Amended Kingdom Community Wind Decommissioning Plan

July, 2011

1. Decommissioning Plan

Green Mountain Power Corporation (GMP) has prepared the following Amended Decommissioning Plan in connection with the wind farm components of the Kingdom Community Wind Project (the "Project") located in Lowell, Vermont. The Amended Decommissioning Plan reflects the changes required in the Public Service Board ("Board") May 31, 2011 and July 27, 2011 Orders in Docket 7628 to the Decommissioning Plan filed as Exh. Pet.-CP-6 in that docket.

The Amended Decommissioning Plan consists of this document, a description of the various changes required under the GMP-ANR Stipulation (Attachment A), the Decommissioning Funding Plan (Attachment B) and the Decommissioning Cost Estimate (Attachment C).

For the purposes of this Amended Decommissioning Plan, the term "GMP" shall mean GMP or the entity that owns the Project.

a. GMP shall be responsible for all decommissioning costs.

b. GMP shall obtain any additional permits required for the decommissioning, removal and legal disposal of Project components prior to GMP's commencement of decommissioning activities.

c. GMP shall dispose complete decommissioning, including component removal and disposition, grading and revegetation in accordance GMP's permits and in compliance with all applicable rules and regulations then in effect governing the disposal thereof.

d. All hazardous materials shall be removed, transported and disposed of by licensed contractors at an appropriate facility in accordance with rules and regulations governing the disposal of such materials.

2. Decommissioning Costs —

GMP shall provide for Project decommissioning funding through the Decommissioning Facility described in the Decommissioning Funding Plan, Attachment B. The amount of required funding shall equal the amounts identified in the Decommissioning Cost Estimate (Attachment C) subject to annual revisions as provided for in the Decommissioning Funding Plan.

3. **Description of Decommissioning Process** —

a. **General.** The process of removing structures shall initially consist of evaluating and categorizing all components and materials into the following categories: i) recondition and reuse, ii) salvage, iii) recycle, and iv) disposal. In order to increase efficiency and minimize transportation impacts, components and material may be stored on-site until the bulk of similar components or materials are ready for transport. The components and material will then be transported to the appropriate facilities for reconditioning, salvage, recycling, or disposal.

As described in more detail below, GMP shall remove above-ground structures and removal of below-ground structures to a depth not less than 24 inches, except that as to foundation structures bearing on rock with a surface less than 24 inches below grade, the foundation concrete shall be removed to the surface of the rock and any existing anchors or bolts into the rock will be cut flush to the rock. Above-ground structures include the turbines, turbine transformers, overhead collection or on-site transmission lines, substation(s), maintenance building, wind farm-related portions of the interconnection facilities (if any), and any meteorological towers. Below-ground structures include foundations for the turbines, collector substation, and maintenance building, fiber optic facilities, collection system conduit and cable.

Following foundation removal, GMP shall fill any remaining excavated area with clean sub-grade material of quality and composition comparable to the immediately surrounding area. GMP will compact this sub-grade material to a density similar to the immediately surrounding sub-grade material.

b. **Turbine Removal.** GMP shall remove the turbines in their entirety down to the concrete foundation. GMP will lower the rotor, nacelle and tower sections to the ground via crane where they may be transported whole for reconditioning and reuse, or disassembled/cut into more easily transportable sections for salvage, recycling, or disposal.

c. **Foundation removal.** Turbine, maintenance building and substation foundations will be excavated to a depth sufficient to remove all anchor bolts, rebar, conduits, cable and concrete to a depth of not less than 24 inches below grade. Any excavations will be filled as described above. With the exception of the turbine pad locations, all unexcavated areas compacted excessively by equipment used in the decommissioning process will be ripped or scarified, or excavated and replaced in its un-compacted state, and allowed to re-vegetate naturally. The turbine pad locations will be revegetated as described in Attachment A.

d. **Underground collection conduit and cables.** The cables and conduits contain no materials known to be harmful to the environment. As part of the decommissioning, these items will be cut and removed at a depth of at least 24 inches. All cable and conduit and other material buried greater than 24 inches will be left in place and abandoned.

e. **Overhead collection lines.** GMP shall remove overhead collection lines and associated poles. GMP will grade disturbed areas and allow them to re-vegetate naturally, to match adjacent areas.

f. **Substation and interconnection facilities.** GMP shall disassemble the substation and interconnection facilities within those areas used solely for the transmission of electrical energy generated by the Project. GMP shall remove components (including steel, conductors, switches, transformers, fencing, control houses, etc.) and such facilities will be reconditioned and reused, sold as scrap, recycled, or disposed of appropriately. To the extent possible, GMP shall remove foundations and underground conduit to a depth of not less than 24 inches. GMP shall fill any excavations and fill, grade, and allow re-vegetation to proceed naturally, as described above.

4. Access roads and construction pads

The access road shall remain in place as constructed, except with regard to any portion of the access road that lies within the Parcel 4 easement that will be decommissioned and revegetated as described in Attachment A.

5. Description of Site Restoration Activities

Following decommissioning activities, GMP will place a mixture of organic compost and wood mulch in areas excavated during decommissioning. These areas will be graded to prevent soil erosion and promote establishment of appropriate vegetation including leveling, terracing, mulching and other steps as may be necessary.

Following decommissioning activities, the affected areas will be inspected, thoroughly cleaned, and all construction-related debris removed.

Additional information regarding the decommissioning and revegetation of the turbine pads; crane path; roadside ditches; that portion of the access road that lies within the Parcel 4 easement; and the ridgeline stormwater management features (as required by Condition 4 of the Stipulation) can be found in Attachment A.

Attachment B

KINGDOM COMMUNITY WIND PROJECT
DECOMMISSIONING FUNDING PLAN

1. Introduction

Condition 13 of the May 31, 2011 Order ("Approval Order") of the Vermont Public Service Board ("Board") requires Green Mountain Power Corporation ("GMP") to submit a Kingdom Community Wind ("KCW") Project Decommissioning Plan, a decommissioning cost estimate and a plan for funding decommissioning. The requirements relating to the funding plan are as follows:

> The decommissioning plan may allow GMP to contribute to the decommissioning fund as the construction process proceeds such that the funding level is commensurate with the costs of removing infrastructure in place. The amount of the fund may not net out the projected salvage value of the infrastructure. GMP may utilize a letter of credit to secure the full amount of the fund, and must demonstrate that the fund will be managed independently and be creditor and bankruptcy remote in the event of GMP's insolvency or business failure. The letter of credit shall be issued by an A-rated financial institution, shall name the Board as the designated beneficiary, and shall be an "irrevocable standby" letter that includes an auto-extension provision (i.e., "evergreen clause"). The decommissioning plan shall also include a decommissioning review trigger whereby if actual production falls below 50% of projected production during any consecutive two-year period, a decommissioning review is initiated. GMP, at its option, may establish a separate fund, which also must be creditor and bankruptcy remote, in which it may place the funds from the accumulated depreciation charges associated with the proposed project. As the amount in this fund grows, GMP may reduce the balance of the letter of credit in like amount such that the letter of credit secures the amount of decommissioning costs that is not secured by the balance in this fund. Both the letter of credit, and the accumulated depreciation fund, should GMP opt to establish it, shall account for inflation over time.

This Decommissioning Funding Plan has been developed to satisfy each of the Board's requirements noted above, and is also based on the decommissioning funding plan approved by the Board in Docket No. 7156.

2. Projected Decommissioning Costs

Attachment C (Decommissioning Cost Estimate) identifies the projected cost of decommissioning of the Project and is therefore intended to assure that the funding level is commensurate with the costs of removing infrastructure in place at any time during the construction or operation of the Project.

3. Decommissioning Funding Plan

On or before August 1, 2011, GMP will procure a Letter of Credit or such other facility as may be approved by the Board (the "Decommissioning Facility") naming the Board as Beneficiary by an A-rated financial institution, naming the Board as the designated beneficiary and shall be an "irrevocable standby" letter that includes an auto-extension provision ("evergreen clause"). The initial amount of the Decommissioning Facility shall equal the estimated decommissioning costs associated with the level of improvements, without any deduction for projected salvage value ("Projected Cost") as set forth in Attachment C, as of May 31, 2012. On or before May 15, 2012, the amount of the Decommissioning Facility will be increased to an amount equal to the Projected Cost as of the date of commercial operation, as set forth on Attachment C; provided, however, that the amount of the funded obligation will be further adjusted annually beginning on January 31, ("Adjusted Projected Cost") to account for price level changes in the preceding 12-month period. The adjustment shall be calculated by multiplying the Projected Cost by the percentage change in the "Other Heavy Construction" index of the Producer Price Index (obtained from the December PPI Detailed Report which is posted on the Department of Labor/Bureau of Labor Statistics website (www.bls.gov) on January 15 of the immediately succeeding year). At the time of the adjustment to the Decommissioning Facility, GMP will submit to the Board and Department of Public Service ("Department") notice of the adjustment and documentation underlying the basis for the adjustment.

The Adjusted Projected Cost shall be subject to further adjustment, if ordered by the Board, in the event actual wind farm production falls below 50% of projected production during any two-year consecutive period.

In the event actual energy production from the Project is less than 50% of the projected energy production for the Project during any consecutive two-year period, a review before the Board shall be initiated to determine whether decommissioning is appropriate. During any such proceeding GMP (or its successor) shall have the burden of demonstrating why decommissioning should not be ordered by the Board.

The Decommissioning Facility shall provide for payment in the event that GMP (or its successor) is unable or unwilling to commence decommissioning activities within a reasonable period of time, not to exceed ninety days, following the issuance of an order by the Board for the decommissioning of the Project. No other persons will have the ability to demand payment under the Decommissioning Facility.

A form of Letter of Credit is set forth below.

[Form of Letter of Credit]

[NAME OF BANK]

IRREVOCABLE STANDBY LETTER OF CREDIT

[Beneficiary Name]
[Beneficiary Address 1]
[Beneficiary Address 2]
Telephone: *[Company Phone]*
Facsimile: *[Company Fax]*
Attn: Contract Administration

Effective Date: *[Effective Date]*
Letter of Credit No.: [SB]
Expiry Date: *[Expiry Date]*

At the request of Green Mountain Power Corporation (the "Applicant"), [NAME OF BANK] (the "Issuer"), hereby issues this irrevocable standby Letter of Credit No. [SB] in the favor of *[Beneficiary]* (the "Beneficiary") available for an aggregate amount up to the maximum amount of $ *[Amount] ([Amount in words]* United States Dollars), effective as of the date first set forth above and expiring at our office located at , (or at any other office which may be designated by us by written notice delivered to you) on the earliest to occur of (i) *[Expiration Date]* (the "Stated Expiration Date") or any automatically extended Stated Expiration Date, (ii) payment by Issuer hereunder of the maximum amount written above, or (iii) surrender of this original Letter of Credit to us for cancellation.

It is a condition of this Letter of Credit that the Stated Expiration Date shall be automatically extended without amendment, for successive periods of one year each from the Stated Expiration Date hereof or any such automatically extended Stated Expiration Date, but in no event beyond *[Long-Stop Expiration Date]* unless, no less than 30 days before any such Stated Expiration Date, Issuer sends Beneficiary notice stating that this Letter of Credit will not be extended beyond the then current Stated Expiration Date. Any such notice of non-extension shall be in writing, shall be sent by hand, by certified mail (return receipt requested), or by Federal Express or other overnight delivery service, and shall be addressed to Beneficiary at the address set forth above.

Issuer has been requested to issue this Letter of Credit in connection with the Agreement for *[Describe Underlying Agreement]* and related documents (the "Agreement") between the Beneficiary and *[GMP Affiliate Name]*. However, Issuer assumes no obligations under the Agreement or responsibility or duties thereunder.

Funds under this Letter of Credit are available to you by making a demand for payment by presentation to us at our offices at __________________, Attention: Loan Administration (or at any other office which may be designated by us by written notice delivered to you) of your drawing certificate in the form of Annex A attached hereto ("Drawing Certificate") and accompanied by the original of this Letter of Credit. A presentation under this Letter of Credit may be made only on a day, and only between the hours of 9:00 AM and 5:00 PM, New York time on which such office is open for business (a "Business Day"). If we receive your Drawing Certificate and the original of this Letter of Credit at such office on any Business Day, all in reasonable conformity with the terms and conditions of this Letter of Credit, we will honor the same by making payment in accordance with your payment instructions on the third succeeding

Business Day after presentation so long as the amount of the drawing, together with all previous drawings honored pursuant to this Letter of Credit, does not exceed the aggregate amount of this Letter of Credit. Typographical errors other than in amounts will not violate the conformity provision in this paragraph. If a drawing fails to conform to the terms and conditions of this Letter of Credit it shall not (i) preclude the Beneficiary from correcting any such errors and resubmitting the request nor (ii) act as a waiver of any rights the Beneficiary has under this Letter of Credit.

Partial and multiple drawings are permitted. All of the banking charges are for Applicant's account.

This Letter of Credit sets forth in full the terms of our undertaking to you (but not any of your duties, obligations or responsibilities to Issuer hereunder or otherwise). Such undertaking to you shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices 1998, I.C.C. Publication No. 590 ("ISP98") excluding however, Rule 4.09(c) and shall be governed by and construed in accordance with the laws of the State of New York. In the event of conflict between the ISP98 and a non-mandatory (variable) provision of such laws, the ISP98 shall govern.

Yours faithfully,
[NAME OF BANK]

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title: