

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

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

**ENTERGY PETITIONERS’ OBJECTION TO THE PUBLIC UTILITY COMMISSION’S
PROPOSED RETENTION OF A CONSULTANT**

Entergy Nuclear Vermont Investment Company, LLC and Entergy Nuclear Operations, Inc. (together, “Entergy Petitioners”) respectfully submit this objection to the Public Utility Commission’s (“Commission”) proposed retention of a consultant in this Docket. *First*, the role that the Commission contemplates for this consultant improperly goes beyond what has traditionally been allowed for a non-testifying consultant. *Second*, and in any event, the Commission has not afforded any opportunity for the parties to assess, before the prospective consultant is retained, whether the prospective consultant has a bias.

**I. THE ROLE CONTEMPLATED FOR THE COMMISSION’S CONSULTANT IS
BROADER THAN WHAT PRECEDENT HAS ALLOWED**

Entergy Petitioners recognize that 30 V.S.A. § 20(a)(1) authorizes the Commission (and the Department of Public Service) to retain “expert witnesses” and/or non-testifying “advisors,” and that the Commission’s precedent likewise observes this distinction. *See, e.g., Petitions of Vermont Electric Power Co. (VELCO) et al.*, Docket 6860, Order of 4/8/2004, 2004 WL 834736. But neither the statute nor the Commission’s precedent addresses the permissible scope of a non-

testifying advisor's or consultant's role. As shown below, precedent from the Vermont Supreme Court and other jurisdictions instructs that the role contemplated for the Commission's non-testifying consultant here is impermissibly broad.¹

The Vermont Supreme Court has emphasized the importance of allowing the parties to probe evidence upon which the Commission (or its predecessor, the Public Service Board) may rely in reaching a decision. In *In re Petition of Twenty-Four Vermont Utilities*, 159 Vt. 339, 618 A.2d 1295 (1992), for example, the Court disapproved the Board's reliance on "data and programs not in evidence," *id.* at 349, and the Board's creation from a party's spreadsheets of "evidence that went beyond recalculation," *id.* at 350. As the Court explained, "the process used by the Board made it impossible for intervenors to challenge the weight, accuracy and reliability of the output information before the Board made findings relying on it." *Id.* at 351; *see also Petition of Green Mountain Power Corp.*, 131 Vt. 284, 304-05, 305 A.2d 571, 583 (1973) (expressing concern that "no notice was given to the parties of the material noticed by the Board before or during the hearings, and, in addition, the parties were not given an opportunity to contest the material noticed").

The same concern is presented by the Commission's proposal in this Docket to retain a consultant and to give that consultant the sweeping mandate "to review, assess, and analyze the filed testimony and exhibits of multiple parties in this case related to the costs and benefits of various decommissioning proposals and *communicate with the PUC concerning the consultant's*

¹ Moreover, 3 V.S.A. § 810(1) requires, aside from exceptions not relevant here, that Vermont administrative agencies follow the rules of evidence that govern proceedings in civil courts of the State. 30 V.S.A. § 20 does not exempt persons appointed under that provision from the rules of evidence.

analysis and conclusions,” Public Utility Commission, Request for Proposals at 1 (“RFP”) (undated; transmitted by email dated Oct. 31, 2017 from Judith C. Whitney to Joslyn L. Wilschek and Sanford I. Weisburst) (emphasis added) (attached as Exhibit A hereto). The Commission’s RFP states that “[t]his assignment will not require the consultant to prepare testimony or to testify at any evidentiary hearing.” *Id.* at 2.² Thus, the parties will have no opportunity to probe the consultant’s analysis and conclusions.³

The prejudice to the parties from denying them a forum to probe the views of the consultant is especially severe because “a technical advisor is brought in precisely because the [Commission] is not familiar with the complex, technical issues presented in the case,” *Ass’n of Mexican-Am. Educators v. State of California*, 231 F.3d 572, 614 (9th Cir. 2000) (*en banc*) (Tashima, J.,

² See also Letter from George Young to John Marshall, Sanford I. Weisburst, and Joslyn L. Wilschek dated Oct. 30, 2017 (“[T]he consultant will assist the Commission in assessing the costs and benefits of various decommissioning alternatives proposed by the parties to the extent they relate to matters within the jurisdiction of the Commission in this case.”).

³ Commission staff are State employees subject to the requirements of the Vermont Personnel Policy and Procedure Manual. See, e.g., Section 3.01 (“Every employee ... shall pursue the common good and shall uphold the public interest, as opposed to personal or group interests.”), available at http://humanresources.vermont.gov/sites/dhr/files/Documents/Policy%20Manual/DHR-Personnel_Policy_and_Procedure_Manual.pdf. A temporary consultant, by contrast, will likely have commercial, reputational, and perhaps other interests separate from the “common good” and the “public interest.” Such interests could be prejudicial to those of one or more parties to this proceeding and therefore should be subjected to examination by the parties to ensure a fair process.

Additionally, the Commissioners are better able to pass independent judgment upon recommendations of Commission staff than upon recommendations of a specialized decommissioning consultant. Cf. *Ass’n of Mexican-Am. Educators v. State of California*, 231 F.3d 572, 613–14 (9th Cir. 2000) (*en banc*) (Tashima, J., dissenting) (“Because the judge is an expert in the law and fully understands legal theory and analyses, it is unlikely, to say the least, that a law clerk will impermissibly usurp the judicial function. On the other hand, a technical advisor is brought in precisely because the judge is not familiar with the complex, technical issues presented in the case.”).

dissenting), and “[t]here is therefore an understandable concern that the technical advisor’s opinion will carry undue weight with the [Commission],” *id.* Notably, the role contemplated for the Commission’s consultant here—to reach “conclusions” and then to communicate them *ex parte* to the Commission, RFP at 1—is much broader than the limited role that has been deemed appropriate in prior cases: “a tutor who aids the court [or agency] in understanding the ‘jargon and theory’ relevant to the technical aspects of the evidence.” *Conservation Law Found. v. Evans*, 203 F. Supp. 2d 27, 32 (D.D.C. 2002) (quoting *Ass’n of Mexican-Am. Educators*, 231 F.3d at 612 (Tashima, J., dissenting)) (some internal quotation marks omitted). Indeed, the *Conservation Law Foundation* court underscored that it would be improper for a non-testifying consultant to perform the role contemplated by the Commission here: “The advisor shall *not* give any advice to the Court on the ultimate issue of the remedy that is most appropriate in light of the entire record.” 203 F. Supp. 2d at 32 (emphasis in original); *see also* Note, *Improving Judicial Gatekeeping: Technical Advisors and Scientific Evidence*, 110 Harv. L. Rev. 941, 950 (1997) (“[B]ecause technical advisors do not make any ‘findings,’ courts have held that the parties’ rights to depose, call, or cross-examine expert witnesses do not apply to technical advisors.”) (footnote omitted).

This is not to say that the Commission is barred from retaining a person to perform “analysis” and to reach “conclusions” in this Docket, only that such a person must be treated as an expert witness under Vermont Rule of Evidence 706, and not as a non-testifying consultant. Rule 706 contains important procedural safeguards that ensure transparency and the ability of the parties to bring any weaknesses in the expert’s analysis and conclusions to the attention of the Commission. Specifically, among other things, “[a] witness so appointed shall advise the parties of his findings, if any; his deposition may be taken by any party; and he may be called to testify

by the court or any party. He shall be subject to cross-examination by each party, including a party calling him as a witness.” V.R.E. 706(a). *Cf. Petition of Twenty-Four Vt. Utils.*, 159 Vt. at 351 (“There was available to the Board a fairer and more open means of accomplishing the same objective. The Board could have described the question it wanted to address and asked the DPS witnesses to run their models in response. The output information would have been admissible as expert testimony, subject to cross-examination covering all of the methodology.”).

II. IN ANY EVENT, THE COMMISSION SHOULD AFFORD THE PARTIES AN OPPORTUNITY TO LEARN OF THE PROSPECTIVE CONSULTANT'S IDENTITY AND BACKGROUND BEFORE THE COMMISSION RETAINS THE CONSULTANT

Even if it were appropriate for a non-testifying consultant to perform the broad role envisioned by the Commission, the parties should be given the opportunity to learn of the prospective consultant's identity and background before the Commission retains the consultant, so that the parties can assess whether the prospective consultant may be biased in favor of or against a particular party.

The Vermont Supreme Court has described as “universally recognized” the principle that “a person is entitled to a full and impartial hearing before a court that is not biased or prejudiced against him.” *Emerson v. Hughes*, 117 Vt. 270, 279, 90 A.2d 910, 915 (1952). “This rule applies to an administrative officer exercising quasi-judicial functions.” *Id.*

This principle applies with particular force in the context of selecting a court- or agency-appointed non-testifying consultant or advisor. “[E]xperts in the relevant field, particularly if it is a narrow and highly-specialized one, may be aligned with one of the parties; therefore, the district court must make every effort to ensure the technical advisor's neutrality, lest the advisor develop into, or give the appearance of being, an advocate for one side.” *Ass'n of Mexican-Am. Educators*,

231 F.3d at 611 (Tashima, J., dissenting); *see also, e.g., Federal Trade Comm'n v. Enforma Natural Prods., Inc.*, 362 F.3d 1204, 1214-15 (9th Cir. 2004) (adopting Judge Tashima's recommendation that process for retaining a non-testifying consultant should include "address[ing] any allegations of bias, partiality, or lack of qualification"); Note, 110 Harv. L. Rev. at 954 ("The informal relationship between judges and advisors necessitates stronger party influence over the initial selection of the advisors. Granting the parties more power over the selection would increase the legitimacy of the appointment process and reduce the risk of the judge choosing a biased advisor. The bias-reduction rationale applies more strongly with regard to advisors than to expert witnesses: because technical advisors are not subject to deposition or cross-examination, parties have less knowledge of the advisor's influence on the judge and less ability to rebut the advisor's statements."). Here, however, it is unclear whether the Commission intends to give the parties this opportunity before the prospective consultant is retained.

CONCLUSION

The Commission should not retain a non-testifying consultant to perform the role the Commission contemplates. In any event, the parties should be afforded an opportunity to learn of the prospective consultant's identity and background and to submit an objection, before the prospective consultant is retained.

New York, New York
DATED: November 8, 2017

Respectfully submitted,

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EXHIBIT A



State of Vermont
Public Utility Commission
Request for Proposals

The Vermont Public Utility Commission (“PUC”) seeks to engage a consultant to advise and assist it in an ongoing proceeding before the PUC (Case No. 8880) involving a petition filed by NorthStar Nuclear Decommissioning Company, LLC (“NorthStar”), Entergy Nuclear Vermont Investment Company, LLC, (“Entergy”) and certain affiliates of NorthStar and Entergy. The petition seeks PUC approval of a proposed sale to a NorthStar affiliate of an Entergy affiliate that owns the Vermont Yankee Nuclear Power Station (“VY Station”) in Vernon, Vermont and authorization for NorthStar to assume the obligations of another Entergy affiliate as the licensed operator of the VY Station. A copy of the petition is included as an appendix to this request for proposal.

In connection with the acquisition, NorthStar and its affiliates plan to significantly accelerate Entergy’s current schedule for the decommissioning¹ of VY Station. Among other things, NorthStar, as part of its decommissioning plan, seeks changes to existing agreed arrangements with respect to: site restoration standards; the use of funds held in an existing site restoration trust; and the provider, nature, and amount of financial assurance provided to support site restoration obligations.

The PUC has the responsibility under state law to determine, as a general matter, based on the evidence presented, whether the transactions and other proposals set forth in the petition will promote the general good of Vermont.²

To advise and assist it in this case, the PUC seeks a consultant with significant knowledge and expertise regarding the decommissioning of commercial nuclear power plants and about the potential costs and benefits related to various alternatives. The consultant will be required to review, assess, and analyze the filed testimony and exhibits of multiple parties in this case related to the costs and benefits of various decommissioning proposals and communicate with the PUC concerning the consultant’s analysis and conclusions.

The deadline for responses to this request for proposals is 2:00 P.M. on Monday, October 23, 2017. Responses may be provided by e-mail to Brenda Chamberlin, Business Manager, Vermont Public Utility Commission at: PUC.BusinessManager@vermont.gov

¹ References to decommissioning in this request for proposals are meant broadly to include all post-shutdown activities at the VY Station site, including the following activities: structure and component removal; waste separation, segregation, and removal; and site remediation and restoration.

² The petitioners are also seeking the approval of the federal Nuclear Regulatory Commission (“NRC”), which is conducting separate proceedings related to the petitioners’ proposals as they relate to radiological decommissioning of the VY Station and other matters within the NRC’s jurisdiction. Please note that the PUC’s jurisdiction in this case with respect to certain matters, such as radiological decommissioning, is subject to preemption under federal law.

Any response to this request for proposals should address the qualifications and experience of the consultant or consultants who would work on this matter. Responses shall include an estimate of total costs related to the assignment.

The PUC expects that this assignment will require 100 to 250 hours of consulting work (including document review and analysis). It anticipates that most of the work connected with this assignment need not be done in Vermont. However, this assignment may involve one or two trips to Vermont (for no more than a week to ten days in total), which the consultant should separately include in the cost estimate. The PUC expects that discussions with the PUC can largely be conducted through conference calls and written communications.

General Scope of Work

To provide advice and assistance to the PUC on matters related to decommissioning and the restoration of the VY Yankee site. The consultant will need to review and analyze the filed testimony, exhibits, and arguments of multiple parties related to proposals for the decommissioning of VY Station. The consultant will be required to assess and evaluate relevant issues identified in the filings of the parties, to provide advice and analysis to the PUC, and to identify other relevant issues and areas for PUC inquiry. The consultant will be expected to communicate clearly and effectively (both in writing and orally) with the PUC and its staff. This assignment will not require the consultant to prepare testimony or to testify at any evidentiary hearing, but it possibly could involve the participation of such consultant in asking questions of witnesses, on behalf of the PUC, during such evidentiary hearing.

Performance Measures and Expectations

The consultant is expected to review and be familiar with all relevant documents in this case. The direct testimony of both the petitioners and non-petitioners has already been filed with the PUC, and the selected consultant will be required to read and review all relevant testimony within a few weeks after undertaking the assignment. The consultant will be expected to make themselves available on a timely basis to discuss issues and provide expert advice in accordance with the needs of the PUC and the schedule for the PUC proceeding and such other assistance as may be required during the course of the proceeding. A scheduling order setting forth the current schedule for the case is included as an appendix to this request for proposals. As noted in the scheduling order, the evidentiary hearing is scheduled to be held the week of January 22, 2018, and, if necessary, the week of January 29, 2018.

Any written work shall be in accordance with professional standards and the needs of the PUC.

Additional State Requirements and Conditions

See standard state provisions for contracts and grants which begins on the next page.

STATE OF VERMONT
STANDARD CONTRACT FOR SERVICES

Contract # _____

1. **Parties.** This is a contract for services between the State of Vermont, _____ (hereinafter called "State"), and _____, with a principal place of business in _____, (hereinafter called "Contractor"). Contractor's form of business organization is _____. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of _____. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ _____.00.

4. **Contract Term.** This contract shall begin on _____, 20__ and end on _____, 20__.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

8. **Attachments.** This contract consists of ____ pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 07/01/2016)

Attachment D - Other Provisions (if any)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D (if applicable)
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall:

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: _____
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 the 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 the Contract, 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 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

- A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, 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.

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: 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. 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. 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. Party certifies under the pains and penalties of perjury that, as of the date the 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. 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. 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.) Party states that, as of the date the 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.

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, 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: 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. 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 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).

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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: 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: 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: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor 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.

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

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

25. Confidentiality: 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.

26. 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.

27. Marketing: 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- 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. No Implied Waiver of Remedies:** A 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.

29. 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.

30. 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.

31. 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 Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

STATE OF VERMONT
PUBLIC SERVICE BOARD

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

Joint Petition

NorthStar Decommissioning Holdings, LLC, NorthStar Group Holdings, LLC, LVI Parent Corp., NorthStar Group Services, Inc., NorthStar Nuclear Decommissioning Company, LLC (“NorthStar NDC”; all NorthStar entities together, “NorthStar”), Entergy Nuclear Vermont Investment Company, LLC (“ENVIC”), and Entergy Nuclear Operations, Inc. (“ENOI”), by and through their undersigned counsel, respectfully submit this Joint Petition to the Vermont Public Service Board (“Board”), pursuant to 30 V.S.A. §§ 107, 231, and 232, along with supporting prefiled testimony, requesting that the Board approve a transaction by which ENVIC would transfer ownership of the entity named Entergy Nuclear Vermont Yankee, LLC (“ENVY”)—which with ENOI (ENVY and ENOI together, “Entergy VY”) holds a Certificate of Public Good (“CPG”) to own, to operate, and to decommission the Vermont Yankee Nuclear Power Station (“VY Station”)—to NorthStar Decommissioning Holdings, LLC; that the Board set site restoration standards for the acquiring entities as a material part of its review of this transaction; and that the Board issue such other approvals for the transaction as may be necessary.

The central purpose of the transfer is to facilitate an acceleration of the radiological decommissioning and site restoration of the VY Station site by approximately three to four decades compared to the status quo. Entergy VY's December 2014 Post Shutdown Decommissioning Activities Report lays out funding adequacy for a decommissioning timeline commencing 2068, with license termination completed by 2073, and site restoration completed by 2075. Under Entergy VY's current estimates, the decommissioning fund may have a sufficient amount to commence active decommissioning work in the 2050's to the 2060's, allowing the decommissioning and site restoration to be completed in approximately the 2060-2075 timeframe. NorthStar, however, has greater expertise and certain other advantages in decommissioning and dismantling activities and has committed in this transaction to begin active decommissioning and site restoration no later than 2021 (and possibly as early as 2019) and complete those tasks for the VY Station, with the exception of the Independent Spent Fuel Storage Installation ("ISFSI") and VELCO switchyard (and potentially other uncontaminated structures that would be useful in redevelopment), no later than the end of 2030 (and possibly as early as 2026). Entergy VY and NorthStar will seek U.S. Nuclear Regulatory Commission ("NRC") approval for the direct and indirect transfers of control of the NRC-issued operating license and associated authority to possess, maintain, and decommission the VY Station to NorthStar NDC and NorthStar Decommissioning Holdings, LLC. Petitioners expect to apply for NRC approval in February 2017, and expect to request that the NRC issue its approval by December 31, 2017. Petitioners respectfully request that this Board grant the instant Joint Petition by March 31, 2018.

Because the transaction will allow for substantially earlier decommissioning of the VY Station than projected by Entergy VY, enabling a significant portion of the VY Station site to be

available for productive use and accelerating economic and other public policy benefits to the region and state by decades compared to what is projected under the status quo approach, this transaction will promote the public good of Vermont. NorthStar and Entergy represent:

1. ENVY is a limited liability company organized and in good standing under the laws of Delaware. ENVIC, which is also a limited liability company organized and in good standing under the laws of Delaware, owns 100% of the membership interests in ENVY. ENOI is a Delaware corporation that maintains its principal place of business in Mississippi. Together, ENVY and ENOI hold a CPG, as amended March 28, 2014 (the "CPG"), authorizing the companies to own, operate, and decommission the VY Station and as such are companies as defined by 30 V.S.A. § 201 subject to the Board's jurisdiction.
2. NorthStar Decommissioning Holdings, LLC, proposes to acquire 100% of the membership interests in ENVY, which will then be renamed NorthStar Vermont Yankee, LLC ("NorthStar VY").
3. To facilitate the sale of ENVY, ENVIC will form a new subsidiary named Vermont Yankee Asset Retirement Management, LLC ("VYARM"). Prior to, or at the time of, closing, the existing credit facilities that ENVY is currently using to fund the construction of the second ISFSI pad and transfer of the remaining spent nuclear fuel from the spent fuel pool to the ISFSI will be assumed by, or transferred from ENVY to, VYARM. On the day before the transaction closing, ENVIC will transfer the membership interests in ENVY to VYARM. At closing, VYARM will transfer the membership interests in ENVY to NorthStar Decommissioning Holdings, LLC, and certain limited assets will be excluded from ENVY that are not needed for NorthStar's decommissioning and site restoration of the VY Station. VYARM will hold the membership interests in ENVY for no more than twenty-four hours.

4. An affiliate NorthStar company, NorthStar NDC, will perform the decommissioning and dismantling, as well as the site restoration tasks in parallel, following the closing of the transaction.
5. Other affiliates/parents in the NorthStar group include NorthStar Group Services, Inc., LVI Parent Corp., and NorthStar Group Holdings, LLC.
6. Entergy VY and NorthStar propose to enter into a transaction by which NorthStar Decommissioning Holdings will acquire 100% of the membership interests in ENVY and thereby acquire ownership of and all state and federal regulatory responsibility for decommissioning and site restoration of the VY Station. NorthStar Decommissioning Holdings, LLC, by acquiring ENVY, will also acquire indirect ownership of the Nuclear Decommissioning Trust and Site Restoration Trust, which will fund performance of these activities. The VY Station will continue to be owned by ENVY (renamed NorthStar VY), which will also continue to hold the CPG that this Board previously granted.
7. The closing of the transaction is contingent on several conditions, including approval of this Joint Petition and the NRC's parallel approval. After closing, NorthStar NDC will assume operational responsibility for the VY Station on behalf of NorthStar VY, and NorthStar NDC will (along with NorthStar VY) assume ENVY's and ENOI's obligation to decommission and restore the site at the VY Station. NorthStar NDC will also perform the decommissioning and manage the spent nuclear fuel stored at the VY Station site until the fuel is removed by the U.S. Department of Energy ("DOE") pursuant to DOE's Standard Contract for the Disposal of Spent Nuclear Fuel and/or High Level Radioactive Waste with ENVY/NorthStar VY. The parties anticipate that all spent nuclear fuel will have been transferred to Holtec cask systems on the ISFSI prior to the transaction closing, leaving only approximately 2% of the residual

radioactivity in the facility for decontamination and disposition by NorthStar. Accordingly, Petitioners request that the Board amend the CPG previously issued in Docket 7862 to replace ENVY and ENOI respectively with NorthStar VY and NorthStar NDC upon approval of this transaction, thereby substituting NorthStar VY and NorthStar NDC as the entities that will own, operate, and decommission the VY Station in accordance with that CPG.

8. In accordance with the transfer of ownership of ENVY and of the decommissioning operator's responsibility to decommission and restore the site at the VY Station, NorthStar will acquire, among other VY Station assets, the Nuclear Decommissioning Trust and separate Site Restoration Trust that ENVY established pursuant to the Memorandum of Understanding ("MOU") and Settlement Agreement entered into among ENVY, ENOI, and several Vermont state agencies in connection with Docket 7862. (ENVY, ENOI, and Entergy Corporation will, prior to closing, provide notice to the Vermont parties to the Settlement Agreement and seek their consent to assignment of the Entergy entities' obligations under the Settlement Agreement to NorthStar VY, NorthStar NDC, and NorthStar Group Services, Inc.) Consistent with the Settlement Agreement's expectation that site restoration standards would be established, NorthStar is proposing site restoration standards that are fully protective of the environment and public health. The site restoration standards proposed for approval in this transaction are material to the transaction, and Petitioners request that the Board approve the proposed standards as a part of its review of this transaction.

9. Entergy's process, as described in its 2014 decommissioning cost estimate, involves first decontaminating structures (radiological decommissioning), and then later in time demolishing and removing them from the site (site restoration). By contrast, NorthStar will perform radiological decommissioning and site restoration in parallel. For example, NorthStar will

demolish certain concrete structures with low-level radioactive contamination and package them for shipment off site. NorthStar will allocate costs for tasks that accomplish both radiological decommissioning and site restoration as between those two activities. As set forth in the Request for Board Action below, the Joint Petitioners request that the Board modify the Docket 7862 MOU to allow NorthStar to contribute the Site Restoration Trust to a separate segregated sub-account within the Nuclear Decommissioning Trust, and to draw down on the Site Restoration Trust sub-account even while radiological decommissioning is still proceeding, to the extent NorthStar has reasonably allocated tasks and costs to site restoration.

10. In connection with the proposed transaction, NorthStar VY will issue a note (in an amount up to \$145 million) payable to VYARM for amounts that ENVY incurred pre-closing to construct the second ISFSI pad and complete the transfer of the remaining spent nuclear fuel from the spent fuel pool to the ISFSI. NorthStar VY's recoveries from DOE as a result of DOE's partial breach of its contractual obligation to remove spent nuclear fuel from the site will likely be sufficient to enable NorthStar VY to repay that note.

11. The Petitioners represent that the transaction and the accelerated decommissioning and site restoration of the VY Station that it enables will promote the public good, under statutory criteria and Board precedents, as supported by prefiled testimony with exhibits.

In support of this Joint Petition, the Petitioners file the following prefiled testimony and exhibits cited therein:

- a. Testimony of Scott State, Chief Executive Officer and President of NorthStar Group Services, Inc. (NorthStar's technical competence, financial ability to own,

decommission, and restore the site at the VY Station, and role as a fair partner to the State);

- b. Testimony of Jeff Adix, Chief Financial Officer of NorthStar Group Services, Inc. (review of NorthStar's financial position);
- c. Testimony of Dr. Mark Berkman, The Brattle Group (economic benefits from earlier decommissioning and site restoration);
- d. Testimony of Dr. Susan F. Tierney, Senior Advisor, Analysis Group (public policy benefits to Vermont from earlier decommissioning and site restoration);
- e. Testimony of Harry L. Dodson, Dodson & Flinker, Inc. (aesthetic benefits and impact on the region's orderly development of earlier decommissioning and site restoration);
- f. Testimony of Todd Smith, TSSD Services, Inc. (industry decommissioning models and benefits of NorthStar's approach);
- g. Testimony of T. Michael Twomey, Vice President, External Affairs, Entergy Wholesale Commodities (NRC oversight of adequacy of decommissioning funds and Entergy affiliates' prior commitments to Vermont);
- h. Testimony of Steven Scheurich, Vice President, Nuclear Decommissioning, Entergy Wholesale Commodities (transaction background and status quo decommissioning plans of Entergy).

Petitioners respectfully request that the Board:

- a. notify persons entitled to notice of this Joint Petition's filing and of the opportunity for a hearing thereon in accordance with Sections 107, 231, and 232;
- b. schedule a prehearing conference and technical hearing on this Joint Petition;

- c. make findings of fact and conclusions of law with respect to the matters set forth in this Joint Petition and, in accordance with those findings and conclusions
 - (i) approve the transfer of ownership of ENVY in accordance with the material terms of the transaction as described herein, including the resulting transfer of the nuclear decommissioning and site restoration trusts; (ii) grant consent under Section 232 for ENVY/NorthStar VY to issue a note payable to VYARM in the amount of approximately \$145 million; and (iii) approve amendment of the Docket 7862 CPG currently held by ENVY and ENOI to change ENVY's name to NorthStar VY and substitute NorthStar NDC for ENOI;
- d. authorize NorthStar to assume the obligations of ENOI under prior Board orders and CPGs to operate and to perform decommissioning and site restoration at the VY Station, except as modified by the material terms of this transaction and by this Board in approving the transaction;
- e. approve NorthStar's proposed site restoration standards, which are material to this transaction, and which involve a change from the commitment by Entergy VY in the Docket 7862 Memorandum of Understanding not to employ rubblization at the site;
- f. amend the Docket 7862 Order to allow contribution of the assets of the Site Restoration Trust into a segregated sub-account within the Nuclear Decommissioning Trust, cancellation of Entergy Corporation's obligation to provide a \$20 million guarantee for site restoration, and draw-down by NorthStar VY of the Site Restoration Trust in parallel with draw-down of the Nuclear

Decommissioning Trust according to NorthStar's reasonable allocation of costs of tasks that accomplish both radiological decommissioning and site restoration; and

g. take such other actions as in the Board's judgment are necessary or advisable in connection with the resolution of this Joint Petition.

Dated: December 16, 2016
Montpelier, Vermont

ENTERGY NUCLEAR VERMONT
INVESTMENT COMPANY, LLC and
ENTERGY NUCLEAR OPERATIONS, INC.

By their attorneys,


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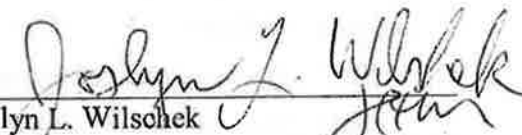
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Entergy Nuclear Operations, Inc.

NORTHSTAR DECOMMISSIONING
HOLDINGS, LLC, NORTHSTAR NUCLEAR
DECOMMISSIONING COMPANY, LLC,
NORTHSTAR GROUP SERVICES, INC.,
LVI PARENT CORP., and NORTHSTAR
GROUP HOLDINGS, LLC

By their attorneys,


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Nuclear Decommissioning Company, LLC,
NorthStar Group Services, Inc., LVI Parent
Corp., and NorthStar Group Holdings, LLC

**pro hac vice* application to be filed

Glossary Of Certain Acronyms Used In Joint Petition And/Or Prefiled Testimony

DCE	Decommissioning Cost Estimate
DOC	Decommissioning Operations Contractor
DOE	U.S. Department of Energy
ENOI	Entergy Nuclear Operations, Inc.
Entergy VY	ENVY and ENOI, together
ENVIC	Entergy Nuclear Vermont Investment Corp.
ENVY	Entergy Nuclear Vermont Yankee, LLC
HLRW	High Level Radioactive Waste
ISFSI	Independent Spent Fuel Storage Installation
LLRW	Low Level Radioactive Waste
MIPA	Membership Interests Purchase Agreement
mrem	millirem
NDT	Nuclear Decommissioning Trust
NRC	U.S. Nuclear Regulatory Commission
PSDAR	Post Shutdown Decommissioning Activities Report
SNF	Spent Nuclear Fuel
SRT	Site Restoration Trust
VYARM	Vermont Yankee Asset Retirement Management, LLC
VY Station	Vermont Yankee Nuclear Power Station
WCS	Waste Control Specialists, LLC

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STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Case No. 8880

Joint Petition of NorthStar Decommissioning Holdings, LLC, NorthStar Nuclear Decommissioning Company, LLC, NorthStar Group Services, Inc., LVI Parent Corporation, NorthStar Group Holdings, LLC, Entergy Nuclear Vermont Investment Company, LLC and Entergy Nuclear Operations, Inc., and any other necessary affiliated entities to transfer ownership of Entergy Nuclear Vermont Yankee, LLC, and for certain ancillary approvals, pursuant to 30 V.S.A. §§ 107, 231, and 232	
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Order entered: 08/22/2017

PROCEDURAL ORDER AMENDING SCHEDULE

In its Order of July 24, 2017, the Vermont Public Utility Commission (“Commission”)¹ adopted a new revised schedule in this case. On July 28, 2017, the Town of Vernon Planning & Development Commission (“Town”) filed a motion to amend this schedule to provide an additional two weeks for the Town to submit its initial prefiled testimony, which is currently due on August 30, 2017.²

The Town indicates that the requested amendment is necessary because of its recent retention of counsel and the efforts required to assess the need for additional consultants, review materials, and prepare prefiled testimony. Prior to filing the motion, the Town advised the other parties of its intention to file the motion. The Town represents that none of the parties stated any opposition to the requested schedule amendment.

Based on the foregoing, the Commission hereby grants the Town’s motion and adopts the following amended schedule for this case:

¹ Pursuant to Section 9 of Act 53 of the 2017 legislative session, the Vermont Public Service Board's name was changed to the Vermont Public Utility Commission, effective July 1, 2017. For clarity, activities of the Vermont Public Service Board that occurred before the name change will be referred to in Commission documents as activities of the Commission unless that would be confusing in the context.

² The schedule amendment proposed by the Town also includes an extension of time for first round discovery requests on the Town.

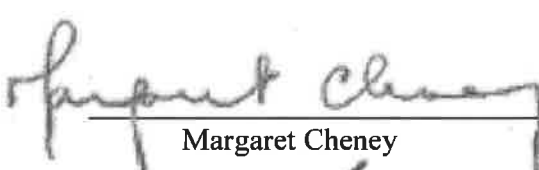
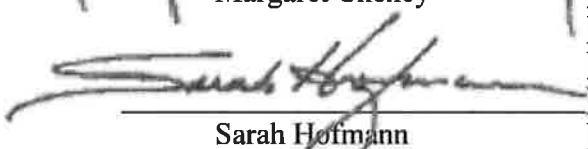
March 17, 2017	Deadline for 1st round of discovery requests on petitioners
April 6, 2017	Information session and Commission public hearing (in Vernon, VT)
April 26, 2017	Petitioners' responses to 1st round of discovery requests due
June 22, 2017	Deadline for 2nd round of discovery requests on petitioners
July 21, 2017	Deadline for Deal Model/Pay Item Disbursement Schedule ("DM/PIDS") discovery requests on petitioners
July 21, 2017	Petitioners' responses to 2nd round of discovery requests due
August 3, 2017	Petitioners' responses on DM/PIDS Discovery Requests due
August 30, 2017	Non-petitioner parties (except the Town) pre-file initial testimony
September 7, 2017	Deadline for petitioners' 1st round of discovery requests (except on the Town)
September 13, 2017	Town pre-files initial testimony
September 14, 2017	Deposition notices due
September 20, 2017	Deadline for petitioners' 1st round of discovery requests on the Town
September 27, 2017	Responses to petitioners' 1st round of discovery requests by all non-petitioners other than NEC due
October 2 to 13, 2017	Depositions
October 6, 2017	Responses to petitioners' 1st round of discovery requests by NEC due
October 17, 2017	Petitioners pre-file rebuttal testimony
October 30, 2017	Deadline for rebuttal discovery requests on petitioners
November 17, 2017	Petitioners' responses to rebuttal discovery requests due
December 1, 2017	Non-petitioners file sur-rebuttal testimony
December 8, 2017	Deadline for sur-rebuttal discovery requests
December 15, 2017	Deposition notices due
December 22, 2017	Responses to sur-rebuttal discovery requests due
January 4, 2018 ³	Second Commission public hearing (in Vernon, VT)

³ Tentative date depending on availability of appropriate space in Vernon.

January 8 to 18, 2018	Depositions
January 19, 2018	Pre-evidentiary hearing conference in Montpelier, VT
Week of January 22, 2018	Evidentiary hearings in Montpelier, VT
Week of January 29, 2018	Additional evidentiary hearings, if necessary
To be determined	Parties to file proposals for decision and initial briefs
To be determined	Parties to file reply briefs

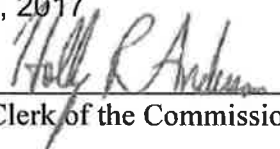
SO ORDERED.

Dated at Montpelier, Vermont, this 22nd day of August, 2017

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

OFFICE OF THE CLERK

Filed: August 22, 2017

Attest: 
Deputy Clerk of the Commission

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

