STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Case No. 8880

Joint Petition of NorthStar Decommissioning Holdings, LLC, NorthStar Nuclear Decommissioning Company, LLC, NorthStar Group Services, Inc., LVI Parent Corporation, NorthStar Group Holdings, LLC, Entergy Nuclear Vermont Investment Company, LLC and Entergy Nuclear Operations, Inc., and any other necessary affiliated entities to transfer ownership of Entergy Nuclear Vermont Yankee, LLC, and for certain ancillary approvals, pursuant to 30 V.S.A. §§ 107, 231, and 232	

Entered: 12/06/2018

AMENDMENT TO CERTIFICATE OF PUBLIC GOOD
ISSUED PURSUANT TO 30 V.S.A. SECTION 231

IT IS HEREBY CERTIFIED that the Vermont Public Utility Commission ("Commission") this day found and adjudged that pursuant to 30 V.S.A. § 231 the general good of the State will be promoted through this amendment to the Certificate of Public Good for the ownership and operation of the Vermont Yankee Nuclear Power Station (the "VY Station") that was issued on June 12, 2002, in Docket 6545 and amended on March 28, 2014, in Docket 7862 (the "CPG").

Effective upon the acquisition of Entergy Nuclear Vermont Yankee, LLC ("ENVY") by NorthStar Decommissioning Holdings, LLC, the CPG is amended as follows:

1. NorthStar Nuclear Decommissioning Company, LLC ("NorthStar NDC") shall be substituted for Entergy Nuclear Operations, Inc. as a co-holder of the CPG with ENVY, and references to ENVY in the CPG shall be changed to NorthStar Vermont Yankee, LLC ("NorthStar VY") to reflect the new name for ENVY.

2. The CPG shall be subject to the terms of the memorandum of understanding that was filed with the Commission on March 2, 2018, which is attached to this amendment as Attachment 1, and the terms of the memorandum of understanding are incorporated as terms of the CPG.

Dated at Montpelier, Vermont this 6th day of December, 2018.

Margaret Cheney	)	PUBLIC UTILITY
	)	
	)	COMMISSION
Sarah Hofmann	)	OF VERMONT

OFFICE OF THE CLERK

Filed: December 6, 2018

Attest: Judith C. Whitney
Clerk of the Commission

Notice to Readers: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Commission (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: puc.clerk@vermont.gov)

Attachment 1 – Memorandum of Understanding and Attachments

(not including amendments to change date references in paragraph 13)

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Joint Petition of NorthStar Decommissioning Holdings, LLC, NorthStar Nuclear Decommissioning Company, LLC, NorthStar Group Services, Inc., LVI Parent Corp., NorthStar Group Holdings, LLC, Entergy Nuclear Vermont Investment Company, LLC, and Entergy Nuclear Operations, Inc., and any other necessary affiliated entities to transfer ownership of Entergy Nuclear Vermont Yankee, LLC, and for certain ancillary approvals, pursuant to 30 V.S.A. §§ 107, 231, and 232	)	**Docket No. 8880**

MEMORANDUM OF UNDERSTANDING

With respect to the above-captioned docket, Entergy Nuclear Vermont Yankee, LLC ("ENVY"); Entergy Nuclear Vermont Investment Company, LLC ("ENVIC"), Entergy Nuclear Operations, Inc. ("ENOI") (together, "Entergy"); NorthStar Decommissioning Holdings, LLC; NorthStar Group Holdings, LLC; NorthStar Nuclear Decommissioning Company, LLC ("NorthStar NDC"); NorthStar Group Services, Inc., LVI Parent Corp.; (together, "NorthStar"[1]), the Vermont Department of Public Service ("DPS"), the Vermont Agency of Natural Resources ("ANR"), the Elnu Abenaki Tribe, the Abenaki Nation of Missisquoi, Windham Regional Commission, the New England Coalition on Nuclear Pollution, Inc., and the Town of Vernon Planning and Economic Development Commission (collectively, "the Parties"), and as to certain provisions, the Vermont Attorney General's Office ("AGO"), stipulate and agree as follows:

WHEREAS, ENVY and ENOI hold a Certificate of Public Good ("CPG") to own, operate, and decommission the Vermont Yankee Nuclear Power Station ("VY Station") located in Vernon, Vermont;

WHEREAS, on November 7, 2016, ENVY and its parent company, ENVIC, entered into a Membership Interest Purchase and Sale Agreement ("MIPA") with NorthStar Decommissioning Holdings, LLC and NorthStar Group Holdings, LLC, under which NorthStar Decommissioning Holdings, LLC would acquire 100% of the membership interests of ENVY, which would then be renamed NorthStar Vermont Yankee, LLC ("NorthStar VY") (the "Proposed Transaction");

WHEREAS, if the Proposed Transaction is completed, NorthStar Decommissioning Holdings, LLC has committed to begin active decommissioning[2] and site restoration at the VY

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[1] To the extent that a provision in this Memorandum of Understanding ("MOU") applies to "NorthStar" after the closing of the Proposed Transaction, "NorthStar" shall also include NorthStar Vermont Yankee, LLC.

[2] Except where expressly noted, as used in this MOU, "decommission" and "decommissioning" refer to the

Station site no later than 2021 (and possibly as early as 2019) and to complete those tasks at the VY Station site (except at the Independent Spent Fuel Storage Installation ("ISFSI") and VELCO switchyard) no later than the end of 2030 (and possibly as early as 2026);

WHEREAS, the closing of the Proposed Transaction is contingent upon several conditions, including approval by the Vermont Public Utility Commission ("PUC") and the U.S. Nuclear Regulatory Commission ("NRC");

WHEREAS, on December 16, 2016, NorthStar, ENVIC, and ENOI submitted a joint petition to the Vermont Public Service Board (now the PUC) requesting approval of the Proposed Transaction ("Joint Petition"), including approval of the transfer of ownership of ENVY, and certain ancillary approvals;

WHEREAS, on February 9, 2017, ENOI, ENVY, and NorthStar NDC submitted a joint application to the NRC requesting the NRC's consent to the direct and indirect transfers of control over the NRC-issued VY Station operating license; and

WHEREAS, in consideration of the compromises made by and between the Parties to this MOU, NorthStar and Entergy have made the commitments described below;

NOW, THEREFORE, the Parties agree as follows:

1. The Parties hereto agree that the approval of the Proposed Transaction, if all terms and conditions described in this MOU are met, will promote the general good of the State of Vermont. The Parties shall jointly request that the PUC issue an Order approving the terms and conditions of this MOU, incorporating certain of them as terms and conditions of the Order, and taking such actions as in the PUC's judgment are necessary or advisable in connection with the resolution of the Joint Petition, including granting the following elements of relief requested in the Joint Petition:

    a. Approve the transfer of ownership of ENVY to NorthStar Decommissioning Holdings, LLC, including the resulting transfer of the Nuclear Decommissioning Trust ("NDT") and Site Restoration Trust ("SRT"), pursuant to the terms of the MIPA;

    b. Consent under 30 V.S.A. § 232 for ENVY/NorthStar VY to issue a note payable to Vermont Yankee Asset Retirement Management, LLC ("VYARM") in the amount of approximately $145 million, subject to Paragraph 3 below;

    c. Amend the CPG currently held by ENVY and ENOI to change ENVY's name to NorthStar VY and to substitute NorthStar NDC for ENOI;

    d. Authorize NorthStar NDC to assume the obligations of ENOI under prior PUC orders and CPGs to operate and to perform decommissioning and site restoration at the VY

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removal of a facility or site safely from service and the reduction of residual radioactivity to a level that permits termination of the license issued by the U.S. Nuclear Regulatory Commission ("NRC"). As used in this MOU, "decommissioning" does not include spent fuel management activities.

Station site, including as reflected herein, and by the PUC in approving the transaction;

e. Approve site restoration standards for the VY Station site, as set forth in Paragraph 5 below; and

f. Amend the Docket No. 7862 Order to allow contribution of the assets of the SRT into a segregated sub-account of the NDT.

2. NorthStar shall provide financial assurance in support of the Proposed Transaction as follows.

a. NorthStar shall provide the financial assurance package proposed by NorthStar in the Joint Petition to complete the decommissioning and site restoration of the VY Station site, including the following components:

(1) the NDT;

(2) the SRT funds, dedicated to funding site restoration activities, which Entergy will transfer to a segregated sub-account of the NDT at or before the closing of the Proposed Transaction(as used hereinafter, the term "NDT" shall include the segregated site restoration sub-account);

(3) performance bonds or equivalent performance assurance on major subcontracted work with a value of approximately $400 million, substantially in the form of Attachment 1;

(4) a $25 million contingent letter of credit tied to start and/or completion date milestones,[3] payable to the VY Station Decommissioning Completion Trust, and substantially in the form of Attachment 2;

(5) a Support Agreement from NorthStar Group Services, Inc., payable to the VY Station Decommissioning Completion Trust in the amount of $140 million;

(6) a commitment by NorthStar VY not to withdraw funds from the NDT for any task in an amount exceeding that specified for that task in version 1.0 of the pay-item disbursement schedule dated September 8, 2016; and

(7) $10 million in expected litigation proceeds from NorthStar VY's "Round 3" claim against the U.S. Department of Energy ("DOE") for the recovery of

[3] The "start" date is the initiation of Railroad Refurbishment on or before the later of January 1, 2021, or the date that is one hundred eighty (180) days after the date of completion of the ISFSI Expansion. The "completion" date is release pursuant to 10 C.F.R. § 50.83 and completion of Site Restoration of all portions of the Site other than the ISFSI on or before the later of December 31, 2030, or the date that is ten (10) years after the date of completion of the ISFSI Expansion. All capitalized terms in this footnote are ascribed the same meaning within this MOU as is set out in the MIPA and the Decommissioning Completion Assurance Agreement.

costs for existing ISFSI operations activities, to be deposited in the VY Station Decommissioning Completion Trust.

b. NorthStar Group Services, Inc. shall execute Attachment 3 regarding the $140 million Support Agreement. NorthStar Group Services, Inc. shall update the Support Agreement that was filed with the NRC on February 7, 2017, as modified by a letter filed with the NRC on December 22, 2017, to clarify that the Support Agreement is available for State of Vermont site restoration requirements, in addition to NRC requirements related to decommissioning and spent fuel management. NorthStar Group Services, Inc. further agrees that, regardless of any limitations expressed in the Support Agreement:

(1) the PUC has authority to order NorthStar Group Services, Inc. to provide funding up to the $140 million Support Agreement limit, supported by a reasonable determination by the Commissioner of DPS and the Secretary of ANR[4] that additional work at the site is needed to complete site restoration, and after NorthStar Group Services, Inc. has an opportunity to present its position on the need for such funding to the PUC; and

(2) NorthStar shall not seek any amendment, termination, or assignment of the Support Agreement for any reason without first obtaining approval of the PUC, including a PUC determination that the amendment, termination, or assignment will not impact NorthStar's ability to complete site restoration.

c. NorthStar shall establish an escrow account that will have a minimum balance of $55 million. The escrow account shall be funded over time as follows: (1) at the closing of the Proposed Transaction, NorthStar shall deposit $30 million into the escrow account; and (2) after the Proposed Transaction has closed, and after NorthStar VY has withdrawn the first $100 million from the NDT, NorthStar shall deposit an additional $25 million into the escrow account over time, which shall be accomplished by depositing 10% of each invoice paid with funds from the NDT for decommissioning or site restoration work at the VY Station site. NorthStar represents that NorthStar VY is expected to withdraw the first $100 million from the NDT before the end of 2021, and the escrow account balance is projected to reach $55 million before the end of 2024. All earnings on escrow account funds will be retained in the account, and the full amount of account funds are to be used to fund completion of decommissioning and/or site restoration activities at the VY Station site, in the event and to the extent that NDT funds are insufficient or unavailable, consistent with Paragraph 4.

(1) Withdrawals from this escrow account may be made only with approval from DPS and ANR. Reasonable requests for withdrawals for site restoration shall not be denied, subject to a determination, consistent with Paragraph 4, that proceeds from claims under the Pollution Legal Liability product described in

[4] References to DPS and ANR hereafter refer to the Commissioner in the case of DPS and the Secretary in the case of ANR.

Paragraph 2(e) and funds available pursuant to the Support Agreement are insufficient or unavailable.

(2) NorthStar may terminate the escrow account, and any funds remaining in the escrow account may be withdrawn by NorthStar and used for any purpose in its sole discretion, after: (i) NorthStar completes partial site release of the VY Station site (with the exception of the ISFSI and VELCO switchyard) as approved by the NRC pursuant to 10 C.F.R. § 50.83 or an approved license termination plan; and (ii) NorthStar has submitted all corrective action construction completion reports for the VY Station site (with the exception of the buildings and structures identified in Paragraph 5(f)) to ANR and ANR determines that no additional site investigation or corrective actions are required, except long-term monitoring, pursuant to the process set forth in the Investigation and Remediation of Contaminated Properties Rule dated July 27, 2017 ("I-Rule").

(3) The escrow account shall be maintained with a commercial bank or trust company incorporated under the laws of the United States or any state thereof, and for purposes of this requirement, M&T Bank, Wilmington Trust, and JPMorgan Chase shall be deemed acceptable institutions. Other institutions may be selected, subject to the requirements of maintaining an office or branch in New York, New York, having an aggregate capital surplus in excess of $25 billion, and having a senior unsecured debt rated at least "A" by Standard & Poors Corporation or "A2" by Moody's Investor Service.

d. NorthStar shall obtain an unconditional guaranty from Orano USA LLC (formerly AREVA Nuclear Materials, LLC) ("Orano Guaranty") to provide $25 million of funding to complete decommissioning and/or site restoration activities at the VY Station site in the event and to the extent that the total amount of NDT funds, and funds available pursuant to the Support Agreement, escrow account funds described in Paragraph 2(c), and the Round 3 Retained DOE Litigation Proceeds described in Paragraphs 3(c) and (d) are insufficient or unavailable to complete such activities. The Orano Guaranty shall terminate when: (1) the reactor pressure vessel has been shipped from the VY Station site; (2) Orano receives all payments due for that work; (3) ANR, pursuant to Subchapter 3 of the I-Rule, has approved a site investigation report for each operable unit where non-radiological site investigation activities do not create an actual conflict with the Atomic Energy Act; and (4) NorthStar has certified in a submission with then current figures and data, and DPS has confirmed (which shall be deemed to have occurred if DPS has not responded in writing to NorthStar's certification within 60 calendar days), that the value of the NDT is greater than the combined remaining estimated license termination and site restoration costs, including, without limitation, as shown in the notices and certifications to be provided by NorthStar pursuant to Paragraph 2.

e. NorthStar shall obtain a $30 million Pollution Legal Liability ("PLL") insurance product, substantially in the form of Attachment 4, that will provide coverage for site restoration activities to address previously unknown or not fully characterized

non-radiological environmental conditions identified at the VY Station site after the closing of the Proposed Transaction. This policy may be terminated by NorthStar at the time NorthStar completes the decommissioning and site restoration of the VY Station site (with the exception of the buildings and structures identified in Paragraph 5(f)), but NorthStar shall maintain such PLL coverage until completion of that work.

f. NorthStar shall provide to DPS, ANR, and AGO monthly summaries of all expenditures at the site. Those agencies shall be permitted access to and shall have the right to inspect those expenditures and the books of NorthStar Group Holdings, LLC, NorthStar Group Services, Inc., and NorthStar VY at all reasonable times and at reasonable intervals.

g. NorthStar shall notify DPS, ANR, and AGO within 7 calendar days of any of the following events.

(1) All significant changes to NorthStar Group Services, Inc.'s ability to support or fund the Support Agreement, including any significant reduction in overall debt capacity;

(2) Every draw on the Support Agreement;

(3) Any event that has occurred in the conduct of decommissioning, spent fuel management, or site restoration activities at the VY Station site that could, individually or cumulatively with other events, have an adverse financial consequence of greater than $2 million, including but not limited to accidents, delays, contractual disputes, unknown site conditions, and changes in regulatory requirements, including a detailed description of the event and an assessment of the amount of any such consequence along with any mitigation plan(s);

(4) Any proposed organizational change or change in equity ownership of NorthStar Group Holdings, LLC; NorthStar Group Services, Inc.; and/or NorthStar VY; and

(5) Any breach of debt covenants, default, acceleration, insolvency, reorganization, bankruptcy or liquidation of NorthStar Group Holdings, LLC; NorthStar Group Services, Inc.; and/or NorthStar VY.

h. On or before March 31 of each calendar year following the close of the Proposed Transaction, NorthStar shall provide to DPS, ANR, VDH, and AGO an annual public certification that includes the following:

(1) A detailed description of all work completed as of that date pursuant to corrective action plans approved by ANR pursuant to Subchapter 5 of the I-Rule;

(2) A detailed description and schedule of remaining corrective actions and site restoration work;

(3) The amount of funds available for site restoration as of the end of the calendar year preceding the date of the report; and

(4) The amount of funds estimated to be required to complete site restoration.

This annual requirement shall continue until (i) NorthStar completes partial site release of the VY Station site (with the exception of the ISFSI and VELCO switchyard) as approved by the NRC pursuant to 10 C.F.R. § 50.83 or an approved license termination plan; and (ii) NorthStar has submitted all corrective action construction completion reports for the VY Station site (with the exception of the buildings and structures identified in Paragraph 5(f)) to ANR and ANR determines that no additional site investigation or corrective actions are required, except long-term monitoring, pursuant to the process set forth in the I-Rule.

i. On or before March 31 of each calendar year following the close of the Proposed Transaction, NorthStar shall provide to DPS the following disclosures and reports covering the prior calendar year (or specified 12-month period):

(1) Audited financials for NorthStar Group Holdings, LLC and NorthStar Group Services, Inc. as of the end of the calendar year preceding the report date;

(2) Audited statements of NDT and SRT fund balances (with current investment mix), and an accounting of all disbursements from such accounts;

(3) A schedule of both cumulative historic (from the closing date of the Proposed Transaction) and projected fund activity for NDT and SRT funds, including a breakdown of all future decommissioning, site restoration, and spent fuel management activities, including an updated "pay item disbursement schedule" and provide the equivalent of an update of the current "Deal Model" through completion of partial site release and site restoration of the VY Station site (with the exception of the buildings and structures identified in Paragraph 5(f)); and

(4) A variance analysis, comparing actual disbursements detailed in the updated "Deal Model" to estimated disbursements in the prior year's reporting, explaining all variances in excess of 10% or $2 million.

This annual requirement shall continue until (i) NorthStar completes partial site release of the VY Station site (with the exception of the ISFSI and VELCO switchyard) as approved by the NRC pursuant to 10 C.F.R. § 50.83 or an approved license termination plan; and (ii) NorthStar has submitted all corrective action construction completion reports for the VY Station site (with the exception of the buildings and structures identified in Paragraph 5(f)) to ANR and ANR determines that no additional site investigation or corrective actions are required, except long-

term monitoring, pursuant to the process set forth in the I-Rule.

j. To the extent NorthStar determines that the information it must submit to DPS, ANR, VDH, or AGO pursuant to this MOU constitutes NorthStar trade secret or confidential business information or other information that is exempt from the public inspection and copying requirements of the Vermont Public Records Act (1 V.S.A. §§ 315-320), NorthStar shall designate the information as such and shall provide a redacted version suitable for public disclosure, unless redaction would render the document meaningless.

3. Entergy shall provide financial assurance in support of the Proposed Transaction as follows.

a. Entergy shall contribute to the SRT an amount that will bring the balance of the SRT at the closing of the Proposed Transaction to $60 million. Pursuant to the MOU adopted in Docket No. 7862, at the time the SRT balance reaches $60 million, including as a result of such contribution, Entergy Corporation will terminate the existing $20 million parent guaranty in support of the SRT. Prior to the closing of the Proposed Transaction, Entergy shall contribute 100% of the SRT assets into a segregated sub-account in the NDT for the purpose of completing site restoration activities. For the avoidance of doubt, the Parties agree that such contribution is an Entergy contribution and not a contribution made by Vermont ratepayers. Any amounts remaining in such sub-account after NorthStar completes decommissioning and has submitted all corrective action construction completion reports for the VY Station site (with the exception of the buildings and structures identified in Paragraph 5(f)) to ANR and ANR determines that no additional site investigation or corrective actions are required, except long-term monitoring, pursuant to the process set forth in the I-Rule, shall belong solely to NorthStar VY and shall not be considered "Excess Funds" that are subject to Paragraph 3 of the MOU entered in Docket No. 6545 (as modified by the Order issued on June 13, 2002, in Docket No. 6545).

b. Pursuant to Section 1.1 of the Decommissioning Completion Assurance Agreement ("DCAA"), ENVY will file the Round 3 claim against the DOE for the recovery of spent fuel management costs 30 days after the earlier of (i) the date all physical work related to the VY Station dry fuel storage transfer project has been completed and all invoices for such work have been paid; or (ii) the closing date of the Proposed Transaction. The Round 3 claim is expected to include, among other costs, approximately $145 million for the second ISFSI pad construction and the costs associated with the 2017-18 fuel loading campaigns. Pursuant to section 6.23 of the MIPA, at the closing of the Proposed Transaction, VYARM and NorthStar VY will enter into a promissory note for this amount, which NorthStar VY will be required to repay to VYARM upon NorthStar VY's receipt of sufficient proceeds from the Round 3 DOE litigation (expected in approximately 2023), and if such funds are insufficient to repay the note, NorthStar VY will pay the remaining balance only after NorthStar completes the decommissioning and site restoration of the VY Station site (with the exception of the buildings and structures identified in Paragraph 5(f)).

c. Notwithstanding any contrary requirement of transactional documents (including, without limitation, the MIPA and DCAA), NorthStar VY shall retain and deposit into an escrow account (separate from the escrow account described in Paragraph 2(c)) the first $40 million received from the Round 3 DOE litigation (the "Round 3 Retained DOE Litigation Proceeds"), and shall not transfer those funds to VYARM, unless all of the following conditions are satisfied at the latter of the time that money is received, or April 30, 2023.

(1) The complaint initiating the Round 3 DOE litigation was filed on or before 30 days after the earlier of (i) the date all physical work related to the VY Station dry fuel storage transfer project has been completed and all invoices for such work have been paid; or (ii) the Proposed Transaction closing date;

(2) NorthStar has certified in a submission with then current figures and data, and DPS has confirmed (which shall be deemed to have occurred if DPS has not responded to NorthStar's certification within 60 calendar days), that the value of the NDT is greater than the combined remaining estimated license termination and site restoration costs, including, without limitation, as shown in the notices and certifications to be provided by NorthStar pursuant to Paragraph 2;

(3) ANR has determined: (i) pursuant to Section 35-306(b) of the I-Rule that the site investigation report is complete and adequately defines the scope and extent of contamination for all operable units at the VY Station Site (except at the buildings and structures identified in Paragraph 5(f)); and (ii) that NorthStar is in substantial compliance with all approved corrective action plan(s) pursuant to Subchapter 5 of the I-Rule; and

(4) NorthStar has not: (i) made any payments for the project using funds from the Support Agreement identified in Paragraph 2(a)(5) that cumulatively exceed $40 million; and (ii) filed any notice required by Paragraph 2(g)(1).

d. The Round 3 Retained DOE Litigation Proceeds referred to in Paragraph 3(c) shall remain in the escrow account to be used for funding decommissioning and/or site restoration activities at the VY Station site in the event and to the extent that NDT funds are insufficient or unavailable to complete such activities, consistent with Paragraph 4. The Round 3 Retained DOE Litigation Proceeds shall remain in the escrow account until the earlier of the following:

(1) The conditions in Paragraph 3(c) have each been met at the time, or, in the case of Paragraph 3(c)(1) and (3), either before or at the time, a request to release the funds has been made by NorthStar, Entergy, or VYARM; or

(2) NorthStar completes partial site release of the VY Station site (with the exception of the ISFSI and VELCO switchyard) as approved by the NRC pursuant to 10 C.F.R. § 50.83 or an approved license termination plan, and NorthStar has submitted all corrective action construction completion reports

for the VY Station site (with the exception of the buildings and structures identified in Paragraph 5(f)) to ANR and ANR determines that no additional site investigation or corrective actions are required, except long-term monitoring, pursuant to the process set forth in the I-Rule.

At the time that either one of the above requirements has been met, NorthStar VY shall transfer any remaining Round 3 Retained DOE Litigation Proceeds to VYARM toward repayment of the note owed by NorthStar VY to VYARM.

4. For the avoidance of doubt, in the event and to the extent that the NDT is insufficient (or unavailable due to NorthStar's commitment in Paragraph 2(a)(6)) to complete decommissioning and/or site restoration activities at the VY Station site, NorthStar VY shall draw upon or demand the funds described in Paragraphs 2(a)-(e) and 3(c)-(d) in the following order, with each later-listed source to be drawn upon or demanded to the extent that the total funds available pursuant to the previous source are unavailable or insufficient.

   a. *First*, proceeds from claims under the PLL insurance product described in Paragraph 2(e), to the extent such claims are within the product's scope of coverage;

   b. *Second*, the Support Agreement;

   c. *Third*, the escrow account described in Paragraph 2(c);

   d. *Fourth*, the $10 million in expected litigation proceeds from NorthStar VY's Round 3 DOE claim for existing ISFSI operations activities;

   e. *Fifth*, the Round 3 Retained DOE Litigation Proceeds; and

   f. *Sixth*, the Orano Guaranty.

5. The Parties agree that the site restoration standards identified below shall apply to the VY Station site.

   a. All activities conducted at the VY Station site shall comply with applicable environmental and human-health based standards and regulations, to the extent such standards and regulations do not conflict with the standards identified in this MOU. The non-radiological environmental media standards identified in Paragraphs 5(e) and 5(g) of this MOU are the remediation standards solely for purposes of ANR's determination pursuant to item (ii) of Paragraph 2(c)(2) of this MOU and are not applicable for purposes of liability pursuant to 10 V.S.A. § 6615.

   b. All subsurface voids shall be filled, and the land shall be regraded and reseeded. All fill material must comply with the approved radiological and non-radiological remediation standards.

   c. NorthStar shall decommission, release, and restore the VY Station site: (1) while complying with the Vermont Radiological Health Rule, including meeting the

requirements for "unrestricted areas" as that term is defined in VDH Rules 5-301 and 5-302(42); (2) to a radiological dose limit of 15 mrem/year from all pathways combined, with no more than 5 mrem/year from liquid effluents; and (3) for "unrestricted use," as that term is used in 10 C.F.R. § 20.1402, and not under "restricted conditions," as that term is used in 10 C.F.R. § 20.1403. NorthStar shall attempt to attain a calculated annual 10mR TEDE All Pathways and 4mR TEDE Water residual radiation standard, but attainment of this standard will not be required if, in NorthStar's sole discretion, it is cost prohibitive or technically not feasible because of site conditions.

d. NorthStar shall complete a comprehensive site investigation and any required corrective actions in accordance with the I-Rule and pursuant to a schedule developed in consultation with the Town of Vernon and approved by ANR, which may include a phased schedule (i.e. breaking up the site into specific operable units) for site characterization and remediation.

(1) Within 60 days of the closing of the Proposed Transaction, NorthStar shall provide the Secretary of ANR with a draft site investigation workplan for the VY Station site that complies with Subchapter 3 of the I-Rule and includes the following:

(a) A list and delineation of proposed operable units for the VY Station site, including a detailed description as to whether site investigation activities or remediation of releases will create an actual conflict with the Atomic Energy Act for each operable unit. Consistent with the Atomic Energy Act, NorthStar shall delineate operable units in a manner that maximizes areas available for immediate site characterization;

(b) A plan to perform groundwater sampling of non-radiological contamination at the VY Station site that includes, at a minimum, the following:

(i) Quarterly sampling plan for list of analytes as proposed by NorthStar and approved by ANR at the VY Station site's existing groundwater monitoring well network; and

(ii) Proposal for installation and sampling of any additional monitoring wells necessary to characterize the scope and extent of non-radiological contamination.

(c) A plan to characterize below-grade structures that NorthStar proposes to leave in place pursuant to Paragraph 5(g) that includes, at a minimum, the following:

(i) Identification and description of historical uses of all below-grade structures, including all materials known or suspected to

be generated, stored, contained, spilled, released, or disposed in each structure;

(ii) Description of a process for characterization of each below-grade structure, including all steps to remove and manage all materials generated, stored, contained, spilled, released, or disposed in each below-grade structure; and

(iii) Description of a process to characterize soil and groundwater near each below-grade structure.

(d) A proposed plan for any use of concrete as fill at the VY Station site pursuant to Paragraph 5(g) that includes, at a minimum, the following elements.

(i) A detailed description of the concrete proposed to be used as fill material, including:

(1) identification of the structures from which the concrete will be obtained;

(2) identification of any paints and other coatings on the structures; and

(3) a description of all non-radiological wastes or materials that have been stored in each of the structures, any non-radiological wastes or materials which have contaminated the structures, and any wastes or materials which have been discharged from the structures.

(ii) A detailed description of how the concrete material will be processed and managed on site, including:

(1) How concrete materials will be processed (removal of rebar and other reinforcing materials), and resulting size specifications of resulting aggregate material; and

(2) Total volume of crushed aggregate material to be used as fill (expressed in cubic yards).

(iii) Identification of the specific location(s) at the site where concrete will be managed and used as fill. This shall include, at a minimum, a site map (minimum dimensions of 8½" by 11") that identifies: the location(s) on site where concrete fill material will be stockpiled; the locations(s) on site where the fill material will be disposed of; the waste management

boundary(ies) of the disposal site(s); and any other siting information required by the Secretary.

(iv) A schedule of all proposed activities to be undertaken under the plan (including characterization, demolition, on-site management, and filling activities).

(v) A plan to characterize concrete proposed to be used as fill on site that includes, at a minimum, the following:

(1) a list of all non-radiological contaminants for which the concrete from each structure will be characterized; and

(2) the specific sampling and analysis methods and processes that will be used to characterize the concrete from each structure (including all coatings or paints) for non-radiological contaminants.

(e) A proposed plan for any use of off-site materials proposed to be used as fill on site, including a plan to characterize off-site materials that includes, at a minimum, the following:

(i) a list of all non-radiological contaminants for which the off-site materials will be characterized; and

(ii) the specific sampling and analysis methods and processes that will be used to characterize the off-site materials.

(f) A proposed schedule for completion of site investigation activities for each operable unit of the VY Station site or the VY Station site. Where site investigation activities will create an actual conflict with the Atomic Energy Act for an operable unit, NorthStar shall propose a schedule that ensures commencement of site investigation activities as soon as the conflict no longer exists.

(2) ANR agrees to complete its review of the draft site investigation workplan and provide comments to NorthStar within 60 days of receiving the draft workplan that ANR determines meets the requirements of Subchapter 3 of the I-Rule. Within 30 days of receiving comments from the Secretary, NorthStar shall submit a final site investigation workplan addressing the Secretary's comments. Upon approval of the site investigation workplan by ANR, NorthStar shall implement the site investigation workplan and submit a site investigation report in accordance with the schedule approved by the Secretary of ANR.

(3) For each operable unit of the site where site investigation activities do not create an actual conflict with the Atomic Energy Act, NorthStar shall submit

a site investigation report pursuant to Section 35-305 of the I-Rule to the Secretary of ANR no later than six months after the close of the transaction.

(4) NorthStar shall complete any required corrective actions to address releases of non-radiological hazardous materials in accordance with the I-Rule.

e. NorthStar shall remediate the VY Station site to compliance with the residential standard values identified in Appendix A of the I-Rule, except as to any operable unit(s) of the VY Station site for which NorthStar submits and ANR approves an institutional control plan. Any such institutional control plan shall:

(1) be developed by NorthStar in consultation with the Town of Vernon and limit future residential uses of the site in a manner consistent with the Town Plan of the Town of Vernon; and

(2) meet the requirements of Subchapter 6 of the I-Rule.

Upon approval of the institutional control plan by ANR for an operable unit(s), NorthStar shall remediate that operable unit(s) of the VY Station site to compliance with the industrial standard values identified in Appendix A of the I-Rule.

f. NorthStar shall remove all above-ground structures at the VY Station site, other than the ISFSI and associated security facilities, the VELCO switchyard, the administrative office building known as the Plant Support Building, and the portion of the railroad spur that is able to be released for unrestricted use from the NRC-issued VY Station operating license.

g. NorthStar shall remove all underground structures at the VY Station site—including, without limitation, building foundations, buried piping, and contained piping[5]—to a depth of 4 feet below ground surface (with "ground surface" meaning existing site contours, which are depicted in Attachment 5 to this MOU) and to a greater depth wherever required to meet the site release standards described in Paragraph 5 of this MOU. Asbestos-containing material shall be removed regardless of depth. Pipes and other spaces with void space that are 4 feet below ground surface and allowed to be left in place shall be filled with concrete or other material as necessary to ensure stability of the ground above.[6] All regulated substances shall be removed from pipes and other structures, and managed in accordance with applicable standards. All sheathed cables with PCB coatings shall be excavated, and managed and disposed of in accordance with the Vermont Hazardous Waste Management Regulations and other applicable standards.

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[5] For purposes of this MOU, "buried piping" means piping that is underground and in direct contact with the ground/soil; "contained piping" means piping that is underground but within some other structure and thus not in direct contact with the ground/soil.

[6] In the case of a pipe the top portion of which is above the 4-foot cut-off, and the bottom portion of which is deeper than the 4-foot cut-off, NorthStar shall remove the portion that is above the 4-foot cut-off and shall be permitted to leave in place the portion that is deeper than the 4-foot cut-off.

(1) Structures that are more than 4 feet below ground surface may remain in place only if: (1) no residual radioactivity in the structures exceeds the residual radioactivity limits specified in Paragraph 5(c); (2) no non-radiological contamination in the structures exceeds the approved non-radiological remediation standards set forth in Appendix A of the I-Rule or other site specific remediation standard approved by ANR pursuant to the I-Rule; and (3) results of characterization of soil and groundwater in proximity of the structures do not exceed the approved non-radiological remediation standards set forth in Appendix A of the I-Rule. Buried piping and enclosed structural chambers that are more than 4 feet below ground surface may remain in place only after a survey demonstrates that any radiological contamination on the inner surfaces of such pipes and structures does not exceed the Derived Concentration Guideline Levels for 15 mrem/year from all pathways combined.

(2) Upon completion of decommissioning and site restoration of the VY Station site, NorthStar shall provide to ANR, VDH, and the Town of Vernon a comprehensive survey and site plan identifying the location and depth of all below-grade structures remaining at the site, and confirming that every remaining subsurface structure meets the release criteria described in this MOU. NorthStar shall record the comprehensive survey and site plan in the land records of the Town of Vernon and erect field monumentation on the VY Station site to provide notice of all remaining below-grade structures in a manner that does not impede future use of the site.

(3) NorthStar shall not use concrete or other materials from buildings or structures on the VY Station site as fill at the VY Station site, with the exception that concrete from the VY Station cooling tower structures and intake structure may be used as fill if: (1) it contains no reactor-derived radionuclides as distinguishable from background for the VY Station site pursuant to the material characterization process employed at the Yankee Rowe Nuclear Power Station for onsite reuse of backfill material; (2) any non-radiological contamination in that concrete does not exceed background soil concentrations identified in Appendix A of the I-Rule, or site-specific background concentrations approved by ANR pursuant to Appendix B of the I-Rule; and (3) the reuse of concrete is conducted in accordance with a corrective action plan approved by ANR pursuant to Subchapter 5 of the I-Rule.

(4) Surface and sub-surface soil excavated as part of demolition may be reused at the VY Station site only to the extent it complies with the approved radiological and non-radiological standards for the relevant survey unit area and the use is consistent with Section 35-512 of the I-Rule.

(5) NorthStar shall use (1) a “basement inventory model” to determine the amount of residual radioactivity that remains in any remaining below-grade

structures or building materials that will be used as backfill; and (2) the "resident farmer scenario" to model the potential exposure to residual radioactivity in the soil. NorthStar shall provide to VDH the results of the NRC's confirmatory surveys of: (1) surface soils, to ensure that site release criteria for the resident farmer scenario of the NRC-approved License Termination Plan ("LTP") are met; and (2) any structures that remain above grade, to ensure site release criteria for the building occupancy scenario of the NRC-approved LTP are met. NorthStar shall provide a copy to VDH and ANR of the work plan for the Final Status Survey for NRC License Termination.

h. NorthStar shall perform and pay for any on-site radiological monitoring analyses required by the NRC, and shall provide the results to VDH, ANR, and DPS. NorthStar shall perform and pay for all final survey status analyses required by the NRC and shall provide copies of any submissions to the NRC regarding the results of the final status survey analysis to VDH, ANR, and DPS.

i. NorthStar shall perform biannual radiological monitoring of groundwater (including both previously impacted and down gradient monitoring wells) for three years. A post-completion monitoring plan approved by NRC, VDH, and ANR will identify the sampling locations and analytical parameters specific to each location.

j. NorthStar agrees to perform regular and appropriate offsite radiological surveys consistent with industry-standard practices.

k. NorthStar shall work cooperatively with ANR and VDH to develop appropriate protocols related to non-radiological remediation and site restoration for information sharing, obtaining samples from onsite environmental media, conducting site visits and inspections, site characterization, remediation, site restoration, and notifications. These protocols must be acceptable to ANR and VDH, be made publicly available, and shall recognize that ANR and VDH must approve all work plans and testing protocols prior to implementation and retain authority over all determinations of compliance related to non-radiological site characterization and remediation, non-radiological site closure, and site restoration. NorthStar shall provide to VDH copies of all decommissioning radiological surveys and radiochemical analysis data provided to the NRC or maintained on site as required by NRC regulations. ANR and VDH shall have the right to obtain confirmatory measurements and sampling throughout decommissioning and site restoration, provided that it does not interfere with NorthStar's schedule. ANR and VDH agree to work expeditiously with NorthStar beginning immediately upon issuance of a PUC Order approving the terms and conditions of this MOU to develop and review the workplans necessary to facilitate NorthStar pre- and post-closing site restoration activities at the VY Station Site.

6. The Parties agree that, if the PUC allows Entergy and NorthStar to contribute the SRT assets into a segregated sub-account of the NDT, the State of Vermont shall be designated as a material beneficiary of that sub-account in accordance with Paragraph 7 of the MOU entered in Docket No. 7862. Entergy and NorthStar shall not make any contrary representations to or

requests of the NRC. Entergy and NorthStar shall not amend the existing Site Restoration Trust Agreement in any way that materially alters Section 4.01 of that Agreement; in accordance with that Section, the following conditions shall apply to requests for disbursement of SRT funds.

a. All distributions from the sub-account shall be used exclusively to pay for site restoration costs.

b. NorthStar VY shall initiate any disbursements from the sub-account by presenting a Site Restoration Certificate ("Certificate") to the trustee.

c. For the initial Certificate requesting disbursement from the sub-account, and for every subsequent Certificate requesting disbursement from the sub-account in which NorthStar VY is the payee, NorthStar VY will first present the Certificate to DPS.

d. DPS shall have a period of 30 calendar days from receipt of a Certificate to provide written objection to NorthStar VY. If no written objection is made, after the expiration of the 30-day period, NorthStar VY shall be permitted to present that Certificate to the trustee for payment.

7. NorthStar shall retain a cultural expert to assist in developing a cultural resource plan to be implemented by NorthStar during decommissioning and site restoration work at the VY Station site. NorthStar shall seek the input of the Elnu Abenaki and the Abenaki Nation of Mississquoi in developing that plan.

8. NorthStar agrees to collaborate with the stakeholders to establish an appropriate public engagement process regarding the decommissioning and restoration of the VY Station site, including exploration of forming a subcommittee of the existing Nuclear Decommissioning Citizens Advisory Panel for this purpose.

9. [*intentionally left blank*]

10. DPS, ANR, and VDH reserve all rights to retain advisors pursuant to applicable State of Vermont contracting procedures in support of the review processes identified in this MOU, including, without limitation, pursuant to 30 V.S.A. § 20, and 21 as related to retention of external financial accounting assistance in support of the financial reviews provided for herein. For purposes of this MOU, the review processes specified herein shall be deemed to qualify as a "proceeding" within the meaning of 30 V.S.A § 20(b) if not otherwise covered in § 20.

11. Every obligation by ANR and DPS to approve or act on any request by NorthStar shall be conditioned on NorthStar's compliance with its obligations, including its reporting, certification, payment and disclosure obligations under this MOU. In the case of the annual certifications required pursuant to Paragraph 2(h), failure to provide any certification within 10 days of it becoming due will result in a denial of requests for approvals or for release of funds, unless DPS determines there was good cause for the delay and NorthStar is exercising its best efforts to cure it. In the case of payment obligations pursuant to Paragraph 10, ANR

and DPS shall act on requests from NorthStar to the extent all non-disputed portions of any requests or charges pending at the time of the request are remitted within 30 days of becoming due or are subject to a petition timely submitted to the PUC pursuant to 30 V.S.A. § 21.

12. The AGO shall not take a position opposing or objecting to the Proposed Transaction at any evidentiary hearings or in any post-hearing filings made to the PUC in this Docket No. 8880. If the PUC issues an Order approving the terms and conditions of this MOU substantially in their entirety, incorporating them as terms and conditions of the Order substantially in their entirety without any material alterations, additions, or rejections, and taking such actions as in the PUC's judgment are necessary or advisable in connection with the resolution of the Joint Petition, including granting the elements of relief identified in Paragraph 1, the AGO shall not take any action to stay, challenge, appeal, or move to reconsider such an Order.

13. In the event that the PUC issues an order that does not approve the Proposed Transaction, or has not issued an order by July 31, 2018 that approves the Proposed Transaction, incorporates the terms and conditions of this MOU substantially in their entirety, and does not contain terms or conditions that materially alter, materially add to, or materially reject what is provided for by the MOU, each Party agrees that any Party may withdraw from the MOU. If any Party so determines in its sole discretion under these circumstances to withdraw, it shall provide written notice within ten (10) days of July 31, 2018, or the date the PUC issues its order, whereupon the withdrawing Party shall not be bound by the terms or conditions of the MOU and shall be placed in the position that it occupied before entering into this MOU.

14. For purposes of this MOU, except as expressly stated herein, the Parties retain all authority and reserve all rights to take any actions authorized by law.

15. Nothing in this MOU shall be interpreted as prohibiting or restricting Entergy or NorthStar from complying with any requirements or orders of the NRC, or any obligation under the VY Station operating license. To the extent that Entergy or NorthStar would be required to obtain approval from the NRC in order to fulfill any obligation under this MOU, Entergy and/or NorthStar shall pursue such NRC approvals diligently and in good faith, and shall advance each related request by a date reasonably expected to be necessary to meet its obligations under this MOU.

16. Nothing in this MOU shall release Entergy, NorthStar, or any other party from the obligation to investigate and remediate releases of non-radiological hazardous materials in accordance with Chapter 159 of Title 10 of the Vermont Statutes Annotated and all regulations implementing Chapter 159 of Title 10.

17. Nothing in this MOU shall affect, restrict, or limit the jurisdiction or regulatory authority of any state or federal agencies over Entergy, NorthStar, or the VY Station site.

18. This MOU shall be governed by and construed in accordance with the laws of the State of Vermont. No suit or claim for relief shall be filed in any court or other tribunal or agency other than the PUC, Vermont Superior Court, or the U.S. District Court for the District of Vermont, unless the PUC, Vermont Superior Court, or the U.S. District Court for the District of Vermont lack subject matter jurisdiction over the suit or claim for relief. If none has

subject matter jurisdiction over the suit or claim for relief, the Parties reserve all rights regarding venues for the enforcement of any dispute arising under this MOU.

19. The Parties' obligations under this MOU are to be applied and enforced consistent with the plain meaning of the language used herein.

20. The Parties have made compromises on specific issues to reach this MOU. This MOU, and all orders approving and implementing provisions of this MOU shall not be construed by any party or tribunal as having precedential impact on any future proceedings involving the Parties, except in a proceeding to enforce the terms and conditions of this MOU.

21. Except as provided for in this MOU and as may expressly be modified by any PUC Order regarding the Proposed Transaction to be issued in Docket No. 8880, all other agreements, PUC orders, and MOUs remain in full force and effect. For example, as used in this MOU, the term "site restoration" may apply to the period of time during which radiological decommissioning is being conducted and/or prior to the time radiological decommissioning has been completed to the satisfaction of the NRC, and NorthStar may commence site restoration concurrently with radiological decommissioning. In addition, the AGO hereby provides its written consent to any modifications of obligations owed by Entergy to the AGO pursuant to the Docket No. 7862 Settlement Agreement, to the extent this MOU modifies those provisions.

22. The Parties shall negotiate in good faith the terms of necessary instruments to be filed with the appropriate tribunals necessary to accomplish the terms and conditions of this MOU. The Parties will cooperate in further PUC proceedings in this Docket and all Parties that have submitted testimony will sponsor testimony necessary to support this MOU. DPS will support issuance of the orders and findings of the PUC specified in Paragraph 1 of this MOU subject to DPS' obligations under Title 30 of the Vermont Statutes Annotated.

23. Entergy and NorthStar each covenant that each shall not individually or collectively assert or in any way suggest that federal regulatory authority pre-empts the PUC or any court of law from enforcing any commitment made by any Party in this MOU.

24. Each Party enters into this MOU freely and after opportunity for and actual consultation with all desired counsel, legal and otherwise, of its choice.

25. The Parties understand, agree, and acknowledge that (a) this MOU has been freely negotiated by all Parties; and (b) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this MOU or any of its terms or conditions, there shall not be any inference, presumption, or conclusion drawn whatsoever against any Party by virtue of that Party having drafted this MOU or any portion thereof. The Parties agree that previous drafts, as well as verbal, electronic, or written communications related to the settlement negotiations of this MOU, shall not be used to interpret intent. The Parties further agree that all previous drafts, as well as verbal, electronic, or written communications related to the settlement negotiations of this MOU, were and must remain confidential and not admissible in any state or federal court or other tribunal.

26. Each Party to this MOU shall reasonably and in good faith cooperate in connection with this MOU, including by providing executed versions of documents reasonably requested in connection with carrying out the objectives of this MOU.

27. Each Party represents that it possesses the power and authority to execute, deliver and perform its obligations under this MOU, which obligations are valid, binding, and enforceable under this MOU.

28. This MOU shall be binding on, and inure to the benefit of, the respective successors and assigns of each Party to this MOU and, in any event, shall continue to be binding upon the Parties. Any Party may name a successor or assign its rights under this MOU by providing notice to and receiving consent from the other parties pursuant to Paragraph 29 of this MOU, such consent not to be unreasonably withheld.

29. Any notice given pursuant to this MOU shall be in writing and delivered by: hand (with mailed confirmation copy); receipted overnight delivery service; email (if acknowledged by a reply email from the recipient identified in this MOU); or mail, first class postage prepaid, with receipted delivery, to the other Party at the address set forth below:

If to DPS:

Commissioner
Vermont Department of Public Service
112 State Street - Drawer 20
Montpelier, VT 05620

With a copy to:

Director for Public Advocacy
Vermont Department of Public Service
112 State Street - Drawer 20
Montpelier, VT 05620

and a copy to:

Vermont Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

If to ANR:

Secretary
Vermont Agency of Natural Resources
1 National Life Drive, Davis 2
Montpelier, VT 05620-3901

With a copy to:

General Counsel
Vermont Agency of Natural Resources
1 National Life Drive, Davis 2
Montpelier, VT 05620-3901

and a copy to:

Vermont Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

If to VDH:

Commissioner
Vermont Department of Health
108 Cherry Street
Burlington, VT 05402

With a copy to:

Senior Policy and Legal Advisor
Vermont Department of Health
108 Cherry Street
Burlington, VT 05402

and a copy to:

Vermont Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

If to AGO:

Vermont Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

If to Entergy:

Chief Nuclear Officer
Entergy Nuclear Operations, Inc.
1340 Echelon Parkway
Jackson, MS 30213

With a copy to:

General Counsel
Entergy Nuclear Operations, Inc.
639 Loyola Avenue
New Orleans, LA 70113

If to NorthStar:

Chief Executive Officer
NorthStar Group Services, Inc.
370 7th Avenue, Suite 1803
New York, NY 10001

With a copy to:

General Counsel
NorthStar Group Services, Inc.
35 Corporate Drive, Suite 1155
Trumbull, CT 06611

If to Elnu Abenaki Tribe:

Richard Holschuh
117 Fuller Drive
Brattleboro, VT 05301

If to Abenaki Nation of Missisquoi:

William J. Brotherton
Brotherton Law Firm
2340 FM 407, Suite 200
Highland Village, TX 75077

If to Windham Regional Commission:

Executive Director
Windham Regional Commission
139 Main Street, Suite 505
Brattleboro, VT 05301

If to New England Coalition on Nuclear Pollution, Inc.:

James Dumont
PO Box 229
Bristol, VT 05443

If to Town of Vernon Planning and Economic Development Commission:

David G. Carpenter
Facey Goss & McPhee PC
PO Box 578
Rutland, VT 05702

30. This MOU and any referenced Attachments hereto constitute the entire agreement between the Parties. This MOU shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the Parties.

31. If any part of this MOU is determined not to be valid, such provision shall be null and void and the remainder of the MOU shall continue in full force and effect.

32. This MOU is effective as of March 2, 2018.

[Signature pages follow]

VERMONT DEPARTMENT OF PUBLIC SERVICE

By: _____

Name: JUNE E. TIERNEY

Title: COMMISSIONER

Date: MARCH 2, 2018

VERMONT AGENCY OF NATURAL RESOURCES

By: _____

Name: Julia S. Moore

Title: secretary

Date: 03/02/18

As to the terms of ¶¶ 1, 12, 13, 21, 22, 25-27 only and otherwise as to form:

VERMONT ATTORNEY GENERAL'S OFFICE

By: _____

Name: Thomas J. Donovan, Jr.

Title: A.G.

Date: 3/2/18

ENTERGY NUCLEAR VERMONT YANKEE, LLC

By: _____

Name: PAUL PARADIS

Title: PRESIDENT

Date: 3/2/18

ENTERGY NUCLEAR VERMONT INVESTMENT COMPANY, LLC

By: _____

Name: PAUL PARADIS

Title: PRESIDENT

Date: 3/2/18

ENTERGY NUCLEAR OPERATIONS, INC.

By: _____

Name: _____

Title: _____

Date: _____

ENTERGY NUCLEAR VERMONT YANKEE, LLC

By: _____

Name: _____

Title: _____

Date: _____

ENTERGY NUCLEAR VERMONT INVESTMENT COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____

ENTERGY NUCLEAR OPERATIONS, INC.

By: _____

Name: T. Michael Twomey

Title: Vice President

Date: March 2, 2018

NORTHSTAR DECOMMISSIONING HOLDINGS, LLC

By: _____

Name: Scott E. State

Title: CEO

Date: 3/1/2018

NORTHSTAR GROUP HOLDINGS, LLC

By: _____

Name: Scott E. State

Title: CEO

Date: 3/1/2018

NORTHSTAR NUCLEAR DECOMMISSIONING COMPANY, LLC

By: _____

Name: Scott E. State

Title: CEO

Date: 3/1/2018

NORTHSTAR GROUP SERVICES, INC.

By: _____

Name: Scott E. State

Title: CEO

Date: 3/1/2018

LVI PARENT CORP.

By: _____

Name: Scott E. State

Title: CEO

Date: 3/1/2018

ELNU ABENAKI TRIBE

By: Richard Holschuh

Name: Richard Holschuh

Title: Appointed Liaison – Elnu Abenaki Tribe

Date: March 2, 2018

ABENAKI NATION OF MISSISQUOI

By: /s/_William J. Brotherton

Name: William J. Brotherton

Title: Counsel

Date: March 2, 2018

WINDHAM REGIONAL COMMISSION

By: _____

Name: L. Christopher Campany

Title: Executive Director

Date: March 2, 2018

NEW ENGLAND COALITION ON NUCLEAR POLLUTION, INC.

By: _____

Name: JAMES A DUMONT

Title: Attorney for NEC

Date: 3/2/18

TOWN OF VERNON PLANNING AND ECONOMIC DEVELOPMENT COMMISSION

By: Robert L. Spencer

Name: Robert L. Spencer

Title: Chair

Date: March 2, 2018

DRAFT

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

« »
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

DRAFT

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User Notes: (2052737895)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

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User Notes: (2052737895)

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- **.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- **.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- **.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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User Notes: (2052737895)

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

DRAFT

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User Notes: (2052737895)

Attachment 2

Irrevocable
Standby Letter of Credit No. _____

Beneficiary:

Applicant:

Date of Issue:

Date and Place of Expiry:

Amount:
Not Exceeding USD $25,000,000 Twenty-Five Million and 00/100 United States Dollars.

WE HEREBY ESTABLISH THIS IRREVOCABLE LETTER OF CREDIT IN FAVOR OF THE AFORESAID ADDRESSEES (EACH, THE "BENEFICIARY") FOR DRAWINGS UP TO UNITED STATES DOLLARS TWENTY-FIVE MILLION AND 00/100 EFFECTIVE IMMEDIATELY. THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT [BANK NAME], [BANK ADDRESS] AND EXPIRES WITH OUR CLOSE OF BUSINESS ON _____.

THE TERM "BENEFICIARY" INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF EACH NAMED BENEFICIARY INCLUDING, WITHOUT LIMITATION, ANY LIQUIDATOR, REHABILITATOR, RECEIVER OR CONSERVATOR.

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT(S) DRAWN ON US, INDICATING OUR CREDIT NO. _____ FOR ALL OR PART OF THIS CREDIT IF PRESENTED AT OUR OFFICE SPECIFIED IN PARAGRAPH ONE ON OR BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE. ANY ONE BENEFICIARY OR COMBINATION OF BENEFICIARIES, ACTING INDIVIDUALLY OR COLLECTIVELY, MAY DRAW ON THIS LETTER OF CREDIT IN FULL OR IN PART, AND ANY ACTION TAKEN BY ANY OR ALL BENEFICIARIES HEREUNDER SHALL BIND EACH OF THEM.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE OBLIGATION OF [BANK] UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF [BANK], AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY YOU BY REGISTERED MAIL THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND 2007 REVISION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION 600) AND, IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL. IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS DESCRIBED IN ARTICLE 36 OF SAID PUBLICATION 600, THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THIS CREDIT IS DRAWN AGAINST WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF BUSINESS.

[BANK NAME]

_____

NAME:
TITLE:

SUPPORT AGREEMENT BETWEEN NORTHSTAR GROUP SERVICES, INC. AND NORTHSTAR VERMONT YANKEE, LLC

THIS SUPPORT AGREEMENT (this "Agreement"), dated as of _____, 2018, is made by and between NorthStar Group Services, Inc., a Delaware corporation ("Parent"), and NorthStar Vermont Yankee, LLC a Delaware limited liability company f/k/a Entergy Nuclear Vermont Yankee, LLC (the "Subsidiary").

WITNESSETH:

WHEREAS, Parent is the indirect owner of 100% of the outstanding interests in the Subsidiary;

WHEREAS, the Subsidiary owns the Vermont Yankee Nuclear Power Station, located in Vernon, Vermont ("VYNPS"), Renewed Facility Operating License No. DPR-28 on the basis of which the Subsidiary and NorthStar Nuclear Decommissioning Company, LLC, a Delaware limited liability company, under the ownership of Parent, are authorized to own, possess maintain and decommission the VYNPS facilities and nuclear material (the "NRC License"); and

WHEREAS, Parent and the Subsidiary desire to take certain actions to assure the Subsidiary's ability to pay the expenses of maintaining and decommissioning VYNPS safely and protecting the public health and safety and to meet Nuclear Regulatory Commission ("NRC") requirements and State of Vermont requirements until the NRC License is terminated (the "NRC Requirements") and site restoration under state-law requirements is complete (the "Operating Costs").

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Availability of Funding; Use of Proceeds*. From time to time, upon request of the Subsidiary, Parent shall provide or cause to be provided to the Subsidiary such funds as the Subsidiary determines to be necessary to pay the Operating Costs; provided, however, in any event the aggregate amount which Parent is obligated to provide under this Agreement shall not exceed $140 million.
2. *No Guarantee*. This Support Agreement is not, and nothing herein contained, and no action taken pursuant hereto by Parent shall be construed as, or deemed to constitute, a direct or indirect guarantee by Parent to any person of the payment of the Operating Costs or of any liability or obligation of any kind or character whatsoever of the Subsidiary. This Agreement may, however, be relied upon by the NRC in determining the financial qualifications of the Subsidiary to hold the NRC License.

3. *Waivers*. Parent hereby waives any failure or delay on the part of the Subsidiary in asserting or enforcing any of its rights or in making any claims or demands hereunder.

4. *Amendments and Termination*. This Agreement may not be amended or modified at any time without 30 days' prior written notice to the NRC and written notice to the Vermont Department of Public Service, the Vermont Agency of Natural Resources, and the Vermont Attorney General's Office. This Agreement shall terminate at such time as Parent or any affiliate is no longer the direct or indirect owner of any of the shares or other ownership interests in the Subsidiary. This Agreement shall also terminate with respect to the Operating Costs and the NRC Requirements applicable to VYNPS at such time as the NRC License is terminated for all areas of the VYNPS site and the Vermont Agency of Natural Resources has determined that site restoration is complete.

5. *Successors*. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

6. *Third Parties*. Except as expressly provided in Sections 2 and 4 with respect to the NRC and the State of Vermont, this Agreement is not intended for the benefit of any person other than the parties hereto, and shall not confer or be deemed to confer upon any other such person any benefits, rights, or remedies hereunder.

7. *Governing Law*. This Agreement shall be governed by the laws of the State of Delaware.

8. *Subsidiary Covenants*. The Subsidiary shall take no action to (a) cause Parent, or its successors and assigns, to void, cancel or otherwise modify its $140 million support commitment hereunder; (b) cause Parent to fail to perform its commitments hereunder or (c) impair Parent's performance hereunder, or remove or interfere with the Subsidiary's ability to draw upon Parent's commitment, in each case, without the prior written consent of the NRC's Director of the Office of Nuclear Reactor Regulation. Further, the Subsidiary shall inform the NRC in writing any time that it draws upon the $140 million commitment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NorthStar Group Services, Inc.

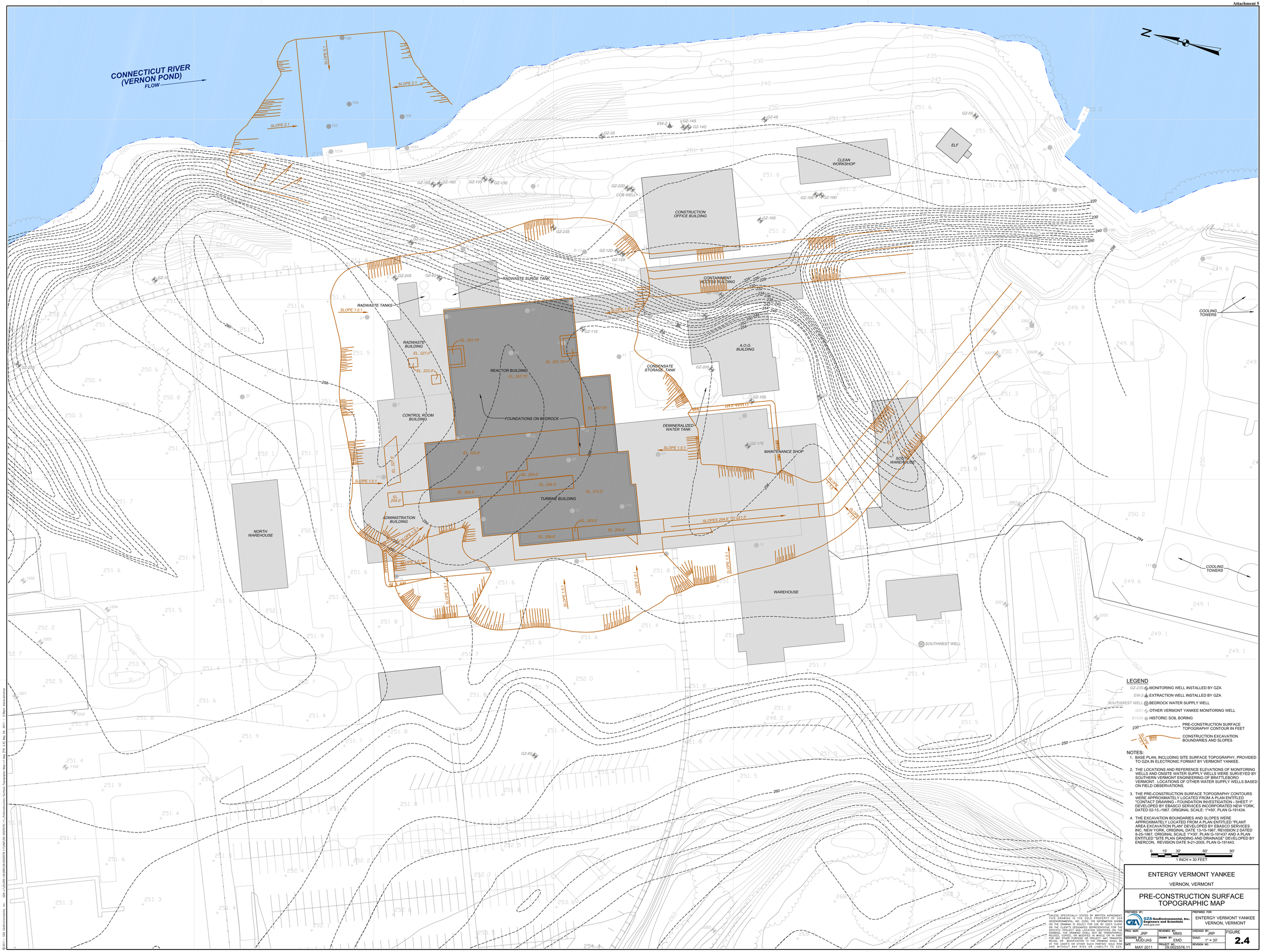
By:
Name:
Title:

NorthStar Vermont Yankee, LLC

By:
Name:
Title:

PROGRAM SUMMARY

Description	Zurich Environmental (Steadfast Insurance Company) (Non-Admitted)
Policy Term	Nine (9) Year Term
Policy Limit Options - Per claim and aggregate	**Primary (Zurich):** $25,000,000 per claim/aggregate $50,000 Crisis Management Expense Aggregate $50,000 Green Remediation Aggregate $50,000 Green Standards Aggregate **Excess (Beazley):** $5,000,000 aggregate (excess of $25,000,000)
Defense Expense	Included in the limit of liability
Deductible	$1,000,000 each pollution event deductible
Retroactive Dates	N/A
Total Program Cost (Flat Premium)	[redacted]
TRIA	1% Additional Premium
Additional Surplus Lines Tax/Fees	• VT State Surplus Lines Tax: 3% of gross premium and insurer fees only • VT Stamping Fee: 0
New Day Policy Fee	Waived *Note: Can be waived if Alliant Insurance Services executes the surplus lines filings.*



LEGEND

- GZ-23S — MONITORING WELL INSTALLED BY GZA
- EW-2 — EXTRACTION WELL INSTALLED BY GZA
- SOUTHWEST WELL — BEDROCK WATER SUPPLY WELL
- 3201 — OTHER VERMONT YANKEE MONITORING WELL
- B103A — HISTORIC SOIL BORING
- 230 — PRE-CONSTRUCTION SURFACE TOPOGRAPHY CONTOUR IN FEET
- SLOPE 1.5:1 — CONSTRUCTION EXCAVATION BOUNDARIES AND SLOPES

NOTES:

1. BASE PLAN, INCLUDING SITE SURFACE TOPOGRAPHY, PROVIDED TO GZA IN ELECTRONIC FORMAT BY VERMONT YANKEE.
2. THE LOCATIONS AND REFERENCE ELEVATIONS OF MONITORING WELLS AND ONSITE WATER SUPPLY WELLS WERE SURVEYED BY SOUTHERN VERMONT ENGINEERING OF BRATTLEBORO VERMONT. LOCATIONS OF OTHER WATER SUPPLY WELLS BASED ON FIELD OBSERVATIONS.
3. THE PRE-CONSTRUCTION SURFACE TOPOGRAPHY CONTOURS WERE APPROXIMATELY LOCATED FROM A PLAN ENTITLED "CONTACT DRAWING - FOUNDATION INVESTIGATION - SHEET 1" DEVELOPED BY EBASCO SERVICES INCORPORATED NEW YORK, DATED 02-15,-1967, ORIGINAL SCALE: 1"=50', PLAN G-191434.
4. THE EXCAVATION BOUNDARIES AND SLOPES WERE APPROXIMATELY LOCATED FROM A PLAN ENTITLED "PLANT AREA EXCAVATION PLAN" DEVELOPED BY EBASCO SERVICES INC. NEW YORK, ORIGINAL DATE 13-15-1967, REVISION 2 DATED 8-25-1967, ORIGINAL SCALE 1"=30', PLAN G-191437 AND A PLAN ENTITLED "SITE PLAN GRADING AND DRAINAGE" DEVELOPED BY ENERCON, REVISION DATE 9-21-2005, PLAN G-191443.

ENTERGY VERMONT YANKEE

VERNON, VERMONT

PRE-CONSTRUCTION SURFACE TOPOGRAPHIC MAP

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING MAY NOT BE USED, REPRODUCED, REUSED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR OTHER SUCH PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR: ENTERGY VERMONT YANKEE VERNON, VERMONT	
PROJ. MGR.: JRP	REVIEWED BY: RMS	CHECKED BY: JRP	FIGURE 2.4
DESIGNED BY: MDUJAS	DRAWN BY: EMD	SCALE: 1" = 30'	
DATE: MAY 2011	PROJECT NO.: 09.0025576.11	REVISION NO.:	

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\25-000-26.999\09.0025576.11\CAD\09-0025576-11_PreConstruction-Surface-Topography-Map-v1.dwg [TIG 2.5] May 04, 2011 - 3:36pm erica.donohue

PUC Case No. 8880 - SERVICE LIST

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