February 13, 2020

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

Re: Yellow Mills Road Solar Projects – Updated Decommissioning Plan

Dear Members of the Planning Board,

Please find enclosed the proposed decommissioning for the Yellow Mills Solar Projects. The information provided herein updates the previous Draft Decommissioning Plan last revised on January 29, 2019, based on comments received by the Project Review Committee on February 7, 2020. This plan reflects the Town Code requirements under "§165.65.3 H. Abandonment and decommissioning", including "(6) Special Permit Criteria".

Sincerely,

Daniel Compitello
Project Developer
DELAWARE RIVER SOLAR
130 North Winton Road #415
Rochester, NY 14610

New York Community Solar

Facilities Decommissioning Plan

February 2020, Version 3

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 §165.65.3 H. 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 be in accordance with Town Code §165.65.3 H. Abandonment and Decommissioning. Copied below is the entirety of Section 165.65.3.H, with comments added below Special Use Permit Conditions to identify Project details where needed.

Farmington Town Code §165.65.3.H. Abandonment and decommissioning.

(1) Applicability and purpose. This section governing abandonment and decommissioning shall apply to large-scale ground-mounted solar PV systems with a rated capacity of 25 kW or more, hereinafter referred to as "large-scale solar PV systems." It is the purpose of this section to provide for the safety, health, protection and general welfare of persons and property in the Town of Farmington by requiring abandoned large-scale solar PV systems to be removed pursuant to a decommissioning plan. The anticipated useful life of such systems, as well as the volatility of the recently emerging solar industry where multiple solar companies have filed for bankruptcy, closed or been acquired creates an environment for systems to be abandoned, thereby creating a negative visual impact upon the Town. Abandoned large-scale systems may become unsafe by reason of their energy-producing capabilities and serve as an attractive nuisance.

(2) Abandonment. A large-scale solar PV system shall be deemed abandoned if the system fails to generate and transmit electricity at a rate of more than 10% of its rated capacity over a continuous period of one year. A commercial solar PV system also shall be deemed abandoned if, following site plan approval, initial construction of the system has commenced and is not completed within 18 months of issuance of the first building permit for the project.

(3) Extension of time. The time at which a commercial solar PV system shall be deemed abandoned may be extended by the Planning Board for one additional period of one year, provided the system owner presents to the Board a viable plan outlining the steps and schedules for placing the system in service or back in service within the time period of the extension. An application for an extension of time shall be made to the Planning Board by the commercial solar PV system owner prior to abandonment as defined herein. Extenuating circumstances as to why the commercial solar PV system has not been operating or why construction has not been completed may be considered by the Board in determining whether to gain an extension.

(4) Removal required. A commercial solar PV system which has been abandoned shall be decommissioned and removed. The commercial solar PV system owner and/or owner of the land upon which the system is located shall be held responsible to physically remove all components of the system within one year of abandonment. Removal of the commercial solar PV system shall be in accordance with a decommissioning plan approved by the Planning Board.

(5) Decommissioning and removal.

(a) Decommissioning and removal of a commercial solar PV system shall consist of:

[1] Physical removal of all aboveground and below-ground equipment, structures and foundations, including but not limited to all solar arrays, buildings, security barriers, fences, electric transmission lines and components, roadways and other physical improvements to the site.

[2] Disposal of all solid and hazardous waste in accordance with local, state and federal waste disposal regulations.

[3] Restoration of the ground surface and soil.

[4] Stabilization and revegetation of the site with native seed mixes and/or plant species (excluding invasive species) to minimize erosion.

(b) Upon petition to the Planning Board, the Board may permit the system owner to leave certain underground or aboveground improvements in place, provided the owner can show that such improvements are part of a plan to redevelop the site, are not detrimental to such redevelopment and do not adversely affect community character or the environment.

(c) Decommissioning plan. All applications for a commercial solar PV system shall be accompanied by a decommissioning plan to be implemented upon abandonment and/or in conjunction with removal of the system. The decommissioning plan shall address those items listed in § **165-65.3H(5)(a)** above and include:

(6) Special use permit conditions. The following conditions shall apply to all special use permits issued for a large-scale ground-mounted solar PV system. No special use permit shall be issued unless the Planning Board finds that the conditions have been or will be met.

(a) A licensed engineer's estimate of the anticipated operational life of the system.

Detail Provided by the Projects:

- See Project Memorandum, August 2018 – stating the projects will have an estimated operational life of 30 years.
- See Bergmann Associates letter, January 29, 2020 – stating the projects will have an estimated operational life of 30 years.

(b) Identification of the party responsible for decommissioning.

Detail Provided by the Projects:

- DRS created project specific entities (the "Project Companies") for each of the three Solar Facilities, which are NY Farmington I, LLC, NY Farmington II, LLC and NY Farmington III, LLC, respectively. Each Project will be 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 the Project Companies would typically execute with a town hosting a solar facility. The attached draft decommissioning agreement contemplates the options of posting a bond, cash deposit or Letter of Credit.

(c) Description of any agreement regarding decommissioning between the responsible party and the landowner.

Detail Provided by the Projects:

- The lease agreement executed with the Property Owner contains conditions regarding the removal of the Solar Facilities and restoration of the Project Site. This lease agreement is on file with Town Attorney for review.
- The Landowner has provided a written statement indicating their understanding of the Decommissioning requirements of the Town Code.

(d) A schedule showing the time frame over which decommissioning will occur and for completion of site restoration work.

Detail Provided by the Projects:

- See Section 4.8 "Schedule of Decommissioning".

(e) A cost estimate prepared by a licensed professional engineer estimating the full cost of decommissioning and removal of the solar PV system.

Detail Provided by the Projects:

- See Section 5 "Cost of Decommissioning"

(f) A financial plan to ensure that financial resources will be available to fully decommission the site.

Detail Provided by the Projects:

- See Section 6 "Decommissioning Financial Assurance"

(g) An acceptable form of surety is to be approved by the Planning Board and accepted by the Town Board and filed with the Town Clerk in an amount specified in the above-referenced financial plan. Said acceptable form of surety is to remain in effect for the above-referenced anticipated operational life of the system. In the event the anticipated operational life of the system is amended, then a revised acceptable form of surety is to be approved by the Planning Board, accepted by the Town Board and filed with the Town Clerk.

Detail Provided by the Projects:

- See Section 6 "Decommissioning Financial Assurance"

(h) Financial surety. Prior to the issuance of a building permit and every three years thereafter, the commercial solar PV system owner and/or landowner shall file with the Town Clerk evidence of financial surety to provide for the full cost of decommissioning and removal of the solar PV system in the event the system is not removed by the system owner and/or landowner. Evidence of financial surety shall be in effect throughout the life of the system and shall be in the form of an irrevocable acceptable form of surety or

other form of surety acceptable to the Planning Board and approved by the Town Board. The irrevocable acceptable form of surety shall include an auto-extension provision to be issued by an A-rated institution solely for the benefit of the Town. The Town shall be entitled to draw upon the acceptable form of surety in the event that the commercial solar PV system owner and/or landowner is unable or unwilling to commence decommissioning activities within the time periods specified herein. No other parties, including the owner and/or landowner, shall have the ability to demand payment under the letter of credit. Upon completion of decommissioning, the owner and/or landowner may petition the Town Board to terminate the acceptable form of surety. In the event ownership of the system is transferred to another party, the new owner (transferee) shall file evidence of financial surety with the Town Board at the time of transfer, and every three years thereafter, as provided herein.

Detail Provided by the Projects:

- See Section 6 "Decommissioning Financial Assurance"

(i) Amount. The amount of the surety shall be determined by the Town Engineer based upon a current estimate of decommissioning and removal costs as provided in the decommissioning plan and subsequent annual reports. The amount of the surety may be adjusted by the Town Board upon receipt of a favorable recommendation from the Planning Board of an annual report containing an updated cost estimate for decommissioning and removal. Any revised surety is to be filed with the Town Clerk's office.

(j) Annual report. The commercial solar PV system owner shall, on a yearly basis from the certificate of compliance issued by the Code Enforcement Officer, provide the Town Code Enforcement Officer a written report showing the rated capacity of the system and the amount of electricity that was generated by the system and transmitted to the grid over the most recent twelve-month period. The report shall also identify any change of ownership of the solar PV system and/or the land upon which the system is located and shall identify any change in the party responsible for decommissioning and removal of the system upon its abandonment. The actual report shall be submitted no later than 45 days after the end of the calendar year. Every third year, to coincide with the filing of evidence of financial surety, the annual report shall also include a recalculation of the estimated full cost of decommissioning and removal of the large-scale solar PV system. The Town Board may require an adjustment in the amount of the surety to reflect any changes in the estimated cost of decommissioning and removal. Failure to submit a report as required herein shall be considered a violation subject to the penalties in Article **X** of this chapter.

Detail Provided by the Projects:

- See Operations and Maintenance Plan, Section 2.

(k) Decommissioning and removal by Town. If the commercial solar PV system owner and/or landowner fails to decommission and remove an abandoned facility in accordance with the requirements of this section, the Town may enter upon the property to decommission and remove the system.

(7) Determination of abandonment. Upon a determination by the Code Enforcement Officer that a commercial solar PV system has been abandoned, the Code Enforcement Officer shall notify the system owner, landowner and permittee by certified mail:

(a) In the case of a facility under construction, to complete construction and installation of the facility within 180 days; or

(b) In the case of a fully constructed facility that is operating at a rate of less than 10% of its rated capacity, to restore operation of the facility to no less than 80% of rated capacity within 180 days, or the Town will deem the system abandoned and commence action to revoke the special use permit and require removal of the system.

(8) Failure to perform notification. Being so classified, if either the system owner, landowner and/or permittee fails to perform as directed by the Code Enforcement Officer within the one-hundred-eighty-day period, the Code Enforcement Officer shall notify the system owner, landowner and permittee, by certified mail, that the solar PV system has been deemed abandoned and the Town intends to revoke the special use permit within 60 days of mailing said notice. The notice shall also state that the permittee may appeal the Code Enforcement Officer's determination to the Town Board and request a public hearing upon the matter.

(a) Said appeal and request for hearing must be made and received by the Town Board within 30 days of mailing notice. Failure by the permittee to submit an appeal and request for hearing within the thirty-day period will result in the special use permit being deemed revoked as stated herein.

(b) In the event the permittee appeals the determination of the Code Enforcement Officer and requests a hearing, the Town Board shall schedule and conduct said hearing within 60 days of receiving the appeal and request. In the event a hearing is held, the Town Board shall determine whether the solar PV system has been abandoned, whether to continue the special use permit with conditions as may be appropriate to the facts and circumstances presented to the Board or whether to revoke the special use permit and order removal of the solar PV system.

(c) Upon a determination by the Code Enforcement Officer or Town Board that a special use permit has been revoked, the decommissioning plan must be implemented and the system removed within one year of having been deemed abandoned or the Town Board may cause the removal at the owner's and/or landowner's expense. If the owner and/or landowner fails to fully implement the decommissioning plan within one year of abandonment, the Town Board may collect the required surety and use said funds to implement the decommissioning plan.

(d) Removal by Town and reimbursement of Town expenses. Any costs and expenses incurred by the Town in connection with any proceeding or work performed by the Town or its representatives to decommission and remove a commercial solar PV system, including legal costs and expenses, shall be reimbursed from the surety posted by the system owner or landowner as provided in § **165-65.3** herein. Any costs incurred by the Town for decommissioning and removal that are not paid for or covered by the required surety, including legal costs, shall be assessed against the property, shall become a lien

and tax upon said property, shall be added to and become part of the taxes to be levied and assessed thereon and shall be enforced and collected, with interest, by the same officer and in the same manner, by the same proceedings, at the same time and the same penalties as are provided by law for the collection and enforcement of real property taxes in the Town.

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. The Projects will obtain all necessary regulatory approvals that vary depending on the jurisdiction, project capacity, and site location. The Projects will build a long-term relationship with the community hosting the Solar Facilities and 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".

It is possible that one or more systems may remain in operation longer than others, or, that all three systems will be retired and decommissioned on the same timeframe. In the instance where less than all three systems are decommissioned together, in any order, each individual system may be retired and decommissioned separately and independent of the operation of the other systems, in accordance with the procedures of this plan, and in accordance with Town Code. Should one or two systems be retired, leaving one or two other systems to remain in in operation, the systems that will be decommissioned may be decommissioned without interrupting the operation of the system(s) not to be retired.

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.
8. Landscaping will be removed if desired by landowner, and approved by the Town.

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, as described in Site Plan notes, Sheet S-2 – Abandonment and Decommissioning Notes. As noted in the April 8, 2019 Department of Agriculture and Markets Notice of Intent mitigations, the Project Companies will:

1. Follow the Departments *Guidelines for Agricultural Mitigation for Solar Energy Projects*, dated April 19, 2018.
2. The Project Companies will restore the site to a state similar to its preconstruction condition of pasture land.
3. The Project Companies shall, after decommissioning and to the maximum extent possible, assist the landowner in merging the subdivided parcels into a single parcel.

All project components (discussed in **Table 1, and as shown in Final Construction Drawings submitted for Building Permit**) will be removed, as required, except as noted in the *Guidelines for Agricultural Mitigation for Solar Energy Projects*, dated April 19, 2018. Restored lands may be seeded with a low-growing species such as clover to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

Upon petition to the Planning Board, the Board may permit the system owner to leave certain underground or aboveground improvements in place, provided the owner can show that such improvements are part of a plan to redevelop the site, are not detrimental to such redevelopment and to not adversely affect community character or the environment.

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. The Projects 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. Disposal of all solid and hazardous waste will be in accordance with local, state and federal waste disposal regulations.

The Projects 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 30 years. It is anticipated there will be more recycling options available for solar modules at that time. the Projects 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. In the instance where less than all three systems are decommissioned at the same time, each individual system may be decommissioned separately and independent of the operation of the other systems, in accordance with the procedures of this plan, and in accordance with Town Code.

4.6 Decommissioning Notification

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Facility Site. The Town of Farmington will approve final plans for the commencement of any decommissioning activities. Within six months prior to decommissioning, the Projects 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. At the time of this plan draft, stakeholders include:

- The Landowner
- The Town of Farmington
- Rochester Gas and Electric
- The New York State Department of Environmental Conservation
- The United States Army Corps of Engineers

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. the Projects will ensure that any required permits are obtained prior to decommissioning, including approval of the Decommissioning Plan by the Town Planning Board and Town Engineer prior to commencement of decommissioning activity.

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.

4.8 Decommissioning Schedule

The Projects can reasonably state today that the decommissioning and site restoration process is expected to take approximately four (4) months from the start of permitted decommissioning site work, to receiving a certificate of compliance from the Town of Farmington that decommissioning has been completed. Such work is construction activity

and is therefore subject to weather and seasonal conditions that may affect such work, and by any development and construction best practices, and applicable permits that are subject to change over time.

Due to January 15, 2020 Planning Board request to approve all decommissioning work activities prior to the start of site work, the mobilization for decommissioning (Decommissioning Mobilization) and restoration work will commence within 180 days of either (a) the Expected Decommissioning Date, (b) the termination date of the lease, or (c) abandonment of the Solar Facility. Decommissioning Mobilization will include an application to the Planning Board by the applicant responsible for decommissioning seeking approval of the decommissioning work to commence site activity. The schedule for Decommissioning will be outlined in the application to the Planning Board. The intention of this process is to ensure all local, State and Federal permitting requirements are obtained for the site work of decommissioning. Section 4. "Decommissioning of the Solar Facilities" herein contains details of work to be performed during decommissioning.

After Notice to Decommission has been given to the Town of Farmington, a schedule for decommissioning will be included in the Decommissioning Mobilization plan presented to the Planning Board. The Planning Board will review such plan and approve that it is in compliance with this Decommissioning Plan and Town Code, prior to any work permits being issued by the Town. In light of the Town Code requirement to commence work within 180 days of the Notice to Decommission, it is expected that the Planning Board would take approximately one (1) month to review and approve of such plan, and that Town work permits would be issued expediently thereafter. All local, State and Federal permits, as required at the time, will be obtained prior to any decommissioning site activity work commencing. The timeframe to obtain such permits will be outlined in the Decommissioning Schedule presented to the Planning Board as part of the Decommissioning Mobilization plan.

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 (solar panels, aluminum, steel, copper, etc.) are not factored into the estimated costs.

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.

The Projects require the Town of Farmington to indicate in writing below which form of surety 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 - Bond** – 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 §165.65.3 H. Abandonment and Decommissioning.

(b) **Decommissioning Option B - Deposit** – NY Farmington I, LLC, NY Farmington II, LLC, and NY Farmington III, LLC may deposit with the Town and 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 §165.65.3 H. Abandonment and Decommissioning. Such surety may be in the form of a Letter of Credit or cash deposit.

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 §165.65.3 H. 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.

[signature page to follow]

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

- Decommissioning Option A – Bond _____ as form of Decommissioning Surety;
- Decommissioning Option B - Deposit _____ 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

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

466 Yellow Mills Road - Solar Project #1
Town of Farmington, NY
OPINION OF PROBABLE COST - PV DECOMMISSIONING

Revised 2/12/20

Item	Description	Responsible Party	Qty	Unit	Unit Price	Total
	DISASSEMBLY & DISPOSAL					
1	PV Modules	Contractor	7,000	Each	$0.50	$ 3,500
2	Inverter	Contractor	1	Each	$1,000	$ 1,000
3	Transformer	Contractor	1	Each	$870	$ 870
4	Racking Frame	Contractor	150	Each	$125	$ 18,750
5	Racking Posts	Contractor	1,650	Each	$7.10	$ 11,715
6	Racking Wiring	Contractor	33,400	per LF	$0.07	$ 2,338
7	Underground Cables	Contractor	12,200	per LF	$0.48	$ 5,856
8	Deer Fence	Contractor	3,150	per LF	$2.00	$ 6,300
9	Concrete Pads	Contractor	24	per SF	$104	$ 2,496
10	Gravel	Contractor	80	per CY	$20.10	$ 1,608
11	Geotextile for Limited Use Pervious Road	Contractor	2,010	per SF	$0.20	$ 402
12	Offsite Disposal & Hauling	Contractor	1	Lump Sum	$5,000.00	$ 5,000
13	Moblization & Demobilization	Contractor	1	Lump Sum	$5,000.00	$ 5,000
					Subtotal	$ 64,835
	SITE RESTORATION					
14	Re-Grading and Decompaction	Contractor	1,160	per CY	$2.00	$ 2,320
15	Re-Seeding Disturbed Areas	Contractor	24,600	per SF	$0.20	$ 4,920
16	Erosion and Sediment Control	Consultant	1	Lump Sum	$5,000.00	$ 5,000
17	SWPPP Preparation & Permit Fee	Consultant	1	Lump Sum	$3,500.00	$ 3,500
18	SWPPP Inspections & File Notice of Termination	Consultant	1	Lump Sum	$2,000.00	$ 2,000
19	Environmental Monitoring	Consultant	1	Lump Sum	$7,500.00	$ 7,500
					Subtotal	$ 25,240
					TOTAL DISASSEMBLY, DISPOSAL & SITE RESTORATION COST	$ 90,075

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Bergmann

Robert Switala, PE, CPESC, CPSWQ
Principal

STATE OF NEW YORK
ROBERT PAUL SWITALA
089467-1
LICENSED PROFESSIONAL ENGINEER

2/12/20
Date

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

466 Yellow Mills Road - Solar Project #2
Town of Farmington, NY
OPINION OF PROBABLE COST - PV DECOMMISSIONING

Revised 2/12/20

DISASSEMBLY & DISPOSAL						
Item	Description	Responsible Party	Qty	Unit	Unit Price	Total
1	PV Modules	Contractor	7,000	Each	$0.50	$ 3,500
2	Inverter	Contractor	1	Each	$1,000	$ 1,000
3	Transformer	Contractor	1	Each	$870	$ 870
4	Racking Frame	Contractor	150	Each	$125	$ 18,750
5	Racking Posts	Contractor	1,650	Each	$7.10	$ 11,715
6	Racking Wiring	Contractor	33,400	per LF	$0.07	$ 2,338
7	Underground Cables	Contractor	9,000	per LF	$0.48	$ 4,320
8	Deer Fence	Contractor	2,625	per LF	$2.00	$ 5,250
9	Concrete Pads	Contractor	24	per SF	$104	$ 2,496
10	Gravel	Contractor	45	per CY	$20.10	$ 905
11	Geotextile for Limited Use Pervious Road	Contractor	1,570	per SF	$0.20	$ 314
12	Offsite Disposal & Hauling	Contractor	1	Lump Sum	$5,000.00	$ 5,000
13	Moblization & Demobilization	Contractor	1	Lump Sum	$5,000.00	$ 5,000
					Subtotal	$ 61,458
SITE RESTORATION						
14	Re-Grading and Decompaction	Contractor	550	per CY	$2.00	$ 1,100
15	Re-Seeding Disturbed Areas	Contractor	16,000	per SF	$0.20	$ 3,200
16	Erosion and Sediment Control	Contractor	1	Lump Sum	$5,000.00	$ 5,000
17	SWPPP Preparation & Permit Fee	Consultant	1	Lump Sum	$3,500.00	$ 3,500
18	SWPPP Inspections & File Notice of Termination	Consultant	1	Lump Sum	$2,000.00	$ 2,000
19	Enviornmental Monitor	Consultant	1	Lump Sum	$7,500.00	$ 7,500
					Subtotal	$ 22,300
	TOTAL DISASSEMBLY, DISPOSAL & SITE RESTORATION COST					$ 83,758

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STATE OF NEW YORK
ROBERT PAUL SWITALA
089467-1
LICENSED PROFESSIONAL ENGINEER

2/12/20
Date

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

466 Yellow Mills Road - Solar Project #3
Town of Farmington, NY
OPINION OF PROBABLE COST - PV DECOMMISSIONING

Revised 2/12/20

DISASSEMBLY & DISPOSAL						
Item	Description	Responsible Party	Qty	Unit	Unit Price	Total
1	PV Modules	Contractor	7,000	Each	$0.50	$ 3,500
2	Inverter	Contractor	1	Each	$1,000	$ 1,000
3	Transformer	Contractor	1	Each	$870	$ 870
4	Racking Frame	Contractor	150	Each	$125	$ 18,750
5	Racking Posts	Contractor	1,650	Each	$7.10	$ 11,715
6	Racking Wiring	Contractor	33,400	per LF	$0.07	$ 2,338
7	Underground Cables	Contractor	9,000	per LF	$0.48	$ 4,320
8	Deer Fence	Contractor	2,625	per LF	$2.00	$ 5,250
9	Concrete Pads	Contractor	24	per SF	$104	$ 2,496
10	Gravel	Contractor	45	per CY	$20.10	$ 905
11	Geotextile for Limited Use Pervious Road	Contractor	1,570	per SF	$0.20	$ 314
12	Offsite Disposal & Hauling	Contractor	1	Lump Sum	$5,000.00	$ 5,000
13	Moblization & Demobilization	Contractor	1	Lump Sum	$5,000.00	$ 5,000
					Subtotal	$ 61,458
SITE RESTORATION						
14	Re-Grading and Decompaction	Contractor	550	per CY	$2.00	$ 1,100
15	Re-Seeding Disturbed Areas	Contractor	16,000	per SF	$0.20	$ 3,200
16	Erosion and Sediment Control	Contractor	1	Lump Sum	$5,000.00	$ 5,000
17	SWPPP Preparation & Permit Fee	Consultant	1	Lump Sum	$3,500.00	$ 3,500
18	SWPPP Inspections & File Notice of Termination	Consultant	1	Lump Sum	$2,000.00	$ 2,000
19	Environmental Monitor	Consultant	1	Lump Sum	$7,500.00	$ 7,500
					Subtotal	$ 22,300
	TOTAL DISASSEMBLY, DISPOSAL & SITE RESTORATION COST					$ 83,758

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2/12/20
Date

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

466 Yellow Mills Road - Solar Project Combined — Revised 2/12/20
Town of Farmington, NY
OPINION OF PROBABLE COST - PV DECOMMISSIONING

Item	Description	Responsible Party	Qty	Unit	Unit Price	Total
	DISASSEMBLY & DISPOSAL					
1	PV Modules	Contractor	21,000	Each	$0.40	$ 8,400
2	Inverter	Contractor	3	Each	$1,000	$ 3,000
3	Transformer	Contractor	3	Each	$870	$ 2,610
4	Racking Frame	Contractor	450	Each	$120	$ 54,000
5	Racking Posts	Contractor	4,960	Each	$7.00	$ 34,660
6	Racking Wiring	Contractor	100,200	per LF	$0.05	$ 5,010
7	Underground Cables	Contractor	32,200	per LF	$0.45	$ 14,490
8	Deer Fence	Contractor	10,750	per LF	$1.80	$ 19,350
9	Concrete Pads	Contractor	72	per SF	$100	$ 7,200
10	Gravel	Contractor	2,060	per CY	$20.00	$ 41,200
11	Geotextile for Limited Use Pervious Road	Contractor	3,580	per SF	$0.15	$ 537
12	Offsite Disposal & Hauling	Contractor	1	Lump Sum	$10,000.00	$ 10,000
13	Moblization & Demobilization	Contractor	1	Lump Sum	$5,000.00	$ 5,000
					Subtotal	$ 205,447
	SITE RESTORATION					
14	Re-Grading and Decompaction	Contractor	2,260	per CY	$1.90	$ 4,294
15	Re-Seeding Disturbed Areas	Contractor	60,600	per SF	$0.18	$ 10,908
16	Erosion and Sediment Control	Contractor	1	Lump Sum	$7,000.00	$ 7,000
17	SWPPP Preparation & Permit Fee	Consultant	1	Lump Sum	$3,500.00	$ 3,500
18	SWPPP Inspections & File Notice of Termination	Consultant	1	Lump Sum	$2,500.00	$ 2,500
19	Environmental Monitor	Consultant	1	Lump Sum	$15,000.00	$ 15,000
					Subtotal	$ 43,202
	TOTAL DISASSEMBLY, DISPOSAL & SITE RESTORATION COST					$ 248,649

Note: For combined estimate, unit rates have been reduce where applicable to account for savings associated with volume.

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2/12/20
Date

APPENDIX II – DRAFT DECOMISSIONING 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 estimated)		
Timeframe (Year)	Amount ($)	Cumulative ($)
Start of Construction	$90,075.00	$90,075.00
4	$2,251.88	$92,326.88
7	$2,308.17	$94,635.05
10	$2,365.88	$97,000.92
13	$2,425.02	$99,425.95
16	$2,485.65	$101,911.59
19	$2,547.79	$104,459.38
22	$2,611.48	$107,070.87
25	$2,676.77	$109,747.64
28	$2,743.69	$112,491.33
31	$2,812.28	$115,303.62

SCHEDULE I – Option B – Solar Project #1

Decommissioning Bond (Engineer Cost Estimates)		
Timeframe (Year)	Amount ($)	Cumulative ($)
Start of Construction	$90,075.00	$90,075.00
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