in Recital K, within three (3) business days following APPLICANT's, COUNTY's, and the Escrow Agent's execution of such Second Amendment to Escrow Agreement, as required by subsection 6(a) of this Second Amendment.

(d) APPLICANT breaches any term, condition, or covenant of the Agreement, inclusive of the First Amendment and this Second Amendment, or otherwise fails to comply with any requirements of the Agreement.

9. Entire Agreement

The Agreement constitutes the entire agreement between APPLICANT and COUNTY with respect to the subject matter of the Agreement, namely the Reduced Scope Project, excepting Sections III and IV of the Scarlet Solar Project, and supersedes all previous

agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in the Agreement.

In the event of any inconsistency in interpreting the documents which constitute the Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority:

(1) First, the Form of RE Scarlet LLC Easement (Exhibit C-1), the Form of Westlands Easement (Exhibit C-2), and the Form of RE Scarlet LLC Phase II Easement (Exhibit C-3), all of which shall have equal priority among themselves;

(2) Second, the text of the Agreement (excluding Exhibit A, Exhibit B, Exhibit B-1, Exhibit C-1, Exhibit C-2, Exhibit A-1, Exhibit B-2, Exhibit C-3, Exhibit A-2, and Exhibit B-3), in the following order: (a) the Second Amendment, (b) the original Agreement (excepting the amendments), and (c) the First Amendment;

(3) Third, the Legal Descriptions of the Property (Exhibit B-1) and the Legal Descriptions of the Phase II Property (Exhibit B-2), all of which shall have equal priority among themselves;

(4) Fourth, the Third Addendum to the Reclamation Plan (Exhibit A-2);

(5) Fifth, the Second Addendum to October 2021 Reclamation Plan (Exhibit A-1);

(6) Sixth, the Reclamation Plan (Exhibit A), provided however, DUDEK's Scarlet Phase I Solar Project Decommissioning Cost Estimate therein, dated June 1, 2022, including Appendix A thereto, shall supersede DUDEK's Scarlet Phase I Solar Project Decommissioning Cost Estimate therein, dated October 14, 2021, including Appendix A thereto;

(7) Seventh, the Map of Parcels Subject to CUPs No. 3789, 3790, 3791, and 3792 (Exhibit B-3); and

(8) Eighth, the Map of Parcels Subject to CUP No.3555 (Exhibit B).

10. <u>General Provisions</u>

(a) This Second Amendment shall become effective on the Effective Date of the Second Amendment.

(b) Upon the Effective Date of the Second Amendment, the Agreement, the First Amendment, and this Second Amendment shall together constitute the Agreement.

(c) The Agreement is ratified and continued according to its terms and conditions. All provisions of the Agreement and First Amendment not amended by this Second Amendment remain in full force and effect.

(d) The Parties hereby acknowledge that they and their respective counsel have cooperated in the drafting and preparation of this Second Amendment, for which reason this Second Amendment shall not be construed against any Party as the drafter hereof.

(e) Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Second Amendment, and that the individual Second this Second Amendment on behalf of such Party has been duly authorized to execute this Second Amendment on behalf of such Party, and will, by signing this Second Amendment on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Second Amendment. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Second Amendment in order for such Party to authorize, enter into, and perform its obligations under this Second Amendment, or that if such approval or consent to this Second Amendment is required, that such approval or consent has been obtained.

(f) The Parties agree that this Second Amendment may be executed by electronic signature as provided in this subsection 10(f).

i. An "electronic signature" means any symbol or process intended by an individual signing this Second Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.

ii. Each electronic signature affixed or attached to this Second Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Second Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

iii. The provisions of this subsection 10(f) satisfy the requirements of California Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (California Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

iv. Each party using a digital signature represents that it has undertaken and satisfied the requirements of California Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

v. This Second Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Second Amendment with an original handwritten signature.

(g) This Second Amendment may be executed in one or more original counterparts, all of which together shall constitute one and the same agreement.

(h) Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person (including any individual, firm, corporation, or entity [including without limitation the “APPLICANT” under the Scarlet IV Agreement]) shall be deemed an intended third-party beneficiary of the Agreement.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the Effective Date of the Second Amendment.

APPLICANT:
RE Scarlet LLC,
a Delaware limited liability company

DocuSigned by:
250800B3184047E...

Print Name: Sandhya Ganapathy

Title: Chief Executive Officer

Date: May 19, 2025

COUNTY:
County of Fresno,
a political subdivision of the State of California

Ernest "Buddy" Mendes, Chairman of the Board of Supervisors of the County of Fresno

Date:____________________________

APPROVED AS TO LEGAL FORM:

DocuSigned by:
DESTINEE ROMAN

Attorney for APPLICANT

ATTEST:
BERNICE E. SEIDEL, Clerk of the Board of Supervisors, County of Fresno, State of California

By: ____________________________
Deputy

FOR ACCOUNTING USE ONLY

Funds to be held under Escrow Agreement with United Security Bank, N.A., as amended. If funds are to be withdrawn from escrow by COUNTY deposit as follows:

ORG No
Account No.
Fund No.
Subclass No.

EXHIBIT A-2

Third Addendum to October 2021 Reclamation Plan

(See Attached.)

Reviewed and Accepted April 9, 2025
Fresno County Department of Public Works and Planning

David A. Randall, Senior Planner

Scarlet Solar Energy Project

Third Addendum to Reclamation Plan

Prepared for

Fresno County Department of Public Works and Planning
Development Services Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

Prepared by

HELIX Environmental Planning, Inc.
1180 Iron Point Road, Suite 130
Folsom, CA 95630

April 2025 | 03062.00001.001

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ACRONYMS AND ABBREVIATIONS

AC	alternating current
CDA	Community Development Agency
County	County of Fresno
CUP	Conditional Use Permit
DC	direct current
dS/m	decisiemens per meter
EC	electrical conductivity
ESP	exchangeable sodium percentage
gen-tie	generation intertie
MMRP	Mitigation, Monitoring and Reporting Program
NAS Lemoore	Naval Air Station Lemoore
O&M	Operations and Maintenance
PG&E	Pacific Gas & Electric Company
Plan	Scarlet Solar Energy Project Reclamation Plan
PV	photovoltaic
SCADA	supervisory control and data acquisition

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1.0 INTRODUCTION

1.1 PURPOSE OF THE PLAN

The Scarlet Solar Energy Project Reclamation Plan (Plan) outlines a framework for decommissioning and post-operational restoration of the Scarlet Solar Energy Project (project). This Plan is submitted to fulfill the requirements of the Fresno County Solar Facility Guidelines (Fresno County 2017) and mitigation measures related to post-operational site reclamation.

The purpose of this Plan is to outline a framework for the removal of the installed power generation equipment and to return the project site to a condition as close to a pre-construction state as possible. The project energy generation equipment is expected to have a life of up to 35 years. At the end of the useful life of the project, the project owner or operator will prepare the project site such that it may be re-used or sold or will provide the County of Fresno (County) with the financial assurances to conduct such work in the event that the owner or operator is incapable of performing such work. The procedures outlined in this Plan will ensure that the project owner, operator, and contractors protect public health and safety, provide environmental protection, and comply with applicable regulations. Additionally, should the facility not be reused, this Plan describes methods to decommission the facility and restore the site to pre-development conditions. Should the site be recommissioned rather than decommissioned, it will be done so in accordance with County permitting requirements.

A Final Reclamation Plan will be prepared and finalized in the months prior to decommissioning which will address the approved project, proposed land uses of the site post-decommissioning, and the applicable rules and regulations in place at that time.

1.2 PREVIOUS ADDENDA

The Scarlet Reclamation Plan was initially accepted by the Fresno County Public Works and Planning Department on October 28, 2021. Since October 2021, the Plan has been revised, first in June 2022 to include project decommissioning costs, and subsequently in July 2023 to note that the project site is now entirely owned by RE Scarlet LLC, a wholly owned subsidiary of EDP Renewables North America LLC, and update project decommissioning costs.

The revision to the Plan in July 2024, adds a description of Phase I, Phase II, Phase III, and Phase IV of future project decommissioning and post-operational restoration of the Scarlet Solar Energy Project site. The addendum was precipitated by an amendment to the original Conditional Use Permit (CUP) No. 3555 which divided the single entitled project into four separate entitlements that allows the individual phases to perform reclamation independently, and to allow the corresponding financial sureties to be released independently.

1.3 THIRD ADDENDUM

This Plan is the third addendum to the Scarlet Reclamation plan and amends Reclamation Section I (CUP No. 3789), and Reclamation Section IV (CUP No. 3792) to reflect a minor boundary change to allow for optimal location of common improvements for transmission lines within the overall project to connect to the Sonrisa CUP No. 3677, which is contiguous to the project.

1.4 FRESNO COUNTY SOLAR FACILITY GUIDELINES

The Fresno County Solar Facility Guidelines (Fresno County 2017) requires that as part of the application review process, the applicant will provide a Reclamation Plan detailing the lease life, timeline for removal of the improvements and specific measures to return the site to the agricultural capability prior to installation of solar improvements. The Guidelines also include detailed guidance for the minimum content of Reclamation Plans (addressed in Section 2 of this Plan).

1.5 PROJECT LOCATION AND OVERVIEW

The project site is an approximately 3,766-acre site located in unincorporated Fresno County, approximately 3.5 miles west-southwest of the community of Tranquillity and approximately 6.5 miles east of Interstate 5 (I-5). The existing Pacific Gas and Electric Company's (PG&E) Tranquillity Solar Generating Facility is approximately 0.75 mile west of the project site. The project site would encompass 11 parcels[1] generally located south of West South Avenue, north of West Dinuba Avenue, east of South Ohio Avenue and State Route (SR) 33 (South Derrick Avenue), and west of South San Mateo Avenue. Some of the parcels originally described in the EIR have since been re-numbered after EDP Renewables North America LLC purchased the land from Westlands Water District. All of the parcels in the project site are currently owned by EDP Renewables North America LLC. Prior to EDP Renewables North America LLC purchasing the land, the project site encompassed 24 parcels[2], as outlined in the Scarlet Solar Project EIR (County 2021).

The project is anticipated to be constructed in three continuous phases. Of the 11 parcels, Phase I would encompass 2 entire parcels and a portion of another parcel, Phase II would encompass 6 entire parcels and a portion of another parcel, and Phase III as well as shared facilities across all phases would encompass at least 2 parcels. Portions of parcel 028-111-71 would be used for both Phase I and Phase II. Refer to Figure 1, *Regional Location Map*, in Appendix A for the project site in the region, and Figure 2, *Site Location Map*, for an aerial image of the project site.

The project is proposed to construct, operate, maintain, and decommission a 400-megawatt (MW) solar photovoltaic (PV) electricity generating facility, energy storage system, and associated infrastructure. The project would provide solar power to utility customers by interconnecting to the regional electricity grid at PG&E Tranquillity Switching Station.

The project would operate year-round to generate solar electricity during daylight hours and would store and dispatch power to the energy storage system during both daylight and non-daylight hours. The project is anticipated to be constructed in four phases. Phase I and Phase IV are currently under construction, and construction of Phase II began in October of 2023. Construction of Phase III is anticipated to start in late 2024 or early 2025. Refer to Figure 2 in Appendix A for an aerial image of the four phases.

Components of the project would include the following, which are further described below:

[1] The current project parcels include: 028-071-47 (Shared Facility), 028-071-48, 028-071-49, 028-071-56, 028-081-66, 028-101-84 (Shared Facility; Portion), 028-111-20 (Portion), 028-111-71, 028-111-72, 028-120-61, and 028-120-62.

[2] The project parcels as described in the 2021 EIR include: 028-071-34, 028-071-39, 028-071-47 (Shared Facility), 028-071-48, 028-071-49, 028-081-66, 028-101-72 (Shared Facility; Portion), 028-101-74 (Shared Facility; Portion), 028-111-01, 028-111-02 (Portion), 028-111-04, 028-111-06, 028-111-07, 028-111-09, 028-111-10, 028-111-13, 028-111-14, 028-111-15, 028-111-16 (Portion), 028-111-17, 028-111-19 (Portion), 028-111-20 (Portion), 028-120-61, and 028-120-62.

- Groups of solar arrays (arrays include PV modules and steel support structures, electrical inverters, transformers, cabling, and other infrastructure);
- One electrical substation;
- A switchyard, including one high-voltage 230 kV utility switchyard, telecommunications infrastructure, and two 65-foot high dead-end structures;
- Approximately 3.5 miles of 230 kV generation intertie (gen-tie) transmission line (from the substation and the project 230 kV switchyard) to connect to the existing PG&E Tranquillity Switching Station;
- Improvements to PG&E electrical infrastructure, including a minor expansion of PG&E's Tranquillity Switching Station and approximately 1,900 feet of PG&E 230 kV transmission line to connect the 230 kV gen-tie line to the Tranquillity Switching Station;
- Up to 400 MW energy storage system, consisting of battery or flywheel enclosures and electrical cabling; and
- Other necessary infrastructure, including one permanent operations and maintenance (O&M) building, a septic system and leach field, a supervisory control and data acquisition (SCADA) system, a meteorological data system, buried conduit for electrical wires, overhead collector lines, on-site access roads, a shared busbar,[3] lighting, and wildlife-friendly security fencing.

This project is anticipated to remain in operation for up to 35 years from completion of construction. Figure 3, *Site Plan*, in Appendix A shows the location of the components of the proposed project and associated facilities for all four phases.

2.0 RECLAMATION PLAN CONTENT

The County Solar Facility Guidelines include guidelines for preparing a Reclamation Plan (Fresno County 2020). Each of the requirements is addressed individually below.

1. Description of present use of the site;

The existing land use of the project site is primarily dry-farmed agriculture. For the past 10 years, the project site intermittently has been in low-yield agricultural production (tilled, seeded, and harvested for winter wheat); intermittently irrigated (drip or sprinkler) and harvested for alfalfa seed or other crops; or disked twice a year and left fallow.

2. Describe the proposed alternative use of the land (all equipment to be installed above and underground, structures, fencing, etc.);

Section 1.3 includes a description of the proposed project facilities. The PV modules will be installed on steel posts supported by piles. Inverters, transformers, substations, electrical storage system containers,

[3] A busbar is a system of electrical conductors in a generating or receiving station on which power is concentrated for distribution to several electrical circuits.

and the O&M building will be installed on concrete pads. The collection system will be installed overhead and/or underground. Additional facilities include the 230 kV utility switchyard, telecommunications infrastructure, two 65-foot-high dead-end structures, SCADA system, meteorological data system, septic system with leach field, and wildlife-friendly security fencing.

3. Duration of the alternative use of the property (specify termination date);

The proposed facility is expected to be in commercial operation for approximately 35 years from the commencement of operations. Extension of use would be in accordance with County permitting requirements.

4. Address ownership of the property (lease or sale);

The entire project site is presently owned by RE Scarlet LLC, a wholly-owned subsidiary of EDP Renewables North America LLC. Approximately 76 acres of federally owned land are surrounded by the project site but are not proposed to be included in the project.

5. Describe how the subject property will be reclaimed to its previous agricultural condition (if applicable), specifically:

    a. Timeline for completion of reclamation after solar facility lease has terminated (identify phasing if needed);
    b. Handling of any hazardous chemicals/materials to be removed;
    c. Removal of all equipment, structures, buildings, and improvements at and above grade;
    d. Removal of any below-grade foundations;
    e. Removal of any below-grade infrastructure (cables/lines, etc.) that are no longer deemed necessary by the local public utility company;
    f. Detail any grading necessary to return the site to original grade;
    g. Type of crops to be planted; and
    h. Irrigation system details to be used (existing wells, pumps, etc. should remain throughout the solar facility use);

Procedures to remove the facility and restore the project back to pre-project conditions are included in Section 3 of this Plan. In consideration of these restrictions, this Plan contemplates decommissioning the project and stabilizing the site but does not propose additional actions to restore agricultural capacity to the property beyond its present condition on those parcels.

6. A Site Plan shall be submitted along with the text of the Reclamation Plan showing the location of equipment, structures, above and underground utilities, fencing, buffer area, reclamation phasing, etc.;

A Site Plan is included in Appendix A.

7. An engineering cost estimate of reclaiming the site to its previous agricultural condition shall be submitted for review and approval;

Per the Solar Facility Guidelines for a Final Reclamation Plan, the engineer cost estimate to implement the Reclamation Plan for each Phase of the Reclamation is included in this Plan as Appendix B.

8. Financial assurances equal to the cost of reclaiming the land to its previous agricultural condition shall be submitted to ensure the reclamation is performed according to the approved plan. Financial assurances shall be made to the County of Fresno and may take the form of a cash or escrow deposit that complies with Section 66499 of the California Government Code, et seq.;

Financial assurances will be provided based on the engineer cost estimate noted under item 7, above.

9. Evidence that all owners of record have been notified of the proposed Reclamation Plan.

As discussed under item 4, above, RE Scarlet LLC, a wholly-owned subsidiary of EDP Renewables North America LLC, owns the entire project site.

3.0 BASELINE CONDITIONS

3.1 SOIL CONDITIONS

Table 1, *Project Site Soils Land Capability Classification and Storie Index Scores*, describes the project's soil classifications according to various systems used in California. Refer to Figure 4, *Soils Map*, in Appendix A for the distribution of soils on the project site. The majority of the site consists of the Tranquillity clay and Ciervo clay as only 0.01 acre of Calfax clay soil exists on-site.

Table 1
PROJECT SITE SOILS LAND CAPABILITY CLASSIFICATION AND STORIE INDEX SCORES

Map Symbol	Mapping Unit	Acres	Proportion Project Site	LCC Rating	LCC Rating Value	Storie Index Rating	Storie Index Rating Class
286	Tranquility clay, saline-sodic, wet	2,394.6	0.64	IIIw	60	5	Grade 5 – Poor
461	Ciervo clay, saline-sodic, wet	1,371.6	0.36	IIIs	60	26	Grade 4 – Poor
482	Calfax clay loam, saline-sodic, wet	0.01	0.00	IIIs	60	39	Grade 4 – Poor
	TOTAL	**3,766.21**	**1.00**	–	–	–	

Source: NRCS 2023
Notes: LCC – Land Capability Classification.

Land Capability Classification (LCC) demonstrates the suitability of soils for growing field crops. Based on LCC, the site's LCC soil rating is Class 3. Class 3 soils have severe limitations that reduce the choice of plants or require special conservation practices, or both. The letter "s" shows that the soil is limited mainly because it is shallow, droughty, or stony, and the letter "w" shows that water in or on the soil interferes with plant growth or cultivation (in some soils the wetness can be partly corrected by artificial drainage).

The Storie Index Rating provides a numeric rating (based on a 100-point scale) of the relative degree of suitability or value of a given soil for intensive agriculture use. This rating is based upon soil characteristics only. Named components are assigned grades according to their suitability for general intensive agriculture as shown by their Storie index ratings. The six grades and their range in index ratings are: Grade 1—80 to 100; Grade 2—60 to 79; Grade 3—40 to 59; Grade 4—20 to 39; Grade 5—10 to 19; and Grade 6—less than 10 (USDA 2006).

The LCC rating for each soil type and the Storie Index rating was determined based on the Soil Survey for Fresno County (USDA 2006).

3.2 HISTORICAL AGRICULTURAL USE

The project site is primarily dry-farmed agriculture that has been intermittently irrigated. For the past 10 years, the project site has been in low-yield agricultural production (tilled, seeded, and harvested for winter wheat); intermittently irrigated (drip or sprinkler) and harvested for alfalfa seed or other crops; or disced twice a year and left fallow. The site is subject to high levels of selenium and a water table that does not provide sufficient drainage for most commercially irrigated crops.

For the portion of the project site that is cultivated without the benefit of irrigation, the productivity of these crops depends entirely on rainfall. When the unirrigated crops fail to mature to harvest, the land is grazed as rangeland grasses.

4.0 PROJECT FACILITY AND EQUIPMENT

The project will be comprised of solar panels, inverters, access roads, an O&M building, septic system and leach field, and electrical equipment including substations, battery storage enclosures, and wiring.

The site will be secured by an up to 8-foot-high chain link perimeter fence, topped with three-strand barbed wire, through which multiple points of ingress/egress would be accessed by locked gates.

4.1 FOUNDATIONS

Concrete foundations (equipment pads) will be required for energy storage containers, substation dead-end structures, project inverters, transformers, and switchgear. The O&M building will be constructed on a concrete foundation. Foundations will vary in depth based on micro-siting of these elements but will range from approximately 6 inches to 36 inches. PV arrays will be supported by steel piles that are driven directly into the substrate and will not require concrete foundations.

4.2 SOLAR PV ARRAYS AND RACKING

The PV modules will be manufactured at an off-site location and then transported to the Project site. The PV modules will be mounted on a galvanized metal racking system (that would include a metal single-axis utility-scale tracker or a fixed-tilt racking system) and would be connected to inverter-transformer stations. The modules will be made of a semiconductor material covered by a tempered glass pane or otherwise sealed for long-term outdoor durability. PV modules would be dark colored, highly absorptive, and minimally reflective. As previously mentioned, the structures supporting the PV modules consist of steel piles, driven into the substrate.

4.3 ENERGY STORAGE SYSTEM

The project will include a battery storage system capable of storing up to 400 MW of electricity and conducting energy to the regional electricity grid. The battery storage system will be located in the southwestern portion of parcel 028-071-47. The storage system will consist of battery banks housed in electrical enclosures and buried electrical conduit. The project will use one of a number of commercially available energy storage technologies, including but not limited to Lithium-ion (Li-ion) or flow batteries. The energy storage system will be concentrated in one location on the site, connected to the PV array via alternating current ("AC-coupled").

4.4 ELECTRICAL COLLECTION, INVERTERS, AND TRANSFORMERS

Panels will be electrically connected into panel strings using wiring attached to the panel racking system. Panel strings will be electrically connected to one other via overhead and/or underground wiring installed from the panel strings to combiner boxes located throughout the PV arrays. Wire depths will be in accordance with local, state, and federal codes, and will likely be buried at a minimum of 18 inches below grade by excavating a trench wide enough to accommodate the cables. To accommodate the cables, a polyvinyl chloride (PVC) conduit may be installed in the trench, or, alternatively, cable rated for direct burial would be installed. Where used, overhead cables will be installed on wood poles up to 50 feet in height.

Each 2 MW block of the project will include an inverter-transformer station. Each inverter-transformer station will be constructed on a concrete pad or steel skid measuring approximately 40 feet by 25 feet; however, the final size will depend on available technology and market conditions. Each inverter and transformer station will contain a DC combiner (which will collect DC electrical power from the PV modules), up to four inverters, a transformer, an auxiliary power transformer, and a switchboard approximately eight to 11 feet high. If required based on site meteorological conditions, an inverter shade structure will be installed at each pad. The shade structure would consist of wood or metal supports and a durable outdoor material shade structure (metal, vinyl, or similar). The shade structure would extend up to 10 feet above the top of the inverter pad.

4.5 SUBSTATION AND GEN-TIE TRANSMISSION LINES

The project will include one substation. The substation will occupy an approximately 27,000-square-foot (150 feet by 180 feet) area enclosed by an approximately 8-foot-high chain link fence topped with one foot of barbed wire. The substation is anticipated to be shared with the proposed Sonrisa Solar Energy Project and will be located in the southwestern portion of parcel 028-071-47.

Structural components in the substation area will include transformers, footings, control buildings, metering stand, capacitor bank, circuit breaker and air disconnect switches, fiber optic telecommunications infrastructure, lighting mast, dead-end structure, and equipment storage containers. The substation area will be graded and compacted, and the equipment placed on concrete pads.

Because the substation transformers will contain oil as an insulating fluid, the substation will be designed to accommodate an accidental spill of transformer fluid using containment-style mounting. Each of the dead-end structures will require foundations excavated to a depth of 20 feet or more.

The gen-tie structures will include tubular steel poles and H-frame structures with foundations excavated to a depth of 20 feet or more. The overhead gen-tie line will be up to approximately 3.5 miles long and consist of up to 30 structures. The structures could be up to 150 feet tall, although most would likely be no more than 110 feet. Overhead gen-tie lines are anticipated to be shared with the proposed Sonrisa Solar Energy Project and would be located on parcel 028-101-84.

4.6 SUPPORT FACILITIES

Support facilities include the 700-square-foot O&M building, SCADA system, and the meteorological data collection system. The O&M building will be located on a concrete foundation and will include plumbing, a septic system and leach field. The O&M building is anticipated to be shared with the proposed Sonrisa Solar Energy Project and will be located in the southwestern portion of parcel 028-071-47.

The SCADA system will include buried fiber optic cables, and the SCADA system cabinet will be located in the control buildings in the substation facility. Telecommunication systems associated with the SCADA system will interconnect at PG&E's Tranquillity Switching Station.

4.7 FENCING

A dual purpose security and wildlife fence will be constructed around the project and will enclose all operational areas throughout the lifetime of the project through decommissioning. The fence design will reach up to 8 feet high and will consist of approximately 6-foot-high chain-link galvanized metal fence topped by three strands of barbed wire approximately one foot high.

4.8 DRIVEWAYS

The perimeter road and main access roads will be approximately 20 to 30 feet wide and constructed to be consistent with facility maintenance requirements and Fresno County Fire Department standards. These roads will be surfaced with gravel, compacted dirt, or another commercially available surface. Internal roads will have permeable surfaces and be approximately 12 to 20 feet in width or as otherwise required by Fresno County Fire Department standards. They will be treated to create a durable, dustless surface for use during construction and operation. This will likely involve surfacing with gravel, compacted native soil, or a dust palliative.

5.0 DECOMMISSIONING AND RESTORATION PROCESS

Decommissioning of the project is assumed to begin approximately 35 years after operation of the project is initiated. Project decommissioning may incorporate sale and/or recycling of some components; however, this Draft Reclamation Plan assumes that all equipment and facilities within and associated with the facility will be removed.

All decommissioning, reclamation, and restoration activities will adhere to the requirements of appropriate governing authorities, and will be in accordance with all applicable federal, provincial, and local permits. The reclamation and restoration process comprises removal of above ground structures;

removal of below ground foundations and infrastructure; and restoration of topsoil, re-vegetation, and seeding. Appropriate temporary (construction-related) erosion and sedimentation control best management practices (BMP) will be used during the reclamation phase of the project. The BMPs will be inspected on a regular basis to ensure their function.

Reclamation of the project will occur within 24 months of either: (i) the expiration of the project's CUP or (ii) the abandonment of the project without the project owner making efforts to cure a disruption of electricity production, whichever occurs first.

Construction of the Scarlet Solar Energy Project will occur in four phases. Construction of Phases I and II is complete, with Phase IV mostly complete. Construction of Phase III is anticipated to start in late 2025. Phase IV will include the construction of energy facilities that will be shared by the Scarlet Solar Energy Project and the proposed Sonrisa Solar Energy Project. The shared facilities will be located on parcels 028-071-47, 028-101-84, 028-071-39, 028-071-34, 028-111-01, 028-111-07, 028-111-10, 028-111-13, 028-111-14, 028-111-15, 028-111-16, 028-111-17, and 028-111-19. Phase IV is shown on Figure 2 in Appendix A. Note that Phase IV boundaries are approximate at this time and legal descriptions would be provided to support any Reclamation Agreement. It is anticipated that the Scarlet Solar Energy Project and the proposed Sonrisa Energy Project will share a general substation and O&M facility and parking area located in the southwestern portion of parcel 028-071-47. Additionally, shared transmission lines will be located on portions of parcels 028-101-84, 028-071-39, 028-111-01, 028-111-07, 028-111-10, 028-111-13, 028-111-14, 028-111-15, 028-111-16, 028-111-17, and 028-111-19.

Similar to the construction of the project, decommissioning of the project will occur in four phases. Infrastructure that solely support Phase I, Phase II, and Phase III will be decommissioned at the end of the useful life of each phase. The decommissioning of any of Phases I through IV infrastructure could occur independently of the other phase and would not need to be decommissioned in a particular order. All infrastructure that will be shared across phases (Phase IV) as well as across projects (Scarlet Solar Energy Project and proposed Sonrisa Solar Energy Project) will be decommissioned at the end of the last phase that utilizes that infrastructure. In other words, reclamation of the infrastructure that would be shared across projects will occur within 24 months of either: (i) the later of the expiration of the Sonrisa Solar Energy Project or the Scarlet Solar Energy Project's CUP or (ii) the abandonment of both the Sonrisa Solar Energy Project and the Scarlet Solar Energy Project without the project owner making efforts to cure a disruption of electricity production, whichever occurs first.

5.1 SITE PREPARATION ACTIVITIES

The project site will be prepared prior to commencement of decommissioning and salvage activities (including removal of facilities, Section 5.3, and site restoration, Section 5.5). These preparatory measures will include electrical inspections as well as inspections of any water tanks on site, access routes, drainage crossings, security fences, and gates to ensure all such components are safe and functional. Following these inspections, preparatory measures may be required including, but not limited to, electrical improvements, road improvements, as-needed vegetation clearing, fencing and gate repair, and removal and disposal of materials generated from the above-listed activities. Creation of temporary work area(s) to provide sufficient area for the lay-down of the disassembled project components and loading onto trucks will be required.

5.2 REMOVAL OF FACILITIES

This section describes the materials and other equipment that will require removal or salvage during the decommissioning process. Prior to, during, and after removal, project equipment and components will be inspected to ensure all components are safe and functional.

The equipment will generally be removed in reverse order of the installation, as follows:

1. Solar Array and Rack Disassembly

    a. The solar facility will be disconnected from the utility power grid.

    b. PV modules will be disconnected, collected, and either shipped to another project, salvaged, or submitted to a collection and recycling or disposal program. During decommissioning, PV panels will be de-energized and dismantled from the torque tubes by sliding the panels off the mounting saddles once the connector clips are removed. Next, the PV solar panels and rack supports will be removed in their entirety from the site. The panels will be carefully removed by hand and the rack supports will be removed by excavators with attachments, or other similar equipment. The panels will be placed on pallets and transported off-site.

    c. Aboveground and underground electrical interconnection and distribution cables that are no longer deemed necessary by the local public utility company will be removed to approximately three feet below ground surface and disposed of or recycled off-site by an approved recycling facility.

    d. PV module racking systems will be removed and may be recycled off-site by a metals recycler. The racking structure supporting the PV panels will be unbolted and disassembled using standard hand tools. The vertical steel piles, poles, and posts supporting the racks and all steel support piles will be completely removed and transported off-site for salvage or reuse. Other equipment and/or material will be removed from the site for resale, scrap value, recycled, or disposal depending on market conditions.

2. Pier and Foundation Removal

    The larger slab-on-grade concrete foundations and support pads will be broken up by mechanical equipment (such as a backhoe-hydraulic hammer/shovel, or jackhammer), loaded onto trucks, and removed from the site. Concrete pads will be recycled or reused as clean fill at another location.

3. Electrical Demolition

    a. Electrical demolition includes the electrical equipment and infrastructure. DC combiner boxes, power aggregation wiring, Power Conversion Stations (DD recombiner/inverter/ transformer modular units), sensors, weather stations, the gen-tie line connecting to the substation. Power Conversion Stations will be removed by cutting and removing the conduit and using a crane to place the unit in a salvage truck. All additional above ground cables would be cut and removed, including above ground conductors and grounding cable, and overhead lines. Decommissioning will require dismantling and

removal of all aboveground electrical equipment and conduit or improvements placed above or below ground. Removal of substation equipment includes transformers, switches, structures, overhead lines, equipment pads, and grounding grid. Underground equipment to be removed consists of underground cables, conduit, and electrical lines. Equipment will be de-energized prior to removal; salvaged (where possible); placed in appropriate shipping containers; and secured in a truck transport trailer for transport off-site. All conductors are assumed to be removed and aggregated for recycling. All subterranean conduit, Power Conversion Stations, and other electrical equipment will be removed for off-site recycling or disposal. All decommissioning, recycling, and disposal of electrical devices, equipment and wiring/cabling will be conducted in accordance with applicable local, state, and federal standards and guidelines.

b. The gen-tie to the PG&E Tranquillity Switching Station will be removed. Overhead electrical lines and poles will be removed and recycled, reused, or disposed of in accordance with regulatory requirements at the time of decommissioning, and holes from pole removal will be filled with clean fill.

4. Civil Site Reclamation

   a. The septic system and leach field will be removed.

   b. Fencing will be removed and will be recycled off-site by an approved recycler.

   c. Interior driveways and pre-fabricated bridges can either remain on-site for future use or be removed. Gravel will be repurposed either on- or off-site.

5.3 DEBRIS MANAGEMENT, DISPOSAL, AND RECYCLING

During the demolition process, removed materials and demolition debris will be placed in designated locations within the project site. The stockpiles will then be transported to an off-site recycling center, used equipment market for resale, or an approved landfill depending on the material being disposed of. Equipment will be salvaged or recycled wherever possible.

5.4 HAZARDOUS WASTE

Relatively small quantities of hazardous materials would be used during decommissioning. Disposal and transportation of hazardous waste will be conducted in compliance with appropriate state and federal laws, ordinances, regulations, and standards.

5.5 SITE RESTORATION

Soils will be restored to pre-project topographic conditions to prepare the site for the continuation of agricultural land uses. Areas planned for crop production within 12 months following decommissioning will be left unplanted.

All driveways and other areas compacted during original construction or by equipment used in the decommissioning will be tilled in a manner adequate to restore the sub-grade material to the proper density and depth consistent with adjacent properties. Holes and low areas resulting from the removal of project features such as piles, poles, and foundations will be filled with clean, compatible sub-grade

material resulting from on-site decommissioning activities. After proper sub-grade depth is established, locally-sourced topsoil would be placed to a depth and density consistent with adjacent properties.

As previously mentioned, areas that will be revegetated may be limited to areas disturbed during decommissioning activities and that won't be used for crop production within 12 months following decommissioning. Areas planned for revegetation restoration will be prepared as followed: 1) Mow area; 2) Disk area; 3) Hydraulic seeding project site using a rangeland seed mix of grasses and forage crops.

6.0 DECOMMISSIONING COSTS AND FINANCIAL ASSURANCES

6.1 ESTIMATED COST AND SALVAGE VALUES

The estimated budget will present a probable cost, in present value, for the decommissioning based on the assumption that the solar modules, module support structures, racking, electrical system, interconnection facilities, and other project components may be disassembled and recycled and disposed of following completion of the solar electric power system. Per the Solar Facility Guidelines for a Final Reclamation Plan, the engineer cost estimate to implement the Reclamation Plan will be provided following project approval and will be included in this Plan as Appendix B. The cost estimates are applicable for a five-year period from the date of submission.

6.2 FINANCIAL GUARANTEES FOR DECOMMISSIONING

In accordance with CUP No. 3555 Condition of Approval 5, prior to the issuance of the grading permit, the project owner will provide financial assurance in an amount sufficient to reclaim the site to its previous conditions in accordance with the approved Reclamation Plan. Financial assurances will be made to the County of Fresno and maintained through a cash or escrow deposit.

The financial assurance under the agreement shall (1) initially cover the project owner's cost of performing its obligations under the reclamation agreement, as stated above, based on the final County-approved design of the project, which cost estimate shall be provided by the project owner to the county and be subject to approval by the County, and (2) be automatically increased annually, due to increases in costs, using the Engineering News-Record construction cost index. This estimate will consider any project components that are expected to be left in place at the request of and for the benefit of the subsequent landowner (e.g., access roads, electrical lines, O&M building).

7.0 REFERENCES

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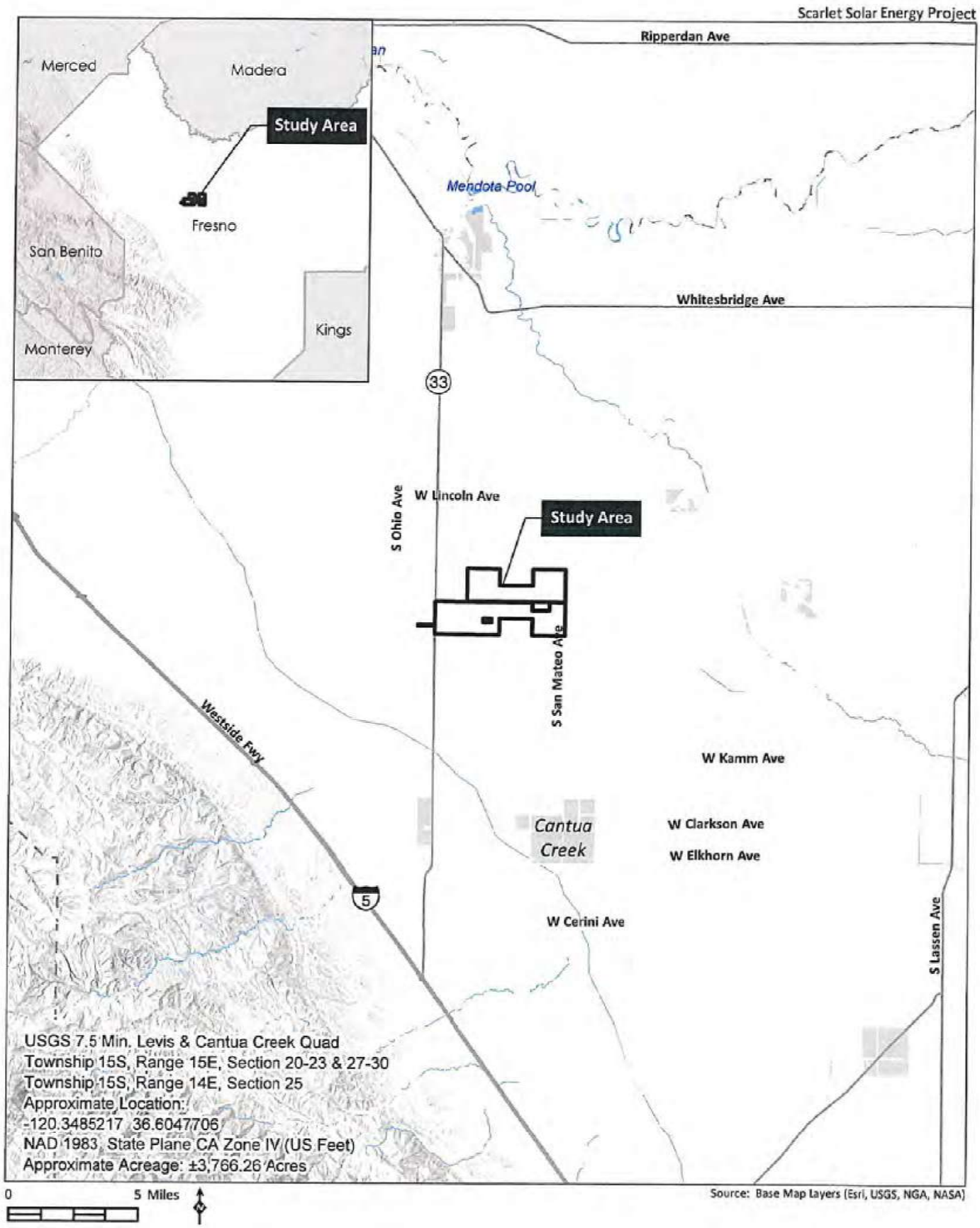
Appendix A

Figures



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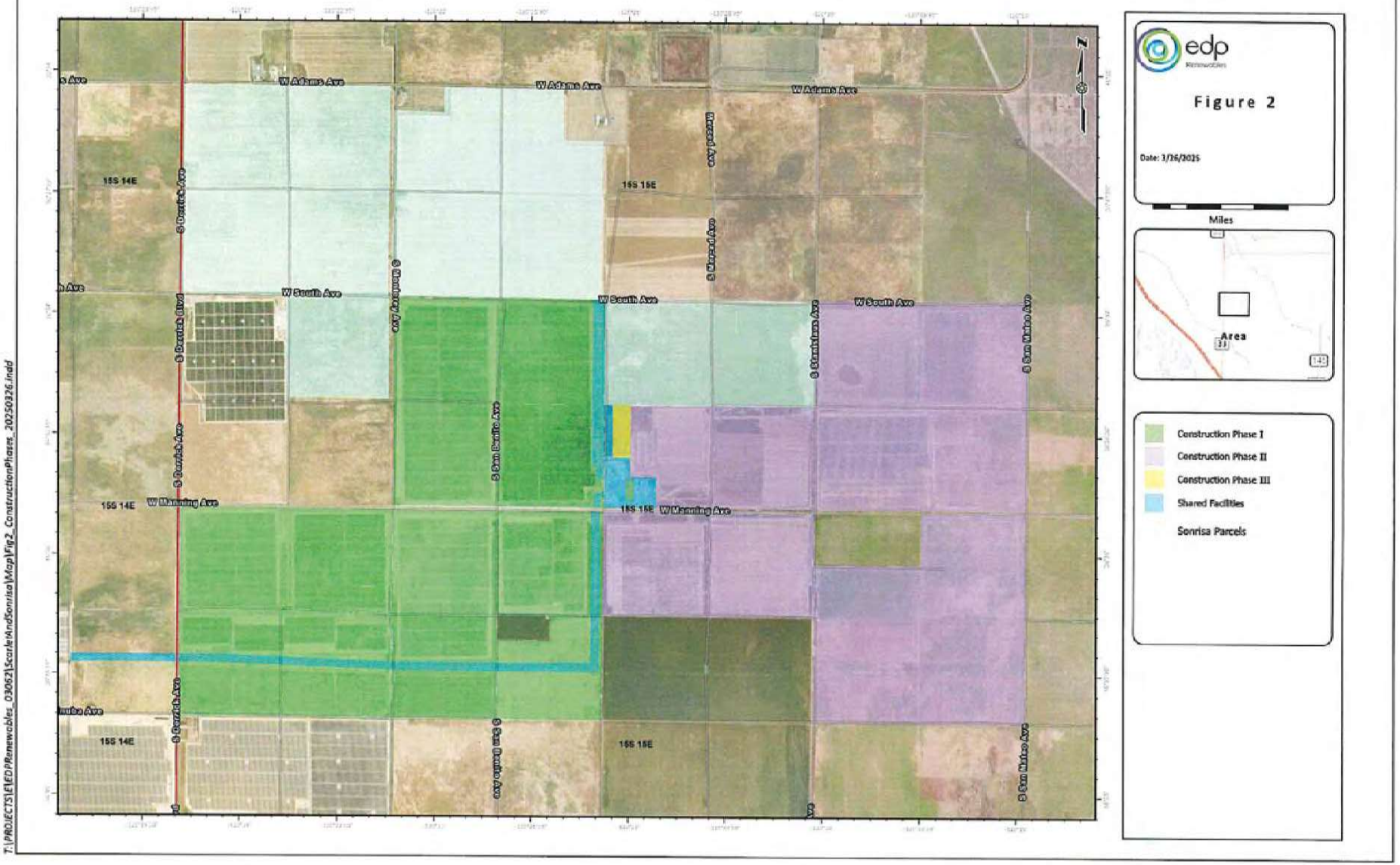
Regional Location Map

Figure 1



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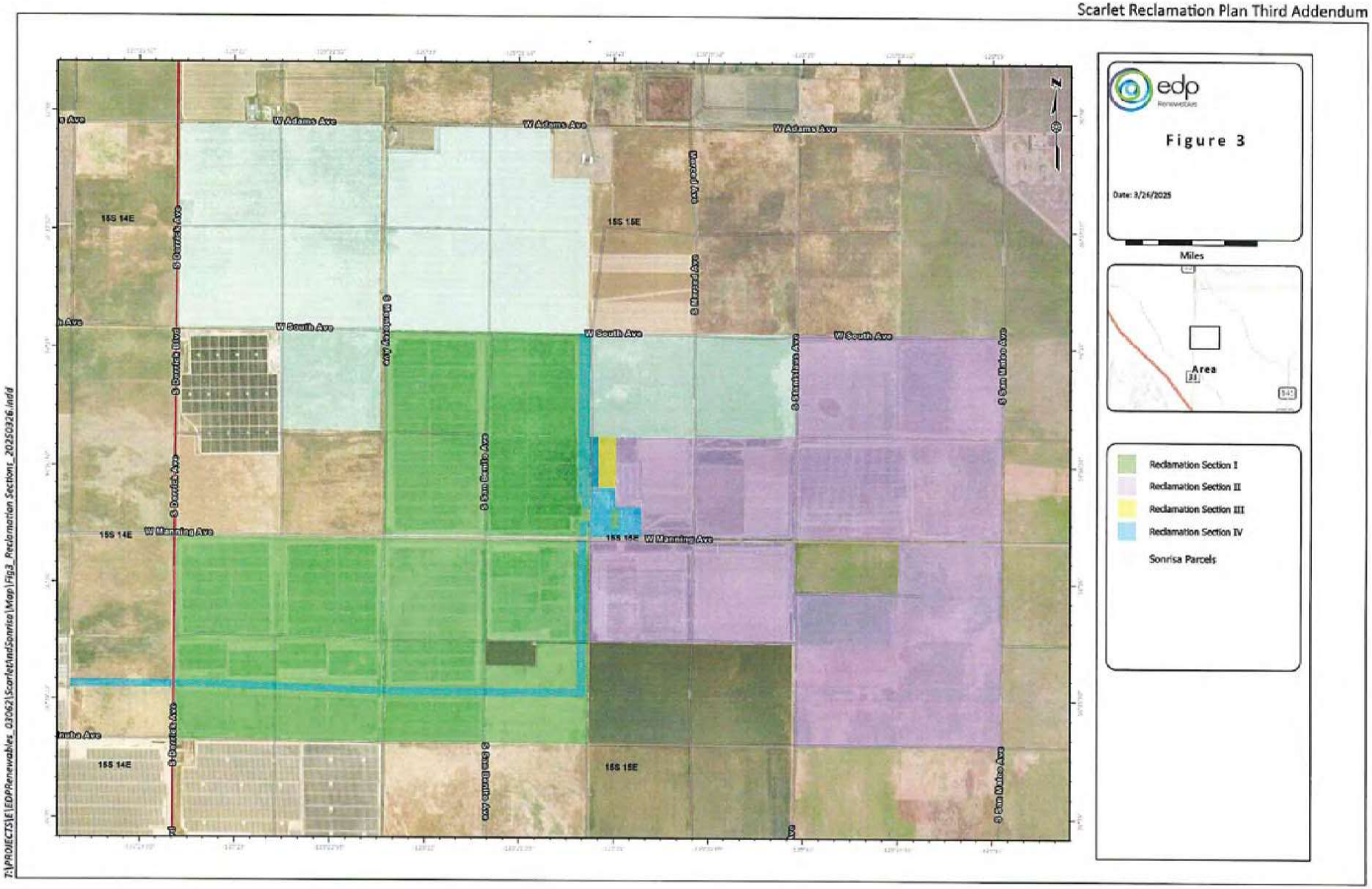
Construction Phases

Figure 2



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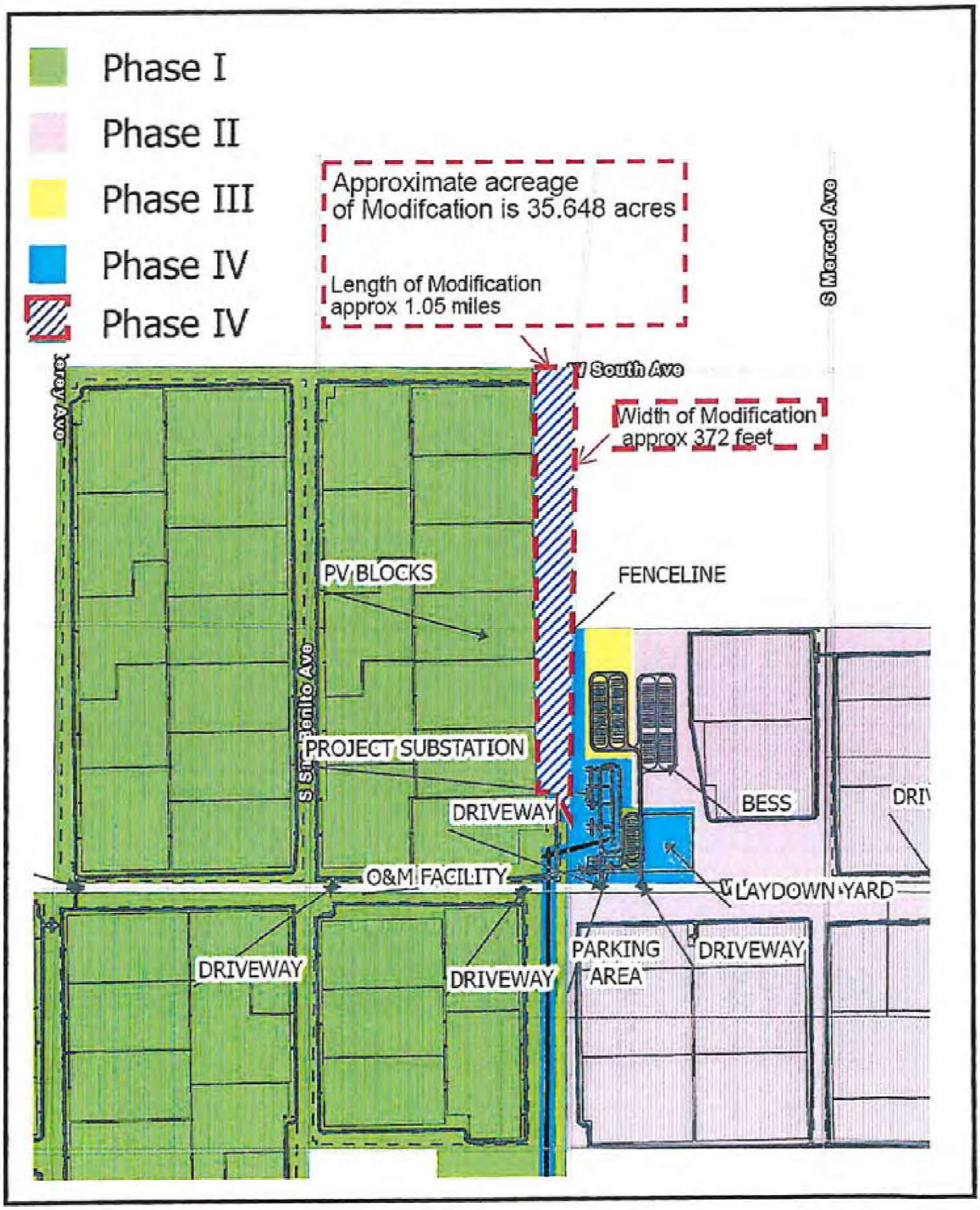
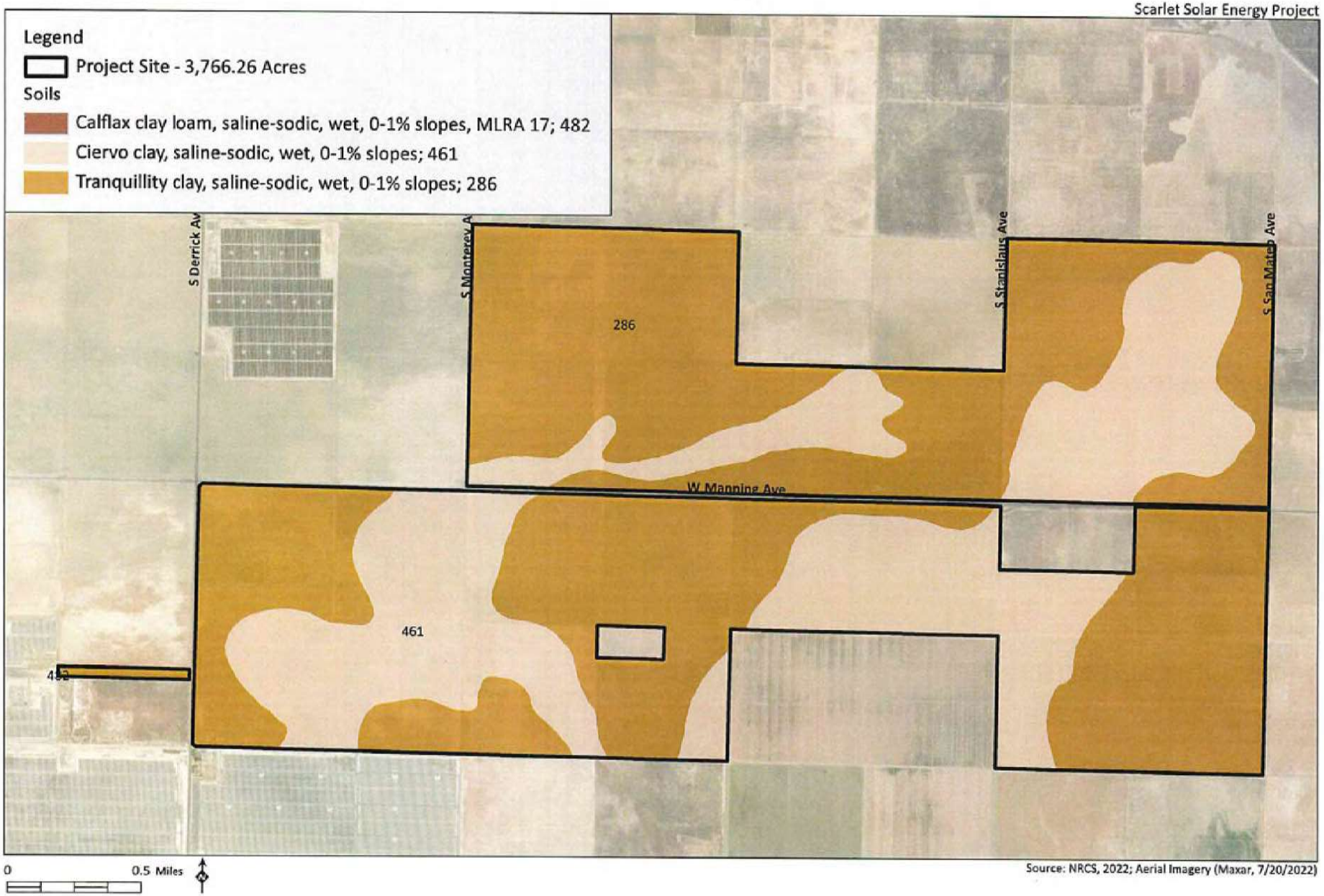
Reclamation Sections

Figure 3

FIGURE 3-2





HELIX Environmental Planning

Soils Map

Figure 4

Table 1: Scarlet I Decommissioning Cost Summary Table

Dismantling Civil Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Solar Photovoltaic Modules/ Panels[2]		-		$ 617,470.00		-			$ 37,780.00	
Electrician de-energizes circuits and disconnects module	6	$ 66.47	1000	$ 159,410.00		-				$ 655,250.00
General laborer dismounts modules and palletizes (for shipping)	6	$ 61.31	1500	$ 214,585.00		-				
Equipment operator utilizes forklift (to transfer onto transport truck)	4	$ 81.39	2500	$ 203,475.00	4	$ 250.00	$ 2,085.00	4.5	$ 37,780.00	
Battery Modules + Containers[3]		-		$ 14,777.64		-			$ 3,688.00	
Electrician/ BESS technician de-energizes circuits, disconnects BESS containers from distribution system, and ensures safe and secure container removal	4	$ 66.47	51	$ 3,389.97		-				
General laborer performs mechanical disconnection, frees BESS container from grade beams, and performs demolition of grade beam support structures	6	$ 61.31	63	$ 3,862.53		-				$ 18,465.64
Equipment operator utilizes crane	2	$ 91.53	42	$ 3,844.26	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
Equipment operator utilizes end loader	2	$ 87.64	42	$ 3,680.88	2	$ 250.00	$ 1,030.00	0.5	$ 1,280.00	
Solar Racking Structure		-		$ 32,911.80		-			$ 1,280.00	
General laborer unbolts and disassembles	6	$ 61.31	84	$ 5,150.04		-				$ 33,791.80
Equipment operator utilizes end loader	2	$ 87.64	84	$ 7,361.76	2	$ 250.00	$ 1,030.00	0.5	$ 1,280.00	
Steel Piles		-		$ 37,391.40		-			$ 4,750.00	
General laborer performs removal	7	$ 61.31	430	$ 26,363.30		-				$ 42,341.40
Equipment operator utilizes vibratory pile extractor	1	$ 86.77	130	$ 11,228.10	1	$ 250.00	$ 4,500.00	1	$ 4,750.00	
Fencing		-		$ 7,149.60		-			$ 2,310.00	
General laborer detaches fence and aggregates	4	$ 61.31	48	$ 2,942.88		-				$ 9,459.60
Equipment operator utilizes backhoe (to pull and load fence posts)	4	$ 87.64	48	$ 4,206.72	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	
Roads		-		$ 6,397.72		-			$ 2,310.00	
Equipment operator utilizes end loader	4	$ 87.64	73	$ 6,397.72	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	$ 8,707.72
Concrete Foundations (including PCS, transformer, battery container)		-		$ 1,689.50		0.5			$ 765.00	
General laborer performs demolition	2	$ 61.31	10	$ 613.10		-				$ 2,254.50
Equipment operator utilizes end loader	1	$ 87.64	10	$ 876.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	

Dismantling Electrical Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Underground Conductors and Communications Cables		-		$ 7,000.50		-			$ 2,294.50	
General laborer pulls wire	2	$ 61.31	30	$ 1,839.30		-				$ 9,735.00
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes excavator	1	$ 90.65	30	$ 2,719.50	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Conductors and Messenger Support Cables		-		$ 6,910.20		-			$ 2,057.50	
General laborer removes conductors from trusker structures	2	$ 61.31	30	$ 1,839.30		-				$ 8,967.70
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Power Conversion Stations (recombiner/ inverter/ transformer units)		-		$ 6,474.30		-			$ 2,408.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10		-				$ 8,882.30
General laborer cuts and removes conduit	2	$ 61.31	30	$ 1,839.30		-				
Equipment operator utilizes crane to place in truck	1	$ 86.03	30	$ 2,640.90	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
Load Break Disconnect Switches		-		$ 6,442.60		-			$ 765.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10		-				$ 7,227.60
General laborer cuts conduit/ wire	2	$ 61.31	30	$ 1,839.30		-				
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Additional Electrical Equipment (including sensors and weather stations)		-		$ 6,442.60		-			$ 765.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10		-				$ 7,227.60
General laborer cuts conduit/ wire	2	$ 61.31	30	$ 1,839.30		-				
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
MV Underground Collection Cabling (34.5 kV)		-		$ 9,829.70		-			$ 3,499.50	
General laborer decouples and loads on forklift	2	$ 61.31	30	$ 1,839.30		-				$ 13,129.20
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Equipment operator utilizes generator	1	$ 90.65	30	$ 2,719.50	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Cables		-		$ 2,377.66		-			$ 3,700.50	
Electrician disconnects cables	2	$ 66.47	8	$ 531.76		-				$ 6,078.10
Equipment operator utilizes crane to lower cable to the ground	1	$ 88.03	8	$ 704.24	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
General laborer coils cable	2	$ 61.31	8	$ 490.48	-					
Equipment operator utilizes forklift to place cable on truck	1	$ 81.39	8	$ 651.12	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	

Site Final Restoration

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Re-Grading of Site (after excavation and removal of underground materials and		-		$ 2,881.57		-			$ 2,362.00	
General operator utilizes grader	2	$ 61.31	47	$ 2,881.57	1	$ 400.00	$ 3,924.00	0.5	$ 2,362.00	$ 5,243.57
Site Rehabilitation (including seeding)[4]		-		$ 2,881.57		-			$ 44,547.50	
General laborer mows/ disks area with seeding	6	$ 61.31	47	$ 2,881.57		-			$ 44,547.50	$ 47,429.07

Hauling and Disposal/Recycling

	Hauling Cost					Disposal/Recycling Cost			Total Hauling + Disposal Costs
	Cost per Truck per Day	Weight (ton)	Tons per Truck	Trips per Day	Total	Disposal/Recycling Rate ($/ton)	Weight (ton)	Total	
General Refuse[5]	$ 1,650.00	34,358.08	24	4	$ 550,529.43	$ 26.75	34,358.08	$ 919,076.54	$ 1,509,607.97
Other Waste[6]	$ 1,650.00	19580.51	24	2	$ 679,078.58	$ 50.00	19,580.51	$ 979,025.42	$ 1,652,105.40

Project Administrative Fees

County Administrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding project management and monitoring of contractors)	-	$ 20,000.00
SUBTOTAL		$ 4,045,904.17
Contingency (15%)		$ 606,885.62
TOTAL		$ 4,652,789.79

1. *Estimate reflects use of prevailing wage scales.*
2. *Estimate assumes approximately 3.2 total solar panel dismantling labor hours per approximate solar panel impact acreage (approximately 1 total solar panel dismantling labor minute per solar panel).*
3. *Estimate assumes approximately 86 total battery dismantling labor hours per approximate battery impact acreage (approximately 3.2 total battery dismantling labor hours per battery container).*
4. *Estimate assumes that around 5% of the site (approximately 1730 acres) will require seeding with a seeding material cost of approximately $535/ acre.*
5. *The general disposal/ recycling site address assumed for this estimate is located at 11850 W American Avenue, Kerman, CA 93630. The project site address is 30250 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 17.5 miles from the project site to the facility (approximately 28 minutes), it is assumed that 4 trips will be made per day. Disposal/ Recycling rate is based on public County of Fresno fees effective July 2022.*
6. *The disposal/ recycling site address assumed for this estimate is located at 3243 S East Avenue, Fresno, CA 93725. The project site address is 30250 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 37.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/ Recycling rate is based on estimations received from recycling centers.*

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 2: Scarlet II Decommissioning Cost Summary Table

Dismantling Civil Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/Hr Rate	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/Month	Months	Total	
Solar Photovoltaic Modules/ Panels[1]		-		$ 617,470.00		-			$ 33,610.00	
Electricians de-energizes circuits and disconnects module	6	$ 66.47	3000	$ 199,410.00		-				$ 651,080.00
General laborer disconnects modules and batteries (for shipping)	6	$ 61.31	3500	$ 214,585.00		-				
Equipment operator utilizes forklift (to transfer onto transport truck)	4	$ 81.39	2500	$ 203,475.00	4	$ 250.00	$ 2,985.00	4	$ 33,610.00	
Battery Modules + Containers[2]		-		$ 55,402.16		-			$ 6,876.00	
Electrician/ BESS technician de-energizes circuits, disconnects BESS containers from distribution system, and ensures safe and secure container removal	4	$ 66.47	189	$ 12,562.83		-				$ 62,278.16
General laborer performs mechanical disconnection, frees BESS container from grade beams, and performs demolition of grade beam support structures	6	$ 61.31	237	$ 14,580.47		-				
Equipment operator utilizes crane	2	$ 91.53	158	$ 14,461.74	1	$ 250.00	$ 4,316.00	1	$ 4,566.00	
Equipment operator utilizes end loader	2	$ 87.64	158	$ 13,847.12	1	$ 250.00	$ 1,030.00	1	$ 2,310.00	
Solar Racking Structure		-		$ 11,920.20		-			$ 1,280.00	
General laborer unbolts and disassembles	6	$ 61.31	76	$ 4,659.56		-				$ 12,600.20
Equipment operator utilizes end loader	2	$ 87.64	76	$ 6,660.64	1	$ 250.00	$ 1,030.00	0.5	$ 1,280.00	
Steel Piles		-		$ 49,629.60		-			$ 4,750.00	
General laborer performs removal	7	$ 61.31	570	$ 34,946.70		-				$ 54,379.60
Equipment operator utilizes vibratory pile extractor	1	$ 86.37	170	$ 14,682.90	1	$ 250.00	$ 4,500.00	1	$ 4,750.00	
Fencing		-		$ 7,447.50		-			$ 2,310.00	
General laborer detaches fence and aggregates	4	$ 61.31	50	$ 3,065.50		-				$ 9,757.50
Equipment operator utilizes backhoe (to pull and load fence posts)	4	$ 87.64	50	$ 4,382.00	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	
Roads		-		$ 7,274.12		-			$ 2,310.00	
Equipment operator utilizes end loader	4	$ 87.64	83	$ 7,274.12	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	$ 9,584.12
Concrete Foundations (including PCS, transformer, battery container)		-		$ 1,489.50		-			$ 765.00	
General laborer performs demolition	2	$ 61.31	10	$ 613.10		-				$ 2,254.50
Equipment operator utilizes end loader	1	$ 87.64	10	$ 876.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	

Dismantling Electrical Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/Month	Months	Total	
Underground Conductors and Communications Cables		-		$ 7,000.50		-			$ 2,754.50	
General laborer pulls wire	2	$ 61.31	30	$ 1,839.30		-				$ 9,735.00
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,985.00	0.5	$ 3,292.50	
Equipment operator utilizes excavator	1	$ 90.65	30	$ 2,719.50	1	$ 250.00	$ 2,984.00	0.5	$ 3,442.00	
Aboveground Conductors and Messenger Support Cables		-		$ 6,980.20		-			$ 2,057.50	
General laborer removes conductors from tracker structures	2	$ 61.31	30	$ 1,839.30		-				$ 8,967.70
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,985.00	0.5	$ 3,292.50	
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Power Conversion Stations (recombiner/ inverter/ transformer units)		-		$ 6,474.30		-			$ 2,408.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10		-				$ 8,882.30
General laborer cuts and removes conduit	2	$ 61.31	30	$ 1,839.30		-				
Equipment operator utilizes crane to place in truck	1	$ 88.03	30	$ 2,640.90	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
Load Break Disconnect Switches		-		$ 6,462.60		-			$ 765.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10		-				$ 7,227.60
General laborer cuts conduit/ wire	2	$ 61.31	30	$ 1,839.30		-				
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Additional Electrical Equipment (including sensors and weather stations)		-		$ 6,462.60		-			$ 250.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10		-				$ 6,712.60
General laborer cuts conduit/ wire	2	$ 61.31	30	$ 1,839.30		-				
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 250.00	
MV Underground Collection Cabling (34.5 kV)		-		$ 9,629.70		-			$ 3,499.50	
General laborer decouples and loads on forklift	2	$ 61.31	30	$ 1,839.30		-				$ 13,129.20
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,985.00	0.5	$ 3,292.50	
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Equipment operator utilizes excavator	1	$ 90.65	30	$ 2,719.50	1	$ 250.00	$ 2,984.00	0.5	$ 3,442.00	
Aboveground Cables (including project transmission line)		-		$ 2,972.00		-			$ 3,700.50	
Electrician disconnects cables	2	$ 66.47	10	$ 664.70		-				$ 6,672.50
Equipment operator utilizes crane to lower cable to the ground	1	$ 88.03	10	$ 880.30	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
General laborer coils cable	2	$ 61.31	10	$ 613.10		-				
Equipment operator utilizes forklift to place cable on truck	1	$ 81.39	10	$ 813.90	1	$ 250.00	$ 2,985.00	0.5	$ 1,292.50	

Site Final Restoration

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/Month	Months	Total	
Re-Grading of Site (after excavation and removal of underground materials and		-		$ 3,065.50		-			$ 2,362.00	
General operator utilizes grader	2	$ 61.31	50	$ 3,065.50	1	$ 400.00	$ 3,924.00	0.5	$ 2,362.00	$ 5,427.50
Site Rehabilitation (including seeding)[4]		-		$ 3,065.50		-			$ 46,247.00	
General laborer mows/ disks area with seeding	6	$ 61.31	50	$ 3,065.50		-			$ 46,247.00	$ 49,312.50

Hauling and Disposal/Recycling

	Hauling Cost					Disposal/Recycling Cost			Total Hauling + Disposal Costs
	Cost per Truck per Day	Weight (ton)	Tons per Truck	Trips per Day	Total	Disposal/Recycling Rate ($/ton)	Weight (ton)	Total	
General Refuse[5]	$ 1,650.00	41,133.13	24	4	$ 709,973.20	$ 26.75	41,133.13	[illegible]	$ 1,807,286.58
Other Waste[6]	$ 1,650.00	24,391.16	24	2	$ 858,446.13	$ 50.00	24,391.16	[illegible]	$ 2,058,004.14

Project Administrative Fees

County Administrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors)	-	$ 20,000.00
SUBTOTAL		$ 4,803,292.10
Contingency (15%)		$ 720,493.81
TOTAL		$ 5,523,785.91

1. *Estimate reflects use of prevailing wage scales.*
2. *Estimate assumes approximately 5.2 total solar panel dismantling labor hours per approximate solar panel impact acreage (approximately 1 total solar panel dismantling labor minute per solar panel).*
3. *Estimate assumes approximately 106 total battery dismantling labor hours per approximate battery impact acreage (approximately 3.2 total battery dismantling labor hours per battery container).*
4. *Estimate assumes that around 5% of the site (approximately 1756 acres) will require seeding with a seeding material cost of approximately $515/acre.*
5. *The general disposal/ recycling site address assumed for this estimate is located at 18950 W American Avenue, Kerman, CA 93630. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 17.5 miles from the project site to the facility (approximately 20 minutes). It is assumed that 4 trips will be made per day. Disposal/ Recycling rate is based on public County of Fresno fees effective July 2022.*
6. *The disposal/ recycling site address assumed for this estimate is located at 324 S East Avenue, Fresno, CA 93725. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 87.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/ Recycling rate is based on estimations received from recycling centers.*

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 3: Scarlet III Decommissioning Cost Summary Table

Dismantling Civil Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate [1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Battery Modules + Containers[2]		-		$ 78,399.00			-		$ 10,064.00	
Electrician/ BESS technician de-energizes circuits, disconnects BESS containers from distribution system, and ensures safe and secure container removal	4	$ 66.47	270	$ 17,946.90			-			$ 88,863.00
General laborer performs mechanical disconnection, frees BESS container from grade beams, and performs demolition of grade beam support structures	6	$ 61.31	335	$ 20,538.85			-			
Equipment operator utilizes crane	2	$ 91.53	225	$ 20,594.25	2	$ 250.00	$ 4,316.00	1.5	$ 6,724.00	
Equipment operator utilizes end loader	2	$ 87.64	225	$ 19,719.00	2	$ 250.00	$ 1,030.00	1.5	$ 3,340.00	
Fencing		-		$ 646.85			-		$ 2,310.00	
General laborer detaches fence and aggregates	4	$ 61.31	3	$ 183.93			-			$ 2,756.85
Equipment operator utilizes backhoe (to pull and load fence posts)	4	$ 87.64	3	$ 262.92	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	
Roads		-		$ 350.56			-		$ 4,370.00	
Equipment operator utilizes end loader	4	$ 87.64	4	$ 350.56	4	$ 250.00	$ 1,030.00	1	$ 4,370.00	$ 4,720.56
Concrete Foundations (including PCS, transformer, battery container)		-		$ 1,489.50			-		$ 765.00	
General laborer performs demolition	4	$ 61.31	10	$ 613.10			-			$ 2,254.50
Equipment operator utilizes end loader	1	$ 87.64	10	$ 876.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	

Dismantling Electrical Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate [1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Underground Conductors and Communications Cables		-		$ 700.05			-		$ 2,734.50	
General laborer pulls wire	2	$ 61.31	3	$ 183.93			-			$ 3,434.55
Equipment operator utilizes forklift	1	$ 81.39	3	$ 244.17	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes excavator	1	$ 90.65	3	$ 271.95	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Conductors and Messenger Support Cables		-		$ 691.02			-		$ 2,057.50	
General laborer removes conductors from tracker structures	2	$ 61.31	3	$ 183.93			-			$ 2,748.52
Equipment operator utilizes forklift	1	$ 81.39	3	$ 244.17	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	3	$ 262.92	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
MV Underground Collection Cabling(34.5 kV)		-		$ 3,209.50			-		$ 3,499.50	
General laborer decouples and loads on forklift	2	$ 61.31	10	$ 613.10			-			$ 6,709.40
Equipment operator utilizes forklift	1	$ 81.39	10	$ 813.90	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	10	$ 876.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Equipment operator utilizes excavator	1	$ 90.65	10	$ 906.50	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Cables (including project transmission line)		-		$ 2,674.80			-		$ 3,700.50	
Electrician disconnects cables	2	$ 66.47	9	$ 598.23			-			$ 6,375.30
Equipment operator utilizes crane to lower cable to the ground	1	$ 88.03	9	$ 792.27	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
General laborer coils cable	2	$ 61.31	9	$ 551.79			-			
Equipment operator utilizes forklift to place cable on truck	1	$ 81.39	9	$ 732.51	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	

Site Final Restoration

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate [1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
foundations)		-		$ 61.31			-		$ 4,324.00	
General operator utilizes grader	2	$ 61.31	1	$ 61.31	1	$ 400.00	$ 3,924.00	1	$ 4,324.00	$ 4,385.31
Site Rehabilitation (including seeding)[3]		-		$ 61.31			-		$ 360.50	
General laborer mows/ disks area with seeding	6	$ 61.31	1	$ 61.31			-		$ 360.50	$ 421.81

Hauling and Disposal/Recycling

	Hauling Cost					Disposal/Recycling Cost			Total Hauling + Disposal Costs
	Cost per Truck per Day	Weight (ton)	Tons per Truck	Trips per Day	Total	Disposal/Recycling Rate ($/ton)	Weight (ton)	Total	
General Refuse[4]	$ 1,650.00	2,171.63	24	4	$ 37,324.83	$ 26.75	2,171.63	$ 58,091.11	$ 95,416.00
Other Waste[5]	$ 1,650.00	9433.25	24	2	$ 324,267.97	$ 50.00	9,433.25	$ 471,662.50	$ 795,930.47

Project Administrative Fees

County Administrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors)	-	$ 20,000.00
SUBTOTAL		$ 1,034,016.27
Contingency (15%)		$ 155,102.44
TOTAL		$ 1,189,118.71

1. *Estimate reflects use of prevailing wage scales.*
2. *Estimate assumes approximately 11.1 total battery dismantling labor hours per approximate battery impact acreage (approximately 3.2 total battery dismantling labor hours per battery container).*
3. *Estimate assumes that around 5% of the site (approximately 14 acres) will receive seeding with a seeding material cost of approximately $515/ acre.*
4. *The general disposal/ recycling site address assumed for this estimate is located at 18950 W American Avenue, Kerman, CA 93630. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,651 and estimated tons per truck is 24 tons. The trip is approximately 17.5 miles from the project site to the facility (approximately 20 minutes). It is assumed that 4 trips will be made per day. Disposal/ Recycling rate is based on public County of Fresno fees effective July 2022.*
5. *The disposal/ recycling site address assumed for this estimate is located at 3243 S East Avenue, Fresno, CA 93725. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 37.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/ Recycling rate is based on estimations received from recycling centers.*

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 4: Scarlet IV Decommissioning Cost Summary Table

Dismantling Civil Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Fencing		-		$ 297.90	-				$ 2,310.00	
General laborer detaches fence and aggregates	4	$ 61.31	2	$ 122.62	-					$ 2,607.90
Equipment operator utilizes backhoe (to pull and load fence posts)	4	$ 87.64	2	$ 175.28	4	$ 259.00	$ 1,030.00	0.5	$ 2,310.00	
Roads		-		$ 262.92	-				$ 2,310.00	
Equipment operator utilizes end loader	4	$ 87.64	3	$ 262.92	4	$ 259.00	$ 1,030.00	0.5	$ 2,310.00	$ 2,572.92
Support Facilities/ Buildings (including O&M building)		-		$ 11,886.00	-				$ 765.00	
General laborer performs demolition	6	$ 61.31	80	$ 4,904.80	-					$ 12,691.00
Equipment operator utilizes end loader	1	$ 87.64	80	$ 7,011.20	1	$ 259.00	$ 1,030.00	0.5	$ 765.00	
Substation (transformers, switches, structures, equipment pads, and grounding grid, control building and electrical cabinets)		-		$ 40,360.20	-				$ 6,724.00	
Equipment Operator utilizes crane for control building and other electrical items (including structures)	1	$ 91.53	240	$ 21,967.20	1	$ 253.00	$ 4,316.00	1.5	$ 6,724.00	$ 47,084.20
General laborer removes oils from transformer, utilizes jack-and-slide mechanism for moving main power transformer, gathers cable, and disassembles metal structure	6	$ 61.31	300	$ 18,393.00	-					
Concrete Foundations (including PCS, transformer, substation structure, and O&M building support)		-		$ 30,426.90	-				$ 765.00	
General laborer performs demolition	4	$ 61.31	70	$ 4,291.70	-					$ 11,191.50
Equipment operator utilizes end loader	1	$ 87.64	70	$ 6,134.80	1	$ 259.00	$ 1,030.00	0.5	$ 765.00	
Transmission Line Poles		-		$ 71,094.00	-				$ 11,192.00	
General laborer performs demolition	4	$ 61.31	300	$ 18,393.00	-					
Equipment operator utilizes end loader	1	$ 87.64	300	$ 26,292.00	1	$ 259.00	$ 1,030.00	2	$ 2,310.00	$ 82,286.00
Equipment operator utilizes crane to lift the poles out of the ground	1	$ 88.03	300	$ 26,408.00	1	$ 259.00	$ 4,316.00	2	$ 3,802.00	

Dismantling Electrical Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Power Conversion Stations (reconstiner/ inverter/ transformer units)		-		$ 9,731.45	-				$ 2,408.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	45	$ 2,991.15			-			$ 12,119.45
General laborer cuts and removes conduit	2	$ 61.31	45	$ 2,758.95			-			
Equipment operator utilizes crane to place in truck	1	$ 88.03	45	$ 3,961.35	1	$ 259.00	$ 4,316.00	0.5	$ 2,408.00	
Aboveground Cables (including project transmission line)		-		$ 11,888.00	-				$ 3,700.50	
Electrician disconnects cables	2	$ 66.47	40	$ 2,658.80			-			
Equipment operator utilizes crane to lower cable to the ground	1	$ 88.03	40	$ 3,521.20	1	$ 259.00	$ 4,316.00	0.5	$ 2,408.00	$ 15,588.50
General laborer cuts cable	2	$ 61.31	40	$ 2,452.40			-			
Equipment operator utilizes forklift to place cable on truck	1	$ 81.39	40	$ 3,255.60	1	$ 259.00	$ 2,085.00	0.5	$ 1,292.50	

Site Final Restoration

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Re-Grading of Site (after excavation and removal of underground materials and foundations)		-		$ 183.93			-		$ 2,362.00	
General operator utilizes grader	2	$ 61.31	3	$ 183.93	1	$ 400.00	$ 3,924.00	0.5	$ 2,362.00	$ 2,545.93
Site Rehabilitation (including seeding)[4]		-		$ 183.93			-		$ 2,446.25	
General laborer moves/ disks area with seeding	6	$ 61.31	3	$ 183.93			-		$ 2,446.25	$ 2,630.18

Hauling and Disposal/Recycling

	Hauling Cost					Disposal/Recycling Cost			Total Hauling + Disposal Costs
	Cost per Truck per Day	Weight (ton)	Tons per Truck	Trips per Day	Total	Disposal/Recycling Rate ($/ton)	Weight (ton)	Total	
General Refuse[5]	$ 1,650.00	7,036.79	24	4	$ 120,944.75	$ 26.75	7,036.79	$ 188,234.01	$ 309,178.76
Other Waste[6]	$ 1,650.00	282.30	24	2	$ 5,764.06	$ 50.00	282.30	$ 14,115.00	$ 19,879.06

Project Administrative Fees

County Administrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors)	-	$ 20,000.00
SUBTOTAL		$ 544,305.40
Contingency (15%)		$ 81,645.81
TOTAL		$ 625,951.22

1. *Estimate reflects use of prevailing wage scales.*
2. *Estimate assumes approximately 5.2 total solar panel dismantling labor hours per approximate solar panel impact acreage (approximately 1 total solar panel dismantling labor minute per solar panel).*
3. *Estimate assumes approximately 9h total battery dismantling labor hours per approximate battery impact acreage (approximately 3.2 total battery dismantling labor hours per battery container).*
4. *Estimate assumes that around 5% of the site (approximately 95 acres) will require seeding with a seeding material cost of approximately $115/ acre.*
5. *The general disposal/ recycling site address assumed for this estimate is located at 10950 W American Avenue, Kerman, CA 93630. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 27.5 miles from the project site to the facility (approximately 28 minutes). It is assumed that 4 trips will be made per day. Disposal/ Recycling rate is based on public County of Fresno fees effective July 2022.*
6. *The disposal/ recycling site address assumed for this estimate is located at 3243 S East Avenue, Fresno, CA 93725. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 27.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/ Recycling rate is based on estimations received from recycling centers.*

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 5: Material Estimated Weight Summary Table				
	Scarlet 1	Scarlet 2	Scarlet 3	Scarlet 4
Total Weight of General Refuse (ton)	34,358.08	41,133.33	2,171.63	7,036.79
Total Weight of Distribution Medium Voltage Overhead Poles (ton)	20.00	30.00	25.00	0.00
Total Weight of Distribution Poles (lb)	40,000.00	60,000.00	50,000.00	
Weight of each Distribution Pole (lb)	10,000.00	10,000.00	10,000.00	
Number of Distribution Poles	4.00	6.00	5.00	
Total Weight of Transmission Line Poles (ton)	0.00	0.00	0.00	191.10
Total Weight of Transmission line Poles (lb)				382,200.00
Pole 1A Weight (lb)				4,300.00
Pole 1B Weight (lb)				4,150.00
Pole 1C Weight (lb)				4,300.00
Pole 2A Weight (lb)				3,750.00
Pole 2B Weight (lb)				3,750.00
Pole 2C Weight (lb)				5,450.00
Pole 3 Weight (lb)				22,600.00
Pole 4 Weight (lb)				21,900.00
Pole 5 Weight (lb)				22,600.00
Pole 6 Weight (lb)				21,900.00
Pole 7A Weight (lb)				3,750.00
Pole 7B Weight (lb)				3,750.00
Pole 7C Weight (lb)				5,500.00
Pole 8 Weight (lb)				23,730.00
Pole 9 Weight (lb)				23,730.00
Pole 10 Weight (lb)				23,730.00
Pole 11 Weight (lb)				22,600.00
Pole 12 Weight (lb)				23,730.00
Pole 13 Weight (lb)				23,730.00
Pole 14 Weight (lb)				22,600.00
Pole 15 Weight (lb)				22,600.00
Pole 16 Weight (lb)				22,600.00
Pole 17 Weight (lb)				22,600.00
Pole 18A Weight (lb)				6,000.00
Pole 18B Weight (lb)				7,950.00
Pole 18C Weight (lb)				6,000.00
Pole 19 Weight (lb)				22,600.00
Pole 20 Weight (lb)				22,600.00
Total Weight of O&M Building (ton)	0.00	0.00	0.00	21.50
Total Weight of O&M Building (lb)				43,000.00
Total Weight of Control Building (ton)	0.00	0.00	0.00	33.08
Total Weight of Control Building (lb)				66,152.00
Total Weight of Piles (ton)	5,593.16	7,305.71	0.00	0.00
Total Weight of Piles (lb)	11,186,311.00	14,611,416.72		
Total Weight of Pile Type WSx25 13.5' (lb)	1,045,500.00			
Total Weight of Pile Type WSx25 11.5' (lb)	287.50			
Number of Pile Type WSx25 11.5'	3,640.00			
Total Weight of Pile Type WSx15 10.5' (lb)	7,317,110.00			
Weight of Pile Type WSx15 10.5' (lb)	157.50			
Number of Pile Type WSx15 10.5'	46,488.00			
Total Weight of Pile Type WSx20 12.5' (lb)	252,000.00			
Total Weight of Pile Type WSx20 12.5' (lb)	256.00			
Number of Pile Type WSx20 12.5'	1,004.00			
Total Weight of Pile Type WSx8.5 11' (lb)	20,570.00			
Weight of Pile Type WSx8.5 11' (lb)	93.50			
Number of Pile Type WSx8.5 11'	220.00			
Total Weight of Pile Type WSx15 12' (lb)	143,280.00			
Weight of Pile Type WSx15 12' (lb)	180.00			
Number of Pile Type WSx15 12'	796.00			
Total Weight of Pile Type WSx15 11' (lb)	66,660.00			
Weight of Pile Type WSx15 11' (lb)	165.00			
Number of Pile Type WSx15 11'	404.00			
Total Weight of Pile Type WSx12 10.5' (lb)	674,944.00			
Weight of Pile Type WSx12 10.5' (lb)	126.00			
Number of Pile Type WSx12 10.5'	6,944.00			
Total Weight of Pile Type WSx12 12.5' (lb)	5,400.00			
Weight of Pile Type WSx11 12.5' (lb)	150.00			
Number of Pile Type WSx12 12.5'	36.00			
Total Weight of Pile Type WSx8.5 10.5' (lb)	35,343.00			
Weight of Pile Type WSx8.5 10.5' (lb)	89.25			
Number of Pile Type WSx8.5 10.5'	396.00			
Total Weight of Pile Type WSx12 13' (lb)	2,808.00			
Weight of Pile Type WSx12 13' (lb)	156.00			
Number of Pile Type WSx12 13'	18.00			
Total Weight of Pile Type WSx12 12' (lb)	42,768.00			
Weight of Pile Type WSx12 12' (lb)	144.00			
Number of Pile Type WSx12 12'	297.00			
Total Weight of Pile Type WSx12 11' (lb)	375,540.00			
Weight of Pile Type WSx12 11' (lb)	132.00			
Number of Pile Type WSx12 11'	2,845.00			
Total Weight of Pile Type WSx20 13' (lb)	99,840.00			
Weight of Pile Type WSx20 13' (lb)	260.00			
Number of Pile Type WSx20 13'	384.00			
Total Weight of Pile Type WSx20 12' (lb)	971,760.00			
Weight of Pile Type WSx20 12' (lb)	240.00			
Number of Pile Type WSx20 12'	4,049.00			
Total Weight of Pile Type WSx20 11.5' (lb)	132,700.00			
Weight of Pile Type WSx20 11.5' (lb)	230.00			
Number of Pile Type WSx20 11.5'	577.00			
Total Weight of Pile Type WSX12 13.17' (lb)		1,581,464.32		
Weight of Pile Type WSX12 13.17' (lb)		158.04		
Number of Pile Type WSX12 13.17'		10,008.00		
Total Weight of Pile Type WSX12 14' (lb)		192,528.00		
Weight of Pile Type WSX12 14' (lb)		168.00		
Number of Pile Type WSX12 14'		1,146.00		
Total Weight of Pile Type WSX15 12.25' (lb)		1,342,110.00		
Weight of Pile Type WSX15 12.25' (lb)		183.75		
Number of Pile Type WSX15 12.25'		7,304.00		
Total Weight of Pile Type WSX15 15.33' (lb)		511,468.40		
Weight of Pile Type WSX15 15.33' (lb)		229.95		
Number of Pile Type WSX15 15.33'		2,224.00		
Total Weight of Pile Type WSX20 12.25' (lb)		201,960.00		
Weight of Pile Type WSX20 12.25' (lb)		255.00		
Number of Pile Type WSX20 12.75'		792.00		
Total Weight of Pile Type WSX20 16.25' (lb)		699,000.00		
Weight of Pile Type WSX20 16.25' (lb)		325.00		
Number of Pile Type WSX20 16.25'		2,320.00		
Total Weight of Pile Type WSX25 16.67' (lb)		72,746.50		
Weight of Pile Type WSX25 16.67' (lb)		466.75		
Number of Pile Type WSX25 16.67'		258.00		
Total Weight of Pile Type WSX25 17.92' (lb)		352,320.00		
Weight of Pile Type WSX25 17.92' (lb)		448.00		
Number of Pile Type WSX25 17.92'		340.00		
Total Weight of Pile Type WSX20 12.50' (lb)		513,750.00		
Weight of Pile Type WSX20 12.50' (lb)		250.00		
Number of Pile Type WSX20 12.50'		2,055.00		

Total Weight of Pile Type WSX30.4 13.75' (lb)		*1,733,087.00*		
Weight of Pile Type WSX30.4 13.75' (lb)		*143.00*		
Number of Pile Type WSX30.4 13.75'		*12,119.00*		
Total Weight of Pile Type WSX12 14.25' (lb)		*903,341.00*		
Weight of Pile Type WSX12 14.25' (lb)		*171.00*		
Number of Pile Type WSX12 14.25'		*5,271.00*		
Total Weight of Pile Type WSX15 12.50' (lb)		*2,272,125.00*		
Weight of Pile Type WSX15 12.50' (lb)		*187.50*		
Number of Pile Type WSX15 12.50'		*12,116.00*		
Total Weight of Pile Type WSX15 15.67' (lb)		*658,375.05*		
Weight of Pile Type WSX15 15.67' (lb)		*235.05*		
Number of Pile Type WSX15 15.67'		*2,801.00*		
Total Weight of Pile Type WSX20 12.92' (lb)		*833,568.40*		
Weight of Pile Type WSX20 12.92' (lb)		*258.40*		
Number of Pile Type WSX20 12.92'		*3,224.00*		
Total Weight of Pile Type WSX20 16.08' (lb)		*2,178,285.60*		
Weight of Pile Type WSX20 16.08' (lb)		*321.60*		
Number of Pile Type WSX20 16.08'		*3,541.00*		
Total Weight of Pile Type WSX25 18.50' (lb)		*438,137.50*		
Weight of Pile Type WSX25 18.50' (lb)		*462.50*		
Number of Pile Type WSX25 18.50'		*991.00*		
Total Weight of Pile Type WSX15 11.83' (lb)		*273,095.55*		
Weight of Pile Type WSX15 11.83' (lb)		*177.45*		
Number of Pile Type WSX15 11.83'		*1,539.00*		
Total Weight of Pile Type WSX20 12.75' (lb)		*642,090.00*		
Weight of Pile Type WSX20 12.75' (lb)		*255.00*		
Number of Pile Type WSX20 12.75'		*2,516.00*		
Total Weight of Pile Type WSX20 17.58' (lb)		*249,685.00*		
Weight of Pile Type WSX20 17.58' (lb)		*439.50*		
Number of Pile Type WSX20 17.58'		*568.00*		
Total Weight of Pile Type WSX12 14' (lb)		*152,520.00*		
Weight of Pile Type WSX12 14' (lb)		*168.00*		
Number of Pile Type WSX12 14'		*1,145.00*		
Total Weight of Inverters (ton)	**1,713.01**	**788.41**	**43.50**	**0.00**
Total Weight of Inverters (lb)	*3,426,025.00*	*1,576,818.00*	*87,000.00*	*0.00*
Total Weight of each Inverter type A (lb)	*3,426,025.00*			
Weight of each Inverter type A (lb)	*30,865.00*			
Number of Inverter type A	*111.00*			
Total Weight of each Inverter type B (lb)		*1,576,818.00*		
Weight of each Inverter type B (lb)		*30,918.00*		
Number of Inverter type B		*51.00*		
Total Weight of each Inverter type C (lb)			*87,000.00*	
Weight of each Inverter type C (lb)			*29,000.00*	
Number of Inverter type C			*3.00*	
Total Weight of High Voltage Breakers (ton)	**0.00**	**0.00**	**0.00**	**22.80**
Total Weight of High Voltage Breakers (lb)				*45,600.00*
Weight of each High Voltage Breaker (lb)				*11,400.00*
Number of High Voltage Breakers				*4.00*
Total Weight of Low Voltage Breakers	**0.00**	**0.00**	**0.00**	**64.80**
Total Weight of Low Voltage Breakers and Capacitor Banks (lb)				*129,600.00*
Weight of each Low Voltage Breaker and Capacitor Bank (lb)				*5,400.00*
Number of Low Voltage Breakers and Capacitor Banks				*24.00*
Total Weight of Capacitor Banks and Harmonic Filters (ton)	**0.00**	**0.00**	**0.00**	**68.71**
Total Weight of Low Voltage Breakers and Capacitor Banks (lb)				*137,427.00*
Weight of each Low Voltage Breaker and Capacitor Bank (lb)				*45,809.00*
Number of Low Voltage Breakers and Capacitor Banks				*3.00*
Total Weight of Cabling (ton)	**890.06**	**890.06**	**82.99**	**0.00**
Total Weight of Cabling (lb)	*1,780,128.16*	*1,780,128.16*	*165,971.67*	
Total Weight of 350KCMIL DC Cabling (lb)	*25,723.32*	*25,723.32*		
Weight of one Foot of 350KCMIL DC Cabling (lb/ft)	*0.45*	*0.45*		
Feet of 350KCMIL DC Cabling (ft)	*56,940.00*	*56,940.00*		
Total Weight of 500KCMIL DC Cabling (lb)	*73,305.46*	*73,305.46*		
Weight of one Foot of 500KCMIL DC Cabling (lb/ft)	*0.61*	*0.61*		
Feet of 500KCMIL DC Cabling (ft)	*119,390.00*	*119,390.00*		
Total Weight of 750KCMIL DC Cabling (lb)	*1,210,236.85*	*1,210,236.85*	*332,629.83*	
Weight of one Foot of 750KCMIL DC Cabling (lb/ft)	*0.90*	*0.90*	*0.90*	
Feet of 750KCMIL DC Cabling (ft)	*1,341,726.00*	*1,341,726.00*	*330,410.00*	
Total Weight of 1/0" 400 AC Cabling (lb)	*61,787.93*	*61,787.93*		
Weight of one Foot of 1/0" 400 AC Cabling (lb/ft)	*0.88*	*0.88*		
Feet of 1/0" 400 AC Cabling (ft)	*69,975.00*	*69,975.00*		
Total Weight of 1/0" 500 AC Cabling (lb)	*342,688.98*	*342,688.98*	*48,341.85*	
Weight of one Foot of 1/0" 500 AC Cabling (lb/ft)	*1.41*	*1.41*	*1.41*	
Feet of 1/0" 500 AC Cabling (ft)	*100,983.00*	*100,983.00*	*34,165.00*	
Total Weight of 1/0" 750 AC Cabling (lb)	*49,060.01*	*49,060.01*		
Weight of one Foot of 1/0" 750 AC Cabling (lb/ft)	*1.85*	*1.85*		
Feet of 1/0" 750 AC Cabling (ft)	*26,562.00*	*26,562.00*		
Total Weight of 1/12" 1000 AC Cabling (lb)	*217,325.61*	*217,325.61*		
Weight of one Foot of 1/12" 1000 AC Cabling (lb/ft)	*2.17*	*2.17*		
Feet of 1/12" 1000 AC Cabling (ft)	*100,335.00*	*100,335.00*		
Total Weight of 1/0" 1250 AC Cabling (lb)	*56,002.50*	*56,002.50*	*62,880.00*	
Weight of one Foot of 1/0" 1250 AC Cabling (lb/ft)	*2.62*	*2.62*	*2.62*	
Feet of 1/0" 1250 AC Cabling (ft)	*21,375.00*	*21,375.00*	*24,000.00*	
Total Weight of 1/0" 1500 AC Cabling (lb)	*2,458.50*	*2,458.50*		
Weight of one Foot of 1/0" 1500 AC Cabling (lb/ft)	*2.98*	*2.98*		
Feet of 1/0" 1500 AC Cabling (ft)	*825.00*	*825.00*		
Total Weight of Steel (ton)	**0.00**	**0.00**	**0.00**	**269.42**
Total Weight of Steel (lb)				*488,830.00*
Total 230KV H-Frame Deadend Structure Weight (lb)				*18,094.00*
230KV H-Frame Deadend Structure Weight (lb)				*18,094.00*
Number of 230KV H-Frame Deadend Structures				*1.00*
Total 230KV 1Ø Low Bus Support A Weight (lb)				*7,665.00*
230KV 1Ø Low Bus Support A Weight (lb)				*511.00*
Number of 230KV 1Ø Low Bus Support A				*15.00*
Total 230KV 1Ø Low Bus Support B Weight (lb)				*23,445.00*
230KV 1Ø Low Bus Support B Weight (lb)				*521.00*
Number of 230KV 1Ø Low Bus Support B				*45.00*
Total 230KV 1Ø High Bus Support A Weight (lb)				*11,824.00*
230KV 1Ø High Bus Support A Weight (lb)				*1,326.00*
Number of 230KV 1Ø High Bus A Supports				*24.00*
Total 230KV 1Ø High Bus Support B Weight (lb)				*11,886.00*
230KV 1Ø High Bus Support B Weight (lb)				*1,322.00*
Number of 230KV 1Ø High Bus Support A				*18.00*
Total 230KV 1Ø Low Switch Stand A Weight (lb)				*17,852.00*
230KV 1Ø Low Switch Stand A Weight (lb)				*2,321.00*
Number of 230KV 1Ø Low Switch Stand A				*12.00*
Total 230KV 1Ø Low Switch Stand B Weight (lb)				*19,656.00*
230KV 1Ø Low Switch Stand B Weight (lb)				*2,184.00*
Number of 230KV 1Ø Low Switch Stand B				*9.00*
Total 230KV 1Ø Current Transformer Stand A Weight (lb)				*4,428.00*
230KV 1Ø Current Transformer Stand A Weight (lb)				*738.00*
Number of 230KV 1Ø Current Transformer Stand A				*6.00*
Total 230KV 1Ø Current Transformer Stand B Weight (lb)				*2,988.00*
230KV 1Ø Current Transformer Stand B Weight (lb)				*996.00*
Number of 230KV 1Ø Current Transformer Stand B				*3.00*

Total 230KV 3P PGE Metering Stand A Weight (lb)					25,252.00
230KV 3P PG&E Metering Stand A Weight (lb)					6,313.00
Number of 230KV 3P PGE Metering Stand A					4.00
Total 230KV 3P PGE Metering Stand B Weight (lb)					6,873.00
230KV 3P PG&E Metering Stand B Weight (lb)					6,873.00
Number of 230KV 3P PGE Metering Stand B					1.00
Total 230KV 1P Voltage Transformer Stand A Weight (lb)					8,214.00
230KV 1P Voltage Transformer Stand A Weight (lb)					1,369.00
Number of 230KV 1P Voltage Transformer Stand A					6.00
Total 230KV 1P Voltage Transformer Stand B Weight (lb)					4,470.00
230KV 1P Voltage Transformer Stand B Weight (lb)					745.00
Number of 230KV 1P Voltage Transformer Stand B					6.00
Total 34.5KV 1 Bay Distribution Structure Weight (lb)					26,436.00
34.5KV 1 Bay Distribution Structure Weight (lb)					8,812.00
Number of 34.5KV 1 Bay Distribution Structures					3.00
Total 34.5KV 3P Neutral Grounding Resistor Stand A Weight (lb)					1,622.00
34.5KV 3P Neutral Grounding Resistor Stand A Weight (lb)					811.00
Number of 34.5KV 3P Neutral Grounding Resistor Stand A					2.00
Total 34.5KV 3P Neutral Grounding Resistor Stand B Weight (lb)					817.00
34.5KV 3P Neutral Grounding Resistor Stand B Weight (lb)					817.00
Number of 34.5KV 3P Neutral Grounding Resistor Stand B					1.00
Total 34.5KV 3P Potential Transformer & Station Service Voltage Transformer Stand A Weight (lb)					3,644.00
34.5KV 3P Potential Transformer & Station Service Voltage Transformer Stand A Weight (lb)					1,822.00
Number of 34.5KV 3P Potential Transformer & Station Service Voltage Transformer Stand A					2.00
Total 34.5KV 3P Potential Transformer & Station Service Voltage Transformer Stand B Weight (lb)					1,842.00
34.5KV 3P Potential Transformer & Station Service Voltage Transformer Stand B Weight (lb)					1,842.00
Number of 34.5KV 3P Potential Transformer & Station Service Voltage Transformer Stand B					1.00
Total 34.5KV 3P Bus Support Stand A Weight (lb)					1,696.00
34.5KV 3P Bus Support Stand A Weight (lb)					848.00
Number of 34.5KV 3P Bus Support Stand A					2.00
Total 34.5KV 3P Bus Support Stand B Weight (lb)					1,680.00
34.5KV Bus Support Stand B Weight (lb)					840.00
Number of 34.5KV Bus Support Stand B					2.00
Total 34.5KV 3Bay Terminator Stand A Weight (lb)					21,144.00
34.5KV 3 Bay Terminator Stand A Weight (lb)					5,286.00
Number of 34.5KV 3 Bay Terminator Stand A					4.00
Total 34.5KV 3Bay Terminator Stand B Weight (lb)					10,266.00
34.5KV 3 Bay Terminator Stand B Weight (lb)					5,133.00
Number of 34.5KV 3 Bay Terminator Stand B					2.00
Total 80FT Static Pole A Weight (lb)					32,920.00
80FT Static Pole A Weight (lb)					6,584.00
Number of 80FT Static Pole A					5.00
Total 80FT Static Pole B Weight (lb)					13,972.00
80FT Static Pole B Weight (lb)					6,986.00
Number of 80FT Static Pole B					2.00
Total Transformer PIT Stairs Weight (lb)					4,706.00
Transformer PIT Stairs Weight (lb)					2,353.00
Number of Transformer PIT Stairs					2.00
Total 34.5KV Distribution Structure A Weight (lb)					23,094.00
34.5KV Distribution Structure A Weight (lb)					11,547.00
Number of 34.5KV Distribution Structure A					2.00
Total 34.5KV Distribution Structure B Weight (lb)					19,418.00
34.5KV Distribution Structure B Weight (lb)					9,709.00
Number of 34.5KV Distribution Structure B					2.00
Total 34.5KV Distribution Structure C Weight (lb)					18,010.00
34.5KV Distribution Structure C Weight (lb)					9,005.00
Number of 34.5KV Distribution Structure C					2.00
Total 230KV Light Bracket Weight (lb)					210.00
230KV Light Bracket Weight (lb)					30.00
Number of 230KV Light Brackets					7.00
Total 34.5KV 4-bay Terminator Stand Weight (lb)					13,650.00
34.5KV 4-BayTerminator Stand Weight (lb)					13,650.00
Number of 34.5KV 4-Bay Terminator Stands					1.00
Total 34.5KV 3-Phase Riser Structure Weight (lb)					8,890.00
34.5KV 3-Phase Riser Structure Weight (lb)					4,445.00
Number of 34.5KV 3-Phase Riser Structures					2.00
Total 34.5KV H-Frame Deadend Structure Weight (lb)					79,204.00
34.5KV H-Frame Deadend Structure Weight (lb)					19,801.00
Number of 34.5KV H-Frame Deadend Structures					4.00
Total Transformer Platform Weight (lb)					3,742.00
Transformer Platform Weight (lb)					1,871.00
Number of Transformer Platforms					2.00
Total Weight of Trackers (ton)	6,448.70	6,448.70	0.00	0.00	
Total Weight of Trackers (lb)	12,897,394.58	12,897,394.58			
Total Torque Tube Weight (lb)	10,815,590.93	10,815,590.93			
Torque Tube Weight (lb)	165.15	165.15			
Number of Torque Tubes	65,489.50	65,489.50			
Total Bearing Housing Assembly Weight (lb)	1,010,604.86	1,010,604.86			
Bearing Housing Assembly Weight (lb)	15.09	15.09			
Number of Bearing Housing Assemblies	62,809.50	62,809.50			
Total Slew Gear Weight (lb)	1,071,198.80	1,071,198.80			
Slew Gear Weight (lb)	151.90	151.90			
Number of Slew Gears	7,052.00	7,052.00			
Total Weight of Concrete (ton)	628.46	644.49	20.14	4,514.09	
Total Weight of Concrete (ton)	628.46	644.49	20.14	4,514.09	
Weight of Substation Concrete Foundations (ton)				4,514.09	
Volume of Substation Concrete Foundations (cubic yards)				2,306.64	
Weight of 1 cubic yard of Concrete (ton)				1.96	
Weight of Inverter Concrete Beam Foundations (ton)	624.34	624.34			
Number of Inverter Concrete Beam Foundations	61.00	61.00			
Volume of each Inverter Concrete Beam Foundation (cubic yards)	5.22	5.22			
Weight of 1 cubic yard of Concrete (ton)	1.96	1.96			
Weight of BESS Auxiliary Concrete Pads (ton)	4.12	20.14	20.14		
Volume of BESS Auxiliary Concrete Pads (cubic yards)	2.10	10.28	10.28		
Weight of 1 cubic yard of Concrete (ton)	1.96	1.96	1.96		
Total Weight of Aggregate (ton)	17,064.69	23,815.27	0.00	0.00	
Weight of Engineering Fill for Inverters (ton)	1,976.80	1,976.80			
Volume of Engineering Fill for Inverters (cubic yards)	1,412.00	1,412.00			
Weight of 1 cubic yard of Aggregate (ton)	1.40	1.40			
Weight of Scarlet I BESS & Substation Support (ton)	15,087.89				
Volume of Scarlet I BESS & Substation Support (cubic yards)	10,777.07				
Weight of 1 cubic yard of Aggregate (ton)	1.40				
Weight of Scarlet II BESS Support (ton)		21,838.37			
Volume of Scarlet II BESS Support (cubic yards)		15,884.98			
Weight of 1 cubic yard of Aggregate (ton)		1.40			
Weight of Scarlet III BESS Support (ton)			29,468.34		
Volume of Scarlet III BESS Support (cubic yards)			21,048.97		
Weight of 1 cubic yard of Aggregate (ton)			1.40		
Total Weight of Miscellaneous Waste (ton)	2,000.00	2,000.00	2,000.00	2,000.00	
Total Weight of Other Waste (ton)	19,580.51	24,391.16	9,433.25	282.30	
Weight of Solar Panels (ton)	17,807.46	17,741.11	0.00	0.00	
Weight of Intact Solar Panels (lb)	35,614,916.92	35,482,220.37			
Weight of each Panel (lb)	67.53	67.53			
Number of Panels	527,394	525,419			
Total Weight of Battery Containers (ton)	1,760.80	6,588.80	9,372.00	0.00	

Total Weight of Battery Containers (lb)	*3,521,600.00*	*11,177,600.00*	*18,744,000.00*	
Weight per Battery Container (lb)	*56,800.00*	*56,800.00*	*56,800.00*	
Number of Battery Containers	*62.00*	*232.00*	*330.00*	
Total Weight of Substation Transformer (ton)	**0.00**	**0.00**	**0.00**	**282.30**
Total Weight of Substation Transformer (lb)				*564,600.00*
Weight of each Substation Transformer (lb)				*282,300.00*
Number of Substation Transformers				*2.00*
Total Weight of Battery Auxiliary Transformer (ton)	**12.25**	**61.25**	**61.25**	**0.00**
Total Weight of Battery Auxiliary Transformer (lb)	*24,500.00*	*122,500.00*	*122,500.00*	
Weight of each Battery Auxiliary Transformer (lb)	*24,500.00*	*24,500.00*	*24,500.00*	
Number of Battery Auxiliary Transformers	*1.00*	*5.00*	*5.00*	

EXHIBIT B-3

Map of Parcels Subject to CUPs No. 3789, 3790, 3791, and 3792