

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
MAY 27, 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 May 12, 2025 Town Board Meeting

ITEM #5 Authorize payments of bills-\$**166,944.14**

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 # 61 To accept the map and plan and fixing date of public hearing on proposed increase and improvement of facilities of the Hamlet of Marlborough sewer improvement area pursuant to town law section 202-b

B). Resolution # 62 To authorize a stormwater control facility maintenance agreement and fixing amount of performance bond

ITEM # 15 Adjournment

May 27, 2025

A). Resolution # 61 To accept the map and plan and fixing date of public hearing on proposed increase and improvement of facilities of the Hamlet of Marlborough sewer improvement area pursuant to town law section 202-b

Supervisor Corcoran proposes the following:

WHEREAS, the Town Board of the Town of Marlborough (the "Town") acts as Commissioners of the Hamlet of Marlborough Sewer Improvement Area; and

WHEREAS, the Town Board has received the map and plan prepared by Brinner and Larios, P.C. dated _____ (the "Map and Plan"), which describes the need for upgrades and expansions of the wastewater treatment facility (the "Project") at an estimated cost of \$3,108,000, inclusive of design, engineering, and other professional fees (the "Cost Estimate"); and

WHEREAS, the plan to finance the costs of the Project is use funds made available to the Town pursuant to the American Rescue Plan Act in the aggregate amount of \$1,641,647, developer contributions in the amount of \$457,915.00, and the proceeds of obligations issued by the Town pursuant to the Local Finance Law in the amount of \$1,008,438.

NOW, IT IS HEREBY RESOLVED THAT:

1. The Map and Plan are hereby ratified and approved.
2. The Town Board will consider the Map and Plan, the Cost Estimate and the plan to finance Project costs for increase and improvement of the facilities of the Hamlet of Marlborough Sewer Improvement Area at a public hearing pursuant to Section 202-b of the Town Law.
3. The public hearing shall be held at Town Hall, 21 Milton Turnpike, Milton, New York, on the 9th day of June, 2025, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of the Hamlet of

Marlborough Sewer Improvement Area in said Town, at an estimated cost of \$3,108,000.00 for upgrades and expansions of the wastewater treatment facility and related work, inclusive of design, engineering and other professional fees, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

4. The Town Clerk of the Town of Marlborough is hereby authorized to cause a notice of said public hearing to be published in the Southern Ulster Times, an official newspaper of said Town, and posted in the manner prescribed by law, which notice shall be given not less than 10 days, and not more than 20 days before the date of public hearing, in substantially the following form, to wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Marlborough, Ulster County, New York, will meet at the Town Hall, 21 Milton Turnpike, Milton, New York, on the 9th day of June, 2025, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of the Hamlet of Marlborough Sewer Improvement Area in said Town, at an estimated cost of \$3,108,000.00 for upgrades and expansions of the wastewater treatment facility and related work, inclusive of design, engineering and other professional fees, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Dated: Milton, New York
May 27, 2025

Colleen Corcoran,
Town Clerk

The foregoing resolutions were duly put to a vote which resulted as follows:

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

Dated: Milton, New York
May 27, 2025

STATE OF NEW YORK)
 ss.:
COUNTY OF ULSTER)

I, the undersigned Clerk of the Town of Marlborough, Ulster County, New York, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolutions contained therein, held on the 27th day of May, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media	Date given
Southern Ulster Times	_____, 2025

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location on the following date:

Designated Location of posted notice	Date of Posting
Bulletin Board at the entrance of Town Hall, 21 Milton Turnpike Milton, New York	_____, 2025

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this __ day of May, 2025

(CORPORATE SEAL)

Colleen Corcoran,
Town Clerk

May 27, 2025

B). Resolution # 62 To authorize a stormwater control facility maintenance agreement and fixing amount of performance bond

Supervisor Corcoran proposes the following:

WHEREAS, the Town of Marlborough Planning Board granted to Organic Valley, LLC, as the property owner, and Highland 201 Solar, LLC, as developer/applicant (“Highland 201 Solar”), 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 (the “Project”) and, in connection therewith, has completed review of the Project under SEQRA; and

WHEREAS, as a condition of the special permit and site plan approvals (collectively, the “Approvals”), the Planning Board requires the execution and recording of a Stormwater Control Facilities Maintenance Agreement between the Town of Marlborough and the Highland 201 Solar in form and substance approved by the attorney to the Town (the “Agreement”); and

WHEREAS, Highland 201 Solar is the owner and operator of the stormwater management facilities and erosion and sediment control facilities (collectively, the “Facilities”) shown on the plans approved by the Planning Board and has agreed to sign the Agreement;

WHEREAS, the form of Agreement submitted has been reviewed and approved by the attorney to the Town; and

WHEREAS, as further conditions of the Approvals, Highland 201 Solar is required to deliver performance security securing the completion of the Facilities as mandated by Sections 135-11 and 135-12 of the Town Code in a form acceptable to the Town Engineer and Town Attorney; and

WHEREAS, an estimate of \$227,412.00 to complete the remaining portion of the Facilities has been provided by Highland 201 Solar’s engineer and approved by the Town Engineer;

NOW, THEREFORE IT IS RESOLVED, that the Town Supervisor is hereby authorized to execute the Agreement on behalf of the Town; and it is further

RESOLVED, that the amount of performance security for the completion the Facility is hereby set at \$227,412.00; and it is further

RESOLVED, that Highland 201 Solar be required to file with Town Clerk performance security in the form described in Section 135-11(B)(1) of the Town Code and approved by the attorney to the Town as to form, sufficiency and manner of execution.

The foregoing resolutions were duly put to a vote which resulted as follows:

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

Dated: Milton, New York
May 27, 2025

Colleen Corcoran,
Town Clerk

Town of Marlborough

Tax Parcel No. 95.4-3-7.210, 95.4-3-7.110, and 95.4-3-7.22

TOWN OF Marlborough

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this ____ day of 2025 by and between the TOWN OF MARLBOROUGH, having an address at 21 Milton Turnpike #200, Milton, NY 12547 (“Municipality”), and HIGHLAND 201 SOLAR LLC (“Highland 201 Solar”), having an address at c/o Nexamp, Inc., 101 Summer Street, 2nd Floor, Boston, Massachusetts 02110 (the “Facility Owner”).

Whereas, the Municipality and the Facility Owner want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

Whereas, Highland 201 Solar leases certain real property located in the Town of Marlborough, Tax Parcel No. 95.4-3-7.210, 95.4-3-7.110, and 95.4-3-7.22, (the “Property”) more particularly described in Schedule “A” attached hereto and made a part hereof (“Lease Area”) pursuant to an Option and Ground Lease between Organic Valley LLC and Carson Power LLC (predecessor in interest to the Facility Owner) dated 29 November 2023, as amended and assigned from time to time (collectively, the “Highland 201 Solar Lease”); and

Whereas, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan dated 21 November 2024 (the “SWPPP”) which are on file with the Municipality’s Stormwater Management Officer. The Facility Owner shall complete the stormwater control measures within 3 years of the stamping of the approved project plans by the Planning Board Chairman. The stormwater control measures shall be deemed completed when they have been accepted by the Town Engineer and when as built plans of the facilities satisfactory to the Town Engineer have been submitted.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known Highland 201

Solar on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the SWPPP approved by the Municipality on 7 January 2025.

3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures.

4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with the prior written approval of the Municipality.

6. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

7. The Facility Owner shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).

8. This agreement shall be recorded in the Office of the County Clerk, County of Ulster and shall be included in any offering plan and/or prospectus or lease. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the Property. The Facility Owner shall reimburse the Municipality for all

costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.

10. This agreement is effective on the date hereof.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TOWN OF Marlborough

Highland 201 SOLAR LLC

BY: _____
Name: Scott Corcoran
Title: Supervisor

BY: _____
Name: _____
Title: _____

STATE OF NEW YORK)
SS.
COUNTY OF ULSTER)

On the _____ day of May, in the year 2025 before me, the undersigned, personally appeared **Scott Corcoran** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

COMMONWEALTH OF MASSACHUSETTS))
COUNTY OF _____;)) SS.

On the _____ day of _____, in the year 20____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

Record and Return to:
VandeWater & VandeWater, LLP
P.O. Box 112
Poughkeepsie, New York 12602

SCHEDULE "A"

(Lease Area)

DESCRIPTION

Lease Area 1

All that tract or parcel of land being Lease Area 1, situate in the Town of Marlborough, County of Ulster and State of New York; being bounded and described as follows:

Beginning at a point on the westerly bounds of lands of Moriarty Services, Inc. (L 5485, P 282), said point being North 21°27'26" East a distance of 372.02 feet from the northeast corner of lands of Theresa Corso and Robert Corso (L 1405, P 788); running thence along the bounds of Lease Area 1 through the lands of Organic Valley, LLC (L 5711, P 157) the following twenty-nine courses and distances;

- 1) North 90°00'00" West 130.89 feet;
- 2) South 21°27'26" West 329.32 feet;
- 3) North 78°02'38" West 121.29 feet;
- 4) North 59°57'07" West 47.88 feet;
- 5) North 15°03'49" East 129.80 feet;
- 6) North 69°47'27" West 257.15 feet;
- 7) North 17°42'44" East 319.38 feet;
- 8) North 72°17'16" West 50.00 feet;
- 9) South 17°42'44" West 276.46 feet;
- 10) North 70°23'55" West 114.07 feet;
- 11) North 17°20'33" West 112.39 feet;
- 12) North 31°03'29" East 137.50 feet;
- 13) North 26°22'04" East 38.50 feet;
- 14) North 59°14'22" East 62.46 feet;

- 15) North 00°00'00" West 34.19 feet;
- 16) North 90°00'00" East 208.27 feet;
- 17) North 52°38'13" East 28.70 feet;
- 18) North 00°00'00" West 125.45 feet;
- 19) North 44°53'54" East 174.85 feet;
- 20) North 90°00'00" East 63.59 feet;
- 21) North 46°23'13" East 40.77 feet;
- 22) North 26°00'32" East 74.48 feet;
- 23) North 59°19'32" East 118.81 feet;
- 24) South 75°16'53" East 7.54 feet;
- 25) North 65°46'08" East 48.25 feet;
- 26) North 78°30'23" East 76.27 feet;
- 27) North 59°23'29" East 47.35 feet;
- 28) North 51°05'13" East 55.14 feet;
- 29) South 41°19'30" East 224.49 feet;

to a point on the westerly bounds of lands of Moriarty Services, Inc. (L 5485, P 282); running thence southwesterly along the westerly bounds of said lands of Moriarty Services, Inc. (L 5485, P 282) the following two courses and distances;

- 1) South 21°58'42" West 362.50 feet;
- 2) South 21°27'26" West 415.10 feet;

to the point of beginning. Containing 13.927 acres of land. Bearings refer to True North at 74°30' West Longitude.

For details of monumentation and other evidence reference is hereby made to a map entitled "Pre-Construction Overlay Survey of a Portion of Premises of Organic Valley, LLC...", dated May 1, 2025 prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

Lease Area 2

All that tract or parcel of land being Lease Area 2, situate in the Town of Marlborough, County of Ulster and State of New York; being bounded and described as follows:

Beginning at the northwest corner of Lease Area 2, said point being North 74°00'18" West a distance of 190.06 feet from the southwest corner of lands of James J. Mannese and Bridget L. Mannese (L 5608, P 168); running thence along the bounds of said Lease Area 2 through the lands of Organic Valley, LLC (L 5711, P 157) the following thirtyfive courses and distances;

- 1) South 61°53'54" E 706.93 feet;
- 2) South 29°51'12" E 69.51 feet;
- 3) South 16°41'01" W 131.85 feet;
- 4) South 00°20'16" W 28.44 feet;
- 5) South 50°42'49" E 46.00 feet;
- 6) South 45°45'46" W 37.55 feet;
- 7) South 30°37'02" W 79.07 feet;
- 8) South 06°21'31" W 83.48 feet;
- 9) South 42°17'57" W 59.58 feet;
- 10) South 63°14'03" W 89.23 feet;
- 11) South 50°38'28" W 119.66 feet;
- 12) South 83°20'15" W 62.84 feet;
- 13) South 68°20'11" W 81.74 feet;
- 14) North 22°00'05" W 90.17 feet;
- 15) North 90°00'00" W 145.60 feet;
- 16) South 56°27'03" W 88.80 feet;
- 17) North 84°04'47" W 89.86 feet;
- 18) North 73°32'09" W 32.32 feet;

19) North 23°54'02" W 103.58 feet;
20) South 34°39'50" W 20.61 feet;
21) South 06°33'54" E 31.35 feet;
22) South 47°35'13" W 27.25 feet;
23) South 01°48'21" E 138.29 feet;
24) South 37°32'42" E 95.84 feet;
25) South 55°13'15" W 16.88 feet;
26) North 38°07'38" W 91.55 feet;
27) South 25°30'44" W 35.19 feet;
28) North 00°49'34" W 148.62 feet;
29) North 09°11'28" E 53.16 feet;
30) North 16°27'48" E 45.69 feet to the point of curvature;
31) on a tangent curve turning to the right with an arc length of 47.90 feet, a radius of 35.00 feet and a Delta angle of 78°24'50" to a point;
32) North 16°27'30" E 20.71 feet;
33) North 28°33'32" W 53.67 feet;
34) North 16°27'51" E 314.93 feet;
35) North 15°11'05" E 430.50 feet;

to the point of beginning. Containing 12.588 acres of land. Bearings refer to True North at 74°30" West Longitude.

For details of monumentation and other evidence reference is hereby made to a map entitled "Pre-Construction Overlay Survey of a Portion of Premises of Organic Valley, LLC...", dated May 1, 2025 prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

Lease Area 3

All that tract or parcel of land being Lease Area 3, situate in the Town of Marlborough, County of

29651948.3

Ulster and State of New York; being bounded and described as follows:

Beginning at a point on the northerly bounds of Milton Turnpike, said point being the following two courses and distances from the southeast corner of lands of Hudson Valley Domicile, LLC (L 3016, P 219);

- 1) South 68°40'52" East 91.63 feet;
- 2) South 66°33'33" East 135.24 feet;

running thence along the bounds of Lease Area 3 through the lands of Organic Valley, LLC (L 5711, P 157) the following thirteen courses and distances;

- 1) North 06°42'38" East 58.05 feet;
- 2) North 71°26'11" West 18.68 feet;
- 3) North 18°25'30" East 159.11 feet;
- 4) North 76°02'42" East 32.28 feet;
- 5) North 10°38'07" East 48.69 feet;
- 6) North 30°40'05" East 248.63 feet;
- 7) North 27°01'00" East 145.41 feet;
- 8) South 88°27'28" East 42.94 feet;
- 9) South 26°46'10" West 121.10 feet;
- 10) South 31°08'29" West 188.04 feet;
- 11) South 25°14'14" West 88.76 feet;
- 12) South 20°29'31" West 151.15 feet;
- 13) South 26°03'23" West 140.62 feet;

to a point on the aforementioned northerly bounds of Milton Turnpike; running thence North 66°33'33" West along said northerly bounds of Milton Turnpike a distance of 12.15 feet to the point of beginning. Containing 0.658 acres of land. Bearings refer to True North at 74°30' West Longitude.

For details of monumentation and other evidence reference is hereby made to a map entitled "Pre-Construction Overlay Survey of a Portion of Premises of Organic Valley, LLC...", dated May 1, 2025 prepared by Lawson Surveying and Mapping, Oneonta, N.Y.