

**STIPULATION OF SETTLEMENT**  
**In the Matter of Yellow Barn Solar, LLC**  
**Matter No. 23-02986**

THIS STIPULATION OF SETTLEMENT (Stipulation) is entered into as of the 21st day of May, 2025, by and between Yellow Barn Solar, LLC (“Yellow Barn” or “Permittee”) and the Town of Lansing (“Town”) in settlement of certain issues concerning the Application in this matter for which the Office issued a Draft Permit on December 16, 2024 (DMM Item No. 71).

1. In accordance with the terms and conditions set forth hereinbelow, the Permittee and the Town of Lansing (collectively, the “Parties”) have resolved, by stipulations executed this same day and filed in this proceeding, certain potential adjudicable issues related to the interpretation of the Town of Lansing’s local laws and their application to the Facility.
2. Based upon settlement discussions between the Permittee and the Town, the Permittee shall:
  - a. Provide a third party, agreeable to the Town, to perform pre- and post-construction roadway inspections, and commit to repair of roadways to pre-existing conditions to the extent they were damaged as a result of Permittee’s and its contractor’s and subcontractor’s activities;
  - b. Adhere to local procedures related to road closures, as contained in Attachment 1;
  - c. Coordinate with the Town on major road restoration activities;
  - d. Perform water well testing pursuant to the below for all landowners leasing land to Permittee, all landowners with land adjoining any parcel used in the Facility, and all landowners with land comprising or adjoining the Sovocool Wetland or Bear Swamp UNAs, as requested upon response to a mailing to be sent out by Permittee to such persons prior to construction;
    1. Permittee shall perform a pre- and post-construction test for the following,
      - a. Coliform/E. Coli,
      - b. Nitrates/Nitrites
      - c. Turbidity, and
    2. Permittee shall perform a pre-construction test for the following, provided, however, that if the manufacturer information, data sheets

or documentation for Project electrical components demonstrates that any of these contaminants are not present in such electrical components, then water tests shall not include that contaminant,

- a. PFAS,
  - b. Lead
  - c. Mercury
3. For each request, an individual report will be prepared for the landowner after pre-construction testing and post-construction testing, and
4. Reports will be provided directly to the landowners and to the Town.
- ii. Document drain tiles encountered during the construction process (including a GPS survey);
- iii. Any Decommissioning Estimate shall include:
  1. Updated timelines for use duration of decommissioning equipment (*e.g.*, field office rental) and personnel based on RSMeans productivity estimates, as applicable;
  2. Delineated costs associated with salvaging material such as costs associated with disassembling, separating, sorting, and removing salvaged materials; and
  3. Prevailing wage labor rates, local recycling rates for salvage value, as applicable, FEMA equipment rental rates and RSMeans productivity estimates.
- iv. Provide that the decommissioning plan shall provide that revaluation of any decommissioning security shall be based on the same methodology used by Permittee to revise the Decommissioning Estimate described above.
- v. Provide that any decommissioning bond placed by Permittee shall include an “extend or pay” provision acceptable to the Town.
- vi. Permittee shall provide the Town with a CPM schedule corresponding with the decommissioning estimate approved by ORES as a compliance filing.
- vii. Permittee shall post decommissioning security based on the decommissioning estimate approved by ORES as a compliance filing, and in accordance with ORES requirements. Permittee shall also work with the Town to calculate the theoretical decommissioning security amount that would be required under local laws, based on the same estimate, and to

assist the Town in obtaining additional security at the Town's discretion and cost.

2. With the exception of the foregoing, nothing in this Stipulation changes any other provisions of the Application or terms of the Draft Permit.
3. All other provisions of the Town's Local Law remain unchanged and are not affected by this Stipulation.
4. This Stipulation is entered into as a result of site-specific, project-specific negotiations between the Permittee, the Town, and the Office, and is not intended to establish any guidelines or precedent for future proceedings under Public Service Law Article VIII. Any reviewing judicial court or administrative body shall interpret this Stipulation according to its plain language. This Stipulation shall not be construed for or against any party. Any reviewing judicial court or administrative body shall apply New York State law.
5. This Stipulation may not be amended without the written consent of all parties hereto.
6. A waiver by a party or breach of any provision of this Stipulation shall not operate or be construed as a waiver of any other provision of this Stipulation or of any subsequent breach of this Stipulation.
7. This Stipulation may be executed in counterparts.

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Town of Lansing

By:

Date:

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Yellow Barn Solar, LLC

By:

Date: