

## POVERTY PLAINS SOLAR, LLC: DECOMMISSIONING PLAN

### I. INTRODUCTION

Poverty Plains Solar, LLC ("Petitioner") hereby submits its plan for the eventual decommissioning of the proposed 5 MW solar electric generation facility located in Warner, New Hampshire ("Project"), and the establishment of a decommissioning fund for review as part of the: (a) site plan application review process conducted by the Town of Warner Planning Board, and (b) application for an Alteration of Terrain Permit before the New Hampshire Department of Environmental Services ("NHDES") pursuant to RSA 485-A:17, NHDES-W-01-003.

### 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 to its original condition. All decommissioning activities are detailed in **Attachment A**.

### III. COST OF DECOMMISSIONING

The estimated cost of decommissioning the Project is US \$127,680 as indicated in Attachment A and was prepared by Doug MacDonald, Vice President of Engineering of Encore Renewable Energy, which has offices at 50 Lakeside Avenue, Suite 110, Burlington, VT. 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 NHDES 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 NHDES for approval. The LC will be substantially in the form annexed hereto as **Attachment B**.

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 NHDES from requiring more frequent adjustments due to facility or site conditions.

NHDES 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 NHDES 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.

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

## Attachment A

**Estimated Decommissioning Costs for Poverty Plains Solar, LLC**

|                                      |               |             | Unit Cost  | Est. Total<br>(present<br>day<br>dollars) |
|--------------------------------------|---------------|-------------|------------|---|
| Panel Removal                        | Est. Quantity |             |            |   |
| Removal                              | 12,000        | Panels      | \$1.75     | \$21,000                                  |
| Delivery                             | 30            | Containers  | \$600.00   | \$18,000                                  |
| Disposal                             | 12,000        | Panels      | \$1.75     | \$21,000                                  |
| Support Rack Disassembly and Removal |               |             |            |   |
| Removal                              | 18,000        | LF          | \$1.50     | \$27,000                                  |
| Delivery                             | 5             | Truckloads  | \$600.00   | \$3,000                                   |
| Disposal                             | 18,000        | LF          | \$0.06     | \$1,080                                   |
| Removal Ballast Supports             |               |             |            |   |
| Removal                              | 1,500         | Posts       | \$1.75     | \$2,625                                   |
| Delivery                             | 3             | Truckloads  | \$600.00   | \$1,800                                   |
| Disposal                             | 1,500         | Posts       | \$4.13     | \$6,195                                   |
| Wire Removal                         |               |             |            |   |
| Delivery                             | 7             | Truckloads  | \$600.00   | \$4,200                                   |
| Disposal                             | 48,000        | Pounds      | \$0.06     | \$2,880                                   |
| Transformer/Inverter/Battery Removal |               |             |            |   |
| XFMR Remove & Dispose                | 1             | Transformer | \$1,500.00 | \$1,500                                   |
| Inverter Remove & Dispose            | 36            | Inverter    | \$150.00   | \$5,400                                   |
| Auxiliary Equipment Removal          |               |             |            |   |
| Relay/Metering                       | 1             | Station     | \$2,000.00 | \$2,000                                   |
| Combiner Boxes                       | 36            | Boxes       | \$50.00    | \$1,800                                   |
| Interconnection Facilities           | 1             | LS          | \$2,000.00 | \$2,000                                   |
| Fence                                | 4,000         | LF          | \$1.25     | \$5,000                                   |
| Delivery                             | 2             | Truckloads  | \$600.00   | \$1,200                                   |

Estimated Total Cost **\$127,680**

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

**New Hampshire Department of  
Environmental Services  
29 Hazen Drive  
Concord, NH 03302-0095**

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

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

Telephone: **603-271-3503**

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

Attn: Contract Administration

At the request of Poverty Plains Solar, LLC (the "Petitioner"), [NAME OF BANK] (the "Issuer"), hereby issues this irrevocable Letter of Credit No. [ ] in the favor of the **New Hampshire Department of Environmental Services** ("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 maybe 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.

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:

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 Poverty Plains Solar, LLC's Alteration Of Terrain Permit issued on [Date] for the construction of 5 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 [Project] located in Warner, New Hampshire. 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 NHDES requiring decommissioning of the project per terms of the Alteration Of Terrain Permit issued to [Petitioner] by NHDES 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 Permit, 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 Alteration Of Terrain Permit.

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: