Veteran Hill Road Solar Project
Town of Veteran, Chemung County, New York

Solar Facility Decommissioning Plan

Prepared for:
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April 2026

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A. INTRODUCTION

As required by the Town of Veteran 2026 Solar Law (Local Law No. 1 of 2026), Veteran Hill Road Solar LLC (the Operator/Owner) has prepared this Solar Facility Decommissioning Plan (Decommissioning Plan) for the Veteran Hill Road Solar Project (the Facility), an approximately 3.8 megawatt alternating current (MWac) ground-mounted solar facility to be located on approximately 35 acres of an approximately 145-acre plot of land along Veteran Hill Road in the Town of Veteran, Chemung County, New York. The intent of this Decommissioning Plan is to provide a general scope of decommissioning work and provide an estimate of the bond to be provided to the Town of Veteran (Town) for decommissioning assurance.

B. IMPLEMENTATION OF DECOMMISSIONING PLAN

The Decommissioning Plan will be implemented upon expiration of property rights or in the event the Facility is no longer used, is abandoned or damaged beyond repair.

EXPIRATION OF PROPERTY RIGHTS

Expiration of property rights will occur when the land lease between the Owner/Operator and landowner ends.

ABANDONMENT

Based on the Town Solar Law, the solar system will be considered abandoned if the Facility is non-operational for any continuous six-month period.

CATASTROPHIC DAMAGE

Based on the Town Solar Law, catastrophic damage is considered if the Facility is damaged beyond repair, and the Company elects not to restore operation.

END OF USEFUL LIFE

Based on the Town Solar Law, the Facility will be considered at the end of its service life estimated not to exceed thirty (30) years from initial operation.

C. DECOMMISSIONING ACTIVITIES AND SCHEDULE

In the event the Facility meets any of the above-referenced implementation of decommissioning plan definitions, the Owner/Operator, as provided for in its lease with the landowner, is responsible for restoring the property to the natural condition as it existed before the Facility was installed (excluding tree cover which will be allowed to re-propagate naturally), within six (6) months. The Owner/Operator will be responsible for obtaining any permits required for the decommissioning prior to starting work.

The Owner/Operator will coordinate with NYSEG to determine a schedule and procedure for disconnecting infrastructure from the point of interconnection, as well as removal and proper disposal of all utility-owned structures and equipment.

The Owner/Operator will have its qualified contractor(s) remove and properly dispose of all operator-owned above ground structures (equipment, concrete, conduits, structures, fencing, and foundations) and underground utilities if less than 48-inches deep. All concrete piers, footers, or other supports will be removed to a minimum depth of 48-inches below the soil surface. Electric conductors located at the respective range of depth below the ground surface will meet the following requirements:

- 48-inches plus: All underground electric conduits and direct buried conductors will be abandoned in place. Applicable conduit risers will be removed, and abandoned conduit will be sealed or capped to avoid a potential to direct subsurface drainage onto neighboring land uses.
- Less than 48-inches: All underground direct buried electric conductors and conductors in

conduit and associated conduit with less than 48-inches of cover will be removed by means of causing the least amount of disturbance as possible.

The Owner/Operator will have its qualified contractor(s) decommission the site in the following general sequence:

- Removal of solar panels and transportation to an approved recycling facility;
- Removal of transformers, inverters and other electrical equipment and transportation to an approved recycling facility;
- Removal of underground electrical wiring and conduits and transportation to an approved recycling facility;
- Removal of solar racking system and transportation to an approved recycling facility;
- Removal of concrete pads and racking system foundations and recycling of concrete (unless otherwise negotiated with landowner);
- Removal of fencing and regrade, as necessary (unless otherwise negotiated with landowner); and
- Restoration of disturbed areas with approved seed mix.

The Owner/Operator will have its qualified contractor(s) remove any solid waste caused by the Facility in accordance with local, state, and federal waste disposal regulations. The Owner/Operator will prepare a Waste Management Plan at least thirty (30) days prior to decommissioning for review by the Town.

The Owner/Operator will have its qualified contractor(s) remove all graveled areas and access drives installed specifically for the Facility unless the landowner requests for it to remain.

The Owner/Operator will be responsible for restoration of the property, including seeding lands with a low-growing species to help stabilize soil conditions post-decommissioning, unless otherwise negotiated with the landowner.

Prior to the start of construction, photographs of the existing conditions at the property will be taken and will be included in an updated Decommissioning Plan to document pre-construction conditions.

D. DECOMMISSIONING ASSURANCE

Prior to the issuance of a building permit, the Owner/Operator shall enter into a mutually acceptable security agreement (form, sufficiency, and manner of execution) with the Town, which shall require a surety to be issued by a bonding or surety company licensed and authorized to do business in the State of New York or as otherwise approved by the Town.

FORM OF DECOMMISSIONING ASSURANCE

The Owner/Operator shall provide financial security in the form of a reclamation or removal bond (or other mutually acceptable form) naming the Town of Veteran as Oblige to guarantee that funds and access to the property are available for the decommissioning of the facility should the Owner/Operator fail to decommission the facility as required. The form of assurance will be stated in the Decommissioning Agreement included as **Attachment B**.

Although the Owner/Operator, currently Veteran Hill Road Solar LLC, intends to perform the decommissioning required, unforeseen circumstances are possible. In the event Veteran Hill Road Solar LLC declares bankruptcy, goes out of business, or sells, transfers or assigns its right to another entity, it’s successor shall be required by such sale, transfer or assignment to assume the obligations to decommission the facility in accordance with this Decommissioning Plan and to keep the surety in full force and effect during the useful life of the Facility.

AMOUNT OF DECOMMISSIONING ASSURANCE

The value of the decommissioning assurance, which was prepared by a qualified engineer is included as **Attachment A** for each of the financial security options listed in **Attachment B**.

The Owner/Operator shall provide decommissioning assurance in the form agreed upon by the Town prior to issuance of a building permit. The decommissioning bond estimate shall be reviewed by a third-party engineer every five (5) years after the issuance of Town approval to ensure the adequacy of the amount.

USE OF DECOMMISSIONING ASSURANCE

The Town of Veteran shall have the right to make a claim against the decommissioning assurance in the event that the solar energy system is abandoned, considered as a period of one (1) year without continuous service, unless an extension is requested and approved by the Town Board.

Attachment A

Decommissioning Security Estimate

Decommissioning Security Estimate
Veteran Hill Road Solar Project
Veteran Hill Road, Town of Veteran, Chemung County, NY

April 2026

Option A. Engineer's Estimate and Surety Bond

Option B. Engineer's Estimate and Escrow

Item No.	Task	Unit Cost ($$)[1]	Project Capacity (MW)	Unit	Estimated Cost
001	Remove Rack Wiring	$2,459	3.8	$/MW	$9,344
002	Remove Panels	$2,450	3.8	$/MW	$9,310
003	Dismantle Racks	$12,350	3.8	$/MW	$46,930
004	Remove Electrical Equipment	$1,850	3.8	$/MW	$7,030
005	Breakup and Remove Concrete Pads	$1,500	3.8	$/MW	$5,700
006	Remove Racks	$7,800	3.8	$/MW	$29,640
007	Remove Cable	$6,500	3.8	$/MW	$24,700
008	Remove Ground Screws and Power Poles	$13,850	3.8	$/MW	$52,630
009	Remove Fence	$4,950	3.8	$/MW	$18,810
010	Grading	$4,000	3.8	$/MW	$15,200
011	Seed Disturbed Areas	$250	3.8	$/MW	$950
012	Truck to Recycling Center	$2,250	3.8	$/MW	$8,550
013	Administration of Decommissioning				$5,400
				Estimated Decommissioning Cost	**$234,194**
				Surety Bond/Escrow Value (125% of Cost)	**$263,468**

Notes: [1] Unit Costs taken from 2023 NYSERDA Guidance on Decommissoning Solar Panel Systems
This estimate does not include salvage value

Option C. Per Megawatt Rate + Surety Bond

Option D. Per Megawatt Rate + Escrow Account

Unit Cost ($$)[1]	Project Capacity (MW)	Unit	Estimated Cost
$50,000	3.8	$/MW	$190,000
		Estimated Decommissioning Cost (2025)	**$190,000**
		Estimated Decommission Cost (2045)	**$311,337[2]**

Notes:
[1] Per Megawatt Cost provided by Town of Veteran Solar Law (Local Law 3 of 2025).
[2] The decommissioning security amount will increase annually 2.5% compounded.
This estimate does not include salvage value

Attachment B

Decommissioning Agreement

Attachment 1

TOWN OF VETERAN SOLAR ENERGY SYSTEM DECOMMISSIONING AGREEMENT

This Solar Energy System Decommissioning Agreement ("Agreement") is entered into this ___ day of _______, 2025, by and between the Town of Veteran, New York, a municipal corporation with offices at 4049 Watkins Road, Millport, New York 14864 ("Town"), and Veteran Hill Road Solar LLC, a Limited Liability Company with offices at 2401 Walnut Street, Suite 503 Philadelphia, PA 19103, ("Company"). Town and Company may be referred to collectively as the "Parties" or individually as the "Party", as the case may be.

ARTICLE I – DEFINITIONS

1.1 "Decommissioning" means the physical removal and proper disposal of all Facility components and infrastructure, and the restoration of land to pre-construction condition or better.

1.2 "Facility" means the solar energy system approved for construction and operation at [Insert Site Location or Tax Parcel ID].

1.3 "MSG 1–4" means Mineral Soil Groups 1 through 4 as defined by the NYS Department of Agriculture and Markets.

1.4 "Host Community Agreement" or "HCA" means the agreement entered between the Company and the Town of Veteran setting forth terms related to community compensation, emergency response, insurance, and other project-specific conditions.

ARTICLE II – FINANCIAL SECURITY

The Company shall select one of the following financial security structures to guarantee its obligations under this Agreement. Each option represents a permitted combination of valuation methodology and security mechanism. For clarity, the options are repeated in narrative and chart format.

2.1 Option A – Engineer's Estimate + Surety Bond

The decommissioning security amount shall be based on a third-party engineer's cost estimate, updated every five (5) years. The Company shall post a surety bond in an amount equal to 125% of the most recent estimate. The bond shall be maintained on a rolling five-year advance basis, such that each year, a new bond is issued to ensure five years of decommissioning costs are secured. The cost of preparing such third-party estimates—and any other professional services required by the Town in support of this Agreement—shall be at the sole cost and expense of the Company pursuant to the Town local law: A Local Law Pertaining to Professional Services Reimbursement.

2.2 Option B – Engineer's Estimate + Escrow Account

The decommissioning security amount shall be based on a third-party engineer's cost estimate, updated every five (5) years. The Company shall deposit funds into a Town-held, interest-bearing escrow account in an amount equal to 125% of the estimate. The Company shall make payment to a Town-held escrow account as part of the application process. Thereafter, the Company shall maintain the fund at its required adjusted balance. Interest shall remain with the escrow fund and be applied toward the decommissioning obligation.

2.3 Option C – Per-Megawatt Rate + Surety Bond

The decommissioning security amount shall be calculated at a rate of $50,000 per MW of nameplate capacity, based on the year 2025 baseline, and shall increase annually by 2.5% compounded. The Company shall post a surety bond that reflects this valuation, updated each year to maintain compliance with the adjusted amount. Bonding terms shall follow the rolling five-year advance structure described in Option A.

2.4 Option D – Per-Megawatt Rate + Escrow Account

The decommissioning security amount shall be calculated at $50,000 per MW of nameplate capacity (2025 baseline), increased annually by 2.5% compounded. The Company shall make payment to a Town-held escrow account as part of the application process. Thereafter, the Company shall maintain the fund at its required adjusted balance. Interest shall remain with the escrow fund and be applied toward the decommissioning obligation.

2.5 For clarity the financial security options are repeated in the Option Chart 1 below:

Option	**Valuation Method**	**Security Type**	**Details**
A	Engineer's cost estimate (updated every 5 years)	Rolling Surety Bond	Bond value = 125% of estimate; Maintained five (5) years in advance.
B	Engineer's cost estimate (updated every 5 years)	Escrow Account	Funded to 125% of estimate; interest remains in escrow; Town holds funds.
C	$50,000 per MW (2025 baseline), escalated by 2.5% annually	Rolling Surety Bond	Maintained five (5) years in advance. Escalated by 2.5% annually
D	$50,000 per MW (2025 baseline), escalated by 2.5% annually	Escrow Account	Initial contributions made to escrow; interest remains in escrow; Town holds funds. Escalated by 2.5% annually.

Option Chart 1

2.6 All financial security instruments shall be subject to Town approval and must name the Town of Veteran as beneficiary. The Company shall not modify, cancel, or reduce the security without prior written consent of the Town. The Town may require adjustments based on updated costs or market conditions.

2.7 Each option shall be memorialized in a financial security agreement approved by the Town. The Town shall retain sole authority to determine compliance, adjust security amounts after updates, and enforce all bonding or escrow obligations under this Agreement.

2.8 The Town shall not release any bond or escrowed funds until all decommissioning and restoration activities have been completed, a licensed professional certifies compliance, and the Town issues a written notice of satisfactory completion.

2.9 All unpaid decommissioning or restoration costs incurred by the Town shall constitute a lien on the Facility parcel and may be added to the Town tax roll in accordance with Town Law §64.

2.10 The Company grants the Town and its contractors the right of entry onto the Facility site, upon default, for the purpose of performing any authorized decommissioning or restoration work.

2.11 Nothing in this Agreement shall be construed to limit or waive the Company's indemnification obligations to the Town as further detailed in the Host Community Agreement.

ARTICLE III – TRIGGERING EVENTS FOR DECOMMISSIONING

3.1 Decommissioning is required upon any of the following triggering events:

(a) Lease Expiration – The land lease expires and is not renewed or extended, and the Company has not acquired title.

(b) Cessation of Operations – The Facility ceases to generate power for a continuous period of six (6) months.

(c) Catastrophic Damage – The Facility is damaged beyond repair, and the Company elects not to restore operation.

(d) End of Useful Life – The Facility reaches the end of its service life, estimated not to exceed thirty (30) years from initial operation.

3.2 Upon written notice from the Town of a triggering event, the Company must commence decommissioning within ninety (90) days and complete all removal and restoration within nine (9) months.

ARTICLE IV – DECOMMISSIONING AND SITE RESTORATION REQUIREMENTS

4.1 Infrastructure Removal – All components must be removed, including panels, supports, racking, inverters, conduit, fencing, foundations, and footers. On all sites, including MSG 1–4 or Active Agricultural Lands, removal must reach a depth of forty-eight (48) inches per NYS Department of Agriculture and Markets guidelines.

4.2 Waste Removal – Prior to decommissioning, the Company must submit a Waste Management Plan detailing materials inventory, disposal sites, and transportation protocols. Documentation proving lawful disposal must be submitted within thirty (30) days of completion.

4.3 Soil Remediation – Disturbed areas must be regraded to original contours, compacted soils ripped to 18 inches, and organic matter applied to restore fertility. Native seeding must be used for erosion control. Restoration shall comply with NYS Ag & Markets, NYSDEC, and USDA NRCS standards. A licensed professional must certify compliance.

4.4 Compliance with Agricultural Standards – For systems on MSG 1–4 or Active Agricultural Lands, decommissioning must meet the mitigation standards outlined in the Town of Veteran Solar Law. Note: deleted reference to section number.

ARTICLE V – ENFORCEMENT AND OVERSIGHT

5.1 Town Enforcement Rights – If the Company fails to act, the Town may declare default, access the financial security, complete decommissioning and restoration work, and recover costs through liens or legal action.

5.2 Transfer of Ownership – The Company shall not assign this Agreement or transfer ownership/control of the Project without the prior written consent of the Town, which shall not be unreasonably withheld. Any assignment without such consent shall be null and void. Financial security shall remain tied to the Facility and land.

5.3 Final Inspection – The Town shall conduct a final inspection, at the Company's expense, prior to the release of any bond or escrow funds.

ARTICLE VI – ROAD USE AND RESTORATION DURING DECOMMISSIONING

6.1 Compliance with Weight Restrictions – The Company shall comply with Local Law 4 of 2001; A Local Law Limiting The Gross Weight Of Motor Vehicles On Certain Towns, Highways and Roads, as amended, including restrictions on gross vehicle weight on Town roads.

6.2 Road Use Plan Required – Prior to decommissioning, the Company shall submit a Road Use Plan to the Town and Town Highway Superintendent for approval.

6.3 Road Condition Surveys – Pre- and post-decommissioning surveys shall be conducted by professional consultants retained by the Town at the Company's expense in accordance with Town's Professional Services Fee Reimbursement Law.

6.4 Road Repair and Restoration – The Company shall restore roads to equal or better condition than pre-decommissioning, subject to review and approval by the Town Highway Superintendent.

6.5 Bonding Requirement – A road use bond shall be posted prior to decommissioning in an amount determined by the Planning Board in consultation with the Highway Superintendent.

6.6 Oversight and Enforcement – The Town retains the right to inspect, monitor, and enforce compliance. Violations constitute a breach of this Agreement.

6.7 Reimbursement of Town Expenses – The Company shall reimburse the Town for all professional service costs under Local Law 1 of 2010: A Local Law Pertaining to Professional Services Reimbursement.

6.8 No Waiver of Local Authority – Nothing herein shall limit the Town's rights under Local Law 4 of 2001: A Local Law Limiting The Gross Weight Of Motor Vehicles On Certain Towns, Highways and Roads or any other applicable law.

ARTICLE VII – NOTICES

7.1 Method of Delivery – Notices shall be in writing and delivered personally, by certified mail, overnight courier, or email (for routine communications only).

7.2 Effective Date of Notice – Notices are effective upon receipt or refusal. Email is effective only upon written confirmation of receipt.

7.3 Notice Addresses – Notices shall be sent to:

If to the Town:

Town of Veteran

Attn: David Lewis

4049 Watkins Road

Millport, New York 14864

town.supervisor@townofveteranny.gov

If to the Company:

Company Name____

Attn: Representative Name and Title____________________________

Company Address____

Company Email for routine communications ______________________

ARTICLE VIII – GENERAL PROVISIONS

8.1 Governing Law and Venue – This Agreement is governed by New York law. Venue lies exclusively in Chemung County Supreme Court.

8.2 No Waiver – No waiver of any breach shall constitute a waiver of any subsequent breach.

8.3 Severability – If any provision is held invalid, the remainder shall remain in effect.

8.4 Entire Agreement – This Agreement and its exhibits represent the entire agreement between the Parties.

8.5 Amendment – Amendments must be in writing and signed by both Parties.

8.6 Further Assurances – The Parties agree to take any further actions necessary to effectuate this Agreement.

8.7 Successors and Assigns – This Agreement binds and benefits the Parties and their successors and permitted assigns.

8.8 Counterparts and Electronic Execution – Electronic or scanned signatures are valid as originals.

8.9 Professional Services Reimbursement – The Company shall reimburse the Town for all costs incurred for professional services in accordance with Local Law shall be reimbursed by the Company pursuant to the Town local law: A Local Law Pertaining to Professional Services Reimbursement, including but not limited to engineering, legal, consulting, enforcement, and compliance-related services.

IN WITNESS WHEREOF, the Parties have executed this Agreement as ofthe date first above written.

Town of Veteran, NY

By: ___________________________

Name: David Lewis

Title: Town Supervisor

Date: ___________________

Company / Owner Name ____________________________________ __________

By: ___________________________

Name: ___________________

Title: ___________________

Date: ___________________