

## HOST COMMUNITY AGREEMENT FOR SOLAR ENERGY SYSTEM

THIS AGREEMENT FOR A HOST COMMUNITY AGREEMENT (this "Agreement"), effective as of \_\_\_\_\_, 2026 (the "Effective Date"), is by and between New Energy Solar 10 LLC (the "Owner" or "Applicant"), with a principal place of business located at 166 Taylor Dr, Depew, NY 14043, and the TOWN OF WALES, a municipal corporation duly established with a principal place of business located at 12345 Big Tree Road, Wales Center, New York 14169 (the "Town," and collectively with the Owner, the "Parties").

### RECITALS

WHEREAS, the Owner has proceeded through the Town's approval process for construction and operation of an approximately 2.7 megawatt (AC) solar energy facility (the "Solar Energy System" or "Project") to be located at 13748 Big Tree Road in Wales, New York (the "Property"); and

WHEREAS, the Town Board is considering issuance of a special use permit and related authorizations for the Project, and the Town has indicated its intent to require a host community agreement with the Owner (or any successor owner of the Project) under which the Owner will make a host community payment to the Town; and

WHEREAS, the Owner desires to support the Town and to provide a host community benefit payment upon achievement of the Project milestone described herein;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** All of the foregoing recital paragraphs set forth above in this Agreement are herein incorporated by reference as if set forth at length.
2. **Host Community Payment.** The Owner (or its assignees) commits to a host community benefit payment to support the Town in connection with the Project, as follows:
  - a. **Purpose.** The payment made under this Agreement shall be used to benefit the public in a manner to be determined by the Town Board.
  - b. **Payment Rate; Calculation.** The Owner shall make a one-time payment to the Town in an amount equal to \$10,000 per MW (AC) based on the Project's Final System Size (MWac) as determined under subsection (d) below.
  - c. **Projected Payment (Current Layout).** Based on the current system layout, the Project is projected to be approximately 2.7 MW (AC) and the projected host community payment is therefore \$27,000. This projection is not controlling if the

Final System Size differs.

- d. **Payment Due Date; Final System Size Determination; PTO Trigger.** The full amount of the payment shall be due within thirty (30) days after the Project achieves Permission to Operate (“PTO”) (i.e., written authorization issued by the interconnecting utility permitting the Project to energize/operate and generate electricity). The Owner shall provide the Town a copy of the PTO authorization within five (5) business days after receipt (redactions permitted only for account numbers or similar utility identifiers). The Final System Size (MWac) shall be determined based on the MWac reflected in the PTO documentation and/or final interconnection documentation, as reasonably confirmed by as-built electrical documentation and inverter nameplates.
- e. **Payment Delivery.** Payment shall be made payable to “Town of Wales” and delivered to the Town Supervisor (or designee) at Town of Wales, 12345 Big Tree Road, Wales Center, NY 14169, or such other address as the Town designates by written notice.
3. **Binding Effect.** This Agreement shall be binding upon the Parties and their successors and assigns.
4. **Notice.** Any notice contemplated under this Agreement shall be deemed to have been given if the same shall be provided, in writing, to the other Party, and shall be delivered personally, deposited in the United States Mail by registered or certified mail, return receipt requested, postage prepaid, or sent by any nationally recognized delivery service and addressed as set forth below (or to such other address as a Party may designate by notice):

**If to the Town:**

Town Supervisor  
Town of Wales  
12345 Big Tree Road  
Wales Center, NY 14169

**If to the Owner:**

New Energy Solar 10 LLC  
166 Taylor Dr  
Depew, NY 14043
5. **Severability.** If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be

invalid or illegal or unenforceable by any court of competent jurisdiction, such portion so adjudged shall be deemed separate, distinct and independent and the remainder of this Agreement shall remain in full force and effect.

6. **Effect of Agreement.** None of the Parties to this Agreement shall use this Agreement or the terms hereof as an admission against another Party during or subsequent to the term hereof, except in a legal proceeding seeking to enforce this Agreement or asserting breach thereof.
7. **Governing Law; Jurisdiction; Venue.** This Agreement shall be made and interpreted in accordance with the laws of the State of New York. Both Parties consent to the jurisdiction of the New York State courts in and for the county in which the Project is located regarding interpretation or enforcement of this Agreement. Any litigation arising hereunder shall be brought solely in such courts.
8. **Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
9. **Miscellaneous.** The Parties do not intend to create and nothing contained in this Agreement shall be construed as creating a joint venture or partnership between the Town and the Owner. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies, or other benefits under or by reason of this Agreement.

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