

ROAD USE AGREEMENT

THIS ROAD USE AGREEMENT entered into this ___ day of _____, 2026, ("Agreement") is by and between SCOTT ROAD SOLAR LLC, a New York limited liability company (the "Company") with offices at 143 West Street, Suite C201, New Milford, CT 06776 and the TOWN OF HOMER, a municipal corporation organized and existing under the laws of the State of New York ("the Town") and with offices at 31 North Main Street, Homer, New York 13077. The Company and the Town may sometimes be referred to herein individually as a "Party or collectively as "Parties".

WITNESSETH

WHEREAS, the Company desires to construct a solar energy generating facility in the Town, together with related infrastructure including access roads, power collection and electrical transmission lines, located within the Town (collectively the "Project"): and

WHEREAS, in connection with the Project, the Company will use certain of the Town's roadways ("Roads") listed on the attached Exhibit A and appurtenant structures such as culverts, manholes and other drainage features, guardrails, bridges, utilities and signage ("Appurtenant Structures") on, under or adjacent to the Roads, to transport materials and equipment to and from the Project sites and for other purposes permitted hereinafter; and

WHEREAS following completion of the Project, the Company has agreed to inspect, repair and reconstruct the Roads and Appurtenant Structures to at least the condition for each that existed immediately prior to the commencement of construction of the Project to ensure safe, normal travel by the public.

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

1. **Access and Improvement:** The Town hereby grants the Company, and its employees, agents and contractors, a non-exclusive right and permit to enter upon the Roads and make necessary improvements, if any, to Appurtenant Structures during the term of this Agreement. It is understood and agreed to by the Company that weather and other conditions may require that traffic be restricted if any potential uses would cause a danger to the public or damage the roads in a manner not contemplated by this Agreement.

2. **Inspection:**
 - a. The Company shall hire a New York State Licensed Civil Engineer (the "Company's Engineer") who is acceptable to the Town to inspect the Roads and Appurtenant Structures prior to the commencement of construction of the Project to document the condition of the Roads and Appurtenant Structures and determine whether the Roads and Appurtenant Structures are in a condition sufficient to support the construction activities. The results of such inspections shall be set forth in a written report certified to the Town from the Company's Engineer (the "Pre-Construction Inspection Report").

- b. The Pre-Construction Inspection Report shall be provided to the Town Supervisor, the Town Highway Superintendent, the Attorney representing the Town on the Project, and the Town Engineers. The Town may then request clarifications and/or revisions to the Pre-Construction Inspection Report within fifteen (15) calendar days before it is finalized.
 - c. Security and Insurance Information. Within twenty (20) days from acceptance of the Pre-Construction Inspection Report, the Company shall provide the Town with sufficient financial security to address the scope of work identified therein and a certificate of insurance in accordance with the requirements of this Agreement.
 - d. Notice of Construction. After acceptance of the Pre-Construction Inspection Report, the Company agrees to provide the Town written notice of the commencement of construction. The Parties acknowledge that the financial security and proof of insurance required in Paragraph 2(c) shall be provided to the Town together with the Notice of Construction.
 - e. Video Surveys. All road inspections referenced in this agreement shall include a video survey of the roads at the Company's cost and expense.
3. **Inspections and Interim Repairs During Construction:**
- a. Inspections may be performed periodically during construction of the Project to see whether (i) material damage to the Roads or Appurtenant Structures has occurred due to the Project and (ii) repairs need to be made prior to the completion of construction to allow the safe, normal travel by the public.
 - b. If the Town Highway Superintendent determines repairs are necessary to allow safe, normal travel by the public, the Town may request that the Company promptly make such reasonable interim repairs.
 - c. If the Town Highway Superintendent determines that the Company caused damage to the Roads or Appurtenant Structures that presents a safety hazard, the Company shall take corrective action within forty-eight (48) hours of written notice.
 - d. Nothing in this Agreement shall impair the authority of the Town Highway Superintendent, in the event he or she determines that a hazard exists which could affect public safety, to suspend, limit or restrict use of the Roads or Appurtenant Structures, until necessary repairs or remediation are completed.
 - e. The Company shall promptly remove mud and debris from public roads and implement dust control measures as necessary.
4. **Road Specifications:** In the event repairs of the Roads or Appurtenant Structures is required, the Town's Highway Superintendent in consultation with the Town Engineer shall identify the specification the required for any Repair Activities which shall be consistent with customary road construction specifications within the Town, including slope, binder

or ground materials, minimums of materials, shoulders and replacement of culvert pipes and any other road construction issues that are impacted by the Company's road use, as identified in the Post-Construction Inspection Report.

5. **Repair and Reconstruction:**

- a. Post-Construction Repairs. The Company shall provide written notice to the Town when construction is completed ("Notice of Completion"). Within ninety (90) days of the delivery of the Notice of Completion, the Company shall repair any damage to the Roads and Appurtenant Structures caused by the Company during construction of the Project to permit safe, normal travel by the public. In the event weather or other conditions exist that prevent completion of the Repairs, the Company shall notify the Town Highway Superintendent and establish a mutually agreeable schedule for such work to be completed.
- b. Procedure. The procedure for Post-Construction Repair work shall be as follows:
 - i. The Company's Engineer shall inspect the Roads with the Town Highway Superintendent (taking into account road surface, base, sub-base and shoulder) and Appurtenant Structures to determine if the Roads and the Appurtenant Structures were materially negatively affected by construction of the Project and what repair measures and construction activities, if any, are needed to return the Roads to at least the condition identified in the Pre-Construction Inspection Report and allow the safe, normal travel by the public.
 - ii. The Company's Engineer shall prepare a report containing these findings which shall also include photographs or video of the Roads, Appurtenant Structures, and identify areas of material concern to be addressed by the Company. The results of such inspections shall be set forth in a written report certified to the Town (the "Post-Construction Inspection Report").
 - iii. The Post-Construction Inspection Report will be provided to the Town Supervisor, the Town Highway Superintendent, the Attorney representing the Town on the Project, and the Town Engineer. The Town may request clarifications and/or revisions to the Post-Construction Inspection Report within thirty (30) calendar days.
 - iv. The Company shall undertake construction needed to repair the identified areas of material concern ("Repair Activities") in the Post-Construction Inspection Report to return the Roads and Appurtenant Structures to the condition that existed prior to construction of the Project (as documented in the Pre-Construction Inspection Report) and allow the safe, normal travel by the public.

- v. The Company will make a good faith effort to coordinate the timing of Repair Activities with the schedule of the Town Highway Superintendent.
- c. Certificate of Completion. Following performance of Repair Activities, the Company shall provide the Town with a certification of completion of such repairs and reconstruction as called for by the Post-Construction Inspection Report (“Certificate of Completion”) from the Company’s Engineer.
- d. Town Acceptance of Repair Activities.
 - i. Within fifteen (15) calendar days after receipt of the Certificate of Completion, the Town shall either:
 - 1. send a written acceptance of the Certificate of Completion from the Town Attorney or Supervisor to the Company (the “Town Acceptance”), or
 - 2. identify any Repair Activity that failed to sufficiently restore the condition of the Road or Appurtenant Structure to its pre-construction condition (“Remedial Work”). If any Remedial Work is identified, the Company shall complete such work and provide certification from the Company’s Engineer, and the Town shall issue the Town Acceptance with ten (10) days of receipt of the certification.
 - ii. Upon issuance of the Town Acceptance or completion of any remedial work needed, the Company’s repair obligations under this Agreement shall be deemed satisfied; provided, however, that the Company’s indemnification, insurance, financial security, and default obligations shall survive completion.

6. Financial Security:

- a. Prior to commencement of construction of the Project, the Company shall provide financial security in the form of an irrevocable letter of credit or performance bond acceptable to the Town.
- b. The amount of such financial security shall be determined by the scope of work necessary to complete the Repairs as identified in the Pre-Construction Inspection Report and a contingency to be determined by the representatives of the Company together with the Town Engineer and Highway Superintendent to address potential repairs during construction. If the financial security is not sufficient to address the repairs identified in the Post-Construction Inspection Report, the Company shall provide additional security for said costs therein.
- c. The financial security, as may be supplemented, shall remain in full force and effect

until the Town issues the Town Acceptance described herein.

d. In the event the Company fails to undertake and diligently pursue required Repair Activities within ninety (90) days after written notice from the Town (or such shorter period as required for safety reasons), the Town may draw upon the financial security and undertake such repairs.

e. The financial security shall not limit the Company's obligation to make repairs in the event that the cost of Repairs required under this Agreement exceeds the amount of such security.

7. Indemnification:

The Company shall defend, indemnify, and hold harmless the Town, the Town Board, the Town Highway Superintendent, and their respective officers, employees, agents, and consultants from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Company's use of the Roads, , or failure to perform obligations under this Agreement. This provision shall survive termination of this Agreement.

8. Insurance:

Prior to commencement of construction, the Company shall provide certificates of insurance evidencing: Commercial General Liability (\$1,000,000 per occurrence / \$2,000,000 aggregate), Umbrella Liability (\$5,000,000), Automobile Liability (\$1,000,000), and Workers' Compensation as required by New York law. The Town, Town Board, and Highway Superintendent shall be named as Additional Insureds. Policies shall not be canceled without thirty (30) days' prior written notice to the Town.

9. Miscellaneous:

- a. Due Authorization. The Company hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Company. The Town hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the Town.
- b. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.
- c. Amendments. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding

unless it shall be in writing and signed by both Parties to this Agreement.

- d. Notices. All notices shall be in writing and sent (including via electronic) to the Parties hereto at the addresses set forth below (or to such other address as such Party shall designate in writing to the other Party at any time).

To the Town: Town of Homer Supervisor
31 North Main Street, Homer, NY
supervisor@townofhomerny.gov

With a Copy to: Attorney for the Town
attorney@townofhomerny.gov

To the Company: Scott Road Solar LLC
143 West Street, Suite C201
New Milford, CT 06776
Attn: Shaun Brazo, President

With a Copy to: Seaboard Solar Operations LLC
143 West Street, Suite C201
New Milford, CT 06776
Attn: Pedro Rodriguez

- e. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.
- f. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, irrespective of any conflict of laws or provisions. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.
- g. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.
- h. Assignment. This Agreement may not be assigned by the Company to a third-party without prior written consent of the Town Board, which consent shall not be unreasonably withheld, delayed or conditioned, provided that the third-party successor shall have executed a written assumption of this Agreement and a copy of such assumption is provided to the Town. The Parties agree that the transfer of control of the Company to an affiliate of the Company shall not require consent from the Town provided that the Company provides prior written notice of such transfer of control.

- i. Invalid Terms. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- j. Waiver. Failure of Town or the Company to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.
- k. Professional Costs. It is the intent of the Parties that the Company will pay for reasonable and documented legal and engineering costs incurred by the Town for performance of its duties in accordance with this Agreement.
- l. Approval. Whenever in this Agreement the approval or consent of either the Town or Company is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.
- m. Litigation. In any litigation arising from or related to this Agreement, the Parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement. The parties agree that venue for any dispute or matter arising under this Agreement shall lie in the Supreme Court of Cortland County, New York.
- n. Entire Agreement. This Agreement constitutes the entire agreement between the Town and Company and no promises or representations, express or implied, either written or oral, not set forth in this Agreement shall be binding upon or inure to the benefit of the Town or Company.

[Signatures on Next Pages]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute and deliver this Road Use Agreement this ___ day of _____, 2026.

TOWN OF HOMER,
a municipal corporation

By: _____
Name: _____
Title: Supervisor

SCOTT ROAD SOLAR LLC,
a New York limited liability company

By: _____
Name: _____
Title: Authorized Representative

EXHIBIT A

ROADS

This Agreement applies to the Company's use of the following Town Roads:

1. West Scott Road – the 0.49 mile segment depicted on the attached sketch entitled “NY_Homer_Road Agreement Sketch_031726”;
2. Houghton Hill Road – the 1.77 mile segment depicted on the attached sketch entitled “NY_Homer_Road Agreement Sketch_031726”.

