

Decommissioning Plan

September 20, 2023

318 Moore Hill Road
SBL: 18-1-9.1

And

Adjacent to 211 Hastings Drive
SBL: 26.-1-6.1

Solar Facility

Prepared for
Town of Neversink
Sullivan County, New York

Prepared By:
NY Neversink I, LLC
33 Lower Main Street
Callicoon, NY 12723

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1. Introduction

NY Neversink I, LLC (“**Project Owner**”) proposes to build a photovoltaic (PV) solar facility (“**Solar Facility**”) across property lines for properties at 318 Moore Hill Road and adjacent to 211 Hastings Drive, Neversink NY in the Town of Neversink (“**Town**”) under New York State’s Community Solar initiative. The Solar Facility is planned to have a nameplate capacity of approximately 3.9 megawatts (MW) alternating current (AC), to be constructed on private land (“**Project Site**”) leased by the Project Owner from the property owners (“**Property Owner**”).

This Decommissioning Plan (“**Plan**”) is being submitted to the Town as part of the application with respect to the special use permit and site plan review by the Town.

This Plan provides an overview of activities that will occur during the decommissioning phase of the Solar Facility, including activities related to the restoration of land, management of materials and waste, and responsibility of removal.

The Solar Facility is expected to have a useful life of thirty (30) years.

This Plan assumes the Solar Facility will be dismantled, and the Project Site restored to a state similar to its pre-construction condition, at the thirty (30) year anniversary of the Solar Facility’s commercial operation date (“**Expected Decommissioning Date**”). This Plan also covers the case of the abandonment of the Solar Facility, for any reason, prior to the Expected Decommissioning Date.

Decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the utility electrical grid and the removal of all Solar Facility components, including:

- Photovoltaic (PV) modules, module racking and supports
- Inverter units, substation, transformers, and other electrical equipment
- Access roads, wiring cables, perimeter fence
- Inverter pad concrete foundations.

This Plan is based on current best management practices and procedures. This Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

2. The Proponent

The Project Owner will manage and coordinate the decommissioning process. The Project Owner will obtain all necessary regulatory approvals that may vary depending on the jurisdiction, project capacity, and site location. The Project Owner will be committed to the safety, health, and welfare of the hosting community.

The conditions and obligations of this Plan shall be bound upon the Project Owner, its heirs, executors, administrators, successors or assigns.

NY Neversink I, LLC

Contact information for the proponent is as follows:

Project Owner/Lessee: NY Neversink I, LLC
Contact: Peter Dolgos
Address: 33 Lower Main Street Callicoon, Ny 12723
Telephone: (646) 998-6495
Email: peter.dolgos@delawareriversolar.com

2.1 Project Information

Address: 318 Moore Hill Road / Adjacent 211 Hastings Drive
Tax ID: 18-1-9 and 26.-1-6.1
Project Size: Solar Facility approximately 3.9 MW AC
Property Owner: The Ceresnak Legacy Trust, John Ceresnak, and Hastings Realty Holding LLC
Site Agreement: Contract to Lease the site Mongaup River Solar, LLC (Project Owner)

3. Decommissioning of the Solar Facility

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. All removal of equipment will be done in accordance with any applicable laws and regulations, including without limitation, any local laws of the Town applicable to solar energy systems, and manufacturer recommendations. All applicable permits will be acquired.

The Parties agree that the decommissioning process of the Project may commence (and the funds to pay for the cost of any such decommissioning from the Decommissioning Account may be used) for the following reasons: (a) Lessee provides written notice to the Town of its intent to retire or decommission the Project (the “**Lessee Decommissioning Notice**”), (b) construction of the Project has not started within eighteen (18) months of site plan being approved by the Town, or (c) the Project is considered abandoned and ceases to be operational for more than six (6) consecutive months, plus two additional three (3) month extensions that may be granted by the Town Planning Board.

The Town shall provide Lessee thirty (30) days’ written notice (the “**Town Decommissioning Notice**”) prior to the commencement of any decommissioning of the Project by the Town. In event the Lessee fails to decommission the Project within three hundred sixty (360) days after providing Lessee Decommissioning Notice or fails to respond with a reasonable explanation for the delay in the construction or cessation of operation of the Project within thirty (30) days of the Town Decommissioning Notice, the Town may commence the decommissioning of the Project. For the purposes of the Agreement, “ceases to be operational” shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of Lessee.

4.1 Equipment Dismantling and Removal

Generally, decommissioning of a Solar Facility proceeds in the reverse order of the installation.

1. The Solar Facility shall be disconnected from the utility power grid.
2. PV modules shall be disconnected, collected, and disposed of at an approved solar module recycler or reused / resold on the market.
3. All aboveground and underground electrical interconnection and distribution cables shall be removed and disposed off-site at an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site at an approved facility.
5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by at approved facility.
6. Concrete foundations shall be removed and disposed off-site at an approved facility.
7. Fencing shall be removed and will be disposed off-site by at an approved facility.

4.2 Environmental Effects

Decommissioning activities, particularly the removal of project components, could result in environmental effects similar to those of the construction phase. For example, there is the potential for disturbance (erosion/sedimentation) to adjacent watercourses or significant natural features. Mitigation measures similar to those employed during the construction phase of the Solar Facility will be implemented. These will remain in place until the site is stabilized to mitigate erosion and silt/sediment runoff and any impacts on the significant natural features or water bodies, if any, located adjacent to the Project Site.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. There may be an increase in particulate matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from machinery and an increase in trips to the Project Site. Work will be undertaken during daylight hours and conform to any applicable restrictions.

4.3 Site Restoration

Through the decommissioning phase, the Project Site will be restored to as natural a condition as possible within one year of removal and as close to its original state as reasonably possible. All project components (see **Appendix 1**) will be removed.

4.4 Managing Materials and Waste

During the decommissioning phase a variety of excess materials and waste (see listed in **Appendix 1**) will be generated. Most of the materials used in a Solar Facility are reusable or recyclable and some

equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an approved facility. The Project Owner will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

The Project Owner will be responsible for the logistics of collecting and disposing or recycling the PV modules. Currently, some manufacturers and new companies are looking for ways to recycle and/or reuse solar modules when they have reached the end of their lifespan. Due to a recent increase in the use of solar energy technology, a large number of panels from a variety of projects will be nearing the end of their expected lifespan in 25-30 years. It is anticipated there will be more recycling options available for solar modules at that time. The Project Owner will dispose of the solar modules using best management practices at the time of decommissioning.

Decommissioning During Construction or Abandonment Before Maturity

In case of abandonment of the Solar Facility during construction or prior to the Expected Decommissioning Date, the same decommissioning procedures as for decommissioning after ceasing operation will be undertaken and the same decommissioning and restoration program will be honored. The Solar Facility will be dismantled, materials removed and disposed, and the site will be restored to a state as similar to its preconstruction condition as reasonably possible.

4.5 Decommissioning Notification

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Project Site. The local municipality will be notified prior to commencement of any decommissioning activities. Prior to decommissioning, Project Owner will update their list of stakeholders and notify appropriate municipalities of decommissioning activities. Federal, county, and local authorities will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

4.6 Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of the Solar Facility will follow the standards of the day. Project Owner will ensure that any required permits are obtained prior to decommissioning.

This Decommissioning Plan may be updated as necessary in the future to ensure that changes in technology and site restoration methods are taken into consideration.

5. Cost of Decommissioning Estimate

The current estimated costs indicated on Appendix 2 have been estimated based on the contractor expected to install and commission the Solar Facility.

While the salvage value of valuable recyclable materials (aluminum, steel, copper, etc.) is not factored into the decommissioning costs, the salvage value of such materials (determined on market rates at the time of salvage) is expected to be an amount that could substantially cover the estimated decommissioning cost.

The cost of decommissioning will be the Project Owner's expense.

6. Financial Assurance

On or prior to the commencement of construction, the Project Owner will provide financial assurance to the Town that funds will be available to decommission the Solar Facility. The form of financial assurance will be a decommissioning bond with the Town as a party, in an amount equal to the estimated cost to decommission the Solar Facility as indicated in Appendix 2 attached hereto. The decommissioning bond will be renewed annually with an increase of two and one-half (2.5%) percent. The Decommissioning Amount shall be reevaluated every ten years and, if necessary, adjusted to reflect prevailing costs and expenses as a condition to continued operation of the system.

A sample of a decommissioning bond is attached as Appendix 3.

Although Project Owner intends to perform the decommissioning, unforeseen circumstances such as Project Owner going out of business are possible. The financial assurance indicated above should assure the Town that adequate financial resources are available to decommission the Solar Facility in event of a default of Project Owner's decommissioning obligations.

7. Summary

This Plan is a general overview of the decommissioning of the Solar Facility and has been submitted as part of the application for the special use permit and site plan review.

This Plan will take account for any additional conditions of the special use permit.

A sample decommissioning bond is attached as Appendix 3. The bond surety provider will be determined closer to the start of the construction, and as a result the form of the decommissioning bond is subject to the selected provider.

APPENDIX I

Management of Excess Materials and Waste

Material / Waste	Means of Managing Excess Materials and Waste
PV Modules	If there is no possibility for reuse, the panels will either be returned to the manufacturer for appropriate disposal or will be transported to a recycling facility where the glass, metal and semiconductor materials will be separated and recycled.
Metal array mounting racks and steel supports	These materials will be disposed off-site at an approved facility.
Transformers and substation components	The small amount of oil from the transformers will be removed on-site to reduce the potential for spills and will be transported to an approved facility for disposal. The substation transformer and step-up transformers in the inverter units will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Inverters, fans, fixtures	The metal components of the inverters, fans and fixtures will be disposed of or recycled, where possible. Remaining components will be disposed of in accordance with the standards of the day.
Gravel (or other granular)	It is possible that the municipality may accept uncontaminated material without processing for use on local roads, however, for the purpose of this report it is assumed that the material will be removed from the project location by truck to a location where the materials can be processed for salvage. It is not expected that any such material will be contaminated.
Geotextile fabric	It is assumed that during excavation of the components, a large portion of the geotextile will be “picked up” and sorted at the reprocessing site. Geotextile fabric that is remaining or large pieces that can be readily removed from the excavated aggregate will be disposed of off-site at an approved disposal facility.
Concrete inverter/transformer Foundations	Concrete foundations will be broken down and transported by a certified and licensed contractor to a recycling or approved disposal facility.
Cables and wiring	The electrical line that connects the utility electrical grid to the point of common coupling will be disconnected and disposed of at an approved facility. Support poles, if made of untreated wood, will be chipped for reuse. Associated electronic equipment (isolation switches, fuses, metering) will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Fencing	Fencing will be removed and recycled at a metal recycling facility.
Debris	Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and managed as appropriate.

APPENDIX 2

Estimated Decommissioning Costs ⁽¹⁾

Tasks	Estimated Cost ⁽²⁾
Remove Panels	\$5,070
Remove Racking Wiring	\$4,680
Dismantle Racks	\$23,400
Remove and Load Electrical Equipment	\$3,120
Break up Concrete Pads	\$3,120
Remove Racks	\$15,600
Remove Cable	\$10,920
Remove Ground Screws and Power Poles	\$26,520
Remove Fence	\$7,800
Grading	\$5,850
Seed Disturbed Areas	\$1,560
Truck to Recycling Center	\$5,460
Administration	\$3,900
Decommissioning Amount Estimate - Current Total	\$117,00

(1) Estimation based on the contractor expected to install and commission the Solar Facility.

(2) Does NOT include salvage value.

APPENDIX 3

Decommissioning Bond Sample

ANNUAL PERFORMANCE BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, That we [Project Owner] as Principal and [Bond Provider] as Bond Surety, authorized to do business in the State of New York , as Surety, are held and firmly bound unto the Town of [] as Obligee, in the maximum penal sum of \$[], lawful money of the United States of America, for which payment well and truly to be made we bind ourselves heirs, executors and assigns, jointly and severally.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Decommissioning Plan dated as of [INSERT DATE] between Town of [] and [Project Owner], in regards to the photovoltaic (PV) solar facility at [Solar Facility address], located at SBL []in the Town of [] with a capacity of approximately [] MWac as described in the Decommissioning Plan dated [], detailing the decommissioning bond amount to be renewed at the end of each anniversary year of operation (hereinafter referred to as the “Contract”), said Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above-named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above-mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. The Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of [] to []. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety’s decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending []. Regardless of the number of years this Bond is in force, or the number of continuation certificates issued, this Bond shall have the final and definite expiration date of [], unless earlier non-renewed.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on the instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force, or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at [Bond Surety Co Contact Email] and a copy of said notice shall be made in writing to the Surety at the address specified below.

[Bond Surety Co.]
Address
Attn: Surety Claim

6. If any conflict or inconsistency exists between the Surety’s obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this [] day of [____], 20[].

Note: Subject to change based on selected surety.