

# ESCROW AGREEMENT FOR SEQR and PROJECT REVIEW

THIS AGREEMENT, made this 12 day of March, 2026, by and among:

Quantum DPI Group Inc. on behalf of Springfield Center Solar LLC, with an address at 158 Co Hwy 29A Springfield Center, NY 13468 ("Applicant"),

Town of Springfield Planning Board, with an address at 129 Co Hwy Springfield Center NY 13468, ("Town").

Town Supervisor Escrow Agent, with a mail address at P.O. Box 176 Springfield Center Ny 13468

WITNESSETH:

WHEREAS, the Applicant has submitted an application for Springfield Center Solar Farm Project located at 158 Co Hwy Springfield Center (the "Project"); and

WHEREAS, the Planning Board (the "Board") is the Lead Agency for the environmental review of the Project pursuant to the State Environmental Quality Review Act (SEQR); and

WHEREAS, the Board has determined that it requires professional engineering, planning, legal, or other consulting services to assist in the review of the Environmental Impact Form and associated applications; and

WHEREAS, the Town Local Law #2 Town Zoning as amended 2025, Section 10.1 requires the Applicant to pay for such professional services to ensure the technical review is completed accurately and expeditiously; and

WHEREAS, the Applicant agrees to deposit funds with the Escrow Agent to pay for said services.

NOW, THEREFORE, the parties agree as follows:

1. Establishment of Escrow Account. The Applicant shall deposit with the Escrow Agent the sum of \$5,000 (the "Initial Deposit") upon execution of this agreement. The Town Supervisor shall hold these funds in a non-interest-bearing to be used solely for the payment of professional consulting services related to the SEQR and Project review of this Project.
2. Use of Funds. The Board may instruct the Town Supervisor to pay for services rendered by Consultant(s) for the review of the Project.
3. Replenishment of Funds. If the Escrow Account balance drops below \$1,000, the Applicant shall, within ten (10) days of notice, deposit additional funds to bring the balance back up to the initial sum.
4. Invoices. The Town Supervisor shall pay invoices for consulting services upon approval of the Board. The Board shall provide the Applicant with copies of all approved invoices.

5. Termination. Upon completion of the SEQR and Project review process, including the adoption of a Findings Statement, and after all consultants have been paid in full, any remaining funds in the Escrow Account shall be returned to the Applicant.
6. Disputes. If the Applicant disputes any invoice, they must notify the Board in writing within 10 days of receiving the invoice.
7. Governing Law. This agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Quantum DPI Group, Inc.: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Springfield Planning Board: Henry Mico

Date: 3/13/2026

Town of Springfield Supervisor: Paul O. Zy

Date: 3/13/26

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