

1 ENGROSSED HOUSE
2 BILL NO. 1373

By: Boles and Crosswhite Hader
of the House

3 and

4 Green of the Senate
5

6 An Act relating to commercial solar facilities;
7 creating the Commercial Solar Facility
8 Decommissioning Act; defining terms; making certain
9 agreement provisions void; providing for certain
10 injunctive relief; stating certain provisions are not
11 exclusive; requiring agreement contain certain
12 provisions; requiring landowner make certain timely
13 request; requiring certain financial assurance be
14 delivered; stating acceptable forms of financial
15 assurance; requiring certain amount of financial
16 assurance; assigning certain costs to grantee;
17 prohibiting certain cancellation of financial
18 assurance; providing for codification; and providing
19 an effective date.

20 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

21 SECTION 1. NEW LAW A new section of law to be codified
22 in the Oklahoma Statutes as Section 820 of Title 17, unless there is
23 created a duplication in numbering, reads as follows:

24 This act shall be known and may be cited as the "Commercial
Solar Facility Decommissioning Act".

SECTION 2. NEW LAW A new section of law to be codified
in the Oklahoma Statutes as Section 820.1 of Title 17, unless there
is created a duplication in numbering, reads as follows:

As used in Commercial Solar Facility Decommissioning Act:

1 1. "Generation assets" means all assets associated with the
2 production of electricity, including generation plants, electrical
3 interconnections of the generation plant to the transmission system,
4 fuel contracts, fuel transportation contracts, water contracts,
5 lands, surface or subsurface water rights, emissions-related
6 allowances, and gas pipeline interconnections;

7 2. "Grantee" means a person, other than an electric utility
8 who:

- 9 a. leases property from a landowner, and
- 10 b. operates a solar power facility on the property;

11 3. "Solar energy device" means a solar energy collector or
12 solar energy system that provides for the collection of solar energy
13 or the subsequent use of that energy as thermal, mechanical, or
14 electrical energy;

15 4. "Solar power facility" includes:

- 16 a. a solar energy device, and
- 17 b. a facility or equipment, other than a facility or
18 equipment owned by an electric utility, used to
19 support the operation of a solar energy device,
20 including an underground or aboveground electrical
21 transmission or communications line, an electric
22 transformer, a battery storage facility, an energy
23 storage facility, telecommunications equipment, a
24

1 road, a meteorological tower, or a maintenance yard;
2 and

3 5. "Solar power facility agreement" means a lease agreement
4 between a grantee and a landowner that authorizes the grantee to
5 operate a solar power facility on the leased property.

6 SECTION 3. NEW LAW A new section of law to be codified
7 in the Oklahoma Statutes as Section 820.2 of Title 17, unless there
8 is created a duplication in numbering, reads as follows:

9 The Commercial Solar Facility Decommissioning Act shall apply
10 only to a solar power facility that is a generation asset as defined
11 in Section 2 of this act.

12 SECTION 4. NEW LAW A new section of law to be codified
13 in the Oklahoma Statutes as Section 820.3 of Title 17, unless there
14 is created a duplication in numbering, reads as follows:

15 A. A provision of a solar power facility agreement that
16 purports to waive a right or exempt a grantee from a liability or
17 duty established by the Commercial Solar Facility Decommissioning
18 Act is void.

19 B. A person who is harmed by a violation of the Commercial
20 Solar Facility Decommissioning Act is entitled to appropriate
21 injunctive relief to prevent further violation of the act.

22 C. The provisions of this section are not exclusive. The
23 remedies provided in this section are in addition to any other
24 procedures or remedies provided by other law.

1 SECTION 5. NEW LAW A new section of law to be codified
2 in the Oklahoma Statutes as Section 820.4 of Title 17, unless there
3 is created a duplication in numbering, reads as follows:

4 A. A solar power facility agreement shall provide that the
5 grantee is responsible for removing the grantee's solar power
6 facilities from the landowner's property and that the grantee shall,
7 in accordance with any other applicable laws or regulations, safely:

8 1. Clear, clean, and remove from the property each solar energy
9 device, transformer, and substation;

10 2. For each foundation of a solar energy device, transformer,
11 or substation installed in the ground:

12 a. clear, clean, and remove the foundation from the
13 ground to a depth of at least three (3) feet below the
14 surface grade of the land in which the foundation is
15 installed, and

16 b. ensure that each hole or cavity created in the ground
17 by the removal is filled with soil of the same type or
18 a similar type as the predominant soil found on the
19 property;

20 3. For each buried cable, including power, fiber-optic, and
21 communications cables, installed in the ground:

22 a. clear, clean, and remove the cable from the ground to
23 a depth of at least three (3) feet below the surface
24 grade of the land in which the cable is installed, and

1 b. ensure that each hole or cavity created in the ground
2 by the removal is filled with soil of the same type or
3 a similar type as the predominant soil found on the
4 property; and

5 4. Clear, clean, and remove from the property each overhead
6 power or communications line installed by the grantee on the
7 property at the request of the landowner.

8 B. The agreement shall provide that, at the request of the
9 landowner, the grantee shall:

10 1. Clear, clean, and remove each road constructed by the
11 grantee on the property; and

12 2. Ensure that each hole or cavity created in the ground by the
13 removal is filled with soil of the same type or a similar type as
14 the predominant soil found on the property.

15 C. The agreement shall provide that, at the request of the
16 landowner, if reasonable, the grantee shall:

17 1. Remove from the property all rocks over twelve (12) inches
18 in diameter excavated during the decommissioning or removal process;

19 2. Return the property to a tillable state using scarification,
20 V-rip, or disc methods, as appropriate; and

21 3. Ensure that:

22 a. each hole or cavity created in the ground by the
23 removal is filled with soil of the same type or a
24

1 similar type as the predominant soil found on the
2 property, and

3 b. the surface is returned as near as reasonably possible
4 to the same condition as before the grantee dug holes
5 or cavities, including by reseeding pastureland with
6 native grasses prescribed by an appropriate
7 governmental agency, if any. Noninvasive grasses
8 shall be allowed when reseeding native grasses isn't
9 economically feasible.

10 D. The landowner shall make a request under subsection B or C
11 of this section not later than the one hundred eightieth day after
12 the later of:

13 1. The date on which the solar power facility is no longer
14 capable of generating electricity in commercial quantities; or

15 2. The date the landowner receives written notice of intent to
16 decommission the solar power facility from the grantee.

17 SECTION 6. NEW LAW A new section of law to be codified
18 in the Oklahoma Statutes as Section 820.5 of Title 17, unless there
19 is created a duplication in numbering, reads as follows:

20 A. A solar power facility agreement shall provide that the
21 grantee obtain and deliver to the landowner evidence of financial
22 assurance that conforms to the requirements of this section to
23 secure the performance of the grantee's obligation to remove the
24 grantee's solar power facilities located on the landowner's property

1 as described by Section 5 of this act. Acceptable forms of
2 financial assurance include a parent company guaranty with a minimum
3 investment grade credit rating for the parent company issued by a
4 major domestic credit rating agency, a letter of credit, a bond, or
5 another form of financial assurance reasonably acceptable to the
6 landowner.

7 B. The amount of the financial assurance must be at least equal
8 to the estimated amount by which the cost of removing the solar
9 power facilities from the landowner's property and restoring the
10 property to as near as reasonably possible the condition of the
11 property as of the date the agreement begins exceeds the salvage
12 value of the solar power facilities, less any portion of the value
13 of the solar power facilities pledged to secure outstanding debt.

14 C. The agreement shall provide that:

15 1. The estimated cost of removing the solar power facilities
16 from the landowner's property and restoring the property to as near
17 as reasonably possible the condition of the property as of the date
18 the agreement begins and the estimated salvage value of the solar
19 power facilities must be determined by an independent, third-party
20 professional engineer licensed in this state;

21 2. The grantee shall deliver to the landowner an updated
22 estimate, prepared by an independent, third-party professional
23 engineer licensed in this state, of the cost of removal and the
24 salvage value:

- 1 a. on or before the tenth anniversary of the commercial
2 operations date of the solar power facilities, and
3 b. at least once every five (5) years after the
4 commercial operations date of the solar power
5 facilities for the remainder of the term of the
6 agreement; and

7 3. The grantee is responsible for ensuring that the amount of
8 the financial assurance remains sufficient to cover the amount
9 required by subsection B of this section, consistent with the
10 estimates required by this subsection.

11 D. The grantee is responsible for the costs of obtaining
12 financial assurance described by this section and costs of
13 determining the estimated removal costs and salvage value.

14 E. The agreement must provide that the grantee shall deliver
15 the financial assurance not later than the earlier of:

16 1. The date the solar power facility agreement is terminated;
17 or

18 2. The twentieth anniversary of the commercial operations date
19 of the solar power facilities located on the landowner's leased
20 property.

21 F. For purposes of this section, "commercial operations date"
22 means the date on which the solar power facilities are approved for
23 participation in market operations by a regional transmission
24 organization and does not include the generation of electrical

1 energy or other operations conducted before that date for purposes
2 of maintenance and testing.

3 G. The grantee may not cancel financial assurance before the
4 date the grantee has completed the grantee's obligation to remove
5 the grantee's solar power facilities located on the landowner's
6 property in the manner provided by this act, unless the grantee
7 provides the landowner with replacement financial assurance at the
8 time of or before the cancellation. In the event of a transfer of
9 ownership of the grantee's solar power facilities, the financial
10 security provided by the grantee shall remain in place until the
11 date evidence of financial security meeting the requirements of this
12 act is provided to the landowner.

13 SECTION 7. This act shall become effective November 1, 2025.

14 Passed the House of Representatives the 3rd day of March, 2025.

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Presiding Officer of the House
of Representatives

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19 Passed the Senate the ____ day of _____, 2025.

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Presiding Officer of the Senate

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