

New York Community Solar Facility Decommissioning Plan

February 2025

Prepared For:
USLE Moreau Reynolds A LLC
Up to 5 MWac/ 7.74MWdc Solar
Project
65 Reynolds Rd, Town of Moreau,
NY

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Decommissioning Plan and Agreement for Solar Facility

This Decommissioning Plan and Agreement for Solar Facility is entered into by and between NY USLE Moreau Reynolds A, a LLC (the "**Project Company**") and the Town of Moreau New York (the "**Town**") on _____, 20__ (the "**Effective Date**").

In consideration of the mutual promises contained herein, and for other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Project Company hereby agree as follows:

1. Introduction

Project Company proposes to build a photovoltaic (PV) solar facility ("**Solar Facility**") under New York State's Community Solar initiative. The Solar Facility is planned to have a cumulative nameplate capacity of up to 7.74 megawatts (MW DC) and be built on approximately 62 acres of private land located at 65 Reynolds Rd, Moreau, NY with Tax Map No. 64.00-2-80.12 (the "**Facility Site**").

The contemplated Solar Facility will have an expected operating life of at least forty years limited only by the land lease under which it operates. While economically unlikely for reasons outside the scope of this document, were the Solar Facility to cease operations, we are prepared to offer the following Decommissioning Plan (this "**Plan**"). 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, the management of materials and waste, projected costs, and sets forth the terms by which such activities shall be carried out, including the payment and disposition of certain funds in connection therewith.

The Plan assumes the Solar Facility will be dismantled, and the applicable portion of the Facility Site restored to a state as close as reasonably possible to its pre-construction condition (normal wear and tear excepted) within 12 months following the permanent cessation of operations of such Solar Facility. The Plan also covers the case of the abandonment of a Solar Facility, for any reason, in case of early termination. The Solar Facility is considered "**Abandoned**" if it is not commercially operational, or if construction activities have ceased, for twelve (12) consecutive months, except if such status is caused by events outside of System Operator's reasonable control.

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

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

In the event the Landowner (as defined below) wishes any of the components of the Solar Facility (such as access roads, fencing, etc.) to remain on the Facility Site, Project

Company will not be obligated to remove such components. This decommissioning plan is based on current best management practices and procedures. Activities carried out in connection with this Plan should be in conformance with any applicable 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 Company will (i) manage and coordinate the approvals process in connection with the construction of the Solar Facility, and (ii) obtain all necessary regulatory approvals that vary depending on the jurisdiction, project capacity, and site location. The Project Company should strive to build a long-term relationship with the community hosting a Solar Facility and will be committed to the safety, health, and welfare of the townships.

Contact information for the proponent is as follows:

| | |
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| Project Company: | NY USLE Moreau Reynolds A |
| Contact: | <u>Scott Delaney</u> |
| Address: | <u>622 Third Ave. 37th Floor, NY NY 10017</u> |
| Email: | <u>scott@aspenpower.com</u> |
| Project Information: | |
| Address: | <u>65 Reynolds Rd, Moreau, NY 13619</u> |
| Coordinates: | <u>43.261728, -73.611692</u> |
| Project Size: | <u>up to 7.74 MW DC/5.0 MW AC</u> |
| Landowner: | <u>Proper Tee Holdings, LLC;</u> |
| Own/Lease: | <u>Owner</u> |

3. Decommissioning of the Solar Facility

Within 12 months following the permanent cessation of operations or Abandonment of the Solar Facility (the “**Decommissioning Phase**”), Project Company or its successors and/or assigns shall remove the installed components of each such Solar Facility, and use commercially reasonable measures to restore the applicable portion of the Facility Site to a state as close as reasonably possible to its pre-construction condition, normal wear and

tear excepted (the "**Decommissioning Activities**"). All Decommissioning Activities will be done in accordance with any applicable regulations and manufacturer recommendations. All applicable permits will be acquired.

3.1 Equipment Dismantling and Removal

Generally, the 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 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 by an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site by an approved facility.
5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by an approved facility.
6. Concrete foundations shall be removed and disposed off-site by an approved facility.
7. Fencing shall be removed and will be disposed off-site by an approved facility.

3.2 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/fuel spills) to adjacent watercourses or significant natural features. Mitigation measures similar to those employed during the construction phase of the Solar Facility will be implemented as required by applicable law or regulation. These mitigation measures will remain in place until the applicable portion of the site is stabilized in order to mitigate erosion and silt/sediment runoff and any impacts on the significant natural features or water bodies located adjacent to the Facility Site as required by law or permit. Any surface restoration may require permit coverage for soil disturbance in effect at the time of decommissioning, whether it be of Town or State level.

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 heavy machinery and an increase in trips to the project location. Work will be undertaken during daylight hours and conform to any applicable restrictions.

3.3 Site Restoration

During the Decommissioning Phase of each Solar Facility, Project Company or its successors and/or assigns shall restore the applicable portion of the Facility Site to a state as close as reasonably possible to its pre-construction condition, normal wear and tear excepted.

All project components (discussed in **Table 1**) will be removed. Rehabilitated lands may be seeded with a noninvasive and native species to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

3.4 Managing Materials and Waste

During the Decommissioning Phase of the Solar Facility a variety of excess materials and wastes (listed in **Table 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 appropriate facility. The Project Company will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, qualified local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

The Project Company will be responsible for the logistics of collecting and recycling the PV modules and will make commercially reasonable efforts to minimize the potential for modules to be discarded in the municipal waste stream. 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 lifespan in 15 - 25 years. It is anticipated there will be more recycling options available for solar modules at that time. The Project Company shall determine the method of disposing of the components of the Solar Facility using industry standards at the time of decommissioning. Project Company may sell all such materials for reuse, salvage or scrap in addition to other available disposal options.

Project Company will have no responsibility for any of the components, equipment or materials described herein that are owned by the utility, as opposed to Project Company. All such property of the utility will be the responsibility of the utility.

Table 1: Management of Excess Materials and Waste

| Material / Waste | Means of Managing Excess Materials and Waste |
|------------------|---|
| PV panels | 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, or otherwise to an appropriate disposal facility. |

| | |
|---|---|
| Metal array mounting racks and steel supports | These materials will be disposed off-site at an appropriate disposal 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 appropriate 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 Town 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 aggregate can be processed for salvage. It will then be reused as fill for construction. It is not expected that any such material will be contaminated. |
| Geotextile fabric | It is assumed that during excavation of the aggregate, a large portion of the geotextile will be "picked up" and sorted out of the aggregate at the aggregate 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 appropriate disposal facility. |
| Concrete inverter / transformer Foundations | Concrete foundations will be broken down and transported by certified and licensed contractor to a recycling or appropriate disposal facility. |
| Cables and wiring | The electrical line that connects the substation 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 or otherwise disposed of at an appropriate disposal facility. 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 or otherwise disposed of at an appropriate disposal 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. |

3.5 Decommissioning Notification

Decommissioning activities may require the notification of the Landowner and the Town. Prior to decommissioning, the Project Company will notify the Town and the Landowner

of anticipated decommissioning activities. Federal, county, and local authorities will be notified as required by permit or otherwise by law to discuss the potential approvals required to engage in decommissioning activities.

3.6 Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Facility will follow standards of the day. The Project Company, or Landowner if it becomes the owner of the Solar Facility, will ensure that any required permits are obtained prior to decommissioning. All Decommissioning Activities shall be conducted in accordance with all applicable laws at the time of such activities.

4. Costs of Decommissioning

The costs included below are the current estimated costs to decommission a up to 7.74 MW DC Solar Facility, based on guidance from NYSERDA, a mature solar market with experience decommissioning projects. The salvage values of valuable recyclable materials (aluminum, steel, copper, etc) are not factored into the below costs. The scrap value will be determined on current market rates at the time of salvage.

| Moreau Community Solar (NY USLE Moreau Reynolds A LLC) - Decommissioning Cost Estimate | | | | | | | |
|--|-----------|----------|------------|------------|------------|---------------------------|-------------------------|
| TASK DESCRIPTION | QUANTITY | UNIT | LABOR UNIT | TASK HOURS | LABOR RATE | UNIT COST | ESTIMATED COST PER ITEM |
| PV ARRAY | | | | | | | |
| Disconnect and discard AC conductors | 2,740 | ft | 0.08 | 223.58 | \$ | 88.00 | \$19,675 |
| Disconnect, remove and load PV panels | 16,830 | qty | 0.08 | 1373.33 | \$ | 88.00 | \$120,853 |
| Remove and discard DC combiners, conduit and wiring to inverters | 40 | qty | 1.25 | 50.00 | \$ | 88.00 | \$4,400 |
| Remove and discard racking and posts | 765 | qty | 3.00 | 2295.00 | \$ | 88.00 | \$201,960 |
| Haul away equipment (modules, panels, racking, posts, wiring) | 1 | lump sum | - | - | | \$86,262.50 | \$86,263 |
| | | | | | | PV ARRAY SUBTOTAL | \$433,151 |
| EQUIPMENT PADS | | | | | | | |
| Disconnect and discard inverters | 40 | qty | 0.75 | 30.00 | \$ | 88.00 | \$2,640 |
| Disconnect and discard transformers and switchboard | 2 | qty | 32.00 | 64.00 | \$ | 88.00 | \$5,632 |
| Excavate and discard concrete pad | 2 | qty | - | - | | \$3,000.00 | \$6,000 |
| Disconnect and remove utility poles | 7 | qty | 6.00 | 42.00 | \$ | 132.00 | \$5,544 |
| Haul away equipment (transformers, switchboards, poles, pads) | 11 | qty | - | - | | \$2,000.00 | \$22,000 |
| | | | | | | EQUIPMENT PAD SUBTOTAL | \$41,816 |
| SITE RESTORATION | | | | | | | |
| E&S control measures during decommissioning | 1 | lump sum | - | - | | \$10,000.00 | \$10,000 |
| Remove wire mesh fence & posts | 5,450 | ft | | | | \$3.00 | \$16,350 |
| Soil restoration and seeding | 300,564 | sqft | - | - | | \$0.25 | \$75,141 |
| Removal and Backfill of Stone Diaphragm | - | ft | | | | \$4.00 | \$0 |
| Level Spreaders | | | | | | | |
| SWPPP inspections and permitting | 1 | lump sum | - | - | | \$5,000.00 | \$5,000 |
| Haul away equipment (fence and posts) | 1 | lump sum | - | - | | \$11,000.00 | \$11,000 |
| | | | | | | SITE RESTORATION SUBTOTAL | \$117,491 |
| | | | | | | | |
| Project Management/Safety | 1 | each | 1.25 | 120.00 | \$ | 121.00 | \$18,150 |
| | | | | | | | |
| RECYCLING OF MATERIALS | | | | | | | |
| Conductor Recycling (non-stripped) | 24,094 | lb | | | | \$0.86 | -\$20,721 |
| Racking Recycling (Steel) | 3,366,000 | lb | | | | \$0.10 | -\$336,600 |
| | | | | | | SALVAGE SUBTOTAL | -\$357,321 |
| SUBTOTAL | | | | | | | \$253,286.71 |
| | | | | | | | |
| CONTRACTORS OVERHEAD AND PROFIT | | | | | | 15% | \$37,993.01 |
| TOTAL COST OF DECOMMISSIONING WORK | | | | | | | \$291,279.72 |
| | | | | | | 115% BOND COST | \$334,971.67 |
| TOTAL COST OF DECOMMISSIONING WORK AFTER 5 YEARS (2% INFLATION RATE) | | | | | | | \$321,596.34 |
| TOTAL COST OF DECOMMISSIONING WORK AFTER 25 YEARS (2% INFLATION RATE) | | | | | | | \$477,875.25 |

Estimates based on NYSERDA decommissioning guidelines, RSMeans data, Bureau of Labor Statistics CPI data, and NYS contractor quotes for solar decommissioning services. The cost of equipment needed to decommission the site, hauling fees, and material disposal costs are included in this estimate. (part of the NYS contractor quotes received for solar decommissioning services)

5. Decommissioning Funding

The decommissioning of the facility will be funded by an escrow account, bond, or other acceptable decommissioning security to be established 15 years before the planned end of use of the facility. The decommissioning funding will be funded at 115% of the estimated cost of removal with an escalator of 2% annually for the life of the project.

The project decommissioning costs estimate will be updated every five years. If decommissioning funding falls below 115% of a revised decommissioning cost estimate, then the decommissioning funding principal shall be increased to 115% of the revised estimated decommissioning cost estimate.

6. Municipal Filing

A copy of this Plan shall be filed in the office of the County Clerk in the register of deeds and indexed by the Landowner's name prior to the final inspection of the Solar Facility by the Town.

7. Modifications

No modifications, waiver or change shall be made to the terms and conditions of this Agreement except as may be mutually agreed upon in writing by both the Town and the Project Company, such agreement not to be unreasonably be withheld.

8. Assignment

In the event Project Company transfers the Solar Facility to any third party, including any affiliate of Project Company, Project Company's rights and obligations under this Plan shall be assigned in their entirety to such third party, who shall be considered the "Project Company" after the date of such assignment.

9. Miscellaneous

Town and Project Company each binds itself and all of their respective successors and assigns with respect to all covenants of this Plan. This Plan represents the entire agreement between the Town and the Project Company with respect to the decommissioning of the Solar Facility. This Plan may be executed in multiple counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument. Copies of the executed signature page of this Agreement transmitted in PDF format shall be considered delivery of the original.

[signature pages follow]

IN WITNESS WHEREOF, the Town and the Project Company have each executed this Plan as of the Effective Date.

Project Company:

By: _____

Name: _____

Title: _____

State of _____)
County of _____) ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to above and acknowledged to me that he/she executed the same in his/her capacity as Authorized Signatory of _____, and that by his/her signature on the instrument, the individual has executed the instrument.

Notary Public

[Project Company Signature Page to Decommissioning Plan]

Town:

By: _____

Name: _____

Title: _____

State of _____)
County of _____) ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to above and acknowledged to me that he/she executed the same in his/her capacity as _____ of the Town of _____, New York, and that by his/her signature on the instrument, the individual has executed the instrument.

Notary Public

[Town Signature Page to Decommissioning Plan]

New York Community Solar Facility Decommissioning Plan

February 2025

Prepared For:
USLE Moreau Reynolds B LLC
Up to 5 MWac/ 8.25MWdc Solar
Project
65 Reynolds Rd, Town of Moreau,
NY

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1. Introduction

Project Company proposes to build a photovoltaic (PV) solar facility ("**Solar Facility**") under New York State's Community Solar initiative. The Solar Facility is planned to have a cumulative nameplate capacity of up to 8.25 megawatts (MW DC) and be built on approximately 58.4 acres of private land located at 65 Reynolds Rd, Moreau, NY with Tax Map No. 64.00-2-80.11 (the "**Facility Site**").

The contemplated Solar Facility will have an expected operating life of at least forty years limited only by the land lease under which it operates. While economically unlikely for reasons outside the scope of this document, were the Solar Facility to cease operations, we are prepared to offer the following Decommissioning Plan (this "**Plan**"). 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, the management of materials and waste, projected costs, and sets forth the terms by which such activities shall be carried out, including the payment and disposition of certain funds in connection therewith.

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

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

In the event the Landowner (as defined below) wishes any of the components of the Solar Facility (such as access roads, fencing, etc.) to remain on the Facility Site, Project

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| Geotextile fabric | It is assumed that during excavation of the aggregate, a large portion of the geotextile will be "picked up" and sorted out of the aggregate at the aggregate 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 appropriate disposal facility. |
| Concrete inverter / transformer Foundations | Concrete foundations will be broken down and transported by certified and licensed contractor to a recycling or appropriate disposal facility. |
| Cables and wiring | The electrical line that connects the substation 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 or otherwise disposed of at an appropriate disposal facility. 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 or otherwise disposed of at an appropriate disposal 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. |

3.5 Decommissioning Notification

Decommissioning activities may require the notification of the Landowner and the Town. Prior to decommissioning, the Project Company will notify the Town and the Landowner

of anticipated decommissioning activities. Federal, county, and local authorities will be notified as required by permit or otherwise by law to discuss the potential approvals required to engage in decommissioning activities.

3.6 Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Facility will follow standards of the day. The Project Company, or Landowner if it becomes the owner of the Solar Facility, will ensure that any required permits are obtained prior to decommissioning. All Decommissioning Activities shall be conducted in accordance with all applicable laws at the time of such activities.

4. Costs of Decommissioning

The costs below are the current estimated costs to decommission an up to 8.25 MW DC Solar Facility, based on guidance from NYSEERDA, a mature solar market with experience decommissioning projects. The salvage values of valuable recyclable materials (aluminum, steel, copper, etc) are not factored into the below costs. The scrap value will be determined on current market rates at the time of salvage.

| Moreau Community Solar (NY USLE Moreau Reynolds B LLC) - Decommissioning Cost Estimate | | | | | | | | | |
|--|-----------|----------|-------|------------|------------|------------|-------------|-------------------------|------------|
| TASK DESCRIPTION | | QUANTITY | UNIT | LABOR UNIT | TASK HOURS | LABOR RATE | UNIT COST | ESTIMATED COST PER ITEM | |
| PV ARRAY | | | | | | | | | |
| Disconnect and discard AC conductors | 4,655 | ft | 0.08 | | 379.85 | \$ | 88.00 | - | \$33,427 |
| Disconnect, remove and load PV panels | 17,952 | qty | 0.08 | | 1464.88 | \$ | 88.00 | - | \$128,910 |
| Remove and discard DC combiners, conduit and wiring to inverters | 40 | qty | 1.25 | | 50.00 | \$ | 88.00 | - | \$4,400 |
| Remove and discard racking and posts | 816 | qty | 3.00 | | 2448.00 | \$ | 88.00 | - | \$215,424 |
| Haul away equipment (modules, panels, racking, posts, wiring) | 1 | lump sum | - | | - | - | \$92,000.00 | | \$92,000 |
| PV ARRAY SUBTOTAL | | | | | | | | | |
| \$474,160 | | | | | | | | | |
| EQUIPMENT PADS | | | | | | | | | |
| Disconnect and discard inverters | 40 | qty | 0.75 | | 30.00 | \$ | 88.00 | - | \$2,640 |
| Disconnect and discard transformers and switchboard | 2 | qty | 32.00 | | 64.00 | \$ | 88.00 | - | \$5,632 |
| Excavate and discard concrete pad | 2 | qty | - | | - | - | \$3,000.00 | | \$6,000 |
| Disconnect and remove utility poles | 7 | qty | 6.00 | | 42.00 | \$ | 132.00 | - | \$5,544 |
| Haul away equipment (transformers, switchboards, poles, pads) | 11 | qty | - | | - | - | \$2,000.00 | | \$22,000 |
| EQUIPMENT PAD SUBTOTAL | | | | | | | | | |
| \$41,816 | | | | | | | | | |
| SITE RESTORATION | | | | | | | | | |
| E&S control measures during decommissioning | 1 | lump sum | - | | - | - | \$10,000.00 | | \$10,000 |
| Remove wire mesh fence & posts | 8,620 | ft | | | | | \$3.00 | | \$25,860 |
| Soil restoration and seeding | 264,627 | sqft | - | | - | - | \$0.25 | | \$66,157 |
| Removal and Backfill of Stone Diaphragm Level Spreaders | - | ft | | | | | \$4.00 | | \$0 |
| SWPPP inspections and permitting | 1 | lump sum | - | | - | - | \$5,000.00 | | \$5,000 |
| Haul away equipment (fence and posts) | 1 | lump sum | - | | - | - | \$11,000.00 | | \$11,000 |
| SITE RESTORATION SUBTOTAL | | | | | | | | | |
| \$118,017 | | | | | | | | | |
| Project Management/Safety | | | | | | | | | |
| | 1 | each | 1.25 | | 120.00 | \$ | 121.00 | - | \$18,150 |
| RECYCLING OF MATERIALS | | | | | | | | | |
| Conductor Recycling (non-stripped) | 32,666 | lb | | | | | \$0.86 | | -\$28,093 |
| Racking Recycling (Steel) | 3,590,400 | lb | | | | | \$0.10 | | -\$359,040 |
| SALVAGE SUBTOTAL | | | | | | | | | |
| -\$387,133 | | | | | | | | | |
| \$265,010.52 | | | | | | | | | |
| CONTRACTORS OVERHEAD AND PROFIT | | | | | | | | | |
| 15% | | | | | | | | | |
| \$39,751.58 | | | | | | | | | |
| \$304,762.10 | | | | | | | | | |
| \$350,476.42 | | | | | | | | | |
| \$336,481.99 | | | | | | | | | |
| \$499,994.53 | | | | | | | | | |

Estimates based on NYSDERDA decommissioning guidelines, RSMeans data, Bureau of Labor Statistics CPI data, and NYS contractor quotes for solar decommissioning services. The cost of equipment needed to decommission the site, hauling fees, and material disposal costs are included in this estimate. (part of the NYS contractor quotes received for solar decommissioning services)

5. Decommissioning Funding

The decommissioning of the facility will be funded by an escrow account, bond, or other acceptable decommissioning security to be established 15 years before the planned end of use of the facility. The decommissioning funding will be funded at 115% of the estimated cost of removal with an escalator of 2% annually for the life of the project.

The project decommissioning costs estimate will be updated every five years. If decommissioning funding falls below 115% of a revised decommissioning cost estimate, then the decommissioning funding principal shall be increased to 115% of the revised estimated decommissioning cost estimate.

6. Municipal Filing

A copy of this Plan shall be filed in the office of the County Clerk in the register of deeds and indexed by the Landowner's name prior to the final inspection of the Solar Facility by the Town.

7. Modifications

No modifications, waiver or change shall be made to the terms and conditions of this Agreement except as may be mutually agreed upon in writing by both the Town and the Project Company, such agreement not to be unreasonably withheld.

8. Assignment

In the event Project Company transfers the Solar Facility to any third party, including any affiliate of Project Company, Project Company's rights and obligations under this Plan shall be assigned in their entirety to such third party, who shall be considered the "Project Company" after the date of such assignment.

9. Miscellaneous

Town and Project Company each binds itself and all of their respective successors and assigns with respect to all covenants of this Plan. This Plan represents the entire agreement between the Town and the Project Company with respect to the decommissioning of the Solar Facility. This Plan may be executed in multiple counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument. Copies of the executed signature page of this Agreement transmitted in PDF format shall be considered delivery of the original.

[signature pages follow]

IN WITNESS WHEREOF, the Town and the Project Company have each executed this Plan as of the Effective Date.

Project Company:

By: _____

Name: _____

Title: _____

State of _____)
County of _____) ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to above and acknowledged to me that he/she executed the same in his/her capacity as Authorized Signatory of _____, and that by his/her signature on the instrument, the individual has executed the instrument.

Notary Public

[Project Company Signature Page to Decommissioning Plan]

Town:

By: _____

Name: _____

Title: _____

State of _____)
County of _____) ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to above and acknowledged to me that he/she executed the same in his/her capacity as _____ of the Town of _____, New York, and that by his/her signature on the instrument, the individual has executed the instrument.

Notary Public

[Town Signature Page to Decommissioning Plan]