

STATE OF VERMONT  
PUBLIC UTILITY COMMISSION

Petition of Northland Solar LLC for a )  
Certificate of Public Good, pursuant to 30 )  
V.S.A. § 248, authorizing the installation and )  
operation of a 4.999 MW solar electric ) Case No. 25-\_\_\_\_-PET  
generation facility off Route 100 in Lowell, )  
Vermont to be known as the “Northland )  
Solar Project” )

**Northland Solar LLC’s Decommissioning Plan**

**1. Introduction**

Northland Solar LLC (“NS” or “Petitioner”) submits this plan for the eventual decommissioning of the proposed 4.999 MW (AC) photovoltaic electric generation facility to be located off Route 100 in Lowell, Vermont (the so-called “Northland Solar Project” or “Project”) and the establishment of a decommissioning fund, pursuant to Vermont Public Utility Commission (“Commission”) Rule 5.900 and the Section 248 Certificate of Public Good to be issued for the Project.

**2. Decommissioning Activities**

At the time the Project permanently ceases to operate, Petitioner will perform decommissioning activities to restore the Project site to its condition prior to installation of the Project to the greatest extent practicable. The decommissioning activities will include: dismantling and off-site removal of the solar panels, support structures, underground electrical lines, inverters, transformers, concrete pads, fencing/fence posts, and any other ancillary project-related infrastructure. Also included will be reseeded the array areas prescribed by acceptable reclamation practices.

**3. Cost of Decommissioning**

The Estimated Cost of Decommissioning the Project is \$165,000 as provided in Attachment A and includes all costs associated with the dismantlement and off-site removal of the Project components and site restoration activities pursuant to Rule 5.904(B)(1). The Estimated Cost of Decommissioning shall be adjusted for inflation every three years based upon the net positive change in the annual average of the U.S. Bureau of Labor Statistics’ Northeast Urban Consumer Price Index for the preceding three-year period (“Revised Estimate Cost of Decommissioning”). The decommissioning fund amount shall not be reduced in periods when the NECPI reports a net negative change for the preceding three-year period.

#### 4. **The Decommissioning Fund**

**Establishment.** The Decommissioning Fund will initially be funded with a surety bond or other appropriate financial security (“decommissioning security”) that: (i) is bankruptcy remote; (ii) includes an auto-extension provision (i.e., “evergreen clause”); and (iii) is issued solely for the benefit of the Commission. No other entity, including Petitioner, shall have the ability to demand payment under the decommissioning security. A draft Surety Bond is attached to this Plan as Attachment B, using a form previously approved by the Commission. An executed Surety Bond, or other Commission-approved financial security, shall be in place and filed with the Commission prior to site preparation or construction.

If the Revised Estimated Cost of Decommissioning exceeds the then-current Estimated Cost of Decommissioning, Petitioner shall cause a new or amended decommissioning security to be issued to reflect the Revised Estimated Cost of Decommissioning. In the event the NECPI has a negative value at the time the annual adjustment is calculated, the value of the decommissioning security shall not be reduced. Revisions to the decommissioning security will be made no later than February 28 of the given year, in conjunction with the report required pursuant to the next paragraph.

**Reporting.** Every three years, a non-utility CPG holder shall file a report with the Commission, the Vermont Department of Public Service, and each party to the proceeding in which the facility’s CPG was granted, describing any adjustments and changes to the decommissioning fund in the previous three-year period. This report shall be filed no later than February 28 of the third year following the issuance of the CPG and every subsequent third year.

**Decommissioning.** At the time the Project permanently ceases to operate, and in the event the Petitioner does not seek Commission approval to repower the Project, Petitioner will decommission the Project as required under the Commission’s Order and CPG issued in this docket. Upon completion of decommissioning, Petitioner shall seek a certification of completion from the Commission. The certification will be provided to the issuing bank with instructions to terminate the decommissioning security.

The Commission shall have the right to draw on the decommissioning security to pay the costs of decommissioning in the event that the CPG holder has not commenced decommissioning activities within 90 days of a Commission order directing decommissioning.

**Release of excess funds upon completion of decommissioning activities.** Upon completion of all decommissioning and site restoration activities, Petitioner will request a determination from the Commission that its decommissioning obligations have been satisfied. Upon the Commission’s determination that the decommissioning obligations have been satisfied, the Commission will terminate the facility’s decommissioning security.

## Attachment A - Decommissioning Cost Estimate

Estimated quantities and associated costs, inclusive of labor, equipment, transportation, disposal, federal/state/local permits or fees, decommissioning activity management, site supervision, and site safety costs, in present-day dollars to decommission the improvements shown on the Site Plan (Exh. NS-TH-2) and described in this Decommissioning Plan (Exh. NS-TH-5) submitted to the Vermont Public Utility Commission and restore the Project site to its condition prior to installation of the facility to the greatest extent practicable.

Prepared by Northland Solar LLC, Thomas Hand. *See Hand Prefiled Testimony.*

Dismantle and off-site removal: -- all System Equipment	\$115,000
Dismantle and off-site removal: -- cabling, conduit, & transformer pads	\$20,000
Dismantle and off-site removal: -- perimeter fence	\$15,000
Site restoration: – return of stockpiled soils, seed disturbed areas	\$15,000
<b><i>Total Decommissioning Cost</i></b>	<b>\$165,000</b>

**Attachment B**

**Form of Decommissioning Bond**

KNOW ALL BY THESE PRESENTS:

That we, Northland Solar LLC, as Principal, and [\_\_\_\_\_], a corporation duly authorized under the laws of the State of [\_\_\_\_\_], as Surety, are held and firmly bound unto the Vermont Public Utility Commission, as sole Obligee in the maximum aggregate penal sum of One-Hundred and Sixty-Five Thousand and 00/100 Dollars (\$165,000.00) lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal is required under the Certificate of Public Good issued to Principal by Obligee on [\_\_\_\_\_], in Case No. 25-\_\_\_\_-PET to complete decommissioning in accordance with the Conditions set forth in said Certificate of Public Good and any amendments thereto, which is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of Condition [ ] of said Certificate of Public Good to furnish a bond for the faithful performance of the decommissioning referred to in said Certificate of Public Good; and

Whereas, this Surety Bond is issued solely for the benefit of the Obligee, and no other entity, including the Principal, shall have the ability to demand payment under the bond.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the decommissioning provisions in the said Certificate of Public Good and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified and confirmed by the Obligee as being compliant with the Certificate of Public Good, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then the Obligee shall release and this obligation shall become null and void; otherwise this obligation shall be and remain in full force and effect and shall not be terminated unless or until Obligee has confirmed that Principal's decommissioning obligations under the Certificate of Public Good have been satisfied.

In order to demand payment under this Bond, if the Principal has violated its decommissioning obligation under the Certificate of Public Good and the Obligee has issued a notice of violation to the Principal for the same, the Obligee will notify the Surety in writing of the Principal's breach and such notice will be provided within 30 days of Obligee becoming aware of the abandonment or issuing the notice of violation. Notice of the breach will be sent to Surety by certified mail, or delivered by hand, at its offices at [\_\_\_\_\_], Attention: [\_\_\_\_\_] (or at any

other office which may be designated by Surety by written notice) with a Demand Notice for payment in the form attached hereto (“Demand Notice”). Principal will have up to 90 days from receipt of notification from Obligee or until the stated deadline in an order from Obligee to Principal directing decommissioning, whichever is earlier, to cure to the satisfaction of Obligee. If Principals fails to cure, Surety shall issue the surety amount to Obligee, so long as the amount of the demand, together with all previous demands honored pursuant to this Bond, does not exceed the maximum aggregate penal sum amount specified above. Typographical errors other than in amounts will not violate the conformity provision in this paragraph. If a Demand Notice fails to conform to the terms and conditions of this Bond it shall not (i) preclude the Obligee from correcting any such errors and resubmitting the request within the validity of this Bond nor (ii) act as a waiver of any rights the Obligee has under this Bond.

The Bond shall have no expiration date and shall continue in full force and effect, provided that Surety may cancel this Bond at any time by giving the Obligee sixty (60) days written notice of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Obligee within thirty (30) days of the receipt by the Obligee of the Notice of Cancellation, the Surety may choose to reinstate this Bond, otherwise the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Obligee.

Nonpayment of the premiums associated with this Bond nor bankruptcy of the Principal will not invalidate this Bond nor shall Obligee be obligated for the premium payment(s) thereof. This Bond shall be governed by and construed in accordance with the laws of Vermont. The parties hereto submit any dispute or other legal action concerning this Bond to the exclusive jurisdiction of the courts of the State of Vermont.

The liability of the Surety under this Bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**NORTHLAND SOLAR LLC**

\_\_\_\_\_

By: \_\_\_\_\_

Thomas Hand, Manager

By: \_\_\_\_\_

\_\_\_\_\_, [Title]

**SURETY BOND DEMAND NOTICE**

Vermont Public Utility Commission  
112 State Street  
Montpelier, Vermont 05620-2701  
Email: puc.clerk@vermont.gov

[Date]

[\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Phone:

Email:

**Re: Demand Notice under Surety Bond No. [\_\_\_\_\_]**

To Whom it May Concern:

In connection with the decommissioning obligations and conditions of the Certificate of Public Good dated issued to Northland Solar LLC (“Principal”) pursuant to 30 V.S.A. § 248 in Case No. 25-\_\_\_\_-PET on [\_\_\_\_\_] and including any amendments, the Vermont Public Utility Commission (“Obligee”) hereby issues a Demand Notice to [\_\_\_\_\_] (“Surety”) in accordance with Surety Bond No. [\_\_\_\_], dated and effective as of [\_\_\_\_\_] (“Bond”). All capitalized terms used and not otherwise defined in this Demand Notice have the meanings assigned to them in the Bond.

The undersigned hereby certifies to Surety that \$[\_\_\_\_\_] is due and owing from Principal to Obligee under the terms of the Bond. Obligee hereby demands payment of this amount from Surety, which does not exceed the maximum aggregate penal sum amount set forth in the Bond; and

Obligee represents and certifies to Surety that it has issued a notice of default or other order to Principal demanding that decommissioning shall occur, and that Principal or its successor is unable or unwilling to commence decommissioning activities within a reasonable period of time after the issuance of the order.

[OR

The undersigned hereby certifies to Surety that the Bond expires within 30 days of this letter and Principal has failed to replace the Bond to the extent required by the Certificate of Public Good. Obligee hereby demands payment from Surety in the amount of \$[\_\_\_\_\_] , which does not exceed the amount of the Bond.]

The amount demanded hereby has been calculated in accordance with the terms of the Bond.  
Please pay this amount in accordance with the following payment instructions with such receipt  
determined in accordance with the terms set forth in the Bond: [\_\_\_\_\_].

IN WITNESS WHEREOF, the Obligeo has executed and delivered this document as of the \_\_\_\_  
day of \_\_\_\_, 20\_\_.

Sincerely,

VERMONT PUBLIC UTILITY COMMISSION