

**Horseshoe Bend Solar, LLC**  
**FINAL DECOMMISSIONING PLAN**

# **1. INTRODUCTION**

## **1.1 Project Background**

At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan. Per paragraph 27 of the Appendix to the Order of the Siting Board dated June 11, 2021, this Decommissioning Plan ("**Plan**") shall be completed and filed with the Siting Board.

## **1.2 Objectives**

The objective of this Plan is to provide a detailed explanation of decommissioning procedures for the Project.

## **1.3 Plan Conditions:**

Prior to commencing with any decommissioning activities in accordance with this Plan, Horseshoe Bend Solar, LLC, will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment.

Decommissioning the Project will restore the land and allow the parcels to be returned to their original zone classifications. Horseshoe Bend Solar LLC is committed to removing all facility components from the project site and Green County at the cessation of operations per paragraph 27 of the Appendix to the Order of the Siting Board dated June 11, 2021.

# **2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION**

## **2.1 General Environmental Protection**

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented.

## **2.2 Pre-Decommissioning Activities**

Prior to engaging in decommissioning activities, Horseshoe Bend Solar, LLC, will provide documentation to process the appropriate permits in accordance with all relevant county, state, and federal statutes in place at the time of decommissioning. Any change to the Decommissioning Plan will be submitted to the Siting Board.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines

and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

### **2.3 Equipment Decommissioning and Removal**

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** The racking system will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5, then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment, loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

### **2.4 PV Module Collection and Recycling**

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value, or disposal.

### **2.5 Electrical Equipment and Inverters**

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state, and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment, and cabling.

Decommissioning will require the removal of the electrical equipment, at any depth independent of the terms stated in the lease agreement, including inverters, transformers, underground/aboveground cables, and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

## **2.6 Roads, Parking Area**

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. If adequate topsoil is not present on site for reclamation, clean topsoil will be imported on site by dump truck, replaced over the required areas and leveled to match the existing grade.

## **2.7 Other Components**

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system, and foundations have been removed.

## **2.8 Site Restoration**

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road or parking area will be removed completely, filled with suitable sub-grade material, and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

Unless removal of improvements listed above is required by condition of a local, state, or federal permit, the landowner may consent in writing to release the Project from certain or all restoration activities if the landowner deems such improvements beneficial to the land and potential future uses.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

## **2.9 Management of Wastes and Excess Materials**

All waste and excess materials will be disposed of in accordance with local, state, and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

### 2.10 Emergency Response and Communications Plans

During decommissioning, Horseshoe Bend Solar, LLC, will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing decommissioning activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to visitors and the local public. Horseshoe Bend Solar, LLC's, contact information (telephone number, email, and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to Horseshoe Bend Solar, LLC's, representative who will respond to any inquiry. In the event of an emergency, Horseshoe Bend Solar, LLC, will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will receive training in emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

## 3. PROJECT DECOMMISSIONING COST ESTIMATE

### 3.1 Cost Estimate:

Prior to the Commercial Operations Date, Horseshoe Bend Solar LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus, the Decommissioning Cost Estimate formula is:

$$\text{Gross Cost} + \text{Contingency} - \text{Salvage Credit} = \text{the "**Decommissioning Cost Estimate**"}$$

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas; however, Allocation Areas will reference the underlying land in case ownership of the underlying land changes control during the life of the Project.

### 3.2 Security:

Horseshoe Bend Solar, LLC, will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Horseshoe Bend Solar LLC upon the facility's Commercial

Operation Date. Per methodology outlined in Section 3.1, and pursuant to paragraph 28 of the Appendix to the Final Order of the Siting Board dated June 11, 2021, Horseshoe Bend Solar, LLC, shall review the Decommissioning Cost Estimate every five (“5”) years after the Commercial Operations Date until Project site control agreements expire or terminate, to determine and update the cost of removal.

Per paragraph 28 of the Appendix to the Final Order of the Siting Board dated June 11, 2021, this review shall be conducted by an individual or firm with experience or expertise in the costs of removal or decommissioning of electric generating facilities, and at the expense of Horseshoe Bend Solar, LLC. Certification of this review will be provided to the Siting Board or its successors and the Green County Fiscal Court by letter and shall include the current amount of the anticipated bond and any change in the costs of removal or decommissioning.

The Primary Beneficiary (the “Primary Beneficiary”) of the Decommissioning Security shall be the fee simple property Owner (the “Owner”) of the Allocation Areas. The Secondary Beneficiary (the “Secondary Beneficiary”) shall be Green County (the “County”). If the Project forgoes Decommissioning out of pocket and the Primary Beneficiary forgoes usage of the Decommissioning Security to implement Decommissioning within twelve (“12”) months following expiration or termination of site control agreements, the Secondary Beneficiary may elect to use the Decommissioning Security to initiate and to complete Decommissioning.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer at a Bank, or (ii) a letter of credit or surety bond from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to the County (each a form of **"Acceptable Credit Support"**).