



MILL RIVER SOLAR, LLC: DECOMMISSIONING PLAN

I. INTRODUCTION

Mill River Solar, LLC (“Petitioner”) hereby submits its plan for the eventual decommissioning of the proposed 4.95 MW AC solar electric generation facility located in Georgia, Vermont (“Project”) and the establishment of a decommissioning fund for review as part of the Section 248 Certificate of Public Good (“CPG”) process before the Vermont Public Utility Commission (“Commission” or “PUC”) pursuant to PUC Rule 5.904.

II. DECOMMISSIONING ACTIVITIES

At the time the Project permanently ceases to operate, Petitioner, or its successor or assigns will perform decommissioning activities which will include off-site removal of the solar panels, support structures, electrical lines, inverters, transformers, any concrete pads, and fencing/fence posts, and any other auxiliary equipment associated with the Project that is within the Petitioner’s ownership, or its successor or assigns.

Decommissioning will also include reclaiming the site in order to restore the site’s agricultural potential by replacing prime agricultural soils that have been temporarily stockpiled onsite to areas that have been disturbed by Project infrastructure, plowing the site within the fenced-in area to a depth of 8 inches if bulk density testing indicates that Project-related soil compaction has occurred, and preparing the site for re-seeding or planting. All decommissioning activities are detailed in **Attachment A**.

III. COST OF DECOMMISSIONING

The estimated cost of decommissioning the Project is US \$167,858 as indicated in Attachment A and as prepared by Ralph Meima, Vice President of Development at Encore Renewable Energy which has the business address of Encore Renewable Energy, 50 Lakeside Avenue, Suite 110, Burlington, VT 05401. The estimated cost of decommissioning shall 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. ESTABLISHMENT OF DECOMMISSIONING FUND

Prior to commencing Project construction, a fund for decommissioning (“Decommissioning Fund”) shall be established for the Project in the amount of the estimated cost of decommissioning identified in Section III above. The Decommissioning Fund shall be established in the form of an irrevocable standby Letter of Credit (LC”) that: (1) names the Commission as the sole beneficiary of the LC; (2) is issued by an A-rated financial institution; (3) includes an automatic extension provision or “evergreen clause”; and (4) is bankruptcy remote. No other entity, including Petitioner, shall have the ability to demand payment under such LC. Upon issuance, such LC shall be submitted by Petitioner to the Commission for approval with a copy to the Vermont Public Service Department (“Department”). The LC will be substantially in the form annexed hereto as **Attachment B**.

As required by PUC Rule 5.904, every three years, the Petitioner shall file a report with the Commission, Department, and each party to the proceeding in which the Project’s CPG was granted, describing any adjustments and changes to the decommissioning fund in the previous three-year period. This report shall be filed no later than February 28 of the third year following the issuance of the CPG and every subsequent third year.

The value of Petitioner’s decommissioning fund shall be adjusted for inflation every three years based upon the net positive change in the annual average of the U.S. Bureau of Labor Statistics’ Northeast Urban Consumer Price Index for the preceding three-year period. The decommissioning fund amount shall not be reduced in periods when the Northeast Urban Consumer Price Index reports a net negative change for the preceding three-year period.

The Petitioner shall adjust the Project’s standby LC every three years to reflect changes to the decommissioning fund as provided above. Revisions shall be made no later than February 28 in conjunction with the report required above. Nothing herein shall preclude the Commission from requiring more frequent adjustments due to facility or site conditions.

The Commission shall have the right to draw upon the Petitioner’s irrevocable standby LC to pay for decommissioning in the event that the Petitioner has not commenced decommissioning activities within 90 days of a Commission order directing decommissioning consistent with a Drawing Certificate substantially in the form annexed hereto as **Attachment C**.

When the Project permanently ceases to operate, Petitioner, its successors or assigns shall decommission the Project as required under the Commission’s Order and CPG issued in this docket.

Upon completion of all decommissioning and site restoration activities, the Petitioner will request a determination from the Commission that the Petitioner’s decommissioning obligations have been satisfied. Upon the Commission’s determination that the decommissioning obligations have been satisfied, the Commission will terminate the Project’s LC.

Attachment A

Estimated Decommissioning Costs for Mill River Solar

	Est. Quantity	Unit Cost	Present- day \$
Panel Removal			
Removal	11,778 Panels	\$1.9250	\$22,673
Delivery	30 Containers	\$750.00	\$22,500
Disposal	11,778 Panels	\$1.9250	\$22,673
Support Rack Disassembly and Removal			
Removal	18,000 LF	\$1.6500	\$29,700
Delivery	5 Truckloads	\$750.00	\$3,750
Disposal	18,000 LF	\$0.0660	\$1,188
Removal Support Posts			
Removal	3,155 Posts	\$1.9250	\$6,074
Delivery	7 Truckloads	\$750.00	\$5,250
Disposal	3,155 Posts	\$4.5430	\$14,333
Underground Wire Removal			
Delivery	7 Truckloads	\$750.00	\$5,250
Disposal	48,000 Lbs	\$0.0660	\$3,168
Transformer/Inverter/Battery Removal			
XFMR Remove & Dispose	2 Transformer	\$1,650.00	\$3,300
Inverter Remove & Dispose	40 Inverter	\$165.00	\$6,600
Soils Remediation			
Decompact Soils	14,867 SF	\$0.1650	\$2,453
Soil Redistribution	14,867 SF	\$0.0770	\$1,145
Auxiliary Equipment Removal			
Relay/Metering	1 Stations	\$2,200.00	\$2,200
Combiner Boxes	40 Boxes	\$55.00	\$2,200
Interconnection Facilities	1 LS	\$2,200.00	\$2,200
Fence	5,965 LF	\$1.3750	\$8,202
Delivery	4 Truckloads	\$750.00	\$3,000
Estimated Total Cost			\$167,858

All costs include labor, project management, site supervision and site safety costs.

Attachment B - Form of Letter of Credit

[NAME OF BANK]
IRREVOCABLE STANDBY LETTER OF CREDIT

Beneficiary

Vermont Public Utility Commission
112 State Street
Montpelier, VT 05620-2701
Attn: Contract Administration

Effective Date: [_____]
Letter of Credit No.: [_____]
Expiry Date: [_____]

Re: Mill River Solar, LLC
PUC Case No. _____
CPG Issued on: _____

At the request of Mill River Solar, LLC (the "Applicant"), [NAME OF BANK] (the "Issuer") hereby issues this irrevocable Letter of Credit No. [_____] in the favor of the Vermont Public Utility Commission (the "Beneficiary") available for an aggregate amount up to the maximum amount of \$167,858 (One Hundred Sixty Seven Thousand Eight Hundred Fifty Eight 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 No. [_____] of the Certificate of Public Good ("CPG") issued by the Vermont Public Utility Commission to Mill River Solar, LLC on [DATE], in Commission Case No. 24-___-PET. Said Condition No. [_____] deals with the establishment of a Decommissioning Fund for Mill River Solar, LLC's 4.95 MW photovoltaic electric generation project to be built in Georgia, Vermont. However, Issuer assumes no obligations under the CPG 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, 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 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 Vermont. 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:

Attachment C
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 Mill River Solar, LLC 's Certificate of Public Good issued on [Date] in Case No. 24-__-PET for the construction of 4.95 MW solar electric generation 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 Mill River Solar Project located in the Town of Georgia, Vermont. We also certify that Mill River Solar, LLC 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 Mill River Solar, LLC by the Vermont Public Utility Commission dated [Date].

OR

This Letter of Credit has fewer than 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 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 Certificate of Public Good.

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,

Name:

Title: