

EXHIBIT H

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

NORFOLK SOUTHERN RAILWAY
COMPANY,

Plaintiff,

v.

No. 1:25-cv-1413-BKS-PJE

VILLAGE OF VOORHEESVILLE,
RICHARD STRAUT, in his official capacity
as Mayor; STEVE MASON, in his Official
capacity as Code Enforcement Officer and
Building Inspector,

Defendants.

STIPULATION AND ORDER

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for plaintiff, NORFOLK SOUTHERN RAILWAY COMPANY (“Norfolk Southern”), and defendants, VILLAGE OF VOORHEESVILLE, RICHARD STRAUT and STEVE MASON (collectively, the “Village of Voorheesville”), that the preliminary injunction that was granted against the Village of Voorheesville in the Decision and Order of this Court, dated December 3, 2025 (“Order”), by and through this Stipulation and Order, is deemed permanent, except as specifically modified herein.

IT IS FURTHER STIPULATED AND AGREED that the Village of Voorheesville has rescinded and withdrawn its stop work order (as referenced in the Order) and provided Norfolk Southern with sufficient proof of such official action by the Village of Voorheesville.

IT IS FURTHER STIPULATED AND AGREED that, with respect to the construction and operation of Norfolk Southern’s crew-change facility that require the provision of municipal services of any kind or nature, including water and sewer connections and services (collectively,

the “Facility Services”), the Village of Voorheesville shall process and implement all aspects of the Facility Services in the same manner in which the Village of Voorheesville processes and implements similar services for any other commercial enterprise in the Village of Voorheesville, including any terms and conditions that may be customary for a project substantially similar to the Facility Services, and shall not use its deliberations, policy, procedures, local regulations or ordinances to prevent the delivery of the Facility Services or to otherwise discriminate against Norfolk Southern as a Class I railroad.

IT IS FURTHER STIPULATED AND AGREED that the parties agree to the jurisdiction of the United States District Court for the Northern District of New York regarding further disputes involving the contents of this Stipulation and Order or the allegations made within Norfolk Southern’s Complaint as filed in this action.

IT IS FURTHER STIPULATED AND AGREED that Norfolk Southern hereby dismisses the above-entitled action pursuant to Rule 41(a)(2) without costs to any party.

Dated: January 29, 2026

SIDLEY AUSTIN LLP

/s/ Tobias S. Loss-Eaton, Esq.

Tobias S. Loss-Eaton

(pro hac vice)

Attorneys for Plaintiff

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/s/ Jack Calareso, Jr., Esq.

Jack Calareso, Jr., Esq.

Attorneys for Defendants

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IT IS SO ORDERED

Dated: January 30, 2026

Syracuse, New York

Brenda K. Sannes

Brenda K. Sannes

Chief U.S. District Judge