

STATE OF VERMONT  
PUBLIC UTILITY COMMISSION

Petition of Georgia BESS, LLC for a Certificate )  
of Public Good, pursuant to 30 V.S.A. §§ 231 and )  
248(j), authorizing the ownership, installation, ) Case No. 21-\_\_\_\_-PET  
and operation of a 4.99 MW battery electric )  
storage project to be located in Georgia, Vermont )  
to be known as the “Georgia BESS Project” )

GEORGIA BESS, LLC’S BATTERY ELECTRIC STORAGE PROJECT  
DECOMMISSIONING PLAN

I. Overview

Petitioner Georgia BESS, LLC (“Georgia BESS”) proposes to construct and operate a 4.99 MW battery electric storage facility in Georgia, Vermont (the “Project”). The Project will be located off Ballard Road in Georgia, Vermont. The Project design and infrastructure is described in detail in the Section 248 petition.

II. Decommissioning Activities

At the end of the Project’s expected useful life, Georgia BESS will evaluate whether to extend the life of the Project (with new equipment or otherwise) or to cease commercial operation. When the Project is no longer being commercially operated, Georgia BESS will decommission the facility. Decommissioning activities will include the off-site removal of all structures and equipment, and restoring the site to its pre-project condition to the greatest extent practicable. Materials and equipment from the Project will be repurposed, recycled, and/or disposed of in accordance with best practices and with applicable waste management laws and regulations. The battery manufacturer that Georgia BESS intends to use, Powin, has a take-back program that will accept the units for recycling.

With respect to specific decommissioning activities, please see the following:

a. *Battery Modules*

The batteries will be removed using standard hand tools, light mechanized equipment and transported off site for reuse, or for recycling by the original manufacturer or third-party vendor.

b. *Battery Enclosures*

The battery enclosures will be removed and transported off site for reuse, recycling or disposal.

c. *Electrical and Other Equipment*

Electrical equipment, including inverters, poles, wires (AC and DC), transformers, and inverter buildings will be dismantled and removed from the site for disposal. Inspection of the equipment will be conducted throughout the decommissioning process to ensure no oil leaks are caused.

d. *Concrete Pads*

Concrete pads, if any, will be broken up mechanically, and concrete debris and related materials will be removed from the site by dump truck for recycling and/or disposal.

*e. Perimeter Fencing*

The fence will be dismantled and removed from the site for recycling and/or disposal after all other major components have been removed and decommissioning activities have been completed.

*f. Site Grading*

Any fill that was used to construct or improve the site access roads will be thin spread on site or removed and disposed of at a permitted facility. Soil removed during construction of the Project and stored on site, if any, will be returned, and disturbed areas will be seeded and mulched to establish vegetation.

### **III. Decommissioning Estimate**

The estimated cost of decommissioning the Project in present-day dollars and without accounting for any salvage value of Project components is US \$98,032. A breakdown of this estimate is provided in Attachment I. The estimate was prepared by William Washam of Strata Solar, Project Manager, based on his experience with similar projects and information provided by equipment manufacturers.

The estimated cost of decommissioning will be adjusted every three years to account for inflationary effects using the current Consumer Price Index (“CPI”) as maintained and published by the United States Bureau of Labor Statistics (“Annual Adjustment”). In the event the CPI results in a negative adjustment, the decommissioning cost will not change.

### **IV. Decommissioning Fund**

At the time of actual decommissioning, Georgia BESS will file an updated cost estimate with the Commission and the Public Service Department based on actual cost quotes. If required by the Commission, Georgia BESS will secure the estimated cost of decommissioning with a Letter of Credit in the amount of \$98,032 that: (i) is bankruptcy remote, (ii) includes an auto-extension provision (i.e., “evergreen clause”); and (iii) is issued by an A-rated financial institution solely for the benefit of the Commission. No other entity, including Georgia BESS, shall have the ability to demand payment under the LC (or other appropriate financial security). If required by the Commission, an executed Letter of Credit (“LC”) shall be filed with the Commission prior to commencement of construction.

Upon completion of decommissioning, Georgia BESS will file a notice of completion from the Commission. The certification will be provided to the issuing bank with instructions to terminate the LC. The Commission will have the right to draw on the LC to pay the costs of decommissioning in the event that Georgia BESS (or its successor) is unable or unwilling to commence decommissioning due to dissolution, bankruptcy, or otherwise. Prior to the Commission drawing on the LC, Georgia BESS shall have a reasonable period of time to commence decommissioning, not to exceed ninety days following issuance of a Commission order requiring decommissioning of the Project.

A form letter of credit and drawing certificate for Commission review and approval are provided below.

**Attachment I – Decommissioning Cost Estimate**

All costs below include labor, activity management, site supervision, and site safety costs. All costs are in present-day dollars.

<b><u>ACTIVITY</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT COST</u></b>	<b><u>TOTAL</u></b>
<b>Mobilization and General Conditions</b>				
Mobilization and General Conditions	1	Each	\$10,000	\$10,000

<b>Battery Stack</b>				
Battery Stack Removal/Shipping to Recycling Facility	84	Battery Stacks	\$300	\$25,200

<b>Battery Container</b>				
Removal/Disposal	6	Each	\$5,000	\$30,000

<b>Underground Wire</b>				
Removal	1	Truckloads	\$600	\$600
Disposal	2,500	Lbs	\$0.06	\$150

<b>Transformer/Inverter</b>				
Transformer Remove/Disposal	3	Transformers	\$1,500	\$4,500
Inverter Remove/Disposal	3	Inverters	\$2,000	\$6,000

<b>Auxiliary Equipment</b>				
Relay/Metering Removal	1	Stations	\$1,000	\$1,000
Interconnection Facilities Removal	1	LS	\$2,000	\$2,000
Fencing Removal	834	LF	\$1	\$1,043
Disposal of all items	2	Truckloads	\$600	\$1,200

Estimated Cost	\$81,693
Contingency (20%)	\$16,339
<b>TOTAL EST. COST</b>	<b>\$98,032</b>

**FORM OF LETTER OF CREDIT**

[NAME OF BANK] IRREVOCABLE STANDBY  
LETTER OF CREDIT

**Vermont Public Utility Commission**  
**112 State Street**  
**Montpelier, VT 05620**

Effective Date: \_\_\_\_\_

Letter of Credit No.: \_\_\_\_\_

Telephone: **802-828-2358**  
Facsimile: **802-828-3351**

Expiry Date: \_\_\_\_\_

**E-Mail: [puc.clerk@vermont.gov](mailto:puc.clerk@vermont.gov)**

Attn: Contract Administration  
Project: Georgia BESS, LLC Project  
PUC Case No: XXXXX  
CPG Issuance Date: DATE

At the request of Georgia BESS, LLC (the "LC Applicant" or "Petitioner"), [NAME OF BANK] (the "Issuer"), hereby issues this irrevocable Letter of Credit No. [ ] in the favor of the **Vermont Public Utility Commission** ("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, unless, no less than 60 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 Condition \_\_\_ of the Certificate of Public Good issued by the Commission to Petitioner on \_\_\_ in Case No. \_\_\_ by Beneficiary in favor of Petitioner. However, Issuer assumes no obligations under the Certificate of Public Good 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 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, \_\_\_\_ 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, Rules 4.09(c) and 5.06(c)(I), 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:

## DRAWING CERTIFICATE

[NAME OF BANK] Ladies and Gentlemen:

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the Letter of Credit.

The Beneficiary hereby certifies to the Issuer, with reference to the Issuer's Irrevocable Standby Letter of Credit No. [\_\_\_\_]) (the "Letter of Credit"); that:

In connection with the terms of the Certificate of Public Good issued by the Vermont Public Utility Commission to Georgia BESS, LLC on [Date] in Case No. \_\_\_\_\_ for the construction of a 4.99 MW electric battery storage facility, the Beneficiary is making a demand for payment under the Letter of Credit of the sum of \_\_\_\_\_, which amount does not exceed the current Stated Amount of the Letter of Credit.

We hereby certify that the draft accompanying this statement drawn under Letter of Credit No.\_\_\_\_represents the amount due us to pay the costs of decommissioning the [Project] located in Georgia, Vermont. We also certify that [Petitioner] has not commenced decommissioning after having a reasonable period of time, not to exceed ninety days, following issuance of an order of the Vermont Public Utility Commission requiring decommissioning of the project per terms of the Certificate of Public Good issued to [Petitioner] by the Vermont Public Utility Commission dated [Date].

OR

[This Letter of Credit has fewer than thirty (30) days remaining prior to the date of expiration and the Beneficiary has not received a replacement letter of credit to the extent required by the above-referenced Certificate of Public Good, and the undersigned hereby confirms that the amount of this drawing does not exceed the undrawn face amount of the Letter of Credit.]

The amount demanded hereby has been calculated in accordance with the terms of the Agreement.

You are hereby directed to pay the amount so demanded to: [Insert wire transfer instruction]

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the day of \_\_\_\_\_, 20\_\_.

Very truly yours,