



# VERMONT

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## DEPARTMENT OF PUBLIC SERVICE

### SECOND REQUEST FOR PROPOSALS

For

**Nuclear Project and Financial Review**

**For Vermont Yankee Nuclear Power Plant Decommissioning**

**Issue Date:** February 7, 2019  
**Response Due Date:** February 28, 2019 at 4:30 PM

**Department Contact:** Allison Bates Wannop  
Special Counsel  
Vermont Department of Public Service  
112 State Street  
Montpelier, VT 05620-2601  
Phone: (802) 828-5543  
Email: [allison.wannop@vermont.gov](mailto:allison.wannop@vermont.gov)

**VERMONT DEPARTMENT OF PUBLIC SERVICE  
SECOND REQUEST FOR PROPOSALS**

**NUCLEAR PROJECT REVIEW AND FINANCIAL ANALYSIS RELATING TO  
NUCLEAR DECOMMISSIONING**

February 7, 2019

**BACKGROUND**

The Vermont Department of Public Service (Department), which represents the Vermont public interest in utility cases, is soliciting proposals from qualified entities to conduct ongoing, years-long project review and financial analysis relating to the decommissioning of the Vermont Yankee Nuclear Power Station (VY Station), located in Vernon, Vermont. The VY Station was owned by Entergy Nuclear Vermont Investment Company, LLC (ENVIC), until January 11, 2019, when the sale of the VY Station to NorthStar Decommissioning Holdings, LLC (NorthStar) was completed. This transfer occurred following approvals from the Nuclear Regulatory Commission (NRC) and the Vermont Public Utility Commission (VPUC) in October 2018 and December 2018, respectively. As a result of that transaction, NorthStar is responsible for and has proposed a plan to conduct radiological and non-radiological decommissioning and site restoration at the VY Station.

The Department and other Vermont state agencies with relevant authority entered into a memorandum of understanding (MOU) with Entergy and NorthStar, and their relevant corporate affiliates, and other stakeholders in March 2018. That MOU, along with the Department's statutory authority, grants the Department oversight authority regarding the technical status of the decommissioning as well as the financial health of the decommissioning funding sources and of NorthStar. In short, the Department's oversight is focused on determining whether the decommissioning is on time and on budget, and early identification of any issues. The selected consultant(s) will work in conjunction with the Department's nuclear decommissioning coordinator.

Interested parties are invited to respond either in part or in the entirety to this Request for Proposals (RFP). This RFP involves financial analysis and nuclear project review functions that may not reside with one company. This RFP refers to parties submitting responses as "respondents." The selected respondent is referred to as the "consultant," with the singular including the plural. **The Department will accept proposals that respond to either a portion or all of the subject areas, and respondents will not need to respond to all of the subject areas to be considered. If you respond to only a portion of this RFP, please clearly indicate which portions of this RFP your response covers.** The Department may award contracts to multiple respondents.

**Proposals are due by 4:30 p.m., Friday, February 28, 2019**, with the goal of finalizing a contract in early 2019. **Respondents should also include times they are available for an initial video interview March 6-8, 2019.** The selected respondent(s) should be available to begin work immediately after finalization of the contract. There is no guarantee, express or implied, regarding the Department's future needs. The Department retains the discretion to hire alternative or additional consultants during the contract period. The Department anticipates that the contract

period will last through site restoration, which NorthStar projects to complete as early as 2026. Work will be needed on monthly, annual, and as needed bases. A signed original, two (2) hard copies, and one (1) electronic copy of the proposal must be delivered to the Department.

Proposals should be addressed to:

Allison Bates Wannop, Esq.  
Vermont Department of Public Service  
112 State Street  
Montpelier, VT 05620-2601  
Phone: (802) 828-5543  
[allison.wannop@vermont.gov](mailto:allison.wannop@vermont.gov)

## SCOPE OF WORK

The Department seeks a qualified firm or firms to assist it in overseeing the timely and cost-effective decommissioning of the Vermont Yankee Nuclear Power Station. The scope of work tracks the Department's review, oversight, and approval authorities outlined in the MOU, and the MOU is attached to this RFP. This RFP only relates to the **Department's oversight role**, and does not relate to the oversight exercised under the MOU or any other authority by other state entities. The scope of work may be subject to change based on information or events that transpire during decommissioning. **Respondents may respond to one or more of the areas of work listed below.** The below categories are intended to be instructive rather than clean divisions; in actuality, there will likely be overlap between these categories.

### **I. Nuclear Decommissioning Project Review**

- (1) Review Work Performed to Confirm That Work Has Been Completed As Represented and Complies with Applicable Standards:
  - a. Visit the site as needed to confirm work has been completed as represented.
  - b. Work with Financial Review team(s) to confirm that requested disbursements from the site restoration trust account are funds to be used solely to pay for site restoration costs, and assist in preparing objections to disbursements, where warranted.
- (2) Review the Annual Public Certification (See MOU § 2.h)
  - a. Confirm that work has been completed as represented, and compare to schedule of work remaining.
  - b. Work with Financial Review team(s) to confirm sufficiency of remaining funds and reasonability of estimated costs to complete remaining work.
- (3) Review Reasonability of Invoiced Material, Work, and Services.
  - a. Review monthly summaries of expenditures for reasonability, in coordination with Financial Review team(s). See MOU § 2.f.
  - b. Annually review reasonability of disbursements from the nuclear decommissioning and site restoration trust funds for reasonability of work performed, in coordination with Financial Review team(s). See MOU § 2.i.
- (4) Advise Department on Risk Profile of Various Stages of Decommissioning and Tasks in the NorthStar Pay-Item Disbursement Schedule.
- (5) Conduct Reviews Related to the Department's Supplemental Oversight Authority
  - a. Coordinate with Vermont state agencies with overlapping authority, primarily the Vermont Agency of Natural Resources, to confirm that decommissioning work is being performed in accordance with site restoration and cleanup standards set by the MOU and applicable law; and
  - b. Review results of NRC-mandated radiological monitoring and final survey status analyses.

**Nuclear experience is required.** See "Proposal Format," below for additional information.

## **II. Financial Review of Decommissioning**

### **(1) Review Financial Performance of Decommissioning Project Against Projections:**

The consultant will advise the Department on the past performance and future projections of the cost of the decommissioning project relative to NorthStar estimates. This advice will be based in part on the review of documentation that NorthStar is required to provide to the Department under the MOU. Among other things, the consultant will:

- a. Review monthly summaries of expenditures on the site, and inspect books and expenditures as necessary;
- b. Compare monthly summaries of expenditures against the NorthStar pay-item disbursement schedule;
- c. Review annually submitted schedule of historic and projected disbursements from the nuclear decommissioning trust and site restoration trust funds, including revised decommissioning cost estimates;
- d. Review annually submitted variance analysis that compares actual disbursements made in the previous year to estimated disbursements from the previous year's forecasting; and
- e. Review annual descriptions of the work completed and remaining relative to the funds remaining for site restoration.

## **III. Financial Review of NorthStar and Financial Assurances**

### **(1) Review Continuing Financial Health of NorthStar and its Affiliates:** The consultant will analyze and advise the Department concerning the overall financial health of NorthStar and its affiliates, beyond the specific context of the VY Station decommissioning project. This advice will be based in part on the review of documentation that NorthStar is required to provide to the Department under the MOU. Among other things, the consultant will:

- a. Review annually submitted financial statements for NorthStar Group Holdings, LLC and NorthStar Group Services, Inc. (See MOU § 2.i); and
- b. Review periodic notifications from NorthStar regarding its ability to fund the Support Agreement (MOU § 2.b), adverse financial events, and organizational changes among the relevant NorthStar corporate entities.

### **(2) Review Continuing Status, Strength, and Availability of Financial Assurances:** The consultant will advise the Department on the status of the various financial assurance mechanisms established by the MOU, including whether the conditions in the MOU for the creation or release of a given assurance mechanism have been met. Among other things, the consultant will:

- a. Review annual statements of the nuclear decommissioning trust and site restoration trust balances;
- b. Review periodic notifications from NorthStar regarding draws on the parent Support Agreement provided as a financial assurance by NorthStar Group Services, Inc.; and
- c. Determine whether the value of the nuclear decommissioning trust is greater than the remaining estimated decommissioning and site restoration costs, such that certain of the financial assurances are released under the terms of

the MOU.

- (3) Monitor and Review Deployment of MOU Financial Assurances: The MOU provides the Department with the authority both to recommend use of certain of the financial assurance mechanisms and to object to use of other of those mechanisms. The consultant will advise the Department in its exercise of these authorities and, among other things, will:
- a. Evaluate whether additional work is needed to complete site restoration such that it is appropriate to make a determination to that effect in support of a potential PUC order to disburse funds under the Support Agreement;
  - b. Evaluate NorthStar requests for withdrawals from the escrow account set up by NorthStar under the MOU; and
  - c. Work with Nuclear Project Review team to confirm that disbursements from the site restoration trust account are funds to be used solely to pay for site restoration costs, and assist in preparing objections to disbursements, where warranted.

#### **IV. General Tasks**

- (1) Ability to review effects of adverse events (e.g., accidents, bankruptcy) on NorthStar's ability to complete license termination and site restoration.
- (2) Review and revise filings drafted by the Department for submission to regulatory bodies and state agencies.
- (3) Provide written and live testimony regarding the work performed.

#### **DELIVERABLES**

The primary, regularly occurring work under the MOU will be: (1) reviewing monthly summaries of expenditures (MOU § 2.f); (2) reviewing the annual public certification due annually on March 31 (MOU § 2.h), and (3) reviewing the financial disclosures and reports due annually on March 31 (MOU § 2.i). The consultant will provide reports of these reviews. These reports will outline the review and conclusions regarding the status of the decommissioning in relation to remaining decommissioning and site restoration activities, remaining project costs, and remaining funds to address those costs. Reports should document the scope of the review, and should specify areas of inquiry, responses, and resolution (if any). The report should also make any further recommendations, as necessary, based on information learned during the course of the review. This will likely involve working with counsel to finalize drafts for wider dissemination.

If the consultant concludes that the project is at risk of departing from its projected timeline or budget, further analysis and recommendations could be needed. In this event it is also possible that the consultant would need to provide written and/or live testimony before the VPUC, the NRC, and/or the Vermont legislature.

The following items and activities will be required, as necessary, throughout the decommissioning:

1. Preparation of a work plan and work schedule that allows time for Department technical and legal staff to review the consultant's work in advance of filing or submission;

2. Preliminary identification and assessment of issues, risks, and proposed solutions and recommendations;
3. Early identification of issues affecting NorthStar's ability to perform its obligations;
4. Providing written and/or live testimony describing methodology, materials reviewed, conclusions, and recommendations with supporting analysis;
5. Assisting Department staff in reviewing and preparing responses to filings and requests made by other parties and the public;
6. Providing support to Department staff in preparing reports and legal filings for submission to regulatory commissions, the public, other state agencies, and NorthStar.

The consultant should be prepared to provide multiple electronic (original source applications and .pdf) and hard copies of written products submitted to the Department or to be filed with the NRC or the VPUC. The consultant will be required to maintain the confidentiality of specified information and documents.

#### **SCHEDULE**

The consultant selected for this work must be able to begin work upon award of the contract. The Department anticipates that oversight will be needed possibly in early 2019, and will continue throughout the decommissioning process.

#### **SETTING**

The consultant is expected to review the project's status and conduct financial reviews, while documenting their findings in a report on a monthly, annual, and as needed basis. If the circumstances warrant based on the consultant's findings, the consultant could be expected to assist Department staff in a litigation posture, including by assisting in the drafting of case filings and written discovery requests. The consultant may be expected to provide testimony and exhibits presenting the results of its work, and to defend that work through discovery responses, depositions, and cross-examination testimony. The consultant may be expected to testify in person at evidentiary hearings in Montpelier, Vermont, and to assist the Department in preparing for the examination of other witnesses. The consultant may also be expected to assist in the preparation of proposed findings as a part of legal briefing. Testimony before the Vermont legislature and attendance at citizen meetings may also be necessary.

#### **OVERSIGHT**

The contract will be managed by Allison Wannop, Special Counsel. Other Department personnel will be available for guidance and collaboration on related issues, proposed conclusions, policy formulation and articulation, and the drafting and filing of legal documents.

#### **PROPOSAL FORMAT**

All responses to this RFP must include the following information:

1. A brief description of the firm, which includes its history, organizational structure, and qualifications of relevant professional staff, including names and resumes with detailed qualifications and levels of competence of all individuals proposed to perform services. Subcontractors, if any, must be listed, including the firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning the subcontractor's organization and abilities.
2. A list with the names, phone numbers, and email addresses of personnel authorized to negotiate the proposed contract with the Department. All proposals must be signed by a duly authorized representative of the party (or parties) submitting the proposal.
3. A statement that identifies which area(s) from the Scope of Work the respondent is responding to.
4. A list of recent work performed, particularly including contracts with or appearances relating to nuclear decommissioning and before utility regulatory agencies (if any), with a short narrative explaining the nature and extent of each such engagement. In the case of sworn testimony and depositions, please include a comprehensive list of all such proceedings, including docket numbers of any contested cases, as well as the name and telephone number of a reference person familiar with the respondent's work.
5. A discussion of the respondent staff's expertise and experience relevant to the subject matter of this RFP. **Nuclear experience is required for those responding to the "Nuclear Project Review" section of this RFP.** If the respondent has nuclear experience in an area other than decommissioning, the respondent should provide an explanation of how its experience enables it to exercise the necessary decommissioning project review oversight.
6. A description of all known or probable scheduling constraints or limitations on staff availability within the timeframe of the contract.
7. The consultant will be compensated on a time and material basis. Please indicate the following:
  - a. An estimated cost (presented on a monthly or annual basis) for the reviews described in MOU §§ 2.f, 2.h-i and described in the "Deliverables" section, given the portion(s) of this RFP to which the respondent is responding.
  - b. Fees for staff time, showing the level of staff to be assigned, titles, and hourly rates;
  - c. Travel expenses, including estimated transportation costs, lodging and subsistence, including all-in costs to attend meetings in Montpelier, Vermont; and
  - d. Description of all overhead and other costs that may be billed.
8. A declaratory statement regarding respondent's past, current and anticipated relationships, obligations and commitments with any entity engaged in developing, constructing, operating, maintaining, and/or monitoring any utility facilities in Vermont, or with companies affiliated with NorthStar Decommissioning Holdings, LLC, NorthStar Group Holdings, LLC, LVI Parent Corp., NorthStar Group Services, Inc., NorthStar Nuclear Decommissioning Company, LLC, NorthStar Vermont Yankee, LLC (formerly, Entergy Nuclear Vermont Yankee, LLC), Entergy Nuclear Vermont Investment Company, LLC, Entergy Nuclear Operations, Inc., or Entergy Corporation.



9. If the consultant is involved in any way in any litigation, arbitration, mediation, or other dispute resolution process to which the State of Vermont is a party, please identify the matter (including docket number) and describe the involvement.

#### **EVALUATION CRITERIA**

The Department will evaluate all responses received based upon its assessment of the qualifications of the individuals proposed to perform the work, the relevance of previous experience, the reasonableness of cost, the completeness and quality of the responses, and any other criteria it deems relevant. Acceptance or rejection of any or all proposals will be determined by the exercise of the Department's sole discretion. All proposals are subject to an evaluation by the Department and/or non-departmental reviewers. The Department reserves the right (but in no way is obligated) to interview the top prospective candidates to aid in the selection process.

#### **PERFORMANCE MEASURES**

Any contract with the State of Vermont is required to have some form of performance measures. In the contract resulting from this RFP, the Department expects that such measures will consist of (1) timely filing of monthly and annual analyses, and (2) the consultant's prompt response to Department requests. Such performance measures would assume a reasonable amount of response time, taking into account holidays, advance notification of key personnel vacation, etc. Respondents are encouraged, but not required, to suggest reasonable performance measures in the response to this RFP, which the Department may, at its discretion, incorporate into a resulting contract.

#### **REQUIREMENTS**

All proposals must be received no later than 4:30 p.m., February 28, 2019, in hard copy and in electronic format.

One (1) signed original, and two (2) additional hard copies should be sent to:

Allison Wannop  
Vermont Public Service Department  
112 State Street – Drawer 20  
Montpelier, VT 05620-2601

Electronic copies should be sent to:

Allison.wannop@vermont.gov

The Department reserves the right to accept or reject any or all bids. The proposals will be evaluated by the Department's technical and legal staff. If a respondent is selected, it will be invited to negotiate a contract.

### **QUESTIONS CONCERNING RFP**

Questions about this RFP should be directed to:

Allison Bates Wannop  
Special Counsel  
Vermont Public Service Department  
112 State Street  
Montpelier, VT 05620-2601  
Phone: (802) 828-5543  
Email: [Allison.wannop@vermont.gov](mailto:Allison.wannop@vermont.gov)

or

Sean Foley  
Assistant Director of Finance and Economics  
Vermont Department of Public Service  
112 State Street  
Montpelier, VT 05620-2601  
Phone: (802) 828-4080  
Email: [Sean.Foley@vermont.gov](mailto:Sean.Foley@vermont.gov)

### **GENERAL TERMS AND CONDITIONS**

1. The consultant awarded this contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. Registration instructions may be found at: <https://www.sec.state.vt.us/corporationsbusiness-services/start-or-register-a-business.aspx> or by contacting the Corporations Division at 128 State Street, Montpelier, VT 05633-1104 or by telephone at (802) 828-2386. The Department will not execute the contract until the consultant is registered with the Secretary of State's Office.
2. Respondents' technical proposals become public records and may become available for public review and inspection upon execution of a contract. The contents of the successful respondent's proposal, as accepted by the Department, may become part of the contract awarded as a result of this process. If any bidding party wishes to submit confidential information, all such information must be clearly designated and include an explanation for the designation.
3. The Department reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and technicalities, or to cancel this RFP in part or in its entirety if it is in the best interests of the State.
4. The Department shall not be responsible for any costs incurred by any party in preparation of any proposal submitted in response to this RFP.

5. News releases pertaining to this RFP, contract award, or the project shall not be made without prior written approval from the Department.
6. All parties submitting proposals shall be Equal Opportunity Employers. During the duration of the performance of the contract, the consultant will be expected to comply with all federal, state, and local laws respecting non-discrimination in employment.
7. All proposals and deliverables become the property of the Department upon submission. Unselected proposals may be destroyed or returned to the bidder at the Department's discretion. This solicitation for proposals in no way obligates the Department to award a contract.
8. The Department assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective consultants and their subcontractors or successors, by their participation in the RFP process, shall indemnify, save, and hold the Department and its employees and agents free and harmless from all lawsuits, causes of action, debts, rights, judgments, claims, demands, damages, losses and expenses of whatsoever kind of law or equity known or unknown, foreseen or unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a consultant and any action brought by an unsuccessful respondent.
9. The selected respondent shall furnish any available information in its possession to the Department upon request, if relevant to the project.
10. The selected respondent will be required to enter into a standard Vermont State Contract, which will include all conditions included in the standard "Attachment C" form, which is attached to this RFP.

#### **ATTACHMENTS**

- i. Attachment C: Standard State Contract Provisions (Revised December 15, 2017)
- ii. Memorandum of Understanding in Vermont Public Utility Commission Docket 8880 (March 2, 2018)

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains

the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this

Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit the Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** The Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. The Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. The Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. The Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. The Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. The Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) The Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

The Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, the Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** The Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other party without the prior written approval of the State. The Party shall be responsible and liable to the State for all acts or omissions of subcontractors

and any other person performing work under this Agreement pursuant to an agreement with the Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

The Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** The Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** The Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** The Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither the Party nor the Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

The Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, the Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** The Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** The Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.



**26. Marketing:** The Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to the Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must

be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, the Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

### **32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If the Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, the Party certifies that none of these State funds will be used to interfere with or restrain the exercise of the Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, the Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

# Memorandum of Understanding



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,<sup>3</sup> 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

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<sup>3</sup> 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<sup>4</sup> 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

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<sup>4</sup> 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<sup>5</sup>—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.<sup>6</sup> 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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<sup>5</sup> 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.

<sup>6</sup> 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]*