

Decommissioning Plan

November 28, 2023

Revision Date: 4/16/2024

2380 State Route 42

SBL: 30.-2-1.2

Solar Facility

Prepared for
Town of Forestburgh
Sullivan County, New York

Prepared By:

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1. Introduction

NY Forestburgh I, LLC (“**Project Owner**”) proposes to build a photovoltaic (PV) solar facility (“**Solar Facility**”) off State Route 42, Parcel Tax ID: 30.-2-1.2, in the Town of Forestburgh (“**Town**”) under New York State’s Community Solar initiative. The Solar Facility is planned to have a nameplate capacity of approximately 5 megawatts (MW) alternating current (AC), to be constructed on private land (“**Project Site**”) leased by the Project Owner from 2380 State Route 42, LLC (“**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 as required by the Code of the Town of Forestburgh, Local Law 2 of 2023. The Solar Facility is considered a Large-Scale Solar Energy System as set forth in the Solar Law. The decommissioning requirement for a Large-Scale Solar Energy System set forth in section §138-14(F) of the Solar Law read as follows:

§138-14(F):

F) Abandonment and decommissioning and restoration of land. All applications for a large-scale ground mounted solar system shall be accompanied by a decommissioning plan, which includes restoring the property, to be implemented upon abandonment or cessation and/or in conjunction with removal of the large-scale ground-mounted solar energy system. Compliance with this plan shall be made a condition of the issuance of a special use permit. The decommissioning plan must specify that after the large-scale ground-mounted solar energy system has been abandoned, ceased operations or can no longer be used, it shall be removed by the applicant or any subsequent owner, and the manner in which the property shall be restored. Prior to removal of such solar energy system, a permit for removal activities shall be obtained from the Town Code Enforcement Officer. The decommissioning plan shall include details on how the applicant plans to address the following requirements: 1) The manner in which the owner, operator, or its successors in interest will remove the large-scale ground-mounted solar energy system in accordance with the requirements of §138-5(E) [sic]; 2) The time to complete any decommissioning, removal of the large-scale ground-mounted solar energy system and restoration of the property on which it is sited; 3) A demonstration as to how the removal of all infrastructure, including anchors, ballasts or foundations, and the remediation of soil and vegetation shall be conducted to return the parcel to its original state as it existed prior to construction of the system; 4) A description of the means and location of disposal of all solid and hazardous waste in accordance with local, state and federal waste disposal regulations; 5) A description of site stabilization and/or re-vegetation measures necessary to minimize erosion and the manner in which the property shall be restored; and 6) Absent notice of a proposed date of decommissioning and written notice of extenuating circumstances, the decommissioning plan shall provide that the large-scale solar energy system shall be considered abandoned if construction is not completed, the system does not become operational and/ or, once operational, it ceases operations for more than three consecutive months, unless the inoperability of the facility is caused by the interconnection utility or other factors beyond the control of the operator. The decommissioning plan shall also provide that if the owner or operator of the large-scale ground-mounted solar energy system fails to remove it in accordance with the requirements of this section within 90 days of abandonment or the proposed date of decommissioning, the Town may enter the property and physically remove the installation and restore the property at the expense of the property owner or against any financial surety assigned to the Town as provided for in Section §138-8 [sic].

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.

NY Forestburgh I, LLC

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 will be regraded and the entire cleared area will be planted with meadow grass, 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
- Wiring cables, perimeter fence
- Inverter pad concrete foundations
- Access Road (The access road provides access to the solar site and adjoining land. The Property Owner will be consulted to determine if the access road should be left in place or removed).

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.

Contact information for the proponent is as follows:

Project Owner/Lessee: NY Forestburgh I, LLC
Contact: Peter Dolgos
Address: 140 E 45th Street, Suite 32B-1, New York, NY 10017
Telephone: (646) 998-6495
Email: peter.dolgos@delawareriversolar.com

2.1 Project Information

Address: 2380 State Route 42, Forestburgh, New York 12777
Tax ID: 30.-2-1.2
Project Size: Solar Facility approximately 5.0 MW AC
Property Owner: 2380 State Route 42, LLC
Site Agreement: Lease from 2380 State Route 42, LLC to NY Forestburgh I, LLC

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 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) commercial operation of the project has not started within twelve (12) months of the completion of construction, or (c) the Project is considered abandoned and ceases to be operational for more than three (3) consecutive months.

The Town shall provide Lessee ninety (90) days’ written notice (the “**Town Decommissioning Notice**”) prior to the commencement of any decommissioning of the Project by the Town. In the event the Lessee fails to initiate decommissioning the Project within ninety (90) 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.
 8. To the extent requested by the Property Owner, the access road will be removed.
- The site will be rough graded and seeded with meadow grass.

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 regraded and planted with meadow grass and to the extent requested by Property Owner, the access road will be removed. 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.

4.5 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 regraded and will be planted with meadow grass and to the extent requested by the Property Owner, the access road will be removed.

4.6 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.

4.7 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 are indicated on Appendix 2 . The estimated cost has been reviewed by the Town Engineer and was determined adequate.

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 cover all or part of 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 amount shall be increased by two (2%) percent on the first anniversary of the commercial operation date ("COD") and each anniversary of the COD thereafter.

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.

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 review and approval of the surety.

7. Summary

This Plan is a general overview of the decommissioning of the Solar Facility and has been submitted in final form as required as a condition to issuing a Special Use Permit for the project.

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

A sample decommissioning bond is attached as Appendix 3.

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 or sold to a scrap yard |
| 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) | To the extent removal of the access road is requested by the Property Owner, the material will be removed from the project location by truck to a location where the materials can be reused or safely disposed of. |
| Geotextile fabric | To the extent removal of the access road is requested by the Property Owner, 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 or sold to a salvage yard. |
| 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 | \$10,833.33 |
| Remove Racking Wiring | \$10,000.00 |
| Dismantle Racks | \$50,000.00 |
| Remove and Load Electrical Equipment | \$6,666.67 |
| Break up Concrete Pads | \$6,666.67 |
| Remove Racks | \$33,333.33 |
| Remove Cable | \$23,333.33 |
| Remove Ground Screws and Power Poles | \$56,666.67 |
| Remove Fence | \$16,666.67 |
| Grading | \$12,500.00 |
| Seed Disturbed Areas | \$3,333.33 |
| Truck to Recycling Center | \$11,666.67 |
| Administration | \$8,333.33 |
| Decommissioning Amount Estimate - Current Total | \$250,000.00 |

(1) Does NOT include salvage value which may offset some or all of the list of decommissioning.

NY Forestburgh I, LLC

APPENDIX 3

DECOMMISSIONING BOND

KNOW ALL MEN BY THESE PRESENTS: That we, **NY FORESTBURGH I, LLC**, 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 FORESTBURGH**, as Obligee in the full and just sum of **TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$250,000.00)**, lawful money of the United States of America, to be paid to the said Obligee, or its 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. Surety is authorized to do business in the State of New York by virtue of **THE ATTACHED STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES LICENSE**.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to complete decommissioning of the solar energy project located at 2380 State Route 42, Forestburgh, New York 12777, in accordance with the NY Forestburgh I, LLC approved Decommissioning Plan, which said plan dated [_____] is hereby referred to and made part hereof; and

Whereas, the Obligee has requested that the Principal furnish a bond for the faithful performance of said decommissioning plan.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all thing stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said plan and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, 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 this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the plan or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the plan or to the work or to the specifications.

The surety may cancel this bond at any time by giving the Obligee ninety (90) 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 sixty (60) 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.

NY Forestburgh I, LLC

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 _____, 2024.

NY FORESTBURGH I, LLC

[Bond Provider]

By:

By: