

January 8, 2018
Town of Farmington
Planning Board
1000 County Road 8
Farmington, NY 14425



Re: Yellow Mills Road Solar Projects – Decommissioning Standards

Dear Members of the Planning Board,

Please find enclosed the following regarding the proposed decommissioning for the Solar Project. The information provided herein updates the previous Draft Decommissioning Plan submitted in June 2018 to reflect the current Site Plan as of November, 2019. This update reflects the Town Code requirements under "Section 10. §165.65.3.8. Abandonment and decommissioning", including "(6) Special Permit Criteria".

Sincerely,

Daniel Compitello
Project Developer



130 North Winton Road #415
Rochester, NY 14610

New York Community Solar Facilities Decommissioning Plan

JANUARY 2020

Prepared For:

Town of Farmington

Prepared By:

Delaware River Solar, LLC

33 Irving Place, Suite 1090

New York, NY 10003

And its affiliates:

NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC

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1. Introduction

Delaware River Solar (“**DRS**”), and its affiliates NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC, propose to build three 2.338 Mega Watt (“**MW**”) ac photovoltaic (“**PV**”) solar facilities (“**Solar Facilities**”) at 466 Yellow Mills Road in the Town of Farmington (“**Town**”) under New York State’s Community Solar initiative. The Solar Facilities are planned to have a nameplate capacity of approximately 7.0 megawatts (MW) alternating current (AC) and be built on private land (“**Project Site**”) leased by from the property owner (“**Property Owner**”).

This Decommissioning Plan (“**Plan**”) provides an overview of activities that will occur during the decommissioning phase of the Solar Facilities, including; activities related to the restoration of land, the management of materials and waste, projected costs, and a proposed decommissioning fund agreement overview. These activities are in adherence to Town Code Section 10. §165.65.3.8. Abandonment and Decommissioning.

The Solar Facilities will have a useful life of thirty (30) years and the lease agreement between DRS and the Property Owner will have a thirty (30) year lease term, subject to five (5) year extensions. This Plan assumes that the Solar Facilities 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 Facilities’ commercial operation date (“**Expected Decommissioning Date**”). This Plan also covers the case of the abandonment of the Solar Facilities, for any reason, prior to the Expected Decommissioning Date.

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

- Photovoltaic (PV) modules, panel racking and supports;
- Inverter units, substation, transformers, and other electrical equipment;
- Access roads, wiring cables, communication tower, perimeter fence; and,
- 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. Conditions to the Issuance of a Special Use Permit

The conditions of the decommissioning plan for the issuance of a Special Use Permit granted by the Town of Farmington Planning Board shall include as per Town Code Section 10. §165.65.3.8. Abandonment and Decommissioning:

1. A licensed engineer's estimate of the anticipated operational life of the Solar Facilities.
 - DRS provided this in the Project Memorandum – the projects will have an estimated operational life of 30 years.

2. Identification of the party responsible for the decommissioning.
 - DRS has created project specific entities for each of the three Solar Facilities, NY Farmington I, LLC, NY Farmington II, LLC and NY Farmington III, LLC, respectively. Each project specific entity (each an affiliate of DRS) will be the entity responsible for decommissioning of the respective Solar Facility, and each will enter a separate decommissioning agreement with the Town.
 - Attached as Appendix II is a draft decommissioning agreement that DRS (or the respective affiliate) would typically execute with a town hosting a solar facility. The attached draft decommissioning agreement contemplates the option of a cash deposit being made.

3. A description of any decommissioning agreement between the responsible party and the landowner.
 - The lease agreement that DRS has executed with the Property Owner contains conditions regarding the removal of the Solar Facilities and restoration of the Project Site. This lease agreement has been provided to the Town Attorney for review.

4. A schedule showing the time frame for the decommissioning and restoration work to occur.
 - The decommissioning and restoration work will be completed within 180 days of (a) the Expected Decommissioning Date (described above), (b) the termination date of the lease if the lease is extended or (c) abandonment of the Solar Facility. Section 4. "Decommissioning of the Solar Facilities" herein contains details on work to be performed during decommissioning.

5. A cost estimate prepared by a licensed engineer estimating the full cost of the decommissioning and removal of the Solar Facilities.
 - Section 5 "Cost of Decommissioning" herein contains the estimated costs to decommission the Solar Facilities based on the November 2019 Site Plan, provided by a

licensed engineer. DRS will provide a “final” estimate of the decommissioning cost from a licensed engineer based on the Final Site Plan approved by the Planning Board.

6. A financial plan to ensure that financial resources will be available to fully decommission the Solar Facilities.
 - Section 6 “Decommissioning Financial Assurance” herein describes financial assurances in the form of a bond or upfront deposit with annual payments thereafter.
7. An acceptable form of surety to be approved by the Planning Board, accepted by the Town Board and filed with the Town Clerk in an amount specified in the financial plan.
 - As indicated in item 6, DR is proposing either a bond or upfront deposit to the town with annual contributions thereafter. Once the form of surety is agreed upon by all parties, DRS (or the Town) will file with the Town clerk.
8. Before obtaining a Building Permit and every 3 years thereafter the Solar Facilities owner is required to file with the Town Clerk evidence of financial surety to provide for the full cost of decommissioning and removal of the Solar Facilities.
 - If the Town selects an upfront deposit with annual contributions thereafter, the Town would be the controlling party of the “decommissioning account.” Upon receipt by the Town of any deposits, the cumulative amount in the decommissioning account matching (or exceeding) the agreed-upon schedule of payments can be confirmed by the Town clerk.
 - If the Town selects a bond, DRS will provide evidence of such bond being in effect.
9. The amount of surety is determined by the Town Engineer based upon a current estimate of the decommissioning and removal costs as provided by the Solar Facilities owner in the Decommissioning Plan.
 - It is assumed that in the event the estimate of the decommissioning and removal costs increases, based on the annual report described in the following item, DRS will (a) contribute an additional deposit to the decommissioning account to ensure that such additional amount, plus the annual deposits is sufficient to cover such increase, or (b) increase the amount of the decommissioning bond.
10. The Solar Facilities owner is required to provide, on a yearly basis, to the Code Enforcement Officer a written report showing the rate capacity of the Solar Facilities and the amount of electricity that was generated by the Solar Facilities and transmitted to the grid in the most recent 12 month period. Every third year the annual report shall also include a recalculation of the estimated cost of decommissioning and removal of the

system. The Town Board may then require the amount of surety to be changed to reflect any changes in the decommissioning costs.

- DRS will provide the required reports.

3. The Proponent

Delaware River Solar LLC (“**DRS**”) and its affiliates NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC will manage and coordinate the approvals process during decommissioning. DRS will obtain all necessary regulatory approvals that vary depending on the jurisdiction, project capacity, and site location. DRS will build a long-term relationship with the community hosting the Solar Facilities and DRS will be committed to the safety, health, and welfare of the townships.

Contact information for the proponent is as follows:

Full Name of Company: Delaware River Solar, LLC and its affiliates NY Farmington I, LLC,

NY Farmington II, LLC, and NY Farmington III, LLC

Contact: Peter Dolgos

Address: 33 Irving Place Suite 1090, New York, NY 10003

Telephone: (646) 998-6495

Email: peter.dolgos@delawareriversolar.com

3.1 Project Information

Address: 466 Yellow Mills Road, Farmington NY 14522

Tax ID: 10.00-1.37.110

Project Size (estimated): Three Projects totaling approximately 7.0 MW ac

Landowner: Roger Smith and Carol Smith

Own / Lease: Lease

4. Decommissioning of the Solar Facilities

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. All applicable permits will be acquired for site work during decommissioning, and decommissioning notes are shown in the Site Plan. The Project Site will be restored to a state similar to its pre-construction condition. All removal of equipment will be done in accordance with any applicable regulations and manufacturer recommendations, including adherence to the decommissioning suggestions of the New York State Division of Agriculture and Markets “Guidelines for Agricultural Mitigation of Solar Energy Projects”.

4.1 Equipment Dismantling and Removal

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

1. The Solar Facilities 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.

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 Facilities will be implemented. These will remain in place until 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 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 a state similar to its pre-construction condition.

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

4.4 Managing Materials and Waste

During the decommissioning phase a variety of excess materials and wastes (listed in **Table 1** attached hereto) will be generated. Most of the materials used in a Solar Facilities 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. DRS 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.

DRS will be responsible for the logistics of collecting and recycling the PV modules and 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 25-30 years. It is anticipated there will be more recycling options available for solar modules at that time. DRS 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 Facilities during construction or before its estimated maturity, the same decommissioning procedures as for decommissioning after ceasing operation will be undertaken and the same decommissioning and restoration program will be honored, in as far as construction proceeded before abandonment. The Solar Facilities will be dismantled, materials removed and disposed, the soil that was removed will be graded and the site restored to a state similar to its preconstruction condition.

4.6 Decommissioning Notification

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Facility Site. The local municipality in particular will be notified prior to commencement of any decommissioning activities. Six months prior to decommissioning, DRS 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 a Solar Facilities will follow standards of the day. DRS will ensure that any required permits are obtained prior to decommissioning.

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

5. Decommissioning Cost Estimate

Appendix I attached hereto contains the current estimated costs to decommission the Solar Facilities, based on an independent engineer cost estimate (such engineers are different than the engineers that prepared the site plans for the Town approval process in order to be “independent”). 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.

6. Decommissioning Financial Assurance

On or prior to the commencement of construction, NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC will provide financial assurance to the Town that funds will be available to decommission the Solar Facilities. DRS requires the Town of Farmington to indicate in writing below which form is preferred in order to source and prepare the form of financial surety.

The forms of financial assurance that can be provided are as follows:

- (a) **Decommissioning Option A** – NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC may obtain a decommissioning bond with the Town as a party, in an amount at least equal to the estimated cost to decommission the Solar Facility as indicated in the “**5. Decommissioning Cost Estimate**”. The decommissioning bond will be updated every three years based on an engineer cost estimate of decommissioning, as noted in “5. Decommissioning Cost Estimate” above, in adherence to Town Code Section 10. §165.65.3.8. Abandonment and Decommissioning.
- (b) **Decommissioning Option B** – NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC may deposit with the Town an amount at least equal to the estimated cost to decommission the Solar Facility as noted in “**5. Decommissioning Cost Estimate**” above, and then adjust such deposits based on Decommissioning cost estimates provided every three years in adherence to Town Code Section 10. §165.65.3.8. Abandonment and Decommissioning.

Although NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC intend to perform the decommissioning, unforeseen circumstances such as NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC going out of business are possible. Each of the financial assurance options indicated above should assure the Town that adequate financial resources are available to decommission the Solar Facility in event of a default of NY Farmington

I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC decommissioning obligations, in adherence to Town Code Section 10. §165.65.3.8. Abandonment and Decommissioning.

The Town’s acknowledgement below of the preferred decommissioning option will allow DRS and its affiliates NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC to source and prepare the preferred financial surety method for the Town of Farmington.

The Town of Farmington selects (check one, and sign below):

- Decommissioning Option A ____ as form of Decommissioning Surety;
- Decommissioning Option B ____ as form of Decommissioning Surety;

NY FARMINGTON I, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

TOWN OF FARMINGTON

By: _____
 Name: _____
 Title: _____
 Date: _____

NY FARMINGTON II, LLC

By: _____
 Name: _____
 Title : _____
 Date: _____

TOWN OF FARMINGTON

By: _____
 Name: _____
 Title: _____
 Date: _____

NY FARMINGTON III, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

TOWN OF FARMINGTON

By: _____
 Name: _____
 Title: _____
 Date: _____

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.
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 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 approved disposal facility.
Concrete inverter/transformer Foundations	Concrete foundations will be broken down and transported by certified and licensed contractor to a recycling or approved 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. 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 I
Independent Engineers Decommissioning Estimate

	Description	Qty	Unit	Unit Price	Total
1	Remove Rack Wiring	2,338	per MW	\$1,000	\$ 2,338
2	Remove Panels	2,338	per MW	\$1,500	\$ 3,507
3	Dismantle Racks	2,338	per MW	\$5,000	\$ 11,690
4	Remove Electrical Equipment	2,338	per MW	\$800	\$ 1,870
5	Breakup and Remove Concrete Pads	1	per Pad	\$2,500	\$ 2,500
6	Remove Racks	2,338	per MW	\$3,000	\$ 7,014
7	Remove Cables	2,338	per MW	\$2,500	\$ 5,845
8	Remove Posts or Ground Screws	2,338	per MW	\$5,000	\$ 11,690
9	Remove Deer Fence	2625	per LF	\$2	\$ 5,250
10	Remove Gravel Drive	1,570	per SF	\$0.75	\$ 1,178
11	Remove Stormwater Bio-Retention & Piping	0	Each	\$2,500.00	\$ -
12	Earthwork & Grading to Restore to Original Contours	550	per CY	\$2.00	\$ 1,100
13	Seed Disturbed Areas	16,000	per SF	\$0.20	\$ 3,200
14	Disposal and Transportation to Recycling Center	1	Lump Sum	\$5,000.00	\$ 5,000
	TOTAL				\$ 62,182



APPENDIX II – DRAFT DECOMMISSIONING AGREEMENT (Deposit)

DECOMMISSIONING AGREEMENT

This DECOMMISSIONING agreement (this “Agreement”) dated as of _____, _____ (the “Effective Date”) is made by and among the Town of _____ (the “Town”) and _____, LLC (“Owner”, together with the Town, the “Parties”).

Whereas, Owner intends to build a solar energy generation project on _____ in the Town (the “Project”);

Whereas, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. At the start of construction of the Project, Owner agrees to deposit [] dollars (\$) in a special purpose account designated in writing by the Town (the “Decommissioning Account”). At the end of each three year anniversary year of operation of the Project (the “Anniversary Date”), Owner agrees to deposit the greater of (a) an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date, as described in greater detail on Schedule I attached hereto, or (b) an amount equal to replenish the difference between the existing amount and an amount determined by a third party professional engineer estimate of decommissioning cost in the year of such estimate, as shown in Schedule I and Schedule II respectively herein. The Parties agree that the amount in the Decommissioning Account shall be used solely to pay for any decommissioning costs of the Project. Provided Owner complies with its obligations to deposit funds into the Decommissioning Account in accordance with this Agreement, Owner shall have no further payment obligations in connection with funding the Decommissioning Account during the operation of the Project; provided, however, in the event the actual decommissioning costs exceed the amount in the Decommissioning Account, Owner shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town using any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs of the Project. In the event the Town uses any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs, the Town shall be responsible to pay for such amount used and shall indemnify and hold harmless the Owner and the landowner of the Project, if different from the Owner, from any claim, loss,

damage, liability or costs (including any reasonable attorney costs) arising from such use of funds for reasons other than to pay for decommissioning costs.

2. 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) Owner provides written notice to the Town of its intent to retire or decommission the Project (the “Owner 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 ceases to be operational for more than twelve (12) consecutive months. The Town shall provide Owner 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 Owner fails to decommission the Project within one-hundred eighty (180) days after providing Owner Decommissioning Notice or fails to respond with a reasonable explanation for the delay in the construction or cessation of operation of the Project within 30 days of the Town Decommissioning Notice, the Town may commence the decommissioning of the Project. For the purposes of this 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 Owner.

3. Upon removal of the infrastructure and disposal of any component of the Project from the site on which the Project is built, or in the event the Town becomes owner of the Project, any and all amount remaining in the Decommissioning Account shall be returned to Owner.

4. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. Owner may assign this Agreement to any subsidiary, or purchaser or transferee of the Project. The Parties agree to execute and deliver any additional document or take any further action as reasonably requested by the other party to effectuate the purpose of this Agreement. The Parties agree that Owner shall have the option to replace the funds in the Decommissioning Account with a commercially reasonable decommissioning bond.

5. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York.

6. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their names to be signed hereto by their respective representatives thereunto duly authorized as of the date first above written.

TOWN

By: _____

Name: _____

Title: _____

Date: _____

OWNER:

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE I – Option A – Solar Project #1

Decommissioning Account (Deposits)		
Timeframe (Year)	Amount (\$)	Cumulative (\$)
Start of Construction	\$69,002.00	\$69,002.00
4	\$1,725.05	\$70,727.05
7	\$1,768.18	\$72,495.23
10	\$1,812.38	\$74,307.61
13	\$1,857.69	\$76,165.30
16	\$1,904.13	\$78,069.43
19	\$1,951.74	\$80,021.17
22	\$2,000.53	\$82,021.69
25	\$2,050.54	\$84,072.24
28	\$2,101.81	\$86,174.04
31	\$2,154.35	\$88,328.39

SCHEDULE I – Option B – Solar Project #1

Decommissioning Fund (Engineer Cost Estimates)		
Timeframe (Year)	Amount (\$)	Cumulative (\$)
Start of Construction	\$69,002.00	\$69,002.00
4	TBD	TBD
7	TBD	TBD
10	TBD	TBD
13	TBD	TBD
16	TBD	TBD
19	TBD	TBD
22	TBD	TBD
25	TBD	TBD
28	TBD	TBD
31	TBD	TBD