

quinn emanuel trial lawyers | new york

51 Madison Avenue, 22nd Floor, New York, New York 10010-1601 | TEL (212) 849-7000 FAX (212) 849-7100

WRITER'S DIRECT DIAL NO.
(212) 849-7170

WRITER'S EMAIL ADDRESS
sandyweisburst@quinnemanuel.com

October 30, 2018

VIA ePUC

Ms. Judith C. Whitney
Clerk
Vermont Public Utility Commission
Peoples United Bank Building
112 State Street
Montpelier, VT 05620-2701

Re: Docket 8880: Joint Petition of NorthStar Decommissioning Holdings, LLC, NorthStar Nuclear Decommissioning Company, LLC, NorthStar Group Services, Inc., LVI Parent Corp., NorthStar Group Holdings, LLC, Entergy Nuclear Vermont Investment Company, LLC, and Entergy Nuclear Operations, Inc. and any other necessary affiliated entities to transfer ownership of Entergy Nuclear Vermont Yankee, LLC, and for certain ancillary approvals, pursuant to 30 V.S.A. §§ 107, 231, and 232

Dear Ms. Whitney:

We represent Joint Petitioners in the above-captioned matter. The Public Utility Commission's Procedural Order dated October 24, 2018 stated, *inter alia*, that the Commission "will seek to issue a decision resolving this case in a timely manner but cannot commit to issue a decision in this matter by October 31, 2018 ... or within 30 days of notification of the NRC ruling" In light of this guidance, the parties to the memorandum of understanding ("MOU"; Ex. PUC-2) have entered into an amendment to that document, and a corresponding amendment to the settlement agreement among those same parties and the Vermont Department of Health. The amendment extends from October 31, 2018, to November 30, 2018, the date after which, if the Commission has not issued a decision, the parties have a right to withdraw from the MOU and Settlement Agreement. A true and correct copy of the amendment, with signature pages, is attached hereto.

Thank you for your attention to this matter

quinn emanuel urquhart & sullivan, llp

LOS ANGELES | NEW YORK | SAN FRANCISCO | SILICON VALLEY | CHICAGO | WASHINGTON, DC | HOUSTON | SEATTLE | BOSTON | SALT LAKE CITY
LONDON | TOKYO | MANNHEIM | HAMBURG | PARIS | MUNICH | SYDNEY | HONG KONG | BRUSSELS | ZURICH | SHANGHAI | PERTH | STUTTGART

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Sanford I. Weisburst". The signature is fluid and cursive, with the first name "Sanford" and last name "Weisburst" clearly legible.

Sanford I. Weisburst

Encls.

Cc: Counsel of record (via ePUC)

AGREEMENT

This Agreement (“Agreement”) is entered into by and between Entergy Nuclear Vermont Yankee, LLC (“ENVY”); Entergy Nuclear Vermont Investment Company, LLC (“ENVIC”); Entergy Nuclear Operations, Inc. (“ENOI”) (together, “Entergy”); NorthStar Decommissioning Holdings, LLC; NorthStar Group Holdings, LLC; NorthStar Nuclear Decommissioning Company, LLC (“NorthStar NDC”); NorthStar Group Services, Inc.; LVI Parent Corp.; (together, “NorthStar”); the Vermont Department of Public Service (“DPS”); the Vermont Attorney General’s Office (“AGO”); the Vermont Agency of Natural Resources (“ANR”); the Vermont Department of Health (“VDH”); the Elnu Abenaki Tribe, the Abenaki Nation of Missisquoi; Windham Regional Commission; the New England Coalition on Nuclear Pollution, Inc.; and the Town of Vernon Planning and Economic Development Commission (collectively, “the Parties”).

WHEREAS, on March 2, 2018, the Parties entered into a Memorandum of Understanding (“MOU”) and a separate Settlement Agreement that all Parties except the AGO joined in full, and which the AGO joined as to certain provisions, including Paragraph 13.

WHEREAS, on July 31, 2018, the Parties amended that Paragraph 13 of the MOU and the Settlement Agreement to substitute “October 31, 2018” for “July 31, 2018.”

WHEREAS, Paragraph 13 of the MOU, as amended, reads:

“In the event that the PUC issues an order that does not approve the Proposed Transaction, or has not issued an order by October 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 October 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.”

WHEREAS, Paragraph 13 of the Settlement Agreement reads:

“In the event that the PUC issues an order that does not approve the Proposed Transaction, or has not issued an order by October 31, 2018 that approves the Proposed Transaction, incorporates the terms and conditions of this Agreement 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 Agreement, each Party agrees that any Party may withdraw from the Agreement. If any Party so determines in its sole

discretion under these circumstances to withdraw, it shall provide written notice within ten (10) days of October 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 Agreement and shall be placed in the position that it occupied before entering into this Agreement.”

WHEREAS, since that amendment of the MOU and the Settlement Agreement, the PUC announced on October 24, 2018 that it may not be able to issue a final order in Docket 8880 until after approximately November 12, 2018.

WHEREAS, the Parties desire to extend the date in Paragraph 13 of the MOU and the Settlement Agreement in light of this subsequent development.

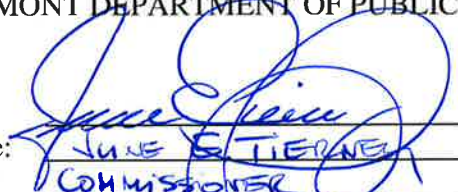
NOW, therefore, the Parties agree as follows:

1. Paragraph 13 of the MOU and the Settlement Agreement is amended to replace “October 31, 2018,” with “November 30, 2018.”
2. This Agreement is effective as of the date of its signing by all Parties and, if signed after October 31, 2018, shall be retroactive to October 31, 2018.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties below enter into this Agreement as a sealed instrument. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

VERMONT DEPARTMENT OF PUBLIC SERVICE

By: 
Name: JUNE S. TIERNEY
Title: COMMISSIONER
Date: October 30, 2018

VERMONT AGENCY OF NATURAL RESOURCES

By: _____
Name: _____
Title: _____
Date: _____

VERMONT ATTORNEY GENERAL'S OFFICE

By: _____
Name: _____
Title: _____
Date: _____

VERMONT DEPARTMENT OF HEALTH

By: _____
Name: _____
Title: _____
Date: _____

ENTERGY NUCLEAR VERMONT YANKEE, LLC


By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the Parties below enter into this Agreement as a sealed instrument. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

VERMONT DEPARTMENT OF PUBLIC SERVICE

By: _____
Name: _____
Title: _____
Date: _____

VERMONT AGENCY OF NATURAL RESOURCES

By:  _____
Name: PETER WAITE
Title: DEPUTY SECRETARY
Date: 10/20/18

VERMONT ATTORNEY GENERAL'S OFFICE

By: _____
Name: _____
Title: _____
Date: _____

VERMONT DEPARTMENT OF HEALTH

By: _____
Name: _____
Title: _____
Date: _____

ENTERGY NUCLEAR VERMONT YANKEE, LLC

By: _____
Name: _____
Title: _____
Date: _____

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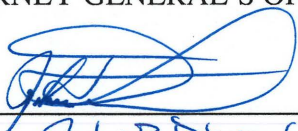
VERMONT DEPARTMENT OF PUBLIC SERVICE

By: _____
Name: _____
Title: _____
Date: _____

VERMONT AGENCY OF NATURAL RESOURCES

By: _____
Name: _____
Title: _____
Date: _____

VERMONT ATTORNEY GENERAL'S OFFICE

By: _____
Name:  _____
Title: Deputy _____
Date: 10/11/18 _____

VERMONT DEPARTMENT OF HEALTH

By: _____
Name: _____
Title: _____
Date: _____

ENTERGY NUCLEAR VERMONT YANKEE, LLC

By: _____
Name: _____
Title: _____
Date: _____

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VERMONT DEPARTMENT OF PUBLIC SERVICE

By: _____
Name: _____
Title: _____
Date: _____

VERMONT AGENCY OF NATURAL RESOURCES

By: _____
Name: _____
Title: _____
Date: _____

VERMONT ATTORNEY GENERAL'S OFFICE

By: _____
Name: _____
Title: _____
Date: _____

VERMONT DEPARTMENT OF HEALTH

By: Mark A. Levine
Name: Mark A. Levine
Title: Commissioner
Date: 10/30/18

ENTERGY NUCLEAR VERMONT YANKEE, LLC

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the Parties below enter into this Agreement as a sealed instrument. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

VERMONT DEPARTMENT OF PUBLIC SERVICE

By: _____
Name: _____
Title: _____
Date: _____

VERMONT AGENCY OF NATURAL RESOURCES

By: _____
Name: _____
Title: _____
Date: _____

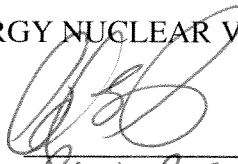
VERMONT ATTORNEY GENERAL'S OFFICE

By: _____
Name: _____
Title: _____
Date: _____


VERMONT DEPARTMENT OF HEALTH

By: _____
Name: _____
Title: _____
Date: _____

ENTERGY NUCLEAR VERMONT YANKEE, LLC

By:  _____
Name: PAUL PARADIS
Title: President ENY
Date: 10/30/18

ENTERGY NUCLEAR VERMONT INVESTMENT COMPANY, LLC

By: 
Name: PAUL PARADIS
Title: PRESIDENT, ENVIC
Date: 10/30/18

ENTERGY NUCLEAR OPERATIONS, INC.

By: _____
Name: _____
Title: _____
Date: _____

NORTHSTAR DECOMMISSIONING HOLDINGS, LLC

By: _____
Name: _____
Title: _____
Date: _____

NORTHSTAR GROUP HOLDINGS, LLC

By: _____
Name: _____
Title: _____
Date: _____


NORTHSTAR NUCLEAR DECOMMISSIONING COMPANY, LLC

By: _____
Name: _____
Title: _____
Date: _____

ENTERGY NUCLEAR VERMONT INVESTMENT COMPANY, LLC

By: _____
Name: _____
Title: _____
Date: _____

ENTERGY NUCLEAR OPERATIONS, INC.

By: 
Name: T. Michael Twomey
Title: Vice President
Date: Oct-30, 2018

NORTHSTAR DECOMMISSIONING HOLDINGS, LLC

By: _____
Name: _____
Title: _____
Date: _____

NORTHSTAR GROUP HOLDINGS, LLC

By: _____
Name: _____
Title: _____
Date: _____

NORTHSTAR NUCLEAR DECOMMISSIONING COMPANY, LLC

By: _____
Name: _____
Title: _____
Date: _____

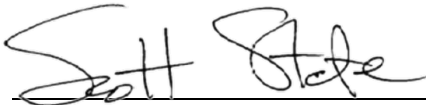
ENTERGY NUCLEAR VERMONT INVESTMENT COMPANY, LLC

By: _____
Name: _____
Title: _____
Date: _____


ENTERGY NUCLEAR OPERATIONS, INC.

By: _____
Name: _____
Title: _____
Date: _____

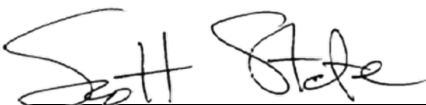
NORTHSTAR DECOMMISSIONING HOLDINGS, LLC

By: 
Name: Scott E. State
Title: CEO
Date: 10/30/2018

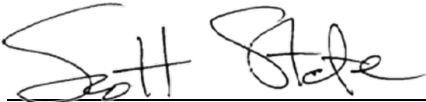
NORTHSTAR GROUP HOLDINGS, LLC

By: 
Name: Scott E. State
Title: CEO
Date: 10/30/2018

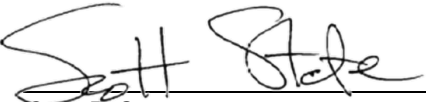
NORTHSTAR NUCLEAR DECOMMISSIONING COMPANY, LLC

By: 
Name: Scott E. State
Title: CEO
Date: 10/30/2018

NORTHSTAR GROUP SERVICES, INC.

By: 
Name: Scott E. State
Title: CEO
Date: 10/30/2018

LVI PARENT CORP.

By: 
Name: Scott E. State
Title: CEO
Date: 10/30/2018

ELNU ABENAKI TRIBE

By: _____
Name: _____
Title: _____
Date: _____

ABENAKI NATION OF MISSISQUOI

By: _____
Name: _____
Title: _____
Date: _____

WINDHAM REGIONAL COMMISSION

By: _____
Name: _____
Title: _____
Date: _____

NORTHSTAR GROUP SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

LVI PARENT CORP.

By: _____
Name: _____
Title: _____
Date: _____

ELNU ABENAKI TRIBE

By: Richard Holschuh
Name: Rich Holschuh
Title: Liaison for Elnu Abenaki Tribe
Date: Oct. 26, 2018

ABENAKI NATION OF MISSISQUOI

By: _____
Name: _____
Title: _____
Date: _____

WINDHAM REGIONAL COMMISSION

By: _____
Name: _____
Title: _____
Date: _____

NORTHSTAR GROUP SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

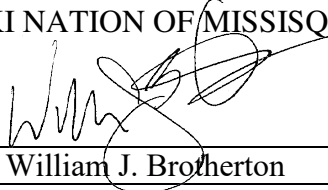
LVI PARENT CORP.

By: _____
Name: _____
Title: _____
Date: _____

ELNU ABENAKI TRIBE

By: _____
Name: _____
Title: _____
Date: _____

ABENAKI NATION OF MISSISQUOI

By:  _____
Name: William J. Brotherton
Title: _____
Date: October 30, 2018

WINDHAM REGIONAL COMMISSION

By: _____
Name: _____
Title: _____
Date: _____

NORTHSTAR GROUP SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

LVI PARENT CORP.

By: _____
Name: _____
Title: _____
Date: _____

ELNU ABENAKI TRIBE

By: _____
Name: _____
Title: _____
Date: _____

ABENAKI NATION OF MISSISQUOI

By: _____
Name: _____
Title: _____
Date: _____

WINDHAM REGIONAL COMMISSION

By: _____
Name: L. Christopher Campary
Title: Executive Director
Date: 10/29/18

NEW ENGLAND COALITION ON NUCLEAR POLLUTION, INC.

By: James Damon
Name: James Damon
Title: Attorney for NEC
Date: 10-29-78


TOWN OF VERNON PLANNING AND ECONOMIC DEVELOPMENT COMMISSION

By: _____
Name: _____
Title: _____
Date: _____

NEW ENGLAND COALITION ON NUCLEAR POLLUTION, INC.

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF VERNON PLANNING AND ECONOMIC DEVELOPMENT COMMISSION

By: 
Name: Robert Spencer
Title: Chairman
Date: October 30, 2018