REGULAR TOWN BOARD MEETING
November 8, 2023

A public hearing and the regular board meeting were held November 8, 2023 at the Burke Town Court House.

Roll Call:	Supervisor:	Bill Wood
	Councilman:	Arnold Lobdell
		Tim Crippen
		Jim Otis
		Paddy Wheeler
	Supt. of Highways:	Larry LaPlante
	Town Clerk:	Judy Tavernier
	Bookkeeper:	Linda Trudell
	Code Officer:	Jim Dumont
	Guest Speakers:	George Millard

Supervisor Bill Wood called the public hearing regarding the proposed 2024 budget to order at 6:05 p.m. There were no public comments. The hearing adjourned at 6:07 p.m. on a motion by Arnold Lobdell and seconded by Tim Crippen. Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

The Regular Meeting of the Burke Town Board was held immediately following the public hearing. This Regular Meeting is being voice recorded by the Burke Town Clerk, Judy Tavernier as always. Supervisor Bill Wood called the regular meeting of the Burke Town Board to order at 6:07 p.m. The Pledge of Allegiance to the Flag was said.

Minutes of the October 17, 2023 meeting were read and on a motion by Tim Crippen and seconded by Paddy Wheeler, the minutes were accepted. Roll Call: Arnold - aye, Jim – aye, Tim - aye, Paddy - aye and Bill -aye.

Minutes of the Budget Work Session were not available and will be reviewed at the next meeting.

No Public Comments:

New Business:

A. A public hearing was held prior to this meeting regarding the proposed 2024 budget. Bill explained the change in allotment for the Foothills Ambulance. After discussion Tim Crippen made the motion to accept the 2024 budget as **RESOLUTION # 16**. Jim Otis seconded. Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.
B. Dog Control Bids: Two bids were received – one written from James McHugh and one verbal from George Millard...These will be further reviewed before a decision is made. George was asked to submit his in writing and he agreed.
C. Arnold Lobdell made the motion to accept and sign the proposed Decommissioning Agreement for Glengarry Solar project from AES as **RESOLUTION # 17**. Paddy Wheeler seconded the motion. Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye. Special Building Permit can be issued. An invoice will be sent for $2,500 for this permit.
D. **RESOLUTION # 18** for Brookside Stipulation Settlement was approved on a motion by Jim Otis and seconded by Tim Crippen. Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - abstain.

Old Business:

A. No further information is available from John Carr at this time.
B. Tim Crippen reported Dow Electric has repaired the pole out front.

No Highway committee report.

Highway Superintendent Report – Discussed Franklin County Snow & Ice contract. Jim Otis made the motion to accept the contract for one year only and approach the County to provide figures and proposal prior to September 1st each year for budget purposed. Paddy Wheeler seconded the motion. Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.
Larry reported that we are in compliance with the NYMIR truck disconnect concern. Mowing has been finished. Culvert replaced on East Road. Hydraulic lines have been replaced. Actuator on turbo also replaced.

Code Officers Report - $35.00 income last month. Tim Crippen made the motion to accept report. Paddy Wheeler seconded. Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

Financial Report was reviewed and approved on a motion by Jim Otis and seconded by Arnold Lobdell. Roll Call: Arnold - aye, Jim – aye, Tim - aye, Paddy - aye, Bill – aye.

Bank Reconciliation report has not yet been received from the bank for last month.

No Public Comments.

Bills were paid.

A motion to adjourn at 8:32 p.m. was made by Arnold Lobdell and seconded by Jim Otis. Roll Call: Arnold - aye, Jim – aye, Tim - aye, Paddy - aye, Bill – aye.

Respectfully submitted,

Judy Tavernier

Judy Tavernier, Town Clerk
Recorded by, Judy Tavernier, Town Clerk

Attachments:
- Resolution # 16-2023 – Final 2024 Budget
- Resolution # 17-2023 – Glengarry Decommissioning Agreement
- Resolution # 18-2023 – Brookside Stipulation Settlement

RESOLUTION #16-2023

The Town Board of the Town of Burke, County of Franklin, and State of New York having met in a regular session at the Burke Town Courthouse in the Town of Burke on the 8th day of November at 6:00 P.M. in the year 2023.

The following resolution was moved, seconded and passed.

The motion was made by Tim Crippen and seconded by Jim Otis. Roll Call: Arnold - aye, Jim - aye, Tim - aye, Paddy - aye, Bill - aye.

NOW, THEREFORE, LET IT BE RESOLVED: The Town Board of the Town of Burke has agreed to accept the 2024 Preliminary Budget as the 2024 Burke Town Final Budget.

I, JUDY TAVERNIER, TOWN CLERK OF BURKE, COUNTY OF FRANKLIN, STATE OF NEW YORK, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED BY THE BURKE TOWN BOARD ON THE 8TH DAY OF NOVEMBER 2023, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD IN MY OFFICE AND OF THE WHOLE THEREOF.

IN WITNESS WHEREOF, I
HAVE SET MY HAND AND
SEAL THIS 8TH DAY OF
NOVEMBER 2023.

Judy Tavernier

JUDY TAVERNIER
BURKE TOWN CLERK

Resolution # 17-2023

DECOMMISSIONING AGREEMENT

This **DECOMMISSIONING AGREEMENT** (this "Agreement") dated as of November [•], 2023 (the "Effective Date") is made by and between the Town of Burke, a municipal corporation under the laws of the State of New York with offices at 5165 State Route 11, Burke New York 12917 (the "Town"), and AES Glengarry Farms Solar, LLC, a limited liability corporation with principal offices at 2180 South 1300 East, Suite 500, Salt Lake City, UT 84106 (the "Company," and together with the Town, the "Parties").

WHEREAS, Company intends to permit, construct, operate and maintain solar energy facilities with an aggregate size of approximately 4.95 Megawatts of alternating-current nameplate capacity that will generate electric power (the "Project") on a portion of property, more particularly identified hereto, and known as Tax Parcel ID Number 59.-4-14.200 (the "Property"), such Property being located at 5672 New York Highway 11, within the Town of Burke, Franklin County, New York (the then current owner(s) of the Property are referred to under this Agreement as the "Landowner"); and

WHEREAS, the Town of Burke Town Board conducted its review as required under the Town's Solar Energy Local Law, and issued the required special use permit and site plan approval in respect of the Project at its July 15th, 2021, meeting. In connection therewith, Company submits this Decommissioning Agreement to provide the Town with access to such funds for the Decommissioning (as defined below) of the Project on the terms and conditions set forth under this Agreement; and

WHEREAS, the Parties now desire to enter into this Agreement and to agree upon terms and conditions of the financial surety provided to the Town for the purpose of Decommissioning the Project.

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. At the start of physical construction of the Project following issuance of a building permit from the Town (the "Start Date"), the Company shall (i) post a Decommissioning Bond (the "Decommissioning Bond") in the amount of $366,374.39 (the "Initial Bond Amount"), representing 125% of the full cost of decommissioning and removal of the Project (the "Decommissioning Estimate"), an additional 2% annual escalation amount for the 35 year life of the Project, minus estimated inflation adjusted salvage credit , for the benefit of the Town upon the terms and conditions set forth in this Agreement, and (ii) deposit with the Town an amount equal to two (2) years' premiums for the Decommissioning Bond, which deposit shall be held for so long as the Project remains in commercial operation, in a separate Town escrow account to be set up and maintained by the Town. Company shall obtain an updated Decommissioning Estimate no less than every ten (10) years during the period in which the Project remains in commercial operation. If, based upon an updated

Decommissioning Estimate, any updated Decommissioning Plan provided by Company estimates the Decommissioning costs to be greater or less than the Decommissioning Bond amount then in place pursuant to the escalation schedule set forth in this Agreement, then Company shall adjust the value of the Decommissioning Bond accordingly; provided, however, that the value of the Decommissioning Bond will never be less than the Initial Bond Amount. In addition, pursuant to Section 7(c)(iii) of the Town Solar Law, the amount of $9,160.00, which represents the premium cost of the Decommissioning Bond for two years, shall be deposited with the Town and held in a special escrow account. Annually, the amount deposited with the Town in escrow shall be adjusted if there is any change in the premium amount for the Decommissioning Bond.

The Decommissioning Bond shall include language providing no less than ninety (90) days' notice to the Town and the Company prior to expiration, termination or revocation of the Bond. Upon posting of the Decommissioning Bond, the Company will provide the Town a copy of the related Decommissioning Bond policy with contact information for the financial provider. Company or its successor in title to the Project shall be responsible for renewing such Decommissioning Bond as long as the Project remains in commercial operation, which is expected to be for a period of thirty-five (35) years. In the event that the Decommissioning Bond expires, is terminated or is revoked for any reason and Company fails, within thirty (30) days after receipt of notice of such expiration, termination or revocation, to post a replacement Decommissioning Bond, then Company shall cease operation of the Project until such time as a replacement Decommissioning Bond has been posted for the benefit of the Town.

The Parties agree that the Bond shall be used solely to pay for any Decommissioning costs of the Project pursuant to the terms and conditions of this Agreement. Company shall have no further payment obligations to the Town in connection with Decommissioning during the operation of the Project provided that Company complies with posting the Decommissioning Bond in accordance with this Agreement. Notwithstanding anything in this Decommissioning Agreement to the contrary, the obligation to Decommission the project shall remain a primary obligation of the Company. If the Company defaults in its obligation to decommission the Project, the Town may seek specific performance of this obligation in which event, it shall be entitled to the costs of litigation, including reasonable attorney's fees. In the event the actual Decommissioning costs exceed the amount covered by the Decommissioning Bond, Company or its successor in title to this Project shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town using any amount covered by the Bond for any reason other than to pay for Decommissioning costs of the Project. The Town will have no right to use any amount from the Decommissioning Bond for any reason other than to pay for Decommissioning costs related to the Project pursuant to the terms and conditions of this Agreement.

2. Decommissioning as used in this Agreement shall mean the removal and disposal of all structures, equipment and accessories, including subsurface foundations and all other material, concrete, or debris, that were installed in connection with the Project and the reasonable restoration of the parcel of land on which the Project is built to either of the following, at the Company's and the Landowner's option ("Decommissioning"): (i) the

condition such lands were in prior to the development, construction and operation of the Project, including restoration, regrading, and reseeding, or (ii) the condition designed by Company or its successor and as agreed upon with the Landowner and the Town. The costs of Decommissioning under this Agreement include labor, professional services and any other costs reasonably associated with such restoration.

3. The Parties agree that the Decommissioning process of the Project by Company shall commence (and the funds to pay for the cost of any such Decommissioning from the Decommissioning Bond may be called) for the following reasons (each, a "Triggering Event"):

(a) Company provides written notice to the Town of its intent to retire or decommission the Project (the "Company Decommissioning Notice");

(b) Commercial operation of the Project has not started within twelve (12) months of the completion of construction;

(c) The Project "ceases to be operational" (as defined below) in its entirety for more than twelve (12) consecutive months; or

(d) The Company fails to keep in effect the Decommissioning Bond meeting the requirements of this Agreement as required under this Agreement.

In the event the Company fails to initiate Decommissioning of the Project within one-hundred eighty (180) days after any Triggering Event, or Company fails to provide a reasonable explanation for the delay or cessation of operation of the Project, then the Town will have the right to give Company written notice of its intent to Decommission the Project through use of the Decommissioning Bond (the "Town Decommissioning Notice"), and if Company does not cure the Triggering Event or initiate Decommissioning of the Project or provide a reasonable explanation for the delay or cessation of operation of the Project within thirty (30) days following receipt of such notice, then the Town may commence Decommissioning of the Project through use of the Decommissioning Bond or seek specific performance of the obligations of the Company under this Agreement, in the sole discretion of the Town. For the purposes of this Agreement, "ceases to be operational" shall mean that the Project is no longer generating any electricity, other than due to repairs to the Project or causes beyond the reasonable control of the Company. Any one of the Triggering Events outlined in this Section 3 shall be deemed a Triggering Event based upon which the Town shall have the right to demand Decommissioning pursuant to the terms and conditions of this Agreement.

4. In the event the Town has the right to perform the Decommissioning itself pursuant to the terms and conditions set forth in Section 3 above, Company (or its successors or assigns) and Landowner (or any of Landowner's heirs or assigns) agrees to give the Town right of reasonable access on Landowner's property to decommission the Project and shall defend, hold harmless and indemnify the Town or any of its employees, contractors, or agents for any and all claims, liability, loss or damage arising out of its exercise of its right to Decommission the Project as provided for herein, except in cases of negligence or willful

misconduct by the Town or any of its employees, contractors, or agents. For clarity, nothing in this Section 4 or this Agreement shall infer any obligation or responsibility, financial or otherwise, to Landowner (or any of Landowner's assigns) for any costs of Decommissioning the Project or obligate the Town to decommission the Project.

5. Upon Decommissioning of the Project, and payment of all amounts due to the Town hereunder, the Company shall have no further obligation to the Town and the Decommissioning Bond will be promptly returned and released to the Company.

6. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective administrators, successors and assigns, including a successor Company of the Project.

7. Company shall provide the Town with proof that it either carries sufficient Workers' Compensation insurance coverage for its employees in New York or that it is exempt from such requirement.

8. The Parties agree to execute and deliver any additional documents or take any further action as reasonably requested by another Party to effectuate the purpose of this Agreement.

9. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York.

10. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties.

11. Any and all notices required to be sent by the parties shall be addressed as follows: By certified mail or mail courier service:

To the Town:

Town of Burke
5165 State Route 11
P.O. Box 121
Burke New York 12917
Attn: Town Supervisor
supervisor@burkeny.org

With a copy to:

The West Firm, PLLC
Attn: Greg Mountain
Peter Kiernan Plaza

575 Broadway, 2nd Floor
Albany, New York 12207
Phone: (518) 641-0501
gam@westfirmlaw.com

To Company:

AES Glengarry Farms Solar, LLC
Attn: Development
2180 South 1300 East, Suite 500
Salt Lake City, Utah 84106

With copy to:

AES Clean Energy Development, LLC
Attn: General Counsel
2180 South 1300 East, Suite 500
Salt Lake City, Utah 84106
Email: acedlegalnotices@aes.com

12. The obligations and agreements of the Town contained herein shall be deemed the obligations and agreements of the Town, and not of any trustee, officer, agent or employee of the Town in his individual capacity, and the trustees, officers, agents and employees of the Town shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

[Signature Page Follows]

[Signature Page to Decommissioning Agreement]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

TOWN:

Town of Burke

By: _____
Name: William K Wood
Title: Supervisor

COMPANY:

AES Glengarry Farms Solar, LLC

By: _____
Name:
Title:

intact INSURANCE surety

CHANGE RIDER

To be attached to and form a part of decommissioning bond

Bond No. 800165481 issued by **ATLANTIC SPECIALTY INSURANCE COMPANY**, 605 Highway 169 North, Suite 800, Plymouth, Minnesota, USA 55441 as Surety on behalf of AES Glengarry Farms Solar, LLC, as Principal in favor of Town of Burke with reference to Glengarry Farms Solar effective the 25th of October, 2023.

It is hereby understood and agreed that the following item is amended:
Please see Attachment A

Signed, sealed and dated this 8th day of November, 2023

AES Glengarry Farms Solar, LLC
Principal

BY: Name: Title: Supervisor

Judy Tavernier
Witness

Atlantic Specialty Insurance Company

BY: Elizabeth Harmon
Attorney-In-Fact Elizabeth Harmon

SKE
Witness Stefan K. Englehardt

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com

B-20-002
Rev. 11/2021

Rider for Bond No. 800165481

Attachment A

It is hereby understood and agreed that the following item is amended:

Clause 3 shall be changed

FROM:

3. It is understood and agreed that this bond shall remain in full force and effect for the full period of the Permit, and that the obligation of the Surety may be terminated by the Surety by giving sixty (60) days advance notice in writing to the Obligee, delivered by a traceable form of delivery; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

TO:

3. It is understood and agreed that this bond shall remain in full force and effect for the full period of the Permit, and that the obligation of the Surety may be terminated by the Surety by giving ninety (90) days advance notice in writing to the Obligee, delivered by a traceable form of delivery; provided, however, that, if the Principal shall fail to post a replacement bond or other acceptable security, in a form acceptable to the Obligee, not less than thirty (30) days prior to such date of termination or cancellation, then the Obligee may draw upon this bond to decommission the Solar Facility or otherwise create a cash reserve to act as Principal's replacement financial security, and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Karl Choltus, Kelly M. Niemela, Sarah Harren, Brad Mapes, Michael Mertz, Emily Nagel, Allison Thornhill, Elizabeth Harmon, Jaimie Kangas, Cathy Combs**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of November, 2023

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

DECOMMISSIONING BOND

Bond # 800165481

KNOW ALL BY THESE PRESENTS, That AES Glengarry Farms Solar, LLC, as principal, and Atlantic Specialty Insurance Company, a corporation duly organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto, Town of Burke as Obligee in the sum of Three Hundred Sixty Six Thousand Three Hundred Seventy Four and 39/100 ($366,374.39), lawful money of the United States of America, for payment of which well and truly to be made, we bind ourselves, our heirs, executors, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has received a Special Use Permit from the Obligee for the placement of a solar energy facility comprised of solar energy collection cells/panels and related facilities necessary to harness sunlight for energy generation and distribution and associated support structure, braces, racking, wiring and related interconnection equipment (the "Solar Facility"), which Permit sets forth the terms and conditions which govern the use of such Solar Facility and which agreement is hereby specifically referred to and made part hereof. A surety bond is required as a condition of the Permit in order to guarantee the decommissioning of said Solar Facility which will be located at Glengarry Farms Photovoltaic Facility, Burke New York, as further detailed in the Permit.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall faithfully perform in accordance with the aforesaid Permit and indemnify the Obligee against all loss caused by the Principal's breach of any ordinance or agreement relating to the removal of the Solar Facility, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. The bond shall be effective October 25, 2023.
2. The liability of the Surety shall in no event exceed Three Hundred Sixty Six Thousand Three Hundred Seventy Four and 39/100 ($ 366,374.39), in the aggregate, the penal sum of this bond.
3. It is understood and agreed that this bond shall remain in full force and effect for the full period of the Permit, and that the obligation of the Surety may be terminated by the Surety by giving sixty (60) days advance notice in writing to the Obligee, delivered by a traceable form of delivery; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.
4. Neither the Surety's decision to cancel, nor the failure of the Principal to file a replacement bond or other security, shall in itself constitute a loss to the obligee recoverable under this bond.
5. All suits and actions against this bond must be brought within 60 days of the termination of the Permit or bond, whichever shall occur first.

SIGNED, SEALED AND DATED THIS 25th day of October, 2023.

AES Glengarry Farms Solar, LLC
(Principal)

BY:
Name:
Title:

Atlantic Specialty Insurance Company
(Surety)

BY: Elizabeth Harmon
Elizabeth Harmon, Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Karl Choltus, Kelly M. Niemela, Sarah Harren, Brad Mapes, Michael Mertz, Emily Nagel, Allison Thornhill, Elizabeth Harmon, Jaimie Kangas, Cathy Combs**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of October, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

[intact] INSURANCE surety

CHANGE RIDER

To be attached to and form a part of landscaping and access road repair bond

Bond No. 800165482 issued by **ATLANTIC SPECIALTY INSURANCE COMPANY**, 605 Highway 169 North, Suite 800, Plymouth, Minnesota, USA 55441 as Surety on behalf of AES Glengarry Farms Solar, LLC, as Principal in favor of Town of Burke with reference to Glengarry Farms Solar effective the 25th of October, 2023.

It is hereby understood and agreed that the following item is amended:
Please see Attachment A

Signed, sealed and dated this 8th day of November, 2023

AES Glengarry Farms Solar, LLC
Principal

Witness Judy Tavernier

BY: [signature]
Name: Supervisor
Title:

Atlantic Specialty Insurance Company

Witness Stefan K. Englehardt

BY: Elizabeth Harmon
Attorney-In-Fact Elizabeth Harmon

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com

Attachment A

It is hereby understood and agreed that the following item is amended:

Clause 3 shall be changed

FROM:

3. It is understood and agreed that this bond shall remain in full force and effect for the full period of the Permit, and that the obligation of the Surety may be terminated by the Surety by giving sixty (60) days advance notice in writing to the Obligee, delivered by a traceable form of delivery; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

TO:

3. It is understood and agreed that this bond shall remain in full force and effect for the full period of the Permit, and that the obligation of the Surety may be terminated by the Surety by giving ninety (90) days advance notice in writing to the Obligee, delivered by a traceable form of delivery; provided, however, that, if the Principal shall fail to post a replacement bond or other acceptable security, in a form acceptable to the Obligee, not less than thirty (30) days prior to such date of termination or cancellation, then the Obligee may draw upon this bond to perform the activities secured by this bond or otherwise create a cash reserve to act as Principal's replacement financial security, and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Karl Choltus, Kelly M. Niemela, Sarah Harren, Brad Mapes, Michael Mertz, Emily Nagel, Allison Thornhill, Elizabeth Harmon, Jaimie Kangas, Cathy Combs**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of November, 2023

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

OPERATION AND MAINTENACE
LANDSCAPING AND ACCESS ROADREPAIR BOND

Bond # 800165482

KNOW ALL BY THESE PRESENTS, That AES Glengarry Farms Solar, LLC, as principal, and Atlantic Specialty Insurance Company, a corporation duly organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto, Town of Burke as Obligee in the sum of Sixty Four Thousand Two Hundred Fifty and 00/00 ($64,250.00), lawful money of the United States of America, for payment of which well and truly to be made, we bind ourselves, our heirs, executors, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has received a Special Use Permit from the Obligee for the placement of a solar energy facility comprised of solar energy collection cells/panels and related facilities necessary to harness sunlight for energy generation and distribution and associated support structure, braces, racking, wiring and related interconnection equipment (the "Solar Facility"), which Permit sets forth the terms and conditions which govern the use of such Solar Facility and which agreement is hereby specifically referred to and made part hereof. A surety bond is required as a condition of the Permit in order to guarantee the plant establishment and maintenance of perimeter landscaping of said Solar Facility which will be located at Glengarry Farms Photovoltaic Facility, Burke New York, as further detailed in the Permit.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall faithfully perform in accordance with the aforesaid Permit and indemnify the Obligee against all loss caused by the Principal's breach of any ordinance or agreement relating to the establishment and maintenance of perimeter landscaping, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. The bond shall be effective October 25, 2023.
2. The liability of the Surety shall in no event exceed Sixty Four Thousand Two Hundred Fifty and 001/00 ($64, 250.00), in the aggregate, the penal sum of this bond.
3. It is understood and agreed that this bond shall remain in full force and effect for the full period of the Permit, and that the obligation of the Surety may be terminated by the Surety by giving sixty (60) days advance notice in writing to the Obligee, delivered by a traceable form of delivery; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.
4. Neither the Surety's decision to cancel, nor the failure of the Principal to file a replacement bond or other security, shall in itself constitute a loss to the obligee recoverable under this bond.
5. All suits and actions against this bond must be brought within 60 days of the termination of the Permit or bond, whichever shall occur first.

SIGNED, SEALED AND DATED THIS 25th day of October, 2023.

AES Glengarry Farms Solar, LLC
(Principal)

BY:
Name:
Title:

Atlantic Specialty Insurance Company
(Surety)

BY:
Elizabeth Harmon, Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Karl Cholius, Kelly M. Niemela, Sarah Harren, Brad Mapes, Michael Mertz, Emily Nagel, Allison Thornhill, Elizabeth Harmon, Jaimie Kangas, Cathy Combs**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of October, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Resolution #18

In the Matter of Brookside Solar, LLC

Matter No. 21-00917

1. On April 11, 2023, the New York State Office of Renewable Energy Siting (the Office) issued a draft permit for the Brookside Solar, LLC Facility (DMM Item No. 42, Draft Permit).

2. The Office, the Towns of Burke and Chateaugay, and the Permittee (collectively, the "Parties") have resolved, by stipulation, potential issues, which but for this stipulation, would have been identified as issues for adjudication by the Parties related to the amount of decommissioning security and annual increases thereto.

3. The Town of Burke, Town of Chateaugay, the Office, and Permittee hereby stipulate that the Final Decommissioning and Site Restoration Plan and surety submitted shall include a 15% contingency factor and a 2%, per year, life of project escalator as outlined in the Permittee's Application at Exhibit 23: Site Restoration and Decommissioning, Appendix 23-1, Attachment U - Revised Decommissioning Cost Estimate (Redacted)(DMM Item No. 26).

4. The Parties stipulate that the 2% escalator will be applied to the net decommissioning estimate after the 15% contingency factor is applied and will be calculated out to 30 years. The final decommissioning security will be obtained for the total cost after 30 years assuming a 2% escalator every year.

5. The Parties further stipulate that the final decommissioning and site restoration estimate will be revaluated after one year of operation and every fifth year thereafter and adjusted for inflation/cost increases. The reevaluation will be based upon the net decommissioning estimate at the time the reevaluation is conducted and will not include the 2% escalator as construction costs and salvage costs may escalate at different rates.

6. The Parties further stipulate that the decommissioning security held by the Towns will be increased, if after reevaluation, the net decommissioning estimate exceeds the 30-year 2% estimate. By way of example, in year six the total amount of security held by the Towns is anticipated to be $6,234,707; if, during review of anticipated decommissioning costs the total estimated cost to decommission the Facility is lower than the amount of security held by the Towns, the estimate will not be updated.

7. The Parties support the Office amending the Additional Findings in § 4(a)(1) to read:

   Based upon the specific facts in this case, the Office respectfully approves limited relief with respect to § 7.e.iii(1) of the Solar Energy Local Law of the Town of Chateaugay and elects not to apply the requirements for the amount of decommissioning security, which are unreasonably burdensome in light of CLCPA targets and the environmental benefits of the

proposed Facility. The Permittee shall provide decommissioning and site restoration security in amounts meeting the requirements set forth in 19 NYCRR §§ 900-2.24(c), 900-6.6(b) and 900-10.2(b) and as further set forth in the stipulation between the Town of Burke, Town of Chateaugay, the Permittee and the Office.

Upon stipulation between the Town of Burke, Town of Chateaugay, the Permittee and the Office, the Parties agree that the amount of decommissioning security held by the Towns shall include a 15% contingency and a 2%, per year, life of project escalator as outlined in the Permittee's Application at Exhibit 23: Site Restoration and Decommissioning, Appendix 23-1, Attachment U - Revised Decommissioning Cost Estimate (Redacted)(DMM Item No. 26). The financial security is to be held separately by each Town in an amount based on the proportional Facility components sited in each Town. The amount of security held by the Towns will include the 30-year 2% escalator factor.

The final decommissioning and site restoration estimate will be revaluated after one year of operation and every fifth year thereafter and adjusted for inflation/cost increases. The reevaluation will not consider the 2% escalator in any recalculation, and the Permittee will only be required to increase the decommissioning security held by the Towns if after reevaluation the estimate exceeds the 30-year 2% estimate.

8. The Parties support the Office amending the Additional Findings in 4(b)(1) to read:

Based upon the specific facts in this case, the Office respectfully approves limited relief with respect to § 7.e.iii(1) of the Solar Energy Local Law of the Town of Burke and elects not to apply the requirements for the amount of decommissioning security, which are unreasonably burdensome in light of CLCPA targets and the environmental benefits of the proposed Facility. The Permittee shall provide decommissioning and site restoration security in amounts meeting the requirements set forth in 19 NYCRR §§ 900-2.24(c), 900-6.6(b) and 900-10.2(b) and as further set forth in the stipulation between the Town of Burke, Town of Chateaugay, the Permittee and the Office.

Upon stipulation between the Town of Burke, Town of Chateaugay, the Permittee and the Office, the Parties agree that the amount of decommissioning security held by the Towns shall include a 15% contingency and a 2% life of project escalator as outlined in the Permittee's Application at Exhibit 23: Site Restoration and Decommissioning, Appendix 23-1, Attachment U - Revised Decommissioning Cost Estimate (Redacted)(DMM Item No. 26). The financial security is to be held separately by each Town in an amount based on the proportional Facility components sited in each Town. The amount of security held by the Towns will include the 30 year 2% escalator factor.

The final decommissioning and site restoration estimate will be revaluated after one year of operation and every fifth year thereafter and adjusted for inflation/cost increases. The reevaluation will not consider the 2% escalator in any recalculation, and the Permittee

will only be required to increase the decommissioning security held by the Towns if after reevaluation the estimate exceeds the 30 year 2% estimate.

9. Nothing in this stipulation changes any other provisions of the Draft Permit.

10. All other provisions of the Towns' Solar Laws remain unchanged and are not affected by this stipulation.

11. Nothing in this stipulation changes the Permittee's obligation to provide a Final Decommissioning and Site Restoration Plan as a compliance filing pursuant to 19 NYCRR 900-10.2(b) and the requirements of this stipulation.

12. This stipulation is entered into as a result of negotiations between the Office, the Town of Burke, the Town of Chateaugay and the Permittee. 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.

13. This stipulation may be executed in counterparts.

Timothy Cripper

Town of Burke
By: Timothy CRIPPER
Date: 11-8-23

Town of Chateaugay
By:
Date:

Brookside Solar LLC
By:
Date:

Office of Renewable Energy Siting
By:
Date:

STIPULATION OF SETTLEMENT
In the Matter of Brookside Solar, LLC
Matter No. 21-00917

THIS STIPULATION OF SETTLEMENT (Stipulation) is entered into as of the 15 day of August, 2023, by and between Brookside Solar, LLC (Applicant), the Town of Burke, the Town of Chateaugay, and the New York State Office of Renewable Energy Siting (Office or ORES) in settlement of certain issues concerning the Draft Permit issued by the Office in this matter dated April 11, 2023 (DMM Item No. 42, Draft Permit).

1. In accordance with the terms and conditions set forth hereinbelow, the Applicant, the Town of Burke, the Town of Chateaugay, and the Office (collectively, the "Parties") have resolved, by stipulation, potential adjudicable issues related to the amount of decommissioning security and annual increases thereto. The Applicant shall provide decommissioning and site restoration security in amounts meeting the requirements set forth in 19 NYCRR §§ 900-2.24(c), 900-6.6(b) and 900-10.2(b) and as further set forth in this Stipulation between the Parties.

2. The Applicant, the Town of Burke, the Town of Chateaugay, and the Office, hereby stipulate that the Final Decommissioning and Site Restoration Plan and security submitted shall include a 15% contingency factor and a 2%, per year, life of project escalator as outlined in the column titled "ORES 115%+2% INC. TOTAL COST" of the Applicant's Application at Exhibit 23: Site Restoration and Decommissioning, Appendix 23-1, Attachment U - Revised Decommissioning Cost Estimate (DMM Item No. 52).

3. The Parties stipulate that the 2% escalator will be applied to the net decommissioning and site restoration estimate as defined in 19 NYCRR § 900-6.6(b), and will be calculated out to 30 years.[1] The final decommissioning security will be obtained for the total cost after 30 years assuming a 2% escalator every year.

4. The Parties further stipulate that the final decommissioning and site restoration estimate will be revaluated after one year of operation and every fifth year thereafter and adjusted for inflation or other cost increases. The reevaluation will be based upon the net decommissioning estimate at the time the reevaluation is conducted and will not include the 2% escalator as construction costs and salvage costs may escalate at different rates.

5. The Parties further stipulate that the decommissioning security held by the Towns will be increased, if after reevaluation, the net decommissioning estimate exceeds the existing

[1] Pursuant to 19 NYCRR § 900-6.6(b), "the net decommissioning and site restoration estimate is equal to the gross decommissioning and site restoration estimate (which is the overall decommissioning and site restoration estimate plus a fifteen (15) percent contingency cost) less the total projected salvage value of facility components."

Executive Law § 94-c. 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.

11. This Stipulation may be executed in counterparts.

Town of Burke
By: Timothy CRIPPEN
Date: 11-14-15

Town of Chateaugay
By: Kirby Selkirk
Date: 11/14/23

Michael Farrell

Brookside Solar LLC
By: Michael Farrell
Date: 8/15/23

Office of Renewable Energy Siting
By: Hayley Carlock
Date: 11/15/23