

WORKSHOP MEETING
TOWN BOARD TOWN OF MARLBOROUGH
21 MILTON TURNPIKE, MILTON NEW YORK
OCTOBER 28, 2019 7:00 PM
MINUTES OF MEETING

Present: Supervisor Lanzetta
Councilman Molinelli
Councilman Corcoran
Councilman Koenig

Danielle Cherubini, Deputy Town Clerk

Absent: Councilman Baker

ITEM #1 Call to order - Pledge of Allegiance

ITEM #2 Moment of Silence

ITEM #3 Motion to approve agenda

Councilman Corcoran made a motion to add Intermunicipal Agreement for School Resource Officer (SRO) to New Business on the agenda. Motion seconded by Councilman Koenig.

Councilman Koenig made a motion to approve the agenda as amended. Motion seconded by Councilman Molinelli.

ITEM #4 Motion to approve minutes from the October 14, 2019 Town Board Meeting
Councilman Molinelli made a motion to approve minutes from the October 14, 2019 Town Board Meeting. Motion seconded by Councilman Koenig.

Motion to approve minutes from the October 14, 2019 Public Hearing
Councilman Corcoran made a motion to approve minutes from the October 14, 2019 Public Hearing. Motion seconded by Councilman Koenig.

ITEM #5 Authorize payments of bills

Councilman Molinelli made a motion to authorize payment of the abstract in the amount of \$745,805.04. Motion seconded by Councilman Corcoran.

*Yea*s: 4

*Nay*s: 0

Carried

ITEM #6 Presentations

No presentations.

ITEM #7 Comments on the agenda

No comments on the agenda.

ITEM #8 New Business

A). November 11 Town Board Meeting falls on Veterans Day

Councilman Molinelli made a motion to change the November 11th Town Board meeting to Tuesday, November 12, 2019 at 7:00 p.m. at Town Hall. Motion seconded by Councilman Koenig.

*Yea*s: 4

*Nay*s: 0

Carried

B). Intermunicipal Agreement for School Resource Officer (SRO)

Councilman Molinelli made a motion to allow the Supervisor to sign the Intermunicipal Agreement for School Resource Officer (SRO). Motion seconded by Councilman Koenig.

*Yea*s: 4

*Nay*s: 0

Carried

ITEM #9 Workshop topics

A). Removal of tires from transfer station

No new information.

B). TOMVAC

No new information.

C). Conservation Advisory Committee update

No new information.

D). Milton Landing South Pier

Supervisor Lanzetta stated that the bids were received for the reconstruction of the pier; there were three bids. Two were high and one was around the amount that can be spent. The engineer researched the company and recommends the low bidder. There should be a resolution to award the bid at the next meeting.

The Board briefly discussed the bids.

ITEM #10 Correspondence

Supervisor Lanzetta read correspondence from Mr. Rhodes, 557 Route 44-55, Highland, NY 12528 / SBL 95.2-1-37. Mr. Rhodes explained in his letter that he requested to file for an exemption to put mobile storage containers on above property or remove the section of the code that stated that he can't. He was advised by the Building Inspector how he could make the storage container into a shed and that the Town Board would have to agree to remove the code.

The Town Board briefly discussed the request and did not feel that either an exemption or removal of the code is advisable.

ITEM #11 Public Comment

Supervisor Lanzetta commented that Trunk or Treat was great and he thanked those who helped.

Councilman Koenig added that the Halloween Parade will be in the Hamlet of Milton on Halloween beginning in front of the library at 5:00 p.m.

Supervisor Lanzetta stated that the Route 9W sewer project is about 90% finished.

Martin Markonic, Plattekill Road, Marlboro, stated that people are driving 40 miles per hour through the stop signs at the four corner intersection at Plattekill Road and Lattintown Road. He feels that it is a signage problem not a police problem and would like the town to look into it because of the dangers.

Chief Cocozza explained that there were many complaints and the department was actively ticketing the drivers who were not stopping. The problem was really bad during the U-Pick season but it is still an issue. He called the county regarding the issue; the county straightened the stop signs. He also suggested that they paint stop signs on the road as there are not any stop lines.

Supervisor Lanzetta and Chief Cocozza said they would contact the county again.

James Garofalo, Marlboro, stated his opinion on how to remedy the stopping problem. He also suggested having old agendas on the website for all Boards.

ITEM #12 Resolutions

A). Resolution # 83 To adopt the 2020 final Budget

Supervisor Lanzetta stated that the 2020 budget is great for the taxpayers and he also thanked all who helped with it. The increase per assessment will be as follows:

<i>Assessment</i>	<i>Increase</i>
\$150,000	\$7.50
\$200,000	\$10.00
\$250,000	\$12.50
\$300,000	\$15.00
\$400,000	\$20.00

B). Resolution # 84 Authorizing PILOT agreement and Contribution agreement

Michael Cucchiara of Nexamp, stated that Nexamp had presented a multijurisdictional pilot agreement with the town, county and school. The agreement is to set the dollar per megawatt tax rate on the 2 megawatt project located at 132 Milton Turnpike, Milton, NY. Mr. Cucchiara briefly explained how they came up with the dollar amounts.

ITEM #13 Adjournment

October 28, 2019

A). Resolution # 83 To adopt the 2020 Final Budget

Supervisor Lanzetta proposes the following:

Whereas, the Town Board of the Town of Marlborough duly held a public hearing on the 2020 budget on October 14, 2019 and

Whereas, said hearing was duly advertised and held at appointed time and place and all persons interested in the subject thereof were given the opportunity to be heard, and

Whereas, the Town Board of the Town of Marlborough, desires to adopt the 2020 Final Budget.

Now therefore be it resolved that the 2020 final Budget is hereby adopted.

And it moves for adoption

Councilman Corcoran	Yes
Councilman Molinelli	Yes
Councilman Koenig	Yes
Councilman Baker	Absent
Supervisor Lanzetta	Yes

October 28, 2019

B). Resolution # 84 Authorizing PILOT agreement and Contribution agreement

Supervisor Lanzetta proposes the following:

**RESOLUTION AUTHORIZING PILOT AGREEMENT
AND CONTRIBUTION AGREEMENT**

WHEREAS, the Town of Marlborough Planning Board adopted a Resolution on April 1, 2019 which granted a special permit and site plan approval to JEFFREY ALDRICH, as the property owner, and MARLBOROUGH SOLAR, LLC, as developer/applicant (herein, the “Applicant”), for a project known as MILTON TURNPIKE SOLAR FARM for a portion of the property at 132 Milton Turnpike in the Town of Marlborough, New York, Tax Parcel Section 103.1, Block 1, Lot 33.2 (herein, the “Property”) for use as a “solar energy system, large-scale” pursuant to Town Code Section 155-32.2(B); and

WHEREAS, a condition of that approval was the execution of a PILOT Agreement with the Town, County and School District; and

WHEREAS, a proposed PILOT Agreement has been submitted by the Applicant, has been approved as to form by an attorney for the Town; and

WHEREAS, related thereto, the Applicant has agreed to make a onetime contribution of \$7,500.00 to the Town of Marlborough without restriction as to its use and has provided a Contribution Agreement for that purpose, which has also been approved as to form by an attorney for the Town; and

WHEREAS copies of the PILOT Agreement and Contribution Agreement will be appended to the minutes of this meeting;

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The Town Board hereby approves the PILOT Agreement and the Contribution Agreement, each in the form which has been provided, copies of which will be appended to the minutes of this meeting.

2. The Town Board authorizes the Supervisor to execute both Agreements on behalf of the Town and understands that the Agreements may be executed in counterparts.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Supervisor Lanzetta	Yes
Councilman Molinelli	Yes
Councilman Corcoran	Yes
Councilman Baker	No
Councilman Koenig	Abstain

DATED: Milton, New York
October 28, 2019

COLLEEN CORCORAN, TOWN CLERK

Councilman Koenig made a motion to adjourn the meeting at 7:36 p.m. Motion seconded by Councilman Molinelli.

Years: 4 Nays: 0 *Carried*

*Respectfully submitted,
Danielle Cherubini
Deputy Town Clerk*

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

The Town of Marlborough, County of Ulster, the Marlboro Central School
District and

Marlborough Solar, LLC

Dated as of _____, 2019

RELATING TO THE SOLAR ENERGY SYSTEM TO BE CONSTRUCTED ON PREMISES
LOCATED AT 132 Milton Turnpike (TAX MAP **103.1-1-33.2**) IN THE TOWN of Marlborough,
ULSTER COUNTY, NEW YORK.

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 **Marlborough Solar, LLC** (“Owner”), a Limited Liability Corporation, with a principal place of business located at 101 Summer Street, Boston, MA 02110; the **Marlboro Central School District**, (the “School District”), a school district duly established with a principal place of business located at 21 Milton Turnpike, Suite 100, Milton, NY 12547; the **Town of Marlborough**, New York, (the “Town”), a municipal corporation duly established with a principal place of business at 21 Milton Turnpike, Suite 200, Milton NY 12547; and the **County of Ulster**, New York, a municipal corporation duly established with a principal place of business at PO Box 1800, 244 Fair Street, Kingston, New York 12402 (the “County”).

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to each of the Taxing Jurisdictions 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 2.0 Megawatts AC on a parcel of land located within the Town at 132 Milton Turnpike and identified as SBL # **103.1-1-33.2**, as described in Exhibit A (herein the “Property”); and;

WHEREAS, none of the Taxing Jurisdictions have opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdictions have indicated their 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 each of the Taxing Jurisdictions 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 the 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 New York 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 jurisdictions 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) Each Taxing Jurisdiction for itself hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. It 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. It has taken all necessary action to authorize each the execution, delivery, and

performance of this Agreement, and this Agreement constitutes each of 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 Jurisdictions 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 Jurisdictions, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdictions' 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. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdictions as exempt upon the assessment rolls of the Taxing Jurisdictions. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Taxing Jurisdictions and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdictions 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 \$ 5,500.00 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by 2 percent (2%) per year. Based on the Capacity of Two (2.0) 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 Jurisdictions 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 Jurisdictions to the Owner, provided that any failure of the Taxing Jurisdictions 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 Jurisdictions' tax rate, and the Taxing Jurisdictions agree that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdictions' tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

(d) The Taxing Jurisdictions shall be paid their portion of the Annual Payment based on their respective share of the total tax rate that would have been applicable to the Project if it were taxable on the Commencement date, and each anniversary of the Commencement date thereafter.

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 Two (2) 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 increased 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 School District shall be made payable to the Marlboro Central School District and mailed to the School District, c/o the Superintendent's Office, located at 21 Milton Turnpike, Suite 100 Milton, NY 12547 and are due no later than September 15th of each year.

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 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 any of the Taxing Jurisdictions 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. The Taxing Jurisdictions agree that during the term of this Agreement, the Taxing Jurisdictions 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 Jurisdictions agree 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 Jurisdictions 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 Jurisdictions 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 not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. 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 consent of the Taxing Jurisdictions, 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 Jurisdictions, 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 Jurisdictions shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, 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 Jurisdictions to review and negotiate any such instruments or documents.

10. Notices. Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement will be in writing, will be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices will be effective when received. Notice addresses are as follows:

If to Owner:

Marlborough Solar, LLC
Attn: General Counsel
101 Summer Street, 2nd Floor
Boston, MA 02110
E-mail: kidrees@nexamp.com

If to Taxing Jurisdictions:

School District

Marlboro Central School
District
Attn: Superintendent of
Schools
21 Milton Turnpike,
Suite 100
Milton, NY 12547

Town of Marlborough
Attn: Supervisor,
Alphonso Lanzetta
21 Milton Turnpike,
Suite 200
P.O. Box 305
Milton, NY 12547

Ulster County Department of Finance
Attn: 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 Jurisdictions 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 Jurisdictions. 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 Jurisdictions. 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 Jurisdictions. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions 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 Jurisdictions within the 30-day notice period with interest as stated in this Agreement
- 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.

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.

_____ School District
By: _____
Name: _____
Title: _____
Date: _____

Town of Marlborough
By: _____
Name: Alphonso Lanzetta, Supervisor
Date: _____

County of Ulster
By: _____
Name: _____
Title: _____
Date: _____

Ulster County Department Of Finance
(Approved As To Content)

By: _____
Name: Burton Gulnick, Jr.
Title: Commissioner
Date: _____

[Owner]
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Description of Land

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Marlborough, County of Ulster, State of New York and being more particularly bounded and described as follows:

COMMENCING at a point in the northerly line of the County Road No. 16 (Milton Turnpike) and on the westerly boundary of lands now or formerly of Central Hudson Gas and Electric Corporation (C.H.G.E.) as described in Liber 1047 of deeds at page 459, said point being the southeasterly corner of the herein described parcel, said point being located N 49°33'57" W 104.00 feet from a found capped iron rod on the easterly boundary of said lands of C.H.G.E.; thence westerly along said northerly line of Milton Turnpike N 47°54'53" W 270.13 feet, N 49°18'59" W 89.00 feet and N 49°01'47" W 342.00 feet; thence continuing along the northerly side of Milton Turnpike and in part along lands now or formerly of Michael and Janet Russin as described in Liber 1401 of deeds at page 760; along a tangent curve to the right having a radius of 1,125.25 feet an arc length of 303.88 feet and a chord bearing and distance of N 41°17'35" W 302.96 feet; thence along said northerly line of Milton Turnpike, N 33°33'24" W 151.83 feet, along a tangent curve to the left having a radius of 900.05 feet an arc length of 300.18 feet and a chord bearing N 43°06'40" W 298.79 feet, N 52°39'57" W 131.16 feet, N 53°56'15" W 124.15 feet, N 53°12'48" W 133.94 feet, N 50°43'40" W 91.51 feet and N 49°00'05" W 2.92 feet; thence (along the easterly side of an access easement), through the lands of Aldrich as described in Liber 6039 of deeds at page 261, N 40°59'55" E 12.95, feet along a tangent curve to the left having a radius of 85.00 feet an arc length of 46.63 feet and a chord bearing N 25°16'58" E 46.05 feet, N 09°34'01" E 447.21 feet, along a tangent curve to the right having a radius of 117.50 feet an arc length of 132.23 feet and a chord bearing N 41°48'23" E 125.36 feet, N 74°02'44" E 66.93 feet and N 16°24'47" W 28.26 feet the TO THE POINT OR PLACE OF BEGINNING, thence S 89°55'38" W 168.50 feet, N 01°24'40" W 223.50 feet, N 02°35'53" E 140.75 feet, N 32°46'48" E 314.25 feet, N 00°23'28" E 264.50 feet, S 89°59'24" E 325.74 feet, S 51°50'56" E 421.00 feet, S 42°33'52" E 120.00 feet, S 19°21'25" W 240.50 feet, S 89°48'03" W 164.00 feet, S 20°49'21" W 198.20 feet, S 38°01'36" W 166.75 feet, N 89°58'45" W 224.00 feet, S 62°53'34" W 99.00 feet and N 16°24'47" W 47.00 feet TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 13.12 ACRES more or less

March 5, 2019

EXHIBIT B

Year	School District Payment Amount	Town Payment Amount	County Payment Amount
1	\$ 8,273.98	\$ 1,508.32	\$ 1,217.70
2	\$ 8,439.46	\$ 1,538.49	\$ 1,242.06
3	\$ 8,608.24	\$ 1,569.26	\$ 1,266.90
4	\$ 8,780.41	\$ 1,600.64	\$ 1,292.23
5	\$ 8,956.02	\$ 1,632.66	\$ 1,318.08
6	\$ 9,135.14	\$ 1,665.31	\$ 1,344.44
7	\$ 9,317.84	\$ 1,698.62	\$ 1,371.33
8	\$ 9,504.20	\$ 1,732.59	\$ 1,398.76
9	\$ 9,694.28	\$ 1,767.24	\$ 1,426.73
10	\$ 9,888.17	\$ 1,802.58	\$ 1,455.27
11	\$ 10,085.93	\$ 1,838.64	\$ 1,484.37
12	\$ 10,287.65	\$ 1,875.41	\$ 1,514.06
13	\$ 10,493.40	\$ 1,912.92	\$ 1,544.34
14	\$ 10,703.27	\$ 1,951.18	\$ 1,575.23
15	\$ 10,917.34	\$ 1,990.20	\$ 1,606.73

CONTRIBUTION AGREEMENT

THIS AGREEMENT is made as of the date the Agreement is fully executed, by and between **Town of Marlborough**, a municipal corporation of the State of New York, with offices located at 21 Milton Turnpike, Suite 200 Milton, NY 12547 (the “Town”), and **Marlborough Solar, LLC**, a Delaware limited liability company having a principal business address of 101 Summer Street, 2nd Floor Boston, MA 02110 (“Nexamp”).

WHEREAS, Nexamp is the tenant owner and operator of a solar energy system which has yet to be installed (the “Property”), and the tenant of the underlying land located at SBL #103.1-1-33.2, 132 Milton Turnpike Milton NY 12547; and

WHEREAS, the primary use of the Property is that of a solar energy system upon real property, which Nexamp asserts and the Town agrees that the solar energy system improvement to the land is exempt from real property taxation pursuant to New York RPTL §487 and the PILOT entered into pursuant to New York RPTL § 487, or will become exempt upon the filling of an RP-487 after the completion of the Project; and

WHEREAS, the Town represents that it has not opted out of New York RPTL §487 and the Town and Nexamp desire to affirm the tax-exempt status of the solar energy system on the Property pursuant to RPTL §487 and the PILOT entered into pursuant to RPTL §487 for the Property, to avoid appeals and litigation regarding the determination that the 2.0 MW solar energy system on the Property is exempt from real property taxes, and further desire to provide a basis for a voluntary payment to the Town set forth herein; and

WHEREAS, the Town agrees that the 2.0MW solar energy system on the Property shall be exempt from real property taxes and agrees not to contest the determination that the solar energy system on the Property is entitled to an exemption from real property taxes pursuant to RPTL §487 and the PILOT entered into pursuant to RPTL §487.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration as hereinafter set forth, the parties, intending to be legally bound, 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. Voluntary Payment. Nexamp agrees to make a monetary contribution (hereinafter referred to as “the Contribution”) in the amount of Seven Thousand Five Dollars (\$7,500.00) to the Town within ninety (90) days from start of construction of the solar energy system. The Contribution will be paid in one payment directly to the Superintendent of the Town.

3. Late Contribution Payments. Due to the Town’s reliance on the Contribution in its budgetary matters, the Town may impose a late charge on the Contribution in the event that Nexamp fails to make all or any portion of the Contribution as required by Paragraph 2 hereof. The late charge shall accrue on the unpaid balance in the amount of six percent (6%) per annum, accruing monthly.

4. Exemption of Property. In consideration of Nexamp’s undertaking as described above, the Town hereby warrants, covenants and agrees that, for purposes of the 2.0 MW solar energy system on the Property at issue, the solar energy system on the Property will be exempt from real property taxes for each year covered by the PILOT, and that it will not take any action to challenge or otherwise change the tax exempt status of the 2.0 MW solar energy project on the Property under any applicable law during the term of this Agreement. Notwithstanding the foregoing, Nexamp shall make timely payments to the Town pursuant to the PILOT entered into pursuant to RPTL §487 between the parties.

5. Term. The term (the “Term”) of this Agreement shall commence as of the date it is fully executed by the parties and shall conclude simultaneously when the PILOT for the 2.0 MW

solar energy project concludes or upon the cessation of solar energy production in connection with the Property, whichever occurs first. For the avoidance of doubt, in the event that no solar energy system is successfully installed upon the Property, then the Agreement shall be void.

6. Binding Effect. This Agreement shall be binding upon the parties and their successors and assigns.

7. 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:

a. If to the Town:

Town of Marlborough
Attn: Alphonso Lanzetta, Supervisor
21 Milton Turnpike, Suite 200
P.O. Box 305
Milton, NY 12547

b. If to Nexamp, Inc.:

Marlborough Solar, LLC
Attn: General Counsel
101 Summer Street, 2nd Floor
Boston, MA 02110
E-mail: kidrees@nexamp.com

8. Agreement. The parties acknowledge and agree that this Agreement is intended to be a voluntary agreement. Should the Town decide to terminate this Agreement, by providing sixty (60) days' notice to Nexamp, the payment required hereunder, if not made prior to the termination by the Town, shall be divided by fifteen and paid in equal installments and added to the payments due to the Town under the PILOT Agreement between the Parties equally apportioned over the years remaining under the PILOT.

9. 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. If the payment under this Agreement for any reason is held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, then any outstanding Contribution payment shall be equally apportioned and added to the PILOT Agreement between the Parties entered into pursuant to RPTL § 487 as additional payment to the Town under the PILOT and evenly split amongst the remaining years of payments due under the PILOT.

10. Entire Agreement. This Agreement together with the PILOT Agreement between the Parties entered into pursuant to RPTL § 487 contains the entire understanding of the parties concerning the tax status of the Property and the Contribution, and there are no other understandings, agreements, covenants, or conditions relating to the subject matter thereof.

11. 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.

12. Governing Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Both Parties each consent to the jurisdiction of the New York and municipal courts in and for the County in which the Projects are 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.

13. Counterparts. The agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall

constitute but one and the same instrument.

14. Miscellaneous. The parties do not intend to create and noting contained in the Agreement shall be construed as creating, a joint venture arrangement, or partnership between Town and Nexamp. Nothing in the Agreement expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties, any rights, remedies, or other benefits under or by reason of the Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals, with the full intent to be legally bound hereby, on the dates respectively indicated below.

TOWN OF MALRBOROUGH

By: _____
Alphonso Lanzetta, Supervisor

Date: _____

MARLBOROUGH SOLAR, LLC

By: _____

Name: _____

Title: _____

Date: _____