

BATTERY ENERGY STORAGE SYSTEM

SITING AGREEMENT

This Battery Energy Storage System Siting Agreement (“Agreement”) dated _____, 2024, between **WYTHE COUNTY, VIRGINIA**, a body politic and political subdivision of the Commonwealth of Virginia (“County”); and **WYTHE COUNTY SOLAR PROJECT, LLC**, a Delaware limited liability company (“Company”) (singularly, a “Party” and, collectively, the “Parties”), recites and provides as follows:

RECITALS

- R-1. Company owns, has acquired, has leased, or has a right to acquire or lease certain real properties located in the County (County Tax Map No(s). 61-3-15) (the “Property”) on which Company intends to construct a battery energy storage system (the “BESS Facility”). The proposed BESS Facility will occupy approximately 10-12 acres of the larger Property.
- R-2. Company intends to apply to all federal, state, and local regulating authorities and will seek to obtain and maintain all licenses, approvals, and permits required by law, regulation, or ordinance for the construction and operation of the BESS Facility.
- R-3. After all licenses, approvals, and permits are issued to Company, Company may commence operations of the BESS Facility in accordance with the terms of this Agreement; applicable building and zoning regulations; and all federal, state, and local laws, ordinances, and regulations.
- R-4. Virginia Code § 15.2-2316.7 requires that each applicant for an energy storage facility shall meet, discuss, and negotiate a siting agreement with the locality. The County and Company intend to, and do, hereby enter into this Agreement for the purpose of complying with Virginia Code § 15.2-2316.7, and to set forth their respective rights, duties, and obligations.
- R-5. Company provided formal notice to the County Board of Supervisors, pursuant to Virginia Code § 15.2-2316.7, of its intent to locate the BESS Facility in the County, and requested a meeting to discuss and negotiate a siting agreement.
- R-6. After negotiation between the County and Company, the Parties desire to enter into this Agreement so Company can make a voluntary payment to the County above and beyond its tax obligations, to mitigate certain potential impacts of the Project, and to provide financial compensation to the County to address capital needs set out in (a) the County’s capital improvement plan, (b) the County’s current fiscal budget, or (c) the County’s fiscal fund balance policy; and to help the County achieve its goals toward deployment of broadband, all as permitted by Virginia Code § 15.2-2316.7 (B).
- R-7. The County, pursuant to the requirement of Virginia Code § 15.2-2316.8 (B), has held a public hearing in accordance with subdivision A of Virginia Code § 15.2-2204 for the purpose of considering this Agreement, after which a majority of a quorum of the members of the County Board of Supervisors voted to approve this Agreement.

R-8. The County also acknowledges that with the approval of this Agreement, that the requirements of Virginia Code §§15.2-2232 and 15.2-2316.7 et seq. are satisfied, and the BESS Facility has been deemed to be in substantial conformance with the County's Comprehensive Plan.

NOW, THEREFORE, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, intending to be legally bound hereby and in consideration of the mutual obligations and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. MITIGATION MEASURES

In the event Company constructs and puts the BESS Facility into commercial operation ("Commercial Operation Date"), the design and operation of the BESS Facility shall be subject to the following:

1.1 Location

The BESS Facility shall be located within the limits of disturbance as defined in the Land Disturbance Permit approved for Company by the County on March 27, 2023.

1.2 Spacing.

Company shall install containers/structures used to store batteries ("Battery Enclosures"), or groups of Battery Enclosures with a capacity of 52.2MWac, at least 25 feet or greater from all other Battery Enclosures or groups of Battery Enclosures; and other site buildings/structures or equipment.

1.3 Setbacks.

Company shall install all Battery Enclosures at least one hundred (100) feet from any property line; provided, however, if the land on which the Battery Enclosures is located is subdivided from the larger Property, then the setback of Battery Enclosures from the southern boundary line (abutting the remainder of the original Property) may be no less than fifty (50) feet.

1.4 Firewalls.

If less than 25 feet of spacing is provided between two (2) or more Battery Enclosures having a cumulative capacity of 8 MWac (or greater), Company shall install firewalls between such Battery Enclosures, except on sides of the Battery Enclosures that contain equipment access doors. The firewalls will be fire-resistant structures which: (a) shall be rated for 4 hours per ASTM E119 or equivalent testing; (b) extend vertically to a point at least 30 inches above the top surface of the roof of the Battery Enclosure; and (c) extend horizontally at least 30 inches beyond the ends of the Battery Enclosure.

1.5 Battery Container Height.

Company agrees that the battery containers with platforms shall not exceed 12 feet in height as measured above grade.

1.6 Fence.

Company shall install and maintain a chain link 6 ft high security fence topped with one strands of horizontal barbed wire around the BESS Facility. Company shall install and maintain a Knox lock box, which shall be subject to the review and approval of the Fire Marshal or designee, on the gate for emergency access prior to the issuance of a certificate of occupancy for the BESS Facility.

1.7 Emergency Response Plan.

Company will provide the County's emergency personnel with an emergency response plan, to include: (a) a detailed site overview; (b) emergency contacts; (c) site map; (d) system-specific fire protection and safety controls; (e) potential hazards; (f) required personal protective equipment; and (g) emergency response recommendations, procedures, and commitment to initial and ongoing training of fire department response personnel. The emergency response plan shall be submitted by Company and shall be subject to the review and approval of the County prior to the issuance of a certificate of occupancy for the BESS Facility, which approval shall not be unreasonably withheld, conditioned or delayed.

1.8 Decommissioning Plan

The Decommissioning Plan dated March 12, 2024 and its related incorporated documents (the "Decommissioning Plan") is hereby incorporated by reference into this Agreement.¹ Company shall provide written notice to the County or designee, at least one hundred eighty (180) days in advance of the cessation or abandonment of the BESS Facility. Within twelve (12) months after the date of cessation or abandonment of the BESS Facility, Company shall decommission the BESS Facility as provided for in the Decommissioning Plan. Company agrees to financially assure the Decommissioning Plan in the amount specified in the decommissioning cost summary set out in the Decommissioning Plan. The surety shall be subject to the review and approval of the County Administrator's Office prior to issuance of the certificate of occupancy. The security requirement shall remain in place for the life of the BESS Facility and shall not be terminated until the full decommissioning of the BESS Facility is complete. Company shall update the decommissioning cost summary and surety as provided in the Decommissioning Plan. Company shall re-assess the decommissioning costs and estimated value of the BESS Facility components every five (5) years as provided in the Decommissioning Plan.

2. MISCELLANEOUS

2.1 Compliance with Laws.

¹ The Parties acknowledge that modifications to the Decommissioning Plan may be necessitated during final design and engineering, and the County's approval of such modifications shall not be unreasonably withheld, conditioned or delayed.

Company shall operate the BESS Facility in compliance with all applicable federal and state laws, regulations, approvals, and permits and shall comply with all applicable laws, regulations, approvals, rules, and ordinances. In the event that Company is notified of any violation at the BESS Facility of any applicable federal or state law, regulation, approval, or permit, Company shall promptly (a) notify the County of said violation as set forth in Section 2.4 below, (b) diligently cooperate with the applicable regulatory agency, and (c) take all reasonable and necessary actions to attempt to cure the violation within a reasonable timeframe.

2.2 No Obligation to Develop.

Company has no obligation to develop the BESS Facility. It is understood that development of the BESS Facility is contingent upon a number of factors, including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by Company to terminate, defer, suspend, or modify plans to develop the BESS Facility shall be deemed a default by Company under this Agreement. If Company elects not to develop the BESS Facility in its sole discretion, Company may provide written notice to the County terminating this Agreement, whereupon its obligations hereunder shall immediately terminate.

2.3 Required Approvals.

As part of the consideration for this Agreement, the County will cooperate fully with Company's efforts to obtain licenses, approvals, and permits as required by federal, state, and local laws, regulations, and ordinances authorizing the BESS Facility construction and/or operation, including, but not limited to, the performance of infrastructure studies, traffic studies, environmental studies, and the collection and analysis of other information necessary for those licenses, approvals, and permits. The County will use its best efforts to support and cooperate with Company's efforts to obtain necessary licenses, approvals, and permits, including any necessary amendments thereto, for the BESS Facility construction, and for the BESS Facility's operation, and will process expeditiously requests for permits and other approvals required by County ordinances. The County will take no action intended to frustrate or prevent Company from receiving and maintaining any license, approval, or permit that is consistent with the applicable ordinances and zoning. Provided however, nothing herein shall be construed to require the County Board of Supervisors to exercise any legislative function in favor of Company.

2.4 Notification.

Within thirty (30) days after Company's receipt of the same, Company will notify the County of any warning letters, notices of violation, revocation of a permit or approval, or other notices of enforcement action resulting from operation of the BESS Facility.

2.5 Term; Modification.

2.5.1 This Agreement shall become effective on the last date on which this Agreement is executed by the last Party to sign (the "Effective Date") and shall remain in effect until (a) the BESS Facility is completely decommissioned in accordance with the

Decommissioning Plan, (b) until terminated by a subsequent written agreement of the Parties, or (c) as otherwise provided herein (collectively, the “Term”).

2.5.2 After Company commences commercial operation of the BESS Facility, the Company will notify the County, in writing, at least one hundred eighty (180) days prior to ceasing commercial operation of the BESS Facility or abandoning the BESS Facility.

2.5.3 This Agreement may be modified, revoked or suspended only by an instrument in writing, executed by both Parties.

2.5.4 This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior written or oral agreements and understandings between the Parties as to the subject matter hereof.

2.6 Compliance with Comprehensive Plan.

Pursuant to Virginia Code § 15.2-2316.9(B), upon approval of this Agreement by the County, the BESS Facility shall be deemed to be “substantially in accord” with the Wythe County Comprehensive Plan, in all respects. No further finding shall be required by the County or its Planning Commission pursuant to Virginia Code § 15.2-2232(A).

2.7 Effect of Agreement.

2.7.1 In accordance with Virginia Code § 15.2-2316.9(B), and as acknowledged and agreed to by the Parties, the terms of this Agreement shall control over any County ordinance(s) and/or regulations(s) that may be inconsistent with the terms of this Agreement. However, nothing shall be construed to exempt the Company from any applicable requirement to obtain approvals and permits under federal, state, or local ordinances and regulations. In addition, any County ordinance or regulation that is not addressed in this Agreement shall continue in full force and effect.

2.7.2 In accordance with Virginia Code § 15.2-2316.8(A)(3), and acknowledged and agreed to by the Parties, this Agreement shall be binding upon the County and be enforceable against the County in any court of competent jurisdiction.

2.7.3 This Agreement is expressly conditioned upon the County’s issuance of all necessary approvals to construct, operate and maintain the BESS Facility.

2.8 BESS Revenue Share.

The County has adopted an ordinance pursuant to Virginia Code § 58.1-2636 for the assessment of the maximum permissible revenue share per megawatt, as measured in alternating current (AC) storage capacity, on any energy storage system. The Company shall at all times be subject to assessment and shall pay to the County all assessments relating to the Company’s operation of the BESS Facility levied pursuant to, and in accordance with, the ordinance adopted pursuant to Virginia Code § 58.1-2636, as that ordinance may from time to time be amended.

Currently, the amounts are as follows:

Period	Tax per MW
Commercial Operation Date – June 30, 2026	\$1,400
July 1, 2026 – June 30, 2031	\$1,540
July 1, 2031 – June 30, 2036	\$1,694
July 1, 2036 – June 30, 2041	\$1,863
July 1, 2041 – June 30, 2046	\$2,050
July 1, 2046 – June 30, 2051	\$2,255
July 1, 2051 – June 30, 2056	\$2,480
July 1, 2056 – June 30, 2061	\$2,728

2.9 Voluntary Payment.

Subject to the terms of this Agreement, and pursuant to Virginia Code § 15.2-2316.7, the Company, in an effort to be a good community partner with the County, hereby agrees to pay the County the voluntary payments at such times as set forth below (each a “Voluntary Payment” and collectively the “Voluntary Payments”). The Parties acknowledge that the Company’s obligation to make any Voluntary Payment shall be conditioned as defined below in Sections 2.9.1, 2.9.2, and 2.9.3. The timing of the Voluntary Payments is dependent on the milestones in Sections 2.9.1, 2.9.2, and 2.9.3. Any Voluntary Payment is separate and distinct from the amounts owed pursuant to the BESS Revenue Share and all real estate taxes owed pursuant to the County Ordinances and validly applicable to the BESS Facility or the Property. The County agrees that during the Term, if any tax law or regulations or the BESS Revenue Share changes (each, a “Tax Change”) such that the Company is required to pay increased taxes or other amounts on the personal property for such BESS Facility or otherwise under Virginia law, the future Voluntary Payments that Company is obligated to make hereunder in any given year shall be reduced dollar-for-dollar by the increased tax obligation or payment that the Company actually makes to the County in the same tax year.

2.9.1 Voluntary Accelerated Payment #1. Within ten (10) days after receipt of the County’s approval of this Agreement, the Company will pay to the County \$150,000 (the “Voluntary Accelerated Payment #1”).

2.9.2 Voluntary Building Permit Payment. Within thirty (30) days after the Company obtains a building permit for the Project (the “Building Permit”), the Company shall pay to the County \$500,000 (the “Voluntary Building Permit Payment”).

2.9.3 Voluntary Commercial Operation Payment. Within thirty (30) days after the Commercial Operation Date, the Company shall pay \$500,000 to the County (the “Voluntary Commercial Operation Payment”).

2.10 Use of Payments.

The Voluntary Payment is intended to be used, at the County’s sole discretion, for any one or more of the following purposes: (i) to mitigate any impacts of the BESS Facility; (ii) to provide financial compensation to the County to address capital needs set out in the (a) capital improvement plan

adopted by the County, (b) the County's then-current fiscal budget, and/or (c) a fiscal fund balance policy adopted by the County; or (iii) to help deploy broadband in the County pursuant to the terms of Va. Code § 56-585.1:9.

2.11 Voluntary Payments Non-Refundable.

Any Voluntary Payment properly made by the Company as required by this Agreement shall be non-refundable to the Company if this Agreement is terminated as provided herein.

2.12 Transferability of Agreement.

The rights and obligations set out in this Agreement shall inure to and be binding on all successors and assigns of the Parties. If Company sells, transfers, leases or assigns all or substantially all of its interest in the BESS Facility, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Additionally, Company may assign, without the County's consent, this Agreement or any right or obligation hereunder. Upon such assumption, the sale, transfer, lease or assignment shall relieve Company of all obligations and liabilities under this Agreement accruing from and after the date of sale or transfer, and the purchaser or transferee shall automatically become responsible under this Agreement; provided that Company shall provide the County with thirty (30) days written notice prior to any such transfer and shall include the name, address and contact number of the purchaser in the written notice.

2.13 Default.

2.13.1 In the event of a default under this Agreement, if a Party has not cured, as described by this Agreement, its default after thirty (30) days of receiving written notice of the default from the non-defaulting Party, in addition to other remedies available at law or equity, the non-defaulting Party shall have the right, but not the obligation, to cure such default and to charge the defaulting Party for the cost of curing such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

2.13.2 If a dispute exists as to whether a Party has breached or failed to comply with this Agreement, either party may seek a declaratory judgment or other appropriate action in Wythe County Circuit Court. The cure period and any termination of this Agreement shall be extended and tolled pending a decision by the Circuit Court on the declaratory judgment or other action filed.

2.13.3 If the County or Company files a lawsuit, counterclaim, or cross claim to enforce any provision of this Agreement, the prevailing Party is entitled to reimbursement of all reasonable attorneys' fees, litigation expenses, and court costs from the non-prevailing Party.

2.14 Severability.

If any provision of this Agreement shall be declared void or unenforceable, the remaining provisions shall not be affected but shall continue in full force and effect. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the Parties shall undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid, and enforceable. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

2.15 Force Majeure.

Any delay or failure of performances by either Party shall not constitute a breach or give rise to any claim if and to the extent such delay or failure is caused by an act, event, or condition beyond the Party's reasonable control, including a public health emergency.

2.16 Mutual Covenants.

Company covenants to the County that it will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Company is not in breach of this Agreement during its Term, the County covenants to Company that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

2.17 Confidentiality.

This Agreement, once placed on the docket for consideration by the Board of Supervisors for Wythe County is a public document, subject to production under the Freedom of Information Act ("FOIA"). The County understands and acknowledges Company, and as applicable, its associates, contractors, partners and affiliates utilize confidential and proprietary "state-of-the-art" information and data in its operations ("Confidential Information"), and that disclosure of any information, including, but not limited to, disclosures of technical, financial or other information concerning Company or any affiliated entity could result in substantial harm to it and could thereby have a significant detrimental impact on its employees and also upon the County. The County acknowledges that during the development of this Agreement, certain Confidential Information may be shared with the County by Company. The County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County will knowingly or intentionally disclose or otherwise divulge any such confidential or proprietary information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is made under a provision of local, state or federal law. If Confidential Information exists, Company may file with the applicable court and request to intervene and defend against disclosure of the Confidential Information.

2.18 Governing Law; Jurisdiction; Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS ANOTHER JURISDICTION. THE

PARTIES HERETO (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF WYTHE COUNTY, VIRGINIA, (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, ACTION, OR PROCEEDING IN SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION, OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

2.19 Counterparts; Electronic Signatures.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail/PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

2.17 **Notice.** To be effective under this Agreement, written notice by the Parties shall be delivered by hand or by certified mail, return receipt requested, as follows unless and until a Party is notified by the other of a change in recipient and/or address:

As to Company:

Wythe County Solar Project, LLC
c/o RWE Clean Energy, LLC
100 Summit Lake Drive, Suite 200
Valhalla, NY 10595

As to the County:

Office of the County Administrator
340 South Sixth Street
Wytheville, Virginia 24382

WHEREFORE, the undersigned, having been duly authorized to bind their respective principals, do set their hands to this Agreement as of the Effective Date.

WYTHE COUNTY, VIRGINIA

Date: _____

By: _____
County Administrator

Approved as to Form:

By: _____
Deputy County Administrator

WYTHE COUNTY SOLAR PROJECT, LLC
By: RWE Clean Energy, LLC, its _____

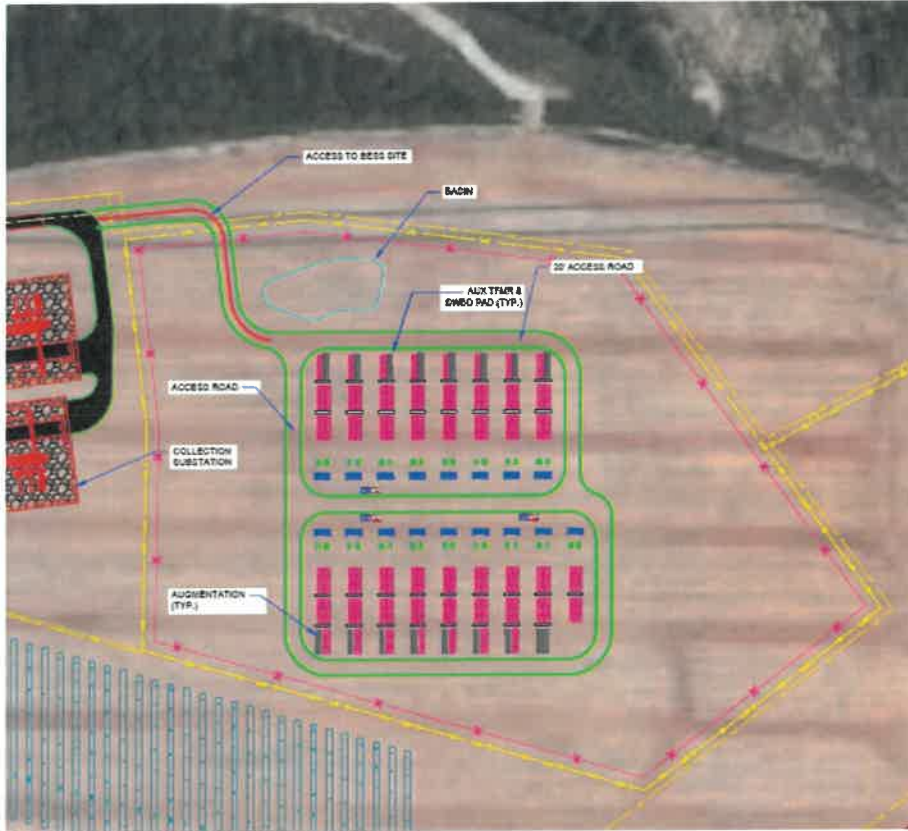
Date: _____

By: _____
Name: _____
Its: _____

Facility Decommissioning Plan

Wythe County BESS Facility

Max Meadows, VA (Wythe County)



Preparation Date: March 12, 2024

Prepared for:
Wythe County Solar Project, LLC
RWE Clean Energy LLC
Jennifer Park
100 Summit Lake Drive, Suite 210
Valhalla, NY, 10595

Prepared by:
Summit Design and Engineering Services
606 Broad Street, Suite C
South Boston, VA 24592

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Introduction

Wythe County Solar Project, LLC (the "Owner" or "Company") is developing a BESS (Battery Energy Storage System) facility on Parcel 061-003-0000-015 within the existing project area of the Wythe County Solar Project. The BESS Facility is currently being permitted through a siting agreement with Wythe County (the "County"). The BESS Facility is located within the same project areas of the solar array, but will be fenced off separately, with approximately 10-12 acres fenced in. The site is located on the southern side of Payne Town Road (State Route 772) in Max Meadows, Wythe County, Virginia.

Based upon the siting agreement between Wythe County Solar Project, LLC (the "Company") and Wythe County (the "County"), a detailed decommissioning plan, complete with security, and a plan for reviewing and updating projected decommissioning costs and the security amount every five years is required.

Specifically, the siting agreement references this decommissioning plan, as states the following:

Company shall provide written notice to the County or designee, at least one hundred eighty (180) days in advance of the cessation or abandonment of the BESS Facility. Within twelve (12) months after the date of cessation or abandonment of the BESS Facility, Company shall decommission the BESS Facility as provided for in the Decommissioning Plan. Company agrees to financially assure the Decommissioning Plan in the amount specified in the decommissioning cost summary set out in the Decommissioning Plan. The surety shall be subject to the review and approval of the County Administrator's Office prior to issuance of the certificate of occupancy. The security requirement shall remain in place for the life of the BESS Facility and shall not be terminated until the full decommissioning of the BESS Facility is complete. Company shall update the decommissioning cost summary and surety as provided in the Decommissioning Plan. Company shall re-assess the decommissioning costs and estimated value of the BESS Facility components every five (5) years as provided in the Decommissioning Plan.

This plan will outline the responsible party, timeframes, and an estimated cost for decommissioning and removal of the BESS Facility. The cost estimate will be used to identify the security amount and will be updated every five years.

Project Components

BESS Overview

Battery Energy Storage System (BESS) Facilities utilize batteries to balance the electricity grid, where the power comes straight from the solar energy facility to charge the batteries. From there, electricity is discharged back into the grid at a later time when needed due to demand or other factors. The Wythe County Solar Project BESS Facility has a rated power capacity of 52.2 MW with a 208.8 MWh energy storage capacity. Major components of the BESS Facility include the battery energy storage systems, inverter/transformer power conversion systems, and associated foundations and structures. A more comprehensive list of project components includes:

- Battery Energy Storage System (BESS) (batteries, associated components, and containers)
- Firewalls between battery packs
- Inverters/Transformers
- Concrete equipment foundation slabs
- Electrical cabling and conduits
- Perimeter fencing around the facility
- Access roads or drives
- Stormwater detention basin

The BESS Facility will be located within the limits of disturbance outlined by the Land Disturbance Permit approved by the County on March 27, 2023. The battery enclosures will be setback at least 100' from any property line. All on-site battery containers with platforms will not exceed 12 feet in height as measured above grade in accordance with the siting agreement.

The batteries will be stored within containers or structures (battery enclosures) installed at least 25 feet or greater from all other battery enclosures, groups of battery enclosures, or other buildings or structures on-site. If less than 25 feet of spacing is provided between battery enclosures having a cumulative capacity of 8MWac (or greater), firewalls will be installed between the battery enclosures, except on sides that contain equipment access doors. The firewalls will be fire-resistant structures which: (a) shall be rated for 4 hours per ASTM E119 or equivalent testing; (b) extend vertically to a point at least 30 inches above the surface of the roof of the battery enclosure; and (c) extend horizontally at least 30 inches beyond the ends of the battery enclosure.

The preliminary layout of the BESS Facility is shown in Appendix A.

Electrical Project Components

As previously mentioned, the BESS Facility will be installed in accordance with the previously approved limits of disturbance of the Land Disturbance Permit approved by the County on March 27, 2023. The layout of the BESS Facility will also follow the spacing standards and setbacks detailed by the siting agreement, and previously mentioned. The project will consist of 17 power blocks, consisting of approximately 6 battery enclosures (containers) per power block. Each proposed power block has firewalls between battery enclosures (containers) in accordance with the siting agreement. There also will be 17 inverter skids that will convert the electricity from the power blocks, as well as two E-links per power block. There will also be various underground electric cabling connecting the containers and adjacent substation developed as a part of the array development.

Structural Project Components

All electrical project components will be placed on concrete pad foundations that are subject to detailed electrical and structural design.

Access

The site will get access internally from the existing access roads coming off of Payne Town Road at the interconnection substation of the Wythe County Solar Project. Within the BESS Facility, there will be several internal site access roads, giving access for operation and maintenance of the components of the system. The site access roads will be 20' wide. The access roads will consist of gravel placed over a woven geotextile. The internal access roads for the BESS Facility include large radii to facilitate movement of vehicles and equipment. The perimeter of the site will contain fencing that will have access gates located at the entrances of the site along the access road from the interconnection substation.

The Wythe County BESS Facility will be unmanned. The access roads will consist of 6" of VDOT No. 21 Crushed Aggregate Base.

Fencing

The proposed access fence will be 6' tall chain link fence with 1' tall, barbed wire on top. Access gates will be provided for vehicular access to the site with appropriate swing gates and Knox locks with signage and emergency contact information.

Erosion Control and Stormwater Facilities

The proposed site will have to meet the requirements of the Virginia Code for Erosion and Sediment Control and Stormwater (in respect to water quantity and quality). Because of this, one stormwater management basin is being proposed to capture and detain stormwater runoff from the proposed BESS Facility. This permanent stormwater facility will be utilized for erosion and sediment control during construction.

Decommissioning Plan

Responsible Parties and Requirements per Siting Agreement

When the project permanently ceases to operate, Wythe County Solar Project, LLC (the “Owner” or “Company”) will perform decommissioning activities to remove all equipment and materials related to the operation of the BESS Facility to restore the property to its condition prior to construction of the facility.

In accordance with the siting agreement:

- *The Company shall provide written notice to the County or designee, at least one hundred eight (180) days in advance of the cessation or abandonment of the BESS Facility.*
- *Within twelve (12) months after the date of cessation or abandonment of the BESS Facility, Company shall decommission the BESS Facility as provided for in the Decommissioning Plan.*
- *The Company agrees to financially assure the Decommissioning Plan in the amount specified in the decommissioning cost summary set out in the Decommissioning Plan. The surety shall be subject to the review and approval of the County Administrator’s Office prior to the issuance of the certificate of occupancy.*
- *The security requirement shall remain in place for the life of the BESS Facility and shall not be terminated until the full decommissioning of the BESS Facility is complete.*
- *The Company shall update the decommissioning cost summary and surety as provided in the Decommissioning Plan. The Company shall reassess the decommissioning costs and estimated value of the BESS Facility every five (5) years.*

Decommissioning Sequence

Within 12 months of cessation or abandonment of the BESS Facility, decommissioning of the BESS Facility should take place. It is estimated that the timeframe for decommissioning activities is approximately 9 months. Wythe County Solar, LLC (the “Owner” or “Company”) or its successors shall be responsible for decommissioning activities.

Below is an anticipated schedule of decommissioning activities. This schedule should be updated with the Decommissioning Plan at the frequency detailed above. Note that this plan is anticipated, and that there may be changes in activities or overlaps in activities as chosen during planning at the time of decommissioning.

Anticipated Schedule of Decommissioning Activities:

- Start planning effort for any permits, approvals, and project management decisions that need to be made prior to decommissioning.
- Gain all necessary permits and approvals necessary for decommissioning of the facility.
- Reinforce access and internal site areas to prepare for decommissioning and removal.
- Install any temporary fencing and erosion control devices in accordance with approvals and permits to properly protect sensitive resources during decommissioning activities.
- De-energize the BESS and associated electrical equipment.

- Remove any associated transmission tie in or transformers to the power grid.
- Remove integrated battery storage units (BESS), associated electrical components, and inverters.
- Remove slab foundations from electrical equipment.
- Remove electrical cables or conduits.
- Site fencing will be removed.
- Fill any stormwater basins and remove associated infrastructure.
- Remove aggregates stone from access areas and roads.
- Regrade site to pre-development condition, seeding and restoring site to landcover prior to development of the facility.
- Any disturbed areas will be covered with a minimum of 2" of topsoil, which is consistent with the composition of the soil prior to construction of the project. Topsoil will be treated with fertilizers needed for establishment of vegetation and will be covered with grass seed and straw mulch.

The next few sections will discuss the decommissioning of some of the project components and will serve to further explain some of the activities in the decommissioning sequence.

Planning and Permitting Prior to Decommissioning

Given the timeframe for decommissioning and lifetime of the facility, government regulations at the time may require specific plans and permits to be in place prior to decommissioning of the BESS Facility. The owner will develop a comprehensive plan based upon this decommissioning plan to follow during decommissioning. The owner will be responsible for identifying and acquiring all local, state, and federal permits required for this work. The owner will identify subcontractor(s) and waste / recycling companies during the planning phase.

During the planning phase, the types of equipment needed to decommission, and scope should be planned thoroughly. It currently is anticipated that a variety of heavy equipment will be needed for decommissioning including small cranes, bulldozers, excavators, off-road dump trucks, water trucks, disc plows and/or tractors, and more.

Removal of Electrical Project Components

As previously mentioned, the electrical components of the BESS Facility include the Battery Energy Storage System which consists of battery units and associated components located within battery enclosures or containers. There will be approximately 6 battery enclosures (containers) per power block, with a total of approximately 17 power blocks. There also will be 17 inverter skids that will convert the electricity from the power blocks, as well as two E-links per power block. There will also be various underground electric cabling connecting the containers and adjacent substation developed as a part of the array development.

Most of the electrical components within the BESS are comprised of materials such as Lithium-ion batteries, steel, copper, plastic, and epoxies. If decommissioning occurs prior to the end of these materials' useful life, these items will likely have a resale value associated with them, depending on their condition.

The BESS and battery enclosures/containers will be completely removed from the site. Typical battery manufacturers for a BESS Facility are LG and Tesla, which typically have programs accepting responsibility for recycling their batteries at the end of their useful life. Based on this, it is assumed based upon manufacturer information and projected market conditions, that the battery packs will have a resale market value.

The inverters on site will be deactivated, disassembled, and removed during decommissioning. Based on their condition, the inverters may be able to be sold for refurbishment or re-use. If they cannot be reused, the inverters will be salvaged or disposed of at an approved solid waste management facility. Any oils or lubricants will be collected and disposed of at a licensed facility.

Underground electrical cabling will be disconnected from the power source, removed from the site, and salvaged or recycled at an approved waste disposal facility.

Removal of Structural Project Components

Concrete foundations will be removed and recycled or properly disposed of in accordance with state and federal law at a licensed solid waste facility.

Site Restoration (Removal of Access Roads, Fencing, and Stormwater Facilities)

1. The site fence will be pulled out and removed from the site. The fence materials will be reused at another location, recycled, or salvaged at an approved solid waste facility.
2. Gravel access roads and staging areas will remain until all other materials have been removed from the site to facilitate decommissioning activities. Once equipment removal is concluded the road material will be removed from the site and replaced with fill. The fill will be graded to follow the contours of the site.
3. All stormwater management facilities will be returned to existing grade.
4. The site will be returned to pre-development grades and drainage patterns.
5. Any disturbed areas will be covered with a minimum of 2" of topsoil, which is consistent with the composition of the soil prior to construction of the project. Topsoil will be treated with fertilizers needed for establishment of vegetation and will be covered with grass seed and straw mulch.

Decommissioning Cost Estimate

Note: This decommissioning cost breakdown is based upon available data and preliminary layouts of the BESS Facility. In accordance with the siting agreement, the Decommissioning Estimate should be updated every five (5) years in order to reflect the most accurate estimate.

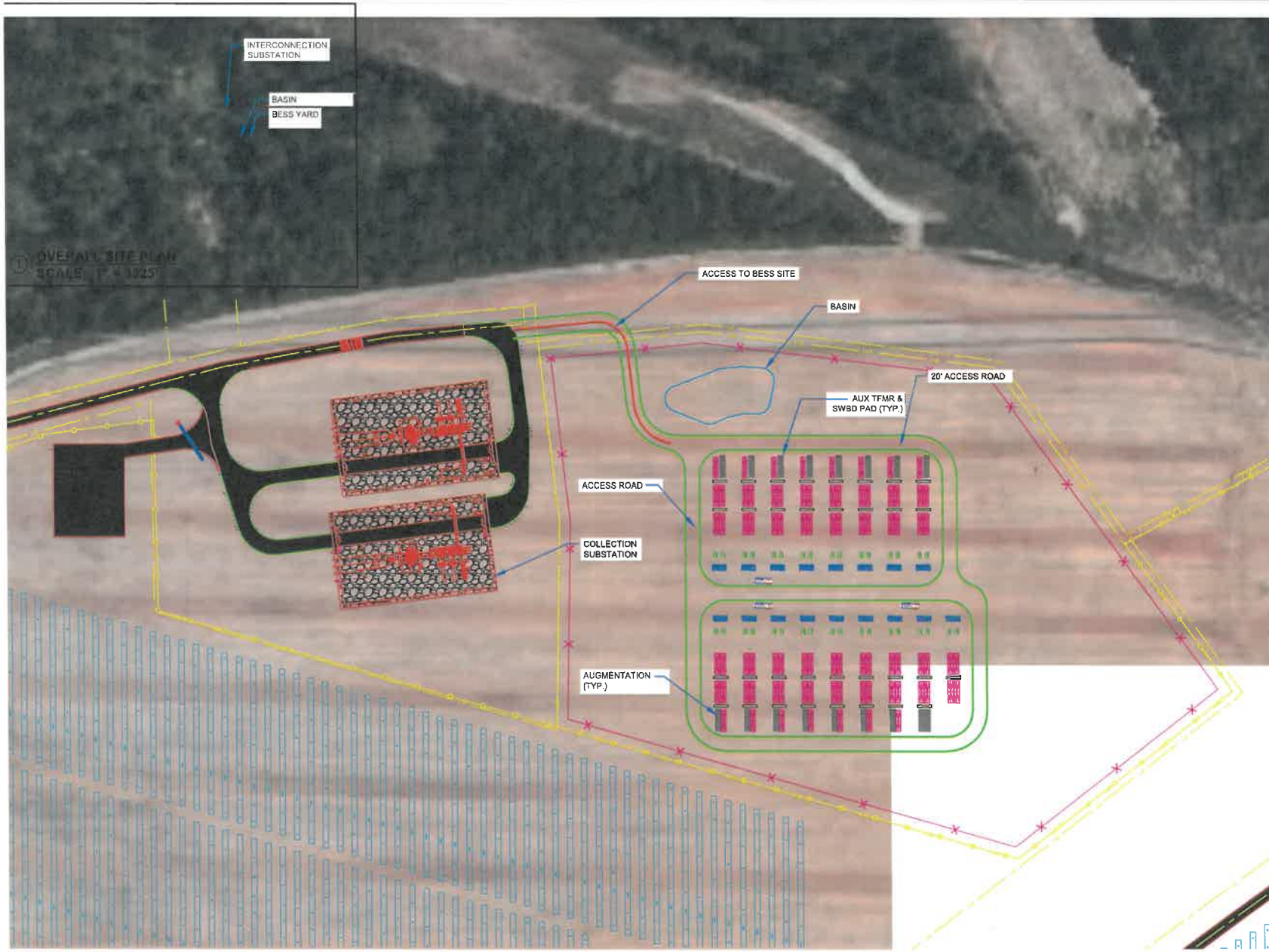
Decommissioning Cost Estimate				
Wythe County BESS Facility				
Item	Quantity	Units	Unit Cost	Total
BESS and Container Removal	100	Each	\$2,500	\$250,000.00
Inverter Removal	17	Each	\$2,000	\$34,000.00
Electrical Cable Removal	10000	LF	\$2.00	\$20,000.00
Stormwater Management Removal	1	LS	\$25,000.00	\$25,000.00
Fence Removal	2650	LF	\$4.00	\$10,600.00
Access Road Aggregate Removal	5300	SY	\$6.50	\$34,450.00
Concrete Foundation Removal	67	Each	\$5,000.00	\$335,000.00
Site Restoration (grading and revegetation)	1	LS	\$150,000.00	\$150,000.00
Subtotal			\$859,050.00	
Decommissioning Management (10%)			\$85,905.00	
Construction Contingency (10%)			\$85,905.00	
Total (Decommissioning Security Amount)			\$1,030,860.00	

Project Decommissioning Costs and Guarantee

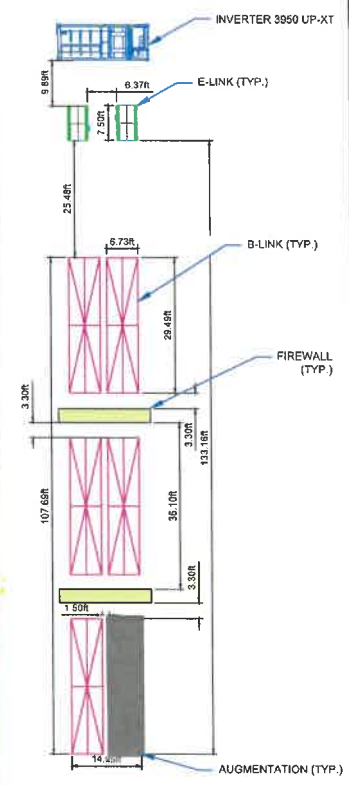
The siting agreement between Wythe County Solar Project, LLC (the "Owner" or "Company") and Wythe County (the "County") requires a financial assurance guarantee to be put into place prior to the issuance of the certificate of occupancy. decommissioning. The security must remain valid until the decommissioning obligations have been met. The security requirement shall remain in place for the life of the BESS Facility and shall not be terminated until the full decommissioning of the BESS Facility is complete. The company shall update the decommissioning cost summary and surety as provided in the Decommissioning Plan. Company shall re-assess the decommissioning costs and estimated value of the BESS Facility components every five (5) years as provided in the Decommissioning Plan.

The security may be adjusted up or down by the County if the estimated cost of decommissioning is updated, and if updated, the security must be renewed or replaced to account for any such update, if necessary.

Appendix A- BESS Facility Preliminary Layout



② BESS SITE PLAN
SCALE: 1" = 130'



③ TYPICAL POWER BLOCK
SCALE: 1" = 27'

BESS SYSTEM DESIGN SUMMARY

INTERCONNECTION VOLTAGE	138KV
INTERCONNECTION CAPACITY	52.2MW (0.95 LEAD/LAG)
TOTAL SYSTEM ENERGY RATING	208.8 MWh (4 HR)
INVERTER MANUFACTURER	SMA
INVERTER MODEL NUMBER	3950 UP-XT
NUMBER OF POWER BLOCKS	17 AT BOL
INVERTER SKID RATING	4.6MVA (4.28 @ 37C)
INVERTER OUTPUT VOLTAGE	690V
BESS MANUFACTURER	LG (LFP1 CELL)
BATTERY UNITS PER INVERTER	UP TO 6 CONTAINERS
NUMBER OF BATTERY UNITS	83 at BOL
BATTERY UNIT MIN VOLTAGE	1020 VDC
BATTERY UNIT MAX VOLTAGE	1489 VDC
FIREWALL THICKNESS	TBD

PRELIMINARY
NOT FOR CONSTRUCTION

WTH-CLO-01

PROJECT:	Wythe, VA
DEVELOPER:	RWE
DRAWING TITLE:	BESS CONCEPTUAL LAYOUT
DATE:	12/18/2023
REV:	01
SHEET:	1 OF 1