MEMORANDUM

TO:	Michael C. Wood & Oleg Nikolyszyn, Esq
FROM:	Michael R. McElroy, Esq. & Leah J. Donaldson, Esq.
SUBJECT:	Responses to comments regarding proposed CRE Decommissioning Agreement
DATE:	November 2, 2016

Below please find responses to comments and questions submitted by residents and non-residents regarding the proposed CRE Decommissioning Agreement.

Written comments were submitted by James Libby, Harrisville resident, at the public comment hearing on October 26, 2016. In addition, a series of questions and internet links were submitted by Carol Ann and Timothy Dailey, residents of Elizabeth, PA. *Note: Submitted comments and questions are in bold/italics below. Our responses are in plain type.*

Upon review, all issues raised are addressed in the CRE Decommissioning Agreement as it is currently drafted, as explained more fully below.

RESPONSES TO WRITTEN COMMENTS SUBMITTED BY JAMES LIBBY, RESIDENT OF HARRISVILLE, RI:

C1: Section 6.F.VI.B reads in part … remediate any environmental concerns, including site contaminants, in accordance with current and applicable EPA & RIDEM regulations. (Risk: The language states the company is only obligated to pay costs for regulations in effect at this point in time, leaving the town responsible for compliance with any future more stringent regulations and associated costs. The company should be required to include regulatory updates as part of the updated report being performed at the stipulated 5 year intervals. The intent is to ensure compliance with current and future decommissioning regulations, not only todays regulations.)

R1: The CRE Decommissioning Agreement addresses this by:
~ Paragraph 6.F.(i) requires the Company to identify all material federal, state and local laws every time the Decommissioning Report is updated. Paragraph 6.F.(vi)(a) requires the Company to demonstrate how it will comply with each of the laws identified at the time of that update. In addition, Paragraph 6.F.(vi)(b) requires the Company to set forth its plan to remediate all environmental concerns in accordance with EPA and RIDEM regulations every time the Decommissioning Report is updated. The Agreement requires the Company to provide the Town with a list of the laws in effect at the time of each update, as well as a plan to comply with those laws, with every update.
~ The Decommissioning Agreement also specifically requires the Company to separately identify all material changes to environmental requirements since the previous update.

C2: Section 6.F.iii. reads Analyze all reasonable alternatives for restoration of the site to its natural state, as well as proposed alternatives for agreed upon re-use. (Risk: the town may not agree with proposed alternatives for re-use as a means for remediation. The language should strengthen the towns default position in the event an agreement is not reached. The town should understand the extent of alternatives they could be left with; ie avoid it becoming a paved 'capped' parking lot, container storage lot or a paved 'capped' landing strip as a means of remediation/encapsulation.)

R2: The CRE Decommissioning Agreement addresses this by:
~ Under Paragraph 6.F.(iii), the Company may propose any number of alternatives, however the Town must agree on any actual reuse of the site.
~ With regard to the alternative proposed by the Company (after presenting all reasonable alternatives), any such Proposed Alternative must be consistent with agreed-upon reuse of the property and must be compatible with zoning and comprehensive planning designations for the site. (See Paragraph 6.F.(vi)(h) and (iii)(a).)
~ As stated in Paragraph 2, the Company must "completely remove all Project equipment, facilities, structures, and utilities added to or installed upon the Project site." Only if the Town agrees in writing will the Company be permitted to leave certain components, such as foundations or parking areas, as set forth in Paragraph 6.F.(x).

C3: Section 6.F.iv reads, Estimate the cost of each alternative considered, including the proposed alternative. (Risk: The primary purpose of the Decommissioning Agreement is to ensure adequate funds are in place to remediate and remove the power plant. If the cost estimate is greatly inaccurate or vague in what is being estimated, there may not be sufficient funds appropriated to fully decommission the facility, leaving the town with the financial liability of any remaining elements/contaminates.)

R3: The CRE Decommissioning Agreement addresses this by:
~ Projected costs for decommissioning must be updated by CRE in every Decommissioning Report Update, and will be verified by the Town's experts (which is a cost paid for by CRE) to ensure the projected costs are reasonable and complete.
~ Under Paragraph 6.C., the Town must agree to the contents of the Decommissioning Report update (including the projected costs for the Proposed Alternative) prior to the update being considered final.

C4: Section 6.F.v. reads, Provide a budget for the proposed alternative. (Risk: The decommissioning process will also require additional soft costs which must be paid as part of the decommissioning process. If all anticipated costs are not included in the established budget, there may not be sufficient funds to properly decommission the property.)

R4: The CRE Decommissioning Agreement addresses this by:
~ The Town's experts will be able to fully evaluate the Decommissioning Report or update to protect the Town's interests, including projected costs for decommissioning and remediation. This allows the Town to ensure that all foreseeable costs are included in the budget. (See Paragraph 6.C.)

~ The Town anticipated unforeseeable costs related to decommissioning. This was addressed by requiring the Company to provide Financial Assurance of not 100% of the budget amount, but 125% of the budget amount. The 125% leaves room for such unanticipated costs.

C5: Section 7.A. reads in part; The Company shall provide Financial Assurance to the Town in incrementally increasing amounts during construction and initial years of operation… (The concern here is that the town will only have Financial Assurance in the amount of 50% of the decommissioning costs by the COD-1 date […] If an industrial accident should occur during the first year of operation and render the power plant inoperable, or should the event cause the company to go bankrupt, the financial assurance will be inadequate to cover decommissioning costs. Furthermore, many developers construct a project to be sold soon after completion. Without fully appropriated decommissioning funds that must remain in effect as a condition of any sale, the town is at risk.)

R5: The CRE Decommissioning Agreement addresses this by:
~ The term COD-1 is defined in the Agreement as the date "commercial operation of Unit 1 commences."
~ Under Paragraph 7.A., the Company must maintain Financial Assurance totaling 25% of the amount recommended under the Preliminary Decommissioning Report (as validated by the Town's experts) for the entire construction period of Unit 1.
~ Prior to commencement of commercial operation of Unit 1, the Company must increase the amount to 50%. The Company must then increase the amount by 25% each year until it reaches 125% of the total amount recommended under the Preliminary Decommissioning Report (as validated by the Town's experts).
~ If the Company were to abandon the site for any reason, then under Paragraph 5, the Town would have access to the site to initiate the removal and restoration process at the Company's sole expense. The Town would not be required to do so, but would have the option to do so.
~ Under Paragraph 7.F., if the actual cost of decommissioning and restoration of the Project exceeds financial assurance amounts, the Company shall be responsible for any difference.
~ Under Paragraph 11, the Town may pursue all legal remedies against the Company (or its successors or assigns) in the event of a breach of the Agreement, or for failure to fully compensate the Town for any costs the Town incurs to restore the property.
~ Practically speaking, the risk of a catastrophic industrial accident is relatively small. However, such risk is, in part, the reason CRE's financiers will require the project to maintain adequate insurance for the life of the project. CRE will only receive its ISO-NE capacity payments if it is in a ready state of operations. If an industrial accident destroys some or all of the project, CRE's insurance should fully cover a prompt repair of the project.
~ Under Paragraph 3, the Decommissioning Agreement binds the Company's successors. Additionally, under Paragraph 3.B., if the Company assigns the responsibilities under the Agreement to another entity, such an assignment does not relieve the Company of its obligations under the Agreement.

C6: Section 7.B. reads Financial Assurance from a creditworthy entity meeting the financial standards of the town may be in the form of a performance bond, surety bond, letter of credit or escrow account. (Risk: the town has left the means of Financial Assurance open to one of four financial instruments without stipulating a minimum set of criteria for any of those financial instruments. This exposes the town to a number of potential risks. Access to

dedicated decommissioning funds must be limited to prevent misuse of financial resources for unrelated activities. Disbursement from the fund should only be allowed for decommissioning related expenses and not operating costs or waste disposal during operation.)

R6: The CRE Decommissioning Agreement addresses this by:
~ The purpose of the Financial Assurance is to protect the Town should the Company fail to meet its obligations under the Agreement. If the Company defaults, it loses its rights to the Financial Instrument and the Town may use it to fund the decommissioning process. (See paragraph 12.)
~ Under the Agreement, the Financial Assurance cannot be used by the Company for any purpose, including for decommissioning costs. Paragraph 7.H. provides that the Financial Instrument will only be released by the financial entity to the Company when the Project is fully decommissioned, as verified and agreed to by the Town.
~ Under paragraph 7.B., the Town retains flexibility to set forth any criteria it finds necessary regarding the Financial Assurance. To that end, the Town could insist on all the parameters set forth by Mr. Libby, or insist on even stricter standards, as it sees fit when the time comes for the Company to acquire the Financial Assurance.

C7: Section 7.F. reads, If the actual cost of the decommissioning and restoration of the project exceeds financial assurance amounts, the company shall be responsible for any difference. (Risk: The obvious risk here is the company declaring bankruptcy and thus avoiding financial commitment, including the possibility of not completing the decommissioning, thus leaving the town with a substantial financial liability.)

R7: The CRE Decommissioning Agreement addresses this by:
~ Under the Agreement, the Financial Assurance cannot be used by the Company for any purpose, including for decommissioning costs. The Company will be required to pay for the decommissioning costs up front, with the Financial Assurance funds only released once the Project is fully decommissioned, as verified and agreed to by the Town.
~ This protects the Town until the site is entirely restored. For example, if the Company conducts 90% of the decommissioning project, and then fails to complete the process, the Town would then have the entire Financial Assurance (125% of the full budgeted amount) at its disposal to complete the decommissioning process. Further, if the Company defaults under the Agreement, it loses any rights to any remaining funds in the Financial Assurance.
~ Under Paragraph 11, the Town may pursue all legal remedies (including filing proof of claims in bankruptcy court, if necessary) against the Company for failure to fully compensate the Town for any costs the Town incurs to restore the property.

C8: Section F.vi.h. reads in part… ensure all disturbed soils are planted with vegetation … acceptable to the town. (Risk: The company will propose the least expensive option possible. The town should establish minimum acceptable standards while negotiating the agreements to prevent sub-standard replacement of plantings and thus potential costs to the town to properly complete the decommissioning/restoration process.)

R8: The CRE Decommissioning Agreement addresses this by:
~ Requiring the Town to agree to all Decommissioning Reports and updates, including the proposed vegetative cover. This allows the Town the flexibility to require different vegetation, as would be appropriate when the expected plans for the site are clearer (whether restored to its natural state or an agreed-upon reuse of the site).
~ Under Paragraph 2, after remediation is complete, "any affected areas will be regraded and topsoil will be placed, and planted with vegetative cover reasonably acceptable to the Town, including, but not limited to, grasses, bushes and trees, consistent with the reuse or future use that is intended for the project site."

C9: Section 4 reads: "If the project or a portion thereof ceases to operate or is not in a ready state of operation for twenty four consecutive months then the Project or that portion of the project shall be considered abandoned unless the project has commenced the decommissioning process. (Risk: The risk here is trying to prevent a closed power plant standing unused, vacant and a visual blight to the community for a long period of time.)
(Suggests the Town be notified 3 years prior to closure, and that a time limit of no more than 2 years be allowed for the decommissioning process.)

R9: The CRE Decommissioning Agreement addresses this by:
~ Requiring each Decommissioning Report and update to describe the proposed schedule for the site restoration, as well as the time frame to complete the decommissioning process. This schedule will be reviewed by the Town's experts (at CRE's expense) and must be agreed upon by the Town prior to any Decommissioning Report or update being considered final.
~ The Company will have an obligation to advise ISO-NE at least 3 years prior to ceasing operations. Therefore, the Town will have at least 3 years notice prior to the termination of the project.

RESPONSES TO QUESTIONS SUBMITTED BY CAROL ANN AND TIMOTHY DAILEY, RESIDENTS OF ELIZABETH, PA:

Q1. Was a decommissioning engineer group involved with the development of this agreement?
A1: Yes.

Q2. If not, why not? If yes, which engineering group?
A2: George E. Sansoucy Utility Appraisals and Engineering Services

Q3. Define ready state of operation. Includes contract with grid as a condition?
A3: This phrase appears in Paragraph 4, relating to the definition of the term "Abandoned." The paragraph provides that "If the Project or a portion thereof ceases to operate or is not in a ready state of operation for 24 consecutive months, then the Project, or that portion of the Project, shall be considered "Abandoned," unless the Project has commenced the Decommissioning Process." The phrase "ready state of operation" anticipates that ISO-NE, and not CRE, will determine when the plant is needed and will operate. As long as the plant is ready to operate, even if it not needed to meet demand in New England for an extended period (here: 24 months), then by this definition it will not be considered Abandoned.

Regarding whether a "contract with grid" is a condition, I presume this refers to the projects capacity award from ISO-NE. It is unlikely that if the plant loses its capacity award in the future that the plant would remain in a ready state of operation, since without the capacity payments, it would be economically unfeasible to maintain the plant in a ready state of operation. However, if Invenergy/CRE chose to remain in a ready state of operation without ISO-NE capacity obligations, then it would not be considered Abandoned under this definition.

Q4. Have invenergy pay for your engineers as consultants?
A5: During the application process, the cost for the Town's environmental experts/consultants are covered by Invenergy. These funds are provided to the host town or city by the applicant under RI's Energy Facility Siting Act.

Q5. Page 4, b. What is definition of " owned"? What happens to leased equipment. Will there be any leased equipment?
A5: Under paragraph 6.F.(ii), the Company must identify all property, facility and equipment used by the project - whether owned or leased. Subpart 6.F.(ii)(c) specifically requires the Company to include all property, facilities and equipment used "by or for the Project but not owned by the Company." This would include leased equipment, if any.

Q6. Page 4, (iii), does this statement mean if it's too expensive or hazardous, it won't be removed? Then what happens?
A6: No. Paragraph 6.F.(iii) requires the Company to analyze and set forth all reasonable alternatives for remediating and/or redeveloping the project site. In setting forth this analysis, the Company must include the criteria set forth in subparagraph 6.F.(iii)(a), including health and safety, environmental protection, local land use regulations (zoning and comprehensive planning), and compliance with all applicable regulations.

Q7. Page 6,(x) ..if it's sold, but to another invenergy subsidiary, can it be left to rot?
A7: No. Under paragraph 3, the Decommissioning Agreement binds the Company's successors. Additionally, under paragraph 3.B, if the Company assigns the responsibilities under the Agreement to another entity, such an assignment does not relieve the Company of its obligations under the Agreement. If the property is "left to rot" (i.e. 'abandoned' as defined in paragraph 4), then under paragraph 1, the requirement for the Company to complete the decommissioning process is triggered. In addition, the Town must agree (in writing) on any proposed reuse of the property.

Q8. Page 6, financial assurance....is this a tax credit for invenergy? Or the financier? What if the plant is sold, or is dormant, who keeps the money? Who keeps the interest? And why can't the town choose into which company the account is to be opened?
A8: There is no tax credit anticipated. As set forth in paragraph 7.B, the Financial Assurance may be in the form of a performance bond, surety bond, letter of credit or escrow account. It must be from a "creditworthy entity meeting the financial standards of the Town." The Town can ensure the Company chooses a financial institution with strong ratings. The Financial Assurance is held by the entity until the decommissioning process is certified as complete (by the Town's experts). Any interest would remain in the financial instrument and increase the size of

the funds available for decommissioning. Only if the Company fulfills its obligations under the contract, will it receive any funds remaining in the financial instrument.

Q9. What if it doesn't cost that much to decommission, can the town keep the money with interest?
A9: No. Once the Company fulfills all of obligations under the Agreement and completes the decommissioning process (and its certified as complete by the Town's experts), the Company would receive whatever remained in the financial instrument, because it fulfilled its obligations under the Agreement.

Q10. Why is this recorded with the deed?
A10: For record-keeping purposes and transparency.

Q11. Why is the agreement submitted to the EFSB, permit application? Is this a requirement to have the EFSB feel the application is complete? Is this one of the boards complaint? The agreements weren't signed? Why isn't this just between the town and invenergy?
A11: The parties to the Decommissioning Agreement are the Town and the Company. The parties have agreed that the Company's compliance with its obligations under the Agreement should be a condition to the Company's EFSB permit (including providing financial assurance to the Town, and providing required Decommissioning Report Updates to the Town). If the EFSB incorporates the Company's obligations under this Agreement into the EFSB permit, then should the Company fail to comply with its obligations, then not only is it at risk of losing the money in the financial instrument, but it is also at risk of being fined or having its permit suspended or revoked. The plant must be in a ready state of operation in order receive its capacity payments. Therefore, having its permit suspended or revoked would likely be a larger financial hardship, and create an added reason to ensure it meets its responsibilities under the Agreement.

Q12. Are there gag orders written into the agreement?
A12: No.

Q13. Page 9,#17....who, names, was involved in writing the agreement? Emails between the parties?
A13: Paragraph 17 is a standard contract clause. There is a general legal rule that if a term of a contract is ambiguous, a court will interpret those terms against the drafter of the agreement. In other words, if there was unequal bargaining power between two parties, with one party drafting the contract and the other simply signing it; if there is an ambiguous contract term, then the court will interpret that term in a way that works against the stronger party that drafted the agreement. This is meant to encourage the drafting party to be clear and fair in all contracts. In the Decommissioning Agreement, Paragraph 17 sets forth that the parties agree than neither party is the legal "drafter" of the Agreement, and therefore none of the terms of the Agreement should be construed against either party.

REVIEW OF LINKS RELATED TO DECOMMISSIONING AGREEMENT: SUBMITTED BY CAROL ANN AND TIMOTHY DAILEY, RESIDENTS OF ELIZABETH, PA:

1. http://www.mi-wea.org/docs/Decommissioning%20Industrial%20Facilities%20-%20All.pdf

This link is a presentation entitled "Decommissioning Industrial Facilities: Practical Considerations from an IPP Perspective" by the City of Grand Rapids, City of Jackson and Ypsilanti Community Utilities Authority. The presentation provides warnings regarding the hazards that come if the power producer does not plan (financially and otherwise) for the decommissioning process. It sets forth best practices for the decommissioning process. It also includes a case summary in which a company abandoned its facility, including all chemicals and waste, following a history of discharging non-compliant wastewater.

The CRE Decommissioning Agreement addresses this by:
~ Ensuring the Town is routinely updated regarding all property and equipment in use at the facility, as well as all environmental rules and regulations, including the ability to have its experts validate the Company's report (paid for by the Company) as part of each Decommissioning Report update.
~ As discussed below, the Agreement requires the Company to provide Financial Assurance for the life of the plant to ensure financial hardship at the end of the project's life does not prevent a full decommissioning and remediation for the site.

2. http://www.salem.com/sites/salemma/files/uploads/power_plant_study_final.pdf

This link is a site assessment study of potential land use options at the Salem Harbor power station site. The document is 100+ pages, but the sender points to page 74, so I only reviewed pages 72-77 (the section surrounding page 74). This section relates to the possible redevelopment of Salem Harbor as a site for a combined-cycle natural gas generated power plant (baseload or peaker). It discusses economic viability, market price assumptions, and cost data assumptions if developed privately or by a municipal utility. The paragraph at issue states that cleanup and demolition cost for a privately developed baseload power plant would be approximately $75 million. "This is a high median of the estimated cost range for demolition and site remediation based on visual observations, limited public information and experience with similar facilities. The added expenses of clean up and demolition make it increasingly difficult to justify the economics to build a 400 MW combined cycle natural gas plant."

The CRE Decommissioning Agreement addresses this by:
~ Providing the Town with the flexibility to ensure that no matter the cost of the decommissioning process, the Company must provide adequate Financial Assurances.
~ Projected costs for decommissioning must be updated by CRE in every Decommissioning Report Update, and will be verified by the Town's experts (which is a cost paid for by CRE).
~ The Financial Instrument will be released only after the project is fully decommissioned (which must be approved by the Town, and reviewed by its experts, paid for by the Company).

3. http://oilprice.com/Energy/Energy-General/Decommissioning-Costs-Pile-Up-For-Energy-Infrastructure.html

This article addresses the need to plan for the rising costs of decommissioning (and creating a sinking fund) from the time the project is begun, and not at the end (when there is no incentive to direct money to proper decommissioning).

The CRE Decommissioning Agreement addresses this by:
~ Requiring financial assurances to the Town for the entire life of the project, including during construction. The Financial Instrument must be "from a creditworthy entity meeting the financial standards of the Town."
~ The projected cost of decommissioning is updated by CRE in every Decommissioning Report Update, and verified by the Town's experts (who are paid by CRE).
~ Financial assurance begins prior to the date of construction (25% of decommission cost) and incrementally increases to 125% of decommission cost by the 3rd anniversary of operation of the first unit.
~ CRE must maintain financial assurances of 125% for life of project. If it fails to do so, the Town may "immediately purchase and maintain a Financial Instrument from an entity of its choice at the Company's expense."

4. https://www.epa.gov/sites/production/files/2016-06/documents/4783_plant_decommissioning_remediation_and_redevelopment_508.pdf

This link is to an EPA educational brochure discussing the process of decommissioning a coal-fired power plant. It briefly explains decommissioning, remediation and redevelopment/reuse. It includes a list of common cleanup methods used at coal-fired plants (e.g. hazmat removal, removal of contaminated soil, removal of below-ground fuel tanks, testing surface soil for contaminants and removing if necessary, etc). It also includes a list of questions to consider in planning a redevelopment project (e.g. amenities at site, opportunities for economic development, zoning issues, land use restriction, property value, traffic/site access, etc). If redevelopment is likely, then reuse options and planning should begin early in the decommissioning process to inform cleanup decisions and determine level of work needed for decommissioning process.

The CRE Decommissioning Agreement addresses this by:
~ Ensuring that possible reuse/redevelopment of the property is considered by the Company in each Decommissioning Report and update. The Company must update the Decommissioning Report every 5 years from the initial operation date of Unit 1 until the 20th anniversary of Unit 1's operation date. The Company must update the Decommissioning Report every 2 years after that.
~ In each update, the Company must "analyze all reasonable alternatives for restoration of the site to its natural state, as well as proposed alternatives for agreed-upon reuse of the site." In this way, the Town will be advised early in the process (prior to decommissioning starting) whether the Company intends to redevelop the site at the end of the plant's life.
~ Any reuse of the site must be agreed upon by the Town under the DA.

~ The Company may leave certain components in place if they will be used by the site purchaser (e.g. foundation, parking areas, etc), but only "if the Parties mutually agree in writing." This anticipates that the property may be reused, but provides the Town the protection and control it needs regarding any proposed reuse.

5. http://jdcdemoinc.com/projects/salem-harbor-power-station

This link points to JDC Demolition's summary of its contract to decommission, decontaminate and demolish the former power plant in Salem Harbor. It provides a high-level list of tasks included in the decommissioning process for the Salem power plant.

The CRE Decommissioning Agreement addresses this concern by:
~ Requiring each Decommissioning Report and update to describe the proposed details of site restoration, including analysis of all reasonable alternatives to restore the site to its natural state, and the way all criteria as set forth under section F, subparagraph (vi) will be met.
~ This includes, for example, plans to remediate any environmental concerns that are then present in accordance with then current RI EPA and RI DEM regulations.
~ Each Decommissioning Report and update "will be evaluated by the Town at the Company's expense" (including reasonable costs associated with consultants hired by the Town). The parties must agree to the contents of the DA or an update before it is considered final. Therefore, the Town will be able to ensure all details of site restoration are adequate each step of the way.

6. http://www.co.champaign.il.us/CountyBoard/ZBA/2011/111013_Meeting/111013minuteswf.pdf

This link is minutes from a special meeting of the Zoning Board of Appeals in Champaign County, IL in November 2011. It is a public hearing in which the issue of a proposed Reclamation Agreement is discussed. The central issue being discussed is whether the salvage value should be considered when determining the cost of the project in regards to decommissioning, or if it should be excluded. The municipality appears to have an ordinance which could be interpreted to allow, but not require, the ZBA to include the cost of salvage, or alternatively preclude the ZBA from including the salvage as part of the decommissioning cost. This was discussed at length. The state's attorney advised the ZBA that this is a policy decision.

The Board's concerns included: Invenergy finding the "right engineer" that would give them a high cost for salvage, which would exceed decommissioning value and prevent them from having to provide a letter of credit or escrow. The Board discussed creating a cap for salvage costs within the financial assurance, so that the salvage cost could not account for the entire decommissioning costs. The idea that Invenergy would put no funds into a financial instrument was very unappealing to the Board.

The CRE Decommissioning Agreement addresses this by:
~ Providing the Town with the power to approve all Decommissioning Reports and updates, including the estimated cost and budget of the decommissioning plan. The Company will reimburse the Town reasonable costs associated with hiring consultants to review each update (including the estimated costs and salvage value).

~ The parties must agree to the content of the DA or update before it is considered final, including the proposed valuation of salvage value and the role it plays in the estimated cost and budget for decommissioning plan. This protects the Town from the possibility that the Company could inflate the proposed value of salvage.
~ Paragraph 6(F)(vii) specifically addresses the issue of salvageable equipment and materials: "It is the Company's hope that the value of salvage materials may finance all or a portion of the cost of demolition and restoration activities." and also: "The decommissioning process will not be delayed pending the sale of salvageable equipment or materials, nor shall it be delayed pending receipt of payment for same."

7. http://fti.neep.wisc.edu/presentations/sww_energy_ctr.pdf

This link is a presentation by the Engineering Physics Dept at the University of Wisconsin, regarding the "costs" of "lifetime energy requirements" or "net energy balance" for various types of power producing technologies. The presentation analyzes "energy payback ratios" -- aka the net electrical energy produced over a given plant lifetime compared with the energy invested in the materials to construct, operate and decommission a plant.

This doesn't seem to apply to the CRE Decommissioning Agreement, *per se*, but instead to the argument that Invenergy should invest in a different type of energy production in Burrillville.