TOWN OF NEW BALTIMORE, COUNTY OF GREENE

TOWN BOARD REGULAR MEETING

JULY 13, 2026

AGENDA

**** Please turn off all cell phones and electronic devices ****

Pledge of Allegiance

Approval of Minutes:

- June 22, 2026 Town Board Work Meeting

Supervisor's Report

Public Comment Period

Discussion Topics/Updates/Motions made by Board Members

New Business:

- **Resolutions:**
    - Resolution to authorize the Town Board to accept a donation from Kiewit Power Constructors Company (KPC) to be used for the purchase of a work platform attachment for the Town

Old Business:

- **Resolutions:**
    - Resolution for the Town Board to approve a Payment in Lieu of Taxes (PILOT) agreement

Upcoming Meetings:

- Comprehensive Plan/Zoning Code Special Committee Meeting, July 21, 2026 at 6:30 pm, Medway-Grapeville Fire Company, 1352 Rte. 51, Hannacroix, NY 12087
- Town Board Work Meeting, July 27, 2026 at 7:00 pm, New Baltimore Town Hall
- Zoning Board of Appeals Meeting, August 5, 2026 at 7:00 pm New Baltimore Town Hall
- Veterans Picnic on Sunday, August 9th, 1-3 pm at Joseph Wyche Park. (Rain location at Cornell Hook and Ladder Fire Station.)
- Town Board Regular Meeting, August 10, 2026 at 7:00 pm, New Baltimore Town Hall
- Planning Board Meeting, August 13, 2026 at 7:00 pm, New Baltimore Town Hall

Audit of Claims

- Resolution to authorize the Supervisor to pay the audited claims

Adjournment

****** Agenda Subject to Change*******

GUIDELINES FOR PUBLIC CONDUCT DURING TOWN BOARD MEETINGS

1. The Supervisor shall preside at the meetings of the Town Board. In the absence of the Supervisor, the Deputy Supervisor shall be the acting Supervisor. In the event both the Supervisor and the Deputy Supervisor are absent, the other members shall designate one of their members to act as temporary chairman. A majority of the Board shall constitute a quorum for the transaction of business, but a lesser number may adjourn.

2. Town residents who wish to speak shall fill out a card at the entrance of the meeting room listing their name, contact information, and the subject matter in which they would like to speak. These cards will be collected prior to the beginning of the Town Board meeting and given to the Town Supervisor or Deputy Supervisor in the absence of the Supervisor.

3. Speakers must be recognized by the presiding officer and then proceed to the lectern and state their name and address. They must limit their remarks on official town business to up to three minutes. They must address their remarks to the Board as a body and not to any member thereof and not to other members of the audience in the form of a debate.

4. Speakers should present their remarks in a courteous manner and may not make disparaging remarks or personal comments about public officials, town residents, or others. <u>All speakers and individuals attending the meeting</u> will observe the commonly accepted rules of courtesy, decorum, dignity, and good taste with no cursing, swearing, clapping, booing, finger pointing, bullying, whispering, or talking that disrupts the proceedings of the business of the Town Board.

5. Any speaker who disregards the directives of the presiding officer in enforcing the rules, disturbs the peace at a meeting, makes impertinent or slanderous remarks, or generally conducts themselves in an inappropriate manner shall be barred from further participation and will forfeit any balance of time remaining for their comments.

6. After a final warning, if a speaker willfully refuses to step down, the Town Supervisor shall contact the appropriate authorities to remove the speaker from the meeting room and to restore order.

7. The Town Supervisor, or in their absence the Deputy Supervisor, shall ensure compliance with these rules.

****** This policy will be amended by Majority vote of the Town Board ******

OPENING OF THE MEETING
Supervisor Taber opened the meeting at 7:08 pm and the Pledge of Allegiance was said. Also attending Councilmembers Faul, Ferry, Sottolano; Deputy Supervisor Stefanik, Michelle Storm, Esq.; Town Clerk Finke; and 2 members of the public who signed the attendance book. Absent: Highway Superintendent VanWormer

ADOPTION OF MINUTES
The June 22, 2026, Town Board Work Meeting Minutes were submitted by Town Clerk Finke, Motion made by Supervisor Taber, Seconded by Councilmember Sottolano
AYES: Taber, Faul, Sottolano, Ferry
NAYES:
ABSTAIN:
ABSENT: Kash
Motion Carried.

PUBLIC COMMENT PERIOD
None

Supervisor's Report
The Town mailbox out by the road is rusted and falling apart, police agencies left something in it, and it should be removed or a new one installed. She visited District 3 Park on Old Kings Road with **Deputy Supervisor Stefanik** and found safety concerns, including bear activity, a leaning pavilion, and holes with mesh in the ground. She recommended either closing the park or making the necessary repairs and posting a "Beware of Bears" sign. The Board discussed whether the Highway Department would have time to make repairs, **Councilmember Ferry** noted they have finished chip sealing, there is a staffing issue and suggested discussing the matter in Executive Session after the meeting, and they may have a manpower issue. C**ouncilmember Sottolano** recommended closing District Park 3. **Councilmember Faul** asked whether the soil needed to be tested; **Town Clerk Finke** thought that it had been tested before it was delivered to the park. **Ellie Alfeld** stated that the because the Board is aware of the situation, a sign should be posted to reduce the Town's liability.

NEW BUSINESS
Supervisor Taber noted that the road repair check came in from Kiewit which included an extra $2,800 so that the Highway Department could purchase a lift basket, and they provide the name of a vendor.

RESOLUTION 103-2026
JULY 13, 2026

RESOLUTION TO AUTHORIZE THE TOWN BOARD TO ACCEPT A DONATION FROM KIEWIT POWER CONSTRUCTORS COMPANY (KPC) TO BE USED FOR THE PURCHASE OF A WORK PLATFORM ATTACHMENT FOR THE TOWN

Whereas Resolution 101-2026 authorized the Supervisor to sign a Settlement Agreement with KPC on June 19, 2026 in which KPC agreed to pay the Town the total sum of $147,090 to cover the cost of the required road repair and restoration of damages;

Whereas KPC has offered a donation to the Town in an amount of $2800 toward the purchase of a 4' x 8' work platform attachment, to be used by the Town Highway Department; and

Whereas KPC has added the amount of the donation to the check sent to pay for road repair and damage restoration, bringing the total amount of the check to $149,890; now, therefore, be it

Resolved, that the Supervisor is authorized to accept the donation of $2800 from Kiewit for the purpose of purchasing said work platform attachment for the Town and is authorized to deposit the check from Kiewit totaling $149,890.

Councilmember Faul asked whether the $149,890 payment was part of the original agreement. **Supervisor Taber** explained that the original agreement totaled $147,090 and that they added $2,800 as a donation for the lift basket. **Councilmember Faul** then asked why the company would provide the additional funding. **Councilmember Sottolano** explained that they have completed several projects in Greene County, provided similar donations to other municipalities, and it appeared to be a goodwill gesture with the damage made. Councilmember Ferry stated that he had walked the damaged roads with the Highway Superintendent and a Kiewit representative discussed their practice of allocating funds to become indemnified as they have already moved on. **Deputy Supervisor Stefanik** stated that Kiewit had become aware that the Highway Department frequently borrows a lift basket from the Town of Coeymans and offered funding for the Town to purchase one. **Councilmember Sottolano** added that Kiewit had initially offered to provide equipment no longer needed for the project; however, the Highway Department did not need that equipment and instead identified the lift basket**.**

Motion made by Supervisor Taber seconded by Councilmember Sottolano
AYES: Taber, Faul, Sottolano, Ferry
NAYES:
ABSTAIN:
ABSENT: Kash
Motion Carried.

RESOLUTION 104-2026
JULY 13, 2026

RESOLUTION FOR THE TOWN BOARD TO APPROVE A PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT

Whereas, LSE Monoceros LLC (the “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 4.8 Megawatts AC on a parcel of land (or portion thereof) located at 14073 Route 9W within the Town at New Baltimore and identified as Tax Map ID 7.03-1-7, as described in Exhibit A (herein the “Property”); and

Whereas, the Town of New Baltimore, New York (the “Town”), has not opted out of RPTL Section 487; and

Whereas, pursuant to RPTL Section 487 (9) (a), the Town 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 Town for each year during the term of this Agreement; and

Whereas, the Ravena Selkirk School District and Greene County have adopted resolutions and approved the multi-jurisdictional PILOT; and

Whereas, the Parties intend that, during the term of the PILOT, the portion of the Project eligible for exemption pursuant to RPTL Section 487 will be exempt from taxation and subject to the annual payments set forth therein; now, therefore, be it

Resolved by the Town Board as follows:

Section 1. The Town hereby approves the PILOT under which (i) the Town will receive a payment of $4,265 in Year 1 and the payment amount under the agreement shall escalate 2% every year; and (ii) the term of agreement shall be for fifteen (15) years.

Section 2. This resolution shall take effect immediately.

Councilmember Ferry thanked Genevieve Tripp for providing certified mail notifications from November 2023 and that none of the current Board members were serving at that time. Since the project will proceed regardless of the Town's decision, the Town's options are either to accept the payments offered or receive no payment while the project moves forward. There is an immediate concern regarding solar projects and legislation should be advanced that would allow the Board to respond promptly to any future solar projects.

Motion made by Councilmember Sottolano seconded by Supervisor Taber.
AYES: Taber, Faul, Kash, Sottolano, Ferry
NAYES:
ABSTAIN:
ABSENT: Kash
Motion Carried.

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

between

Town of New Baltimore

Ravena-Coeymans Selkirk School District

Greene County

and

LSE Monoceros LLC

Dated as of ____________________, 2026

RELATING To THE PREMISES LOCATED AT 14073 Route 9W (TAX MAP 7.03-1-7), IN THE TOWN OF NEW BALTIMORE, GREENE 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 LSE Monoceros LLC (the "Owner"), a New York limited liability company, with a principal place of business located at 1 Landmark Square, Suite 320, Stamford, CT 06901 ; and the Ravena-Coeymans-Selkirk Central School District, (the "School District"), a school district duly established with a principal place of business located at P.O. Box 100, 15 Mountain Rd, Ravena, NY 12143; the Town of New Baltimore, New York, (the "Town"), a municipal corporation duly established with a principal place of business at 3809 County Route 51, Hannacroix, NY 12087; and the County of Greene, New York, a municipal corporation duly established with a principal place of business at 411 Main Street, Catskill, NY 12414 (the "County").

The School District, Town and County are herein collectively referred to as the "Taxing Jurisdictions." Owner and the Taxing Jurisdictions 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 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 (l)(b) (herein the "Project") with an expected nameplate capacity ("Capacity' ') of approximately 4.8 Megawatts AC on a parcel of land (or portion thereof) located at 14073 Route 9W within the Town at New Baltimore and identified as Tax Map ID 7.03-1-7, 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 portion of the Project eligible for exemption pursuant to RPTL Section 487 will be exempt from taxation.

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 a duly organized, and a validly existing New York limited liability company, 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 Ageement 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.

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 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 Jurisdictions hereby represent, warrant, and covenant that, as of the date of this Agreement:

1. The Taxing Jurisdictions are each duly organized, validly existing, and in good standing under the laws of the State of New York and each 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 each of the Taxing Jurisdiction's 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 govemmental 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 Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Town Assessor upon the assessment rolls of the Town and shall be exempt from taxation to the extent the Project is eligible pursuant to RPTL Section 487. 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. Such 15-year term shall commence on the first taxable status date following the date when the Project is mechanically complete and Owner has commenced production of electricity (the "Commencement Date"), and shall end after the expiration of the fifteenth fiscal year following the Commencement
Date. The first annual payment shall be in the amount of FORTY-TWO THOUSAND ($42,000.00) (the "Annual Payment"), and shall be allocated among the Taxing Jurisdictions as provided in Exhibit B. Thereafter Annual Payments will escalate by two percent (2%) per year. Each Annual Payment will be paid to the Taxing Jurisdictions in accordance with Section 4 ofthis 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) Owner agrees that the Annual Payment shall not include i) any property taxes due and payable to any special district and/or ii) any property taxes due against the underlying land on which the Project is sited. Owner agrees that such special district and underlying land taxes shall be made in addition to the Annual Payment.

3. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Commencement Date, the Capacity is increased as a result of the replacement or upgrade 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 on a pro rata basis for the remaining years of the Ageement.

4. Payment Collection.

Payments for the School District shall be made payable to the Ravena-Coeymans-Selkirk Central School District and mailed to P.O. Box 100, 15 Mountain Rd, Ravena, NY 12143 and are due no later than September 15th of each year.

Payments for the Town shall be made payable to the Town of New Baltimore and mailed to the Town of Clerk at 3809 County Route 51, Hannacroix, NY 12087, and are due no later than February 15th of each year.

Payments for the County shall be made payable to the County Treasurer and mailed to the County of Greene, c/o County Administrator, 411 Main Street, Catskill, NY 12414, 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 ofthe unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

5. Tax Status. Separate Tax Lot. The Taxing Jurisdictions agree that during the term of this Agreement, the Town Assessor 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 Town Assessor 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. Notwithstanding anything to the contrary contained herein, Owner hereby acknowledges and agrees that the Town Assessor shall continue to assess the real property upon which the Project is constructed.

6. 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. Notwithstanding the foregoing, in the event that (i) this Agreement is assumed by a third party in connection with any change in control of the ownership interests of the Owner or (ii) this Agreement is assigned in connection with the sale of all or substantially all of the Owner's assets to a third party, the consent of the Taxing Jurisdictions shall not be required and assignment shall be effective upon notice to the Taxing Jurisdictions. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, or connection with any assignment which does not require the consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by an assignee. 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.

7. 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.

8. 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.

9. 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:

LSE Monoceros LLC
c/o GS Power Partners
420 Lexington Avenue, Suite 2533
New York, NY 10170
Attn: Development Management

If to Taxing Jurisdictions:

If to the School:

Ravena-Coeymans-Selkirk Central School Disfrict
P.O. Box 100
15 Mountain Rd
Ravena, NY 12143
Attn: Superintendent

With a copy to:

If to the Town:

Town of New Baltimore
3809 County Route 51
Hannacroix, NY
12087 Attn: Town
Supervisor

With a copy to:

If to the County:

Greene County
411 Main Street
Catskill, NY 12414
Attn: County Administrator

With a copy to:

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.

10. 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 Proj ect 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.

11. Termination Rights ofthe 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.

12. Termination Rights of Taxing Jurisdictions. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement and exercise all rights available to a taxing jurisdiction under RPTL 487 and otherwise under applicable law 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; or

b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

13. 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.

14. 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.

15. 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 Ageement 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.

(Signature Pages Follow)

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. OWNER

____

LSE Monoceros LLC

By:__________________________

Its:____

Date:_________________________

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

TAXING JURISDICTION OF

____
Town of New Baltimore

____
Supervisor

____
Date

Agrcctnent

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.

TAXING JURISDICTION OF

Ravena-Coeymans-Selkirk Central School District

Superintendeut

3/25/2026

Date

g 0260226

Date

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.

TAXNG JURISDICTION OF

____

Greene County

Patrick S. Linger

Chairman, Greene County Legislature

5/11/26

Date

APPROVED AS TO FORM

APR 0 1 2026

EDWARD KAP'AN, "0,

GWENE COUNTY ATTORNEY

EXHIBIT A

Description of Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Baltimore, Greene County, New York, bounded and described as follows:

COMMENCING at the point of intersection of the division line between the lands now or formerly of LSE 9W Holdings LLC as described in Instrument No. D2022-2809 (Area 1) on the South and the lands now or formerly of Rok Top Farm, LLC as described in Instrument No. D2022-1881 on the North with the Westerly 1935 highway boundary of Route 9W Coxsackie — Ravena, Part 2 (S.H. No. 5370); thence from said point of commencement North 79 deg. 52 min. 45 sec. West along the above mentioned division line 37.13 feet to the true point of beginning and runs thence from said point of beginning through the said lands now or formerly of LSE 9W Holdings LLC the following nineteen (19) courses: 1) South 00 deg. 00 min. 00 sec. East 34.74 feet to a point; 2) North 90 deg. 00 min. 00 sec. West 114.93 feet to a point; 3) North 48 deg. 13 min. 29 sec. West 336.00 feet to a point; 4) North 71 deg. 38 min. 12 sec. West 458.02 feet to a point; 5) South 51 deg. 44 min. 03 sec. West 323.80 feet to a point; 6) South 44 deg. 20 min. 45 sec. East 192.87 feet to a point; 7) South 00 deg. 00 min. 00 sec. East 259.83 feet to a point; 8) North 90 deg. 00 min. 00 sec. East 339.94 feet to a point; 9) South 00 deg. 00 min. 00 sec. East 535.16 feet to a point; 10) South 19 deg. 19 min. 58 sec. East 565.64 feet to a point; 11) North 90 deg. 00 min. 00 sec. East 122.66 feet to a point; 12) South 00 deg. 00 min. 00 sec. East 390.15 feet to a point; 13) North 87 deg. 16 min. 46 sec. West 473.69 feet to a point; 14) North 38 deg. 43 min. 10 sec. West 1,166.98 feet to a point; 15) North 00 deg. 00 min. 00 sec. East 890.82 feet to a point; 16) North 90 deg. 00 min. 00 sec. East 169.33 feet to a point; 17) North 00 deg. 00 min. 00 sec. East 777.46 feet to a point; 18) North 90 deg. 00 min. 00 sec. West 294.31 feet to a point; and 19) North 00 deg. 00 min. 00 sec. East 378.03 feet to a point on the division line between the said lands now or formerly of LSE 9W Holdings LLC on the South and the said lands now or formerly of Rok Top Farm, LLC on the North; thence along the last mentioned division line North 74 deg. 14 min. 15 sec. East 140.22 feet to a point; thence through the said lands now or formerly of LSE 9W Holdings LLC North 90 deg. 00 min. 00 sec. East 242.37 feet to a point on the division line between the said lands now or formerly of LSE 9W Holdings LLC on the Southwest and the said lands now or formerly of Rok Top Farm, LLC on the Northeast; thence along the last mentioned division line the following ten (10) courses: 1) South 64 deg. 55 min. 45 sec. East 87.08 feet to a point; 2) South 48 deg. 23 min. 45 sec. East 292.52 feet to a point; 3) South 41 deg. 23 min. 45 sec. East 214.11 feet to a point; 4) South 22 deg. 42 min. 45 sec. East 289.69 feet to a point; 5) South 25 deg. 31 min. 45 sec. East 214.14 feet to a point; 6) South 43 deg. 45 min. 45 sec. East 134.27 feet to a point; 7) South 57 deg. 48 min. 45 sec. East 125.02 feet to a point; 8) South 51 deg. 52 min. 45 sec. East 253.02 feet to a point; 9) South 63 deg. 11 min. 45 sec. East 155.95 feet to a point; and 10) South 38 deg. 13 min. 45 sec. East 65.10 feet to the point or place of beginning and containing 47.80 acres of land, more or less.

EXHIBIT B
Payment Schedule

	SCHOOL DISTRICT	TOWN	COUNTY
YEAR 1	32,411	4,265	5,324
YEAR 2	33,059	4,350	5,431
YEAR 3	33,721	4,437	5,539
YEAR 4	34,395	4,526	5,650
YEAR 5	35,083	4,616	5,763
YEAR 6	35,785	4,708	5,878
YEAR 7	36,500	4,803	5,996
YEAR 8	37,230	4,899	6,116
YEAR 9	37,975	4,997	6,238
YEAR 10	38,734	5,096	6,363
YEAR 1 1	39,509	5,198	6,490
YEAR 12	40,299	5,302	6,620
YEAR 13	41,105	5,408	6,753
YEAR 14	41,927	5,517	6,888
YEAR 15	42,766	5,627	7,025

Supervisor Taber prepared a resolution regarding the Ravena Rescue Squad contract, she spoke with Nick Dellisanti prior to the meeting, asked Pat Linger to confirm whether or not Greene County had paid the Town's portion, it was decided to table the resolution until the next meeting, and she would let Ravena Rescue know.

RESOLUTION 105-2026
JULY 13, 2026

RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE AN AGREEMENT WITH RAVENA RESCUE SQUAD FOR AMBULANCE SERVICES PROVIDED TO NEW BALTIMORE DISTRICT 1

Resolved, that the Town Board of the Town of New Baltimore hereby authorizes the Town Supervisor to execute an agreement with Ravena Rescue Squad for basic ambulance services provided to New Baltimore Ambulance District No. 1 from January 1, 2026 to December 31, 2026 at a total cost of $38,000.

Upcoming Meetings:

- Comprehensive Plan/Zoning Code Special Committee Meeting, July 21, 2026 at 6:30 pm, Medway-Grapeville Fire Company, 1352 Rte. 51, Hannacroix, NY 12087
- Town Board Work Meeting, July 27, 2026 at 7:00 pm, New Baltimore Town Hall
- Zoning Board of Appeals Meeting, August 5, 2026 at 7:00 pm New Baltimore Town Hall
- Veterans Picnic on Sunday, August 9th, 1-3 pm at Joseph Wyche Park. (Rain location at Cornell Hook and Ladder Fire Station.)
- Town Board Regular Meeting, August 10, 2026 at 7:00 pm, New Baltimore Town Hall
- Planning Board Meeting, August 13, 2026 at 7:00 pm, New Baltimore Town Hall
- Townwide Yard Sale, Saturday, September 19
- Senior Picnic on Wednesday, September 9 from 1-3 at Wyche Park (Rain location Medway-Grapeville Fire Company)

Audit of Claims

RESOLUTION 106-2026

July 13, 2026

RESOLUTION TO AUTHORIZE SUPERVISOR TO PAY THE AUDITED CLAIMS

Whereas the town clerk has presented claims to the town board for audit and review. Whereas the town board has audited claims 2026-07-01 to 2026-07-47. Now therefore, be it resolved that the supervisor is hereby authorized to pay claims 2026-07-01 to 2026-07-47. And be it further resolved that the town clerk will prepare an abstract and hold it for public review until August 31st, 2026.

Motion made by Supervisor Taber seconded by Councilmember Sottolano
AYES: Taber, Faul, Sottolano, Ferry
NAYES:
ABSTAIN:
ABSENT: Kash
Motion Carried.

General $17,804.43, Highway $26,220.04, Sewer 1 $3,382.51, Water 2 $1,190.00, Street Lighting 1 $3,858.06, Street Lighting 2 $236.32, Total $52,691.36

Adjournment
On a Motion by Supervisor Taber seconded by Councilmember Sottolano the meeting was adjourned at 7:26 PM
AYES: Taber, Faul, Ferry, Sottolano
NAYS:
ABSTAIN:
ABSENT: Kash
Motion Carried

Respectfully Submitted,

Barbara M. Finke, RMO, CTO
Town Clerk