

THE MEETING TONIGHT IS FOR THE CONDUCT OF TOWN BUSINESS BY THE TOWN BOARD. THE PUBLIC IS INVITED TO PARTICIPATE AT THE ITEMS MARKED ON THE AGENDA "PUBLIC COMMENT." DURING THAT SEGMENT OF THE MEETING, IF YOU HAVE A QUESTION OR COMMENT FOR THE SUPERVISOR, PLEASE RAISE YOUR HAND AND WAIT TO BE ACKNOWLEDGED. PLEASE STATE YOUR FULL NAME AND LIMIT YOUR REMARKS TO THREE MINUTES. THANK YOU FOR YOUR ANTICIPATED COOPERATION.

AGENDA  
WORKSHOP MEETING  
TOWN BOARD TOWN OF MARLBOROUGH  
21 MILTON TURNPIKE, MILTON NY  
APRIL 28, 2025 7:00 PM

ITEM #1 Call to order - Pledge of Allegiance

ITEM #2 Moment of Silence

ITEM #3 Motion to approve agenda

ITEM #4 Motion to approve minutes from the April 14, 2025 Town Board Meeting

ITEM #5 Authorize payments of bills-\$**280,191.47**

ITEM #6 Supervisor Updates

ITEM #7 Presentations

ITEM #8 Comments on the agenda

ITEM #9 Reports of Committees

ITEM #10 New Business

ITEM #11 Workshop topics

A). Open Board discussion

ITEM #12 Correspondence

ITEM #13 Public Comment

ITEM #14 Resolutions

- A). Resolution # 56 To adopt a Town Policy
- B). Resolution # 57 To award fuel items
- C). Resolution # 58 To award highway items
- D). Resolution # 59 To appoint part time police officer
- E). Resolution # 60 To authorize the Supervisor to sign a PILOT agreement

ITEM # 15 Adjournment

April 28, 2025

**A). Resolution # 56 To adopt a Town Policy**

Supervisor Corcoran proposes the following:

**WHEREAS**, Chapter 302 of the Laws of 2024 amended Article 6 of the Freedom of Information Law (“FOIL”) to include a mandate that “[a]ll agencies subject to the requirements of this article shall develop a policy regarding providing a notification to public employees in the event that the agency is responding to a request for such employee’s disciplinary records.” Public Officers Law §87(6); and

**WHEREAS**, the intent of the amendment is that impacted public employees should have minimum notice when their personal information has been released to the public; and

**WHEREAS**, the amendment became effective on September 4, 2024; and

**WHEREAS**, the Marlborough Town Board desires to implement the above mandate by adopting a policy to be known as the “Policy on Employee Notification of Disciplinary Records Request Under FOIL”, which policy is attached hereto as “Exhibit A” (the “Policy”);

**NOW, THEREFORE, IT IS RESOLVED** by the Town Board that the Policy is hereby adopted, ratified and approved.

The foregoing resolution was duly put to a vote which resulted as follows:

Supervisor Corcoran	_____
Councilperson Molinelli	_____
Councilperson Cauchi	_____
Councilperson Zambito	_____
Councilperson Sessa	_____

DATED:      Milton, New York  
\_\_\_\_\_, 2025

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COLLEEN CORCORAN, TOWN CLERK

## EXHIBIT A

### TOWN OF MARLBOROUGH, NEW YORK POLICY ON EMPLOYEE NOTIFICATION OF DISCIPLINARY RECORDS REQUEST UNDER FOIL (N.Y. Public Officers Law §87[6]) Adopted \_\_\_\_\_, 2025

#### **PURPOSE**

In accordance with New York Public Officers Law § 87(6), the Town of Marlborough adopts this policy to establish a clear, consistent, and legally compliant framework for notifying current and former employees when their disciplinary records are requested under the Freedom of Information Law (FOIL). This policy ensures employees are informed of such releases, outlines the notification process, and balances transparency with privacy considerations, while fulfilling the Town's obligations under New York State law. The Town Board reserves the right to amend this policy as needed to address evolving legal requirements or operational needs.

#### **DEFINITIONS**

1. **Employee:** Any individual currently or previously employed by the Town of Marlborough, including but not limited to administrative staff, public works employees, and law enforcement personnel. This definition excludes elected officials and independent contractors unless otherwise specified by law.
2. **Disciplinary Records:** Records as defined under Public Officers Law § 86(6), including those created in furtherance of a disciplinary proceeding, such as:
  - Complaints, allegations, or charges against an employee;
  - The employee's name as the subject of the complaint or charge;
  - Transcripts, exhibits, or other documentation from disciplinary hearings or trials;
  - The disposition of any disciplinary proceeding;
  - Final written opinions or memoranda supporting the disposition, including factual findings, analysis of conduct, and imposed discipline.
3. **Freedom of Information Law (FOIL):** Requests for public records made pursuant to New York Public Officers Law §84 et seq.
4. **Response:** The Town's final submission of documents to a FOIL requestor, including initial responses and any subsequent responses following an appeal.

#### **APPLICABILITY**

This policy applies to all FOIL requests received by the Town of Marlborough seeking employee disciplinary records, except when the request originates from the employee seeking their own records. If a collective bargaining agreement includes a negotiated procedure for such notifications, that procedure shall take precedence over this policy.

#### **POLICY**

##### **Notification Requirement**

The Town of Marlborough commits to notifying current and former employees when their disciplinary records are subject to a FOIL request. Notification will be provided as soon as administratively feasible, ideally before records are released. However, due to FOIL's statutory time constraints (e.g., the requirement to respond within five business days under § 89(3)),

notification may occur after release if pre-release notification is impractical. In such cases, the employee will be informed that the records have already been disclosed.

### **Content of the Notification**

The notification shall be comprehensive and include:

- A clear statement that the employee's disciplinary records have been requested under FOIL;
- The date the FOIL request was received;
- Whether a response has been issued and, if so, the date of release;
- An approximate date by which a final response is expected, if not yet issued;
- A statement clarifying that, in accordance with FOIL obligations, the employee cannot object to the release, though the Town will evaluate applicable exemptions (e.g., personal privacy under § 87(2)(b));
- Instructions for the employee to request a copy of the released records, free of charge, from the Town Clerk;
- Contact information for the Town Clerk or designee for questions or concerns.

While not required by law, the Town will provide employees with copies of released records upon written request to promote transparency and trust.

### **Delivery of Notification**

- **Current Employees:** Notification will be delivered in writing via email to the employee's Town-provided email address or by personal delivery during work hours. If neither is feasible, certified mail to the employee's last known home address will be used.
- **Former Employees:** The Town will make reasonable efforts to notify former employees using the most recent contact information in the employee's personnel file. This may include email, certified mail, or, if necessary, a phone call followed by written confirmation. Efforts to locate former employees will be documented by the Town Clerk, including dates, methods, and outcomes.
- **Undeliverable Notices:** If notification cannot be delivered after reasonable attempts (e.g., returned mail or invalid email), the Town will retain documentation of these efforts for at least one year.

### **Review Process Prior to Release**

Before releasing disciplinary records, the Town will:

- Review the requested documents to determine if they meet the definition of "disciplinary records" under Public Officers Law § 86(6);
- Assess whether any exemptions apply under FOIL, such as unwarranted invasion of personal privacy (§ 87(2)(b)) or safety concerns (§ 87(2)(f));
- Redact sensitive information (e.g., Social Security numbers, medical data) as required by law or policy.

This review will be conducted by the Town Clerk or a designated Records Access Officer, with consultation from the Town Attorney if legal issues arise.

**Employee Access to Released Records**

Upon written request to the Town Clerk, an affected employee may obtain a copy of the records released under FOIL at no cost. Requests must be made within 90 days of notification, though the Town may extend this period at its discretion for good cause (e.g., employee unavailability).

**Responsibility**

The Town Clerk is designated as the primary officer responsible for implementing this policy, including issuing notifications, documenting efforts, and coordinating responses to employee inquiries. In the Clerk's absence, the Deputy Town Clerk shall assume these duties.

**Questions and Support**

Employees with questions about this policy or a specific FOIL request may contact the Town Clerk's Office at 21 Milton Turnpike, Suite 200, Milton, NY 12547 (Phone: 845-795-5100 Ext. 4). The Town Board encourages open communication to address concerns

April 28, 2025

B). Resolution # 57 To award fuel items

Supervisor Corcoran proposes the following:

Whereas, a legal notice appeared in the official newspaper for the Town of Marlborough requesting bids for the Towns fuel needs, and

Whereas, on April 16, 2025 all bids were opened and read aloud

Now therefore be it resolved that, the following bids are awarded

Item # 1 Heating Oil- **Russo Fuel and Propane.**-. \$.389/gal. over Journal Commerce Albany reseller tank car.-ONLY ONE BID RECIEVED

Item# 2 Propane-**Russo Fuel and Propane**- \$.389/gal over Selkirk New York Posting-ONLY ONE BID RECIEVED

And moves for its adoption

Councilman Molinelli	-----
Councilwoman Sessa	-----
Councilman Cauchi	-----
Councilman Zambito	-----
Supervisor Corcoran	-----

April 28, 2025

C). Resolution # 58 To award highway items

Supervisor Corcoran proposes the following:

Whereas, a legal notice appeared in the official newspaper of the Town of Marlborough requesting bids on materials for the Town of Marlborough Highway Department, and

Whereas, on April 16, 2025 were open and read aloud, and

Whereas, the Superintendent of Highway has recommended the following items

Item #1 Material Hauling

**JKN Trucking Inc.-ONLY ONE BID RECIEVED**

10 Wheel Dump truck per hour \$110.00

Tri Axle Dump truck per hour \$135.00

Tri Axle Dump trailer per hour \$190.00

Quad Axle dump trailer per hour \$190.00

And moves for its adoption:

Councilman Molinelli	-----
Councilwoman Sessa	-----
Councilman Cauchi	-----
Councilman Zambito	-----
Supervisor Corcoran	-----

April 28, 2025

D). Resolution # 59 To appoint part time police officer

Supervisor Corcoran proposes the following:

Whereas, the Police committee has interviewed for the position of part time police officer, and

Whereas, it is the recommendation of the Police committee as well as the Chief of Police to appoint Alexander Rolon.

Be it resolved, that Alexander Rolon be appointed as part time police officer effective immediately

And moves for its adoption:

Councilman Molinelli	-----
Councilwoman Sessa	-----
Councilman Cauchi	-----
Councilman Zambito	-----
Supervisor Corcoran	-----

April 28, 2025

E). Resolution # 60 To authorize the Supervisor to sign a PILOT agreement

Supervisor Corcoran proposes the following:

**RESOLUTION AUTHORIZING PAYMENT IN LIEU OF TAXES AGREEMENT WITH HIGHLAND 201 SOLAR LLC** WHEREAS, on January 6, 2025, the Town of Marlborough Planning Board granted special permit and site plan approvals for a project known as Highland 201 Solar at 206 Milton Turnpike in the Town of Marlborough, New York, Tax Parcel No. 95.4-3-7.210, 95.4-3-7.110, and 95.4-3-7.22 (the “Property”) for use as a ground-mounted, large-scale solar energy system pursuant to Section 155-32.2(B) of the Code of the Town of Marlborough; and

WHEREAS, Highland 201 Solar LLC has submitted a Notice of Intent to the Town of Marlborough that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 4.1 Megawatts AC on the Property; and

WHEREAS, Highland 201 Solar LLC has submitted or will submit to the assessor of the Town of Marlborough a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, Highland 201 Solar LLC has offered to enter into a Payment in Lieu of Taxes (“PILOT”) Agreement with the Town of Marlborough (the “Town”), the County of Ulster and the Marlborough Central School District (the “PILOT Agreement”); and

WHEREAS, the Town Board of the Town deems it to be in the best interest of the Town to enter into the PILOT Agreement.

**NOW THEREFORE, IT IS HEREBY RESOLVED**, that the Town enter into the PILOT Agreement in substantially the form attached to this Resolution; and it is further

**RESOLVED**, the Town Supervisor is hereby authorized to execute the PILOT Agreement and to act on behalf of the Town in all matters related to the PILOT Agreement.

And moves for its adoption:

Councilman Molinelli	-----
Councilwoman Sessa	-----
Councilman Cauchi	-----
Councilman Zambito	-----
Supervisor Corcoran	-----

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS

Between

TOWN OF MARLBOROUGH,  
MARLBOROUGH CENTRAL SCHOOL DISTRICT,  
ULSTER COUNTY

and

HIGHLAND 201 SOLAR LLC

Dated as of \_\_\_\_\_, 2025

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RELATING TO THE PREMISES LOCATED ON MILTON  
TURNPIKE (SBL: 95.4-3-7.210 and 95.4-3-7.110) IN THE TOWN OF  
MILTON, ULSTER COUNTY, NEW YORK.

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between Highland 201 Solar LLC (the “Owner”), a Delaware Limited Liability Company, with a principal place of business located at c/o Nexamp Inc, 101 Summer Street, 2nd Floor Boston, MA 02110; and

the Town of Marlborough (the “Town”), a municipal corporation duly established in Ulster County with a principal place of business located at 21 Milton Turnpike Suite 200, Milton, NY 12547;

the Marlborough Central School District (the “School District”), an educational corporation duly organized and existing under the laws of the State of New York and having its offices at 21 Milton Turnpike, Milton, New York 12547;

Ulster County (the “County”), a municipal corporation duly established with principal place of business located at O Box 1800, 244 Fair Street, Kingston, New York 12402;

the Town, School District, and County are herein referred to as the “Taxing Jurisdictions”. The Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 4.1 Megawatts AC on a parcel of land located at 206 Milton Turnpike, New York 12547 and identified as SBL: 95.4-3-7.210 and 95.4-3-7.110, as described in Exhibit A (herein the “Property”); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes (“PILOT”) Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

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. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute,

deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.
4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of \$5,000 per Megawatt AC of the Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 4.1 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

(d) The parties understand that the Annual Payments made pursuant to this Agreement may not exceed the amount that the Owner would otherwise be obligated to pay (the “Tax Liability”). If, during the term of this Agreement, the Taxing Jurisdiction is required to employ an assessment methodology that, if applied to the real property subject to this Agreement, would cause the Annual Payments set forth in the attached Exhibit B to exceed the Owner’s Tax Liability, then the Taxing Jurisdiction, after receiving all necessary information and documentation from the Owner, shall recalculate the assessment of the subject real property and shall also calculate the Owner’s Tax Liability for that tax year. The new assessment shall become effective on the taxable status date next following the required use of such assessment methodology. The first PILOT payment to be made after such taxable status date shall reflect 100% of the Owner’s Tax Liability. Thereafter Annual Payments will escalate by two percent (2%) per year, not to exceed the Tax Liability.

(e) For purposes of Section 4 of this Agreement, in the event that changes in Capacity occur following a change in assessment methodology as described in this Section, the pro rata change to Annual Payments shall not be based upon the price per MW set forth in Section 2(b) above. Instead, a new price per MW shall be established based upon the amount of the first Annual Payment following the taxable status date described above divided by the Project Capacity as of that same date. This price per MW will then be used for any and all changes in Project Capacity occurring thereafter, not to exceed the Tax Liability.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 4.1 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Marlborough and mailed to the Town of Marlborough, c/o the Town of Marlborough Supervisor’s Office, located at 21 Milton Turnpike, Suite 200 Milton, NY 12547 and are due no later than **February 15th** of each year.

Payments for the School District shall be made payable to the Marlborough Central School District and mailed to the Marlborough Central School District, c/o Superintendent’s Office, located at 21 Milton Turnpike, Suite 100 Milton, New York 12547 and are due no later than **September 15th** of each year.

Payments for the County shall be made payable to the Ulster County Department of Finance and mailed to the Ulster County Department of Finance, PO Box 1800, Kingston, NY 12402 and are due no later than **February 15th** of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may be assigned by Owner with advance written notice to the Taxing Jurisdiction. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written notice to the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to the Owner for or related to the solar energy system and has agreed, in writing, to accept all payment obligations of the owner.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. **Notices.** All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Highland 201 Solar LLC  
c/o Nexamp Inc, 101 Summer Street, 2nd Floor  
Boston, MA 02110

If to the Taxing Jurisdictions:

Town

Attn: Town of Marlborough  
Supervisor's Office,  
21 Milton Turnpike,  
Suite 200  
P.O. Box 305  
Milton, NY 12547

School District

Attn: Superintendent  
Marlborough Central School District  
21 Milton Turnpike, Suite 100  
Milton, New York 12547

County

Attn: Ulster County Department of Finance  
Burton Gulnick, Jr., Commissioner  
PO Box 1800  
Kingston, NY 12402

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the County's Department of Finance and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County

Mailing Address:  
County of Ulster  
Attention: County Attorney  
Post Office Box 1800  
Kingston, New York 12402

Physical Address:  
County of Ulster  
Attention: County Attorney  
244 Fair Street, 5th Floor  
Kingston, New York 12401

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement; or
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Remedies; Waiver And Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any

other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. 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 article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

HIGHLAND 201 SOLAR LLC

TOWN OF MARLBOROUGH

Name

Name

Title

Title

Date

Date

MARLBOROUGH CENTRAL SCHOOL DISTRICT

ULSTER COUNTY

Name

Name

Title

Title

Date

Date

## EXHIBIT A

### Description of Land

All that tract or parcel of land being situate in the Town of Marlborough, County of Ulster and State of New York; being bounded and described as follows:

Beginning a point on the northerly bounds of Milton Turnpike, said point being the southeast corner of lands of Hudson Valley Domicile, LLC (L 3016, P 219); running thence along the easterly bounds of lands of Hudson Valley Domicile, LLC (L 3016, P 219) the following eleven courses and distances:

- 1) North 11°51'07" East 487.89 feet;
- 2) North 16°18'50" West 44.24 feet;
- 3) North 12°16'26" East 373.05 feet;
- 4) North 09°35'49" East 105.68 feet;
- 5) North 11°39'19" East 399.02 feet;
- 6) North 20°46'35" East 59.31 feet;
- 7) North 10°43'32" West 26.00 feet;
- 8) North 12°31'28" East 800.00 feet;
- 9) North 06°26'28" East 300.00 feet;
- 10) North 05°37'44" West 298.11 feet;
- 11) North 65°04'36" West 82.00 feet;

to a point on the easterly bounds of lands of Allstate Apple Exchange, Inc. (L 1240, P 599); running thence along the easterly bounds of lands of Allstate Apple Exchange, Inc. (L 1240, P 599) and lands of Janet Wahl-Cordero (L 5566, P 54) the following two courses and distances:

- 1) North 09°39'45" East 47.00 feet;
- 2) North 11°39'45" East 572.36 feet;

to a point on the southerly bounds of Mahoney Road; running thence southeasterly along the southerly bounds of said road the following eight courses and distances:

- 1) South 63°51'13" East 87.40 feet;
- 2) South 65°21'01" East 84.32 feet;
- 3) South 64°58'55" East 124.53 feet;
- 4) South 64°03'33" East 121.68 feet;
- 5) South 62°29'47" East 92.12 feet;
- 6) South 61°23'37" East 50.35 feet;
- 7) South 53°00'04" East 44.39 feet;
- 8) South 36°18'12" East 51.58 feet;

to a point on the westerly bounds of lands of James Mannese (L 4418, P 292); running thence along the westerly bounds of lands of Mannese (L 4418, P 292) the following two courses and distances:

- 1) South  $03^{\circ}53'38''$  West 535.00 feet;
- 2) South  $72^{\circ}50'36''$  East 50.00 feet;

to a point; continuing thence along the westerly bounds of lands of Mannese (L 4418, P 292) and along the westerly and southerly bounds of lands of James J. Mannese and Bridget L. Mannese (L 5608, P 168) the following five courses and distances:

- 1) South  $04^{\circ}38'38''$  West 338.00 feet;
- 2) South  $67^{\circ}21'20''$  East 55.00 feet;
- 3) South  $03^{\circ}08'40''$  West 415.00 feet;
- 4) South  $61^{\circ}51'20''$  East 684.00 feet;
- 5) South  $71^{\circ}36'21''$  East 85.51 feet;

to the northwest corner of lands of Morarity Services, Inc. (L 5485, P 282); running thence along the westerly bounds of lands of Morarity Services, Inc. (L 5485, P 282) the following two courses and distances:

- 1) South  $23^{\circ}16'50''$  West 690.25 feet;
- 2) South  $21^{\circ}58'42''$  West 369.13 feet;

to a point, continuing thence South  $21^{\circ}27'26''$  West along the westerly bounds of lands of Morarity Services, Inc. (L 5485, P 282) and lands of Gustavo L. Miranda and Elisa Lopez (L 5753, P 1) a distance of 787.12 feet to the northeast corner of lands of Theresa Corso and Robert Corso (L 1405, P 788); running thence North  $78^{\circ}02'38''$  West along the northerly bounds of lands of Corso (L 1405, P 788) a distance of 244.68 feet to the northeast corner of lands of Timothy A. Marquis and Tara J. Marquis (L 1527, P 64); running thence along the northerly and westerly bounds of lands of Marquis (L 1527, P 64) the following four courses and distances:

- 1) North  $59^{\circ}57'07''$  West 61.78 feet;
- 2) South  $15^{\circ}03'48''$  West 73.28 feet;
- 3) North  $69^{\circ}55'11''$  West 242.02 feet;
- 4) South  $15^{\circ}16'37''$  West 123.31 feet;

to a point on the northerly bounds of Milton Turnpike; running thence North  $62^{\circ}56'25''$  West along the northerly bounds of said road a distance of 51.00 feet to the southeast corner of lands of Theresa Ann Corso (L 3415, P 277); running thence along the easterly, northerly and westerly bounds of lands of Corso (L 3415, P 277) the following three courses and distances:

- 1) North  $15^{\circ}16'37''$  East 349.71 feet;
- 2) North  $70^{\circ}36'18''$  West 192.07 feet;
- 3) South  $20^{\circ}51'12''$  West 313.15 feet;

to a point on the northerly bounds of Milton Turnpike; running thence northwesterly along the northerly bounds of said road the following three courses and distances:

- 1) North  $63^{\circ}39'00''$  West 27.41 feet;
- 2) North  $66^{\circ}33'33''$  West 161.05 feet;
- 3) North  $68^{\circ}40'52''$  West 91.63 feet;

to the point of beginning. Containing 78.036 acres of land. Bearings refer to True North. Being the same premises described in a Deed from Robert A. Titanic, Jr. to Organic Valley, LLC, a New York Limited Liability Company dated July 8, 2009 and recorded in the Ulster County Clerk's Office in Liber 5711 of Deeds at Page 157, and as depicted on a map entitled "Final Map of Subdivision and Lot Line Revision of Lands of Robert A. Titanic, Jr. and Timothy A. & Tara J. Marquis", filed with the Office of Ulster County Clerk on May 26, 2005 as map #05-507.

For details of boundary reference is hereby made to a map entitled "Existing Conditions ALTA/NSPS Land Title Survey of Premises of Organic Valley, LLC...", dated April 22, 2024, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

EXHIBIT B

Payment Schedule

Year	County Payment Amount	Town Payment Amount	School District Payment Amount
1	\$2,004.98	\$4,586.19	\$13,908.83
2	\$2,045.08	\$4,677.91	\$14,187.01
3	\$2,085.98	\$4,771.47	\$14,470.75
4	\$2,127.70	\$4,866.90	\$14,760.16
5	\$2,170.26	\$4,964.24	\$15,055.36
6	\$2,213.66	\$5,063.52	\$15,356.47
7	\$2,257.94	\$5,164.79	\$15,663.60
8	\$2,303.10	\$5,268.09	\$15,976.87
9	\$2,349.16	\$5,373.45	\$16,296.41
10	\$2,396.14	\$5,480.92	\$16,622.34
11	\$2,444.06	\$5,590.54	\$16,954.78
12	\$2,492.94	\$5,702.35	\$17,293.88
13	\$2,542.80	\$5,816.40	\$17,639.76
14	\$2,593.66	\$5,932.72	\$17,992.55
15	\$2,645.53	\$6,051.38	\$18,352.40