DRS-TK-7

ER DUNSMORE, LLC: DECOMMISSIONING PLAN

I. INTRODUCTION

ER DUNSMORE, LLC (Petitioner) hereby submits its plan for the eventual decommissioning of the proposed 4.950 MW AC solar electric generation facility located in the Town of St. Albans, 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. The improvements to the existing access road will remain in place for future use by the landowner.

Decommissioning will also include reclaiming the site in order to restore the site's agricultural potential to the greatest extent practicable. This will include replacing prime agricultural soils that have been temporarily stockpiled onsite to areas that have been disturbed by Project infrastructure and 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. All decommissioning activities are detailed in **Attachment A**.

III. COST OF DECOMMISSIONING

The estimated cost of decommissioning the Project is US $202,202 as indicated in Attachment A and as prepared by Taegen Kopfler, Project Development Manager at Encore Renewable Energy which has the business address of Encore Renewable Energy, 50 Lakeside Avenue, Suite 110, Burlington, VT 05401. Consistent with the Commission's rules, the value of the Petitioner's Project 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 or as required under the Project CPG. 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. (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 secured by a surety bond or other form of security (such as an escrow agreement or letter of credit) that meets the Commission's requirements for decommissioning securities, including that it:

(1) names the Commission as the sole beneficiary; (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 the security. Upon issuance, such the bond or other security shall be submitted by Petitioner to the Commission for approval with a copy to the Vermont Public Service Department (Department). The form of surety bond Petitioner intends to use is provided 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 decommissioning fund security 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 decommissioning security to pay for decommissioning in the event that the Petitioner has not commenced decommissioning activities within 90 days of a Commission order directing decommissioning. A Notice of default form is provided in **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 ER Dunsmore Solar

	Est. Quantity		Unit Cost	Present- day $
Panel Removal				
Removal	12,425	Panels	$1.9250	$23,918
Delivery	32	Containers	$750.00	$24,000
Disposal	12,425	Panels	$1.9250	$23,918
Support Rack Disassembly and Removal				
Removal	19,000	LF	$1.6500	$31,350
Delivery	5	Truckloads	$750.00	$3,750
Disposal	19,000	LF	$0.0660	$1,254
Removal Support Posts				
Removal	1,560	Posts	$1.9250	$3,003
Delivery	4	Truckloads	$750.00	$3,000
Disposal	1,560	Posts	$4.5430	$7,087
Underground Wire Removal				
Delivery	8	Truckloads	$750.00	$6,000
Disposal	50,000	Lbs	$0.0660	$3,300
Transformer/Inverter/Battery Removal				
XFMR Remove & Dispose	2	Transformer	$1,650.00	$3,300
Inverter Remove & Dispose	18	Inverter	$165.00	$2,970
Soils Remediation				
Decompact Soils	204,732	SF	$0.1650	$33,781
Soil Redistribution	204,732	SF	$0.0770	$15,764
Auxiliary Equipment Removal				
Relay/Metering	2	Stations	$2,200.00	$4,400
Combiner Boxes	8	Boxes	$55.00	$440
Interconnection Facilities	1	LS	$2,200.00	$2,200
Fence	5,285	LF	$1.3750	$7,267
Delivery	2	Truckloads	$750.00	$1,500
			Estimated Total Cost	**$202,202**

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

Attachment B - Form of Surety Bond

FORM OF DECOMMISSIONING BOND

KNOW ALL BY THESE PRESENTS:

That we, ER Dunsmore, LLC as Principal, and [___________], a corporation duly authorized under the laws of the State of [_______], as Surety, are held and firmly bound unto the Vermont Public Utility Commission, as sole Obligee in the maximum aggregate penal sum of [AMOUNT] and 0/100 Dollars ($[_______]) lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal is required under the Certificate of Public Good issued to Principal by Obligee on [_______] in Case No. [25-____-PET] to complete decommissioning in accordance with the Conditions set forth in said Certificate of Public Good and any amendments thereto, which is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of Condition [__] of said Certificate of Public Good to furnish a bond for the faithful performance of the decommissioning referred to in said Certificate of Public Good; and

Whereas, this Surety Bond is issued solely for the benefit of the Obligee, and no other entity, including the Principal, shall have the ability to demand payment under the bond.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the decommissioning provisions in the said Certificate of Public Good and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified and confirmed by the Obligee as being compliant with the Certificate of Public Good, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then the Obligee shall release and this obligation shall become null and void; otherwise this obligation shall be and remain in full force and effect and shall not be terminated unless or until Obligee has confirmed that Principal's decommissioning obligations under the Certificate of Public Good have been satisfied.

In order to demand payment under this Bond, if the Principal has violated its decommissioning obligation under the Certificate of Public Good and the Obligee has issued a notice of violation to the Principal for the same, the Obligee will notify the Surety in writing of the Principal's breach and such notice will be provided within 30 days of Obligee becoming aware of the abandonment or issuing the notice of violation. Notice of the breach will be sent to Surety by certified mail, or delivered by hand, at its offices at [_______] , Attention: [_____] (or at any other office which may be designated by Surety by written notice) with a Demand Notice for payment in the form attached hereto ("Demand Notice"). Principal will have up to 90 days from receipt of notification from Obligee or until the stated deadline in an order from Obligee to Principal directing decommissioning, whichever is earlier, to cure to the satisfaction of Obligee. If Principals fails to cure, Surety shall issue the surety amount to Obligee, so long as the amount of the demand, together with all previous demands honored pursuant to this Bond, does not exceed the maximum aggregate penal sum amount specified above. Typographical errors other than in amounts will not violate the conformity provision in this paragraph. If a Demand Notice fails to conform to the terms and conditions of this Bond it shall not (i) preclude the Obligee from correcting any such errors and resubmitting the request within the validity of this Bond nor (ii) act as a waiver of any rights the Obligee has under this Bond.

The Bond shall have no expiration date and shall continue in full force and effect, provided that Surety may cancel this Bond at any time by giving the Obligee sixty (60) days written notice of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Obligee within thirty (30) days of the receipt by the Obligee of the Notice of Cancellation, the Surety may choose to reinstate this Bond, otherwise the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Obligee.

Nonpayment of the premiums associated with this Bond nor bankruptcy of the Principal will not invalidate this Bond nor shall Obligee be obligated for the premium payment(s) thereof. This Bond shall be governed by and construed in accordance with the laws of Vermont. The parties hereto submit any dispute or other legal action concerning this Bond to the exclusive jurisdiction of the courts of the State of Vermont.

The liability of the Surety under this Bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this _____ day of _____________, 20__.

ER Dunsmore, LLC	**[INSURER]**
By: ___________________________	By:________________________________
_______________, [Title]	_______________, [Title]

Attachment C

SURETY BOND DEMAND NOTICE

Vermont Public Utility Commission
112 State Street
Montpelier, Vermont 05620-2701
Email: puc.clerk@vermont.gov

[Date]
[ISSUER NAME]
[ADDRESS]
[CONTACT]
Phone:
Email:

Re: Demand Notice under Surety Bond No. [____]

To Whom it May Concern:

In connection with the decommissioning obligations and conditions of the Certificate of Public Good dated issued to ER Dunsmore, LLC ("Principal") pursuant to 30 V.S.A. § 248 in Case No. 25-____-PET on [__________]and including any amendments, the Vermont Public Utility Commission ("Obligee") hereby issues a Demand Notice to [Issuer] ("Surety") in accordance with Surety Bond No. [____], dated and effective as of [______] ("Bond"). All capitalized terms used and not otherwise defined in this Demand Notice have the meanings assigned to them in the Bond.

The undersigned hereby certifies to Surety that $[_______] is due and owing from Principal to Obligee under the terms of the Bond. Obligee hereby demands payment of this amount from Surety, which does not exceed the maximum aggregate penal sum amount set forth in the Bond; and

Obligee represents and certifies to Surety that it has issued a notice of default or other order to Principal demanding that decommissioning shall occur, and that Principal or its successor is unable or unwilling to commence decommissioning activities within a reasonable period of time after the issuance of the order.

[OR
The undersigned hereby certifies to Surety that the Bond expires within 30 days of this letter and Principal has failed to replace the Bond to the extent required by the Certificate of Public Good. Obligee hereby demands payment from Surety in the amount of $[_______], which does not exceed the amount of the Bond.]

The amount demanded hereby has been calculated in accordance with the terms of the Bond. Please pay this amount in accordance with the following payment instructions with such receipt determined in accordance with the terms set forth in the Bond: [____________________].

IN WITNESS WHEREOF, the Obligee has executed and delivered this document as of the ___ day of ____, 20___.

Sincerely,

VERMONT PUBLIC UTILITY COMMISSION