

May 8, 2017

FIRST MEETING OF THE MONTH  
TOWN BOARD TOWN OF MARLBOROUGH  
21 MILTON TURNPIKE, MILTON NY  
MAY 8, 2017 7:00 P.M.  
MINUTES OF MEETING

Present: Supervisor Lanzetta  
Councilman Molinelli  
Councilman Corcoran  
Councilman Baker  
Councilman Koenig

Also Present: Colleen Corcoran, Town Clerk  
John Behan, Behan Planning & Design

ITEM #1 Motion to approve agenda

***Councilman Baker made a motion to add Budget Report – Christinna Wilklow to Reports of Departments and Boards. Motion seconded by Councilman Corcoran.***

***Yeas: 5                      Nays: 0                      Carried***

ITEM #2 Motion to approve minutes from the April 24, 2017 Town Board Meeting

***Councilman Corcoran made a motion to approve minutes from the April 24, 2017 Town Board meeting. Motion seconded by Councilman Baker.***

***Yeas: 3              Nays: 0              Abstain: 2 (Molinelli & Koenig absent 4/24/17)              Carried***

ITEM #3 Authorize payment of bills

***Councilman Baker made a motion to authorize payment of the abstract in the amount of \$126,536.43. Motion seconded by Councilman Corcoran.***

***Yeas: 5                      Nays: 0                      Carried***

ITEM #4 Comments on the agenda

*No comments on the agenda.*

ITEM #5 Presentations

A). Vinny Mannese- TOMVAC Building

*No presentation; Mr. Mannese was absent.*

B). John Behan-LWRP

*John Behan, Behan Planning & Design gave a power point presentation regarding the Local Waterfront Revitalization Program (LWRP). There were many slides with photos and he explained what can possibly be done in the future in the Hamlets, on or near the river front, and*

*on the Route 9W corridor. Ideas included connectivity between the Hamlets, signage, farm land protection, sidewalks, parking, bike paths, and trails.*

*Tom Corcoran questioned residential and highway development districts.*

*Councilman Molinelli questioned the idea of a bike route on Route 9W. There was a brief discussion about prioritizing projects and long term visions for the town.*

*Councilman Corcoran questioned what can be done with Dock Road in Marlboro to make it more accessible.*

*James Garofalo stated that the old Dockside project included changing the grade of Dock Road.*

*Mike Dovich asked when Route 9W will be repaved.*

*Supervisor Lanzetta stated that New York State plans to repave in 2018. It is possible that some of the items included in the corridor study that is being done can hopefully come into play when they pave.*

*Councilman Baker added that there is a draft of the Comprehensive Plan and is ready for comments.*

*Tom Coupart asked if the public can comment on the Comprehensive Plan. John Behan said yes.*

*The Board said it will go on the website.*

*John Behan added that there will be a public presentation of the draft comprehensive plan, LWRP, waterfront consistency law, and Draft Generic Environmental Impact Statement at the Town Board meeting on June 26th.*

## **ITEM #6 Report of Departments and Boards**

### **\*Budget Report – Christinna Wilklow**

#### **January – April 2017**

The Town received full tax payment and water relieves from Ulster County in February.

#### **General Fund A:**

The Town has received 86% of revenue budgeted for 2017 and has spent 42% of expenditures budgeted for 2017

#### **Highway Fund DA:**

The Town has received 94% of revenue budgeted for 2017 and has spent 22% of expenditures budgeted for 2017.

The Water dept had their first billing for water/sewer rents in January. The Town received approximately 1/3 in revenue which is right on budget for water/sewer billing. So the increase in rates should bring the water and sewer funds right in budget this year.

So far all funds look to be within normal budget for this time of year. I will be keeping a close eye on Central Service line item (IT line) which is about half spent.

Health insurance HRA (health insurance deductibles) fund has disbursed \$85,262.06 of the \$217,000 budgeted for this plan.

Update on the Town's CPA's: I have been working very closely with Denise from Sedore, cleaning up accounts from prior years and pulling work needed for the 2015 audit. We should be planning a date for on site field work by the end of this week, beginning of next week.

I will be attending the annual finance school, May 11th and 12th from the Association of Towns, some of the topics are:

Misuse of Municipal funds  
Pitfalls in Municipal Budgeting  
Capital Assets  
and Accounting for Reserves.

May 8, 2017

A) SUPERVISOR - ALPHONSO LANZETTA

**Supervisor's Report May 2017**

Attended New Paltz Regional Chamber of Commerce meeting

Attended educational forum by Ulster County Planning on updated Community Planning Guide

Attended Town Planning Board Meeting

Attended the Ulster County Supervisors' Meeting in Kingston

Met with Leira Patasso to discuss upgrade to Town playground

Attended the Milton Train Station Foundation, Inc. Board meeting

Met with Ag & Market representative, Patty Sierzenga, about possible rental of office space at Highway Department building

Met with Gael Appler, Jr. & Dave Zambito, at Milton Landing Park, to discuss improvements on the trail

Attended the Milton Business Association Spring Fling at Buttermilk Falls

Met with Cindy Hilbert & Councilman Corcoran to discuss personnel matters

Met with Verizon representative & their engineer, Councilman Corcoran, and Tech Advisor Dan Brooks, to discuss internet speed

Attended the MidHudson Regional Economic Development Committee forum on the State CFA process, with Councilman Baker & Rosemary Wein

Met with Dave Corrigan of the NYSDOT, to discuss the gateway project at the south end of Rt. 9W

Met with Planner John Behan, Councilman Baker, NYSDOS Barbara Kendall, and Cindy Lanzetta to go over LWRP

Attended public meeting for Land Use for the LWRP (Local Waterfront Revitalization Plan)

Respectfully,

Al Lanzetta

*Supervisor Lanzetta also reported that he met Gael Appler and John Alonge from the Highway Department to discuss the \$250,000.00 grant from Frank Skartados to do sidewalks in the Hamlets.*

## B) BUILDING INSPECTOR - THOMAS CORCORAN

**THOMAS CORCORAN/BUILDING INSPECTOR  
MONTHLY REPORT/BUILDING DEPARTMENT  
MONTH OF: APRIL 2017**

CERTIFICATE OF OCCUPANCY 0 STOP WORK ORDER 1REQUEST FOR INFORMATION 12 ZBA APPLICATION 0TRAILER PARK RENEWALS 5 ORDER TO REMEDY 18BUILDING EXTENSIONS 1 COMPLAINTS 38FIRE INSPECTIONS 3 BURN PERMITS ISSUED 1FIRE CALLS 1 CLOTHING BIN RENEWALS 0**BUILDING PERMITS 20**

<u>2</u> ONE FAMILY	<u>0</u> CLOTHING BIN
<u>0</u> TWO FAMILY	<u>0</u> SIGNS
<u>3</u> ELECTRICAL/GENERATOR	<u>0</u> REPAIRS/ALTERATIONS/CONVERSION
<u>2</u> FURNACE/BOILER (INDOOR)	<u>4</u> ADDITIONS/RENOVATIONS
<u>0</u> DEMOLITION	<u>0</u> COMMERCIAL STRUCTURE
<u>0</u> TANK INSTALLATION/REMOVAL	<u>1</u> DECKS/STAIRS
<u>0</u> STOVES (WOODSTOVE, PELLET)	<u>1</u> WIRELESS COMMUNICATION
<u>1</u> POOL/HOT TUB	<u>0</u> MOBILE HOME
<u>5</u> SHED	<u>0</u> CARPORT/GARAGE
<u>0</u> ROOF	<u>1</u> SOLAR PANELS

**ESTIMATED COST OF BUILDINGS \$1,132,326.00**

CERTIFICATE OF OCCUPANCY	\$ <u>0.00</u>
REQUEST FOR INFORMATION	\$ <u>1,200.00</u>
BUILDING EXTENSIONS	\$ <u>100.00</u>
TRAILER PARK RENEWALS	\$ <u>2,525.00</u>
BUILDING PERMITS	\$ <u>6,059.50</u>
FIRE INSPECTION FEES	\$ <u>200.00</u>
ZBA ESCROW FEES	\$ <u>0</u>
ZBA APPLICATION	\$ <u>0</u>
TOTAL MILEAGE: 951 MILES	
TOTAL GAS USAGE 68 GALLONS	
TOTAL MONTHLY ZONING FEES	\$ <u>0</u>
TOTAL MONTHLY RECEIPTS	\$ <u>10,084.50</u>

*There was a brief discussion regarding complaints.*



May 8, 2017

C) POLICE CHIEF - GERALD COCOZZA

**Police Department  
Town of Marlborough**

**MEMORANDUM**

To: Town Board of the Town of Marlborough  
From: Chief Cocozza  
Date: May 8, 2017  
Subject: Activity Summary for the Month of April 2017



Following is a summary of the activity of the Police Department for the month of April 2017

<u>MOTOR VEHICLE ACCIDENT</u>	April. 17	Yr. Date 17	April16	Yr. Date 16
Personal injury	1	17	6	12
Fatal	0	0	0	0
Property Damage	11	56	6	35
Report Not Required	4	11	5	5
Total	16	84	17	52

<u>SUMMONSES ISSUED</u>				
Vehicle and Traffic	134	526	206	615
Parking	3	15	0	4

<u>COMPLAINT ACTIVITY</u>				
Total Blotter Entries	310	1299	310	1158
Total Arrests	21	123	36	80

<u>TOTAL TELEPHONE CALLS</u>	1689	6996	1789	6780
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POLICE DEPARTMENT OVERTIME HOURS payroll 8 & 9

Full Time Officer Overtime	(see attached)	(see attached)		
Full Time Officer Grant O/T	(see attached)	(see attached)		
Part Time Officer Overtime	(see attached)	(see attached)		
Part Time Officer Gant O/T	(see attached)	(see attached)		
Full Time Dispatchers Overtime	8 (\$271) 8		0	0
Part Time Dispatchers Overtime	48 (\$1025)122.5		0 (\$0)	56

<u>Police Mileage</u>	11643	44712	11957	47764
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Chief Cocozza also reported that he had discussions with the union regarding shift coverage and overtime; the union is drafting a new Memorandum of Agreement (MOA) to better control shift coverage and overtime. He thanked Justin Pascale for initiating this change. Chief also reported that the speed trailer has been in use around town; he explained the workings of the machine. There was a brief discussion about the license plate reader.

May 8, 2017

D) HIGHWAY SUPERINTENDENT - GAEL APPLER, SR.

*No report*

E) WATER SUPERINTENDENT - CHARLIE MUGGEO

**WATER SUPERINTENDENT  
TOWN OF MARLBOROUGH  
1650 ROUTE 9W, PO BOX 305  
MILTON, NY 12547**

**CHARLES MUGGEO  
WATER SUPERINTENDENT**

**FAX (845) 795-2031  
PHONE (845) 795-5100**

**DATE: 5/08/2017**

**TO: SUPERVISOR AL LANZETTA  
TOWN BOARD MEMBERS  
TOWN CLERK**

**RE: MONTHLY REPORT FOR APRIL**

Water consumption totaled 12.6 million gallons, which is a daily usage of 423,000.  
Compared to last month 12.4 million gallons, which is a daily usage of 400,000.  
Compared to a year ago, water consumption was 13.0 million for the month which is a daily usage of 421,000.

**SUMMARY FOR THE MONTH:**

**HYDRANTS:** We started flushing hydrants

**WATER MAINS:** Had to repair service line on Youngs Ave. with the help of the Highway Dept.

**VALVES:** Had to repair 6 inch valve on Old Indian Rd. and also a 4 inch valve on Youngs Ave.

**CURB BOXES:** Had to repair curb box on Lattintown Rd. and Reservoir Rd. because of auto accident.

**Attended a 811 Excavation Seminar**

**SERVICE LINE INSPECTIONS:** 1

**CLOSINGS:** 2

**MARKOUTS:** 15

**Gallons of Gas:** 275

**Gallons of Diesel:** 5

**Mileage for the month:** 2000

## F) TOWN CLERK - COLLEEN CORCORAN

05/03/2017

Town Clerk Monthly Report Monthly Report  
April 01, 2017 - April 30, 2017

Page 1

Account Description	Fee Description	Account#	Qty	Local Share	
Conservation	Conservation	A1255	17	54.84	
			<b>Sub-Total:</b>	<b>\$54.84</b>	
Dog Licensing	Female, Spayed	A2544	13	65.00	
Dog Licensing	Male, Neutered	A2544	16	80.00	
Dog Licensing	Male, Unneutered	A2544	3	30.00	
			<b>Sub-Total:</b>	<b>\$175.00</b>	
General Fund	Towing Licenses	00-2590	5	1,041.60	
General Fund	Water Service	2144SW	4	4,675.00	
			<b>Sub-Total:</b>	<b>\$5,716.60</b>	
LANDFILL FEES	T/s Permits	00-2130	8	465.00	
LANDFILL FEES	T/s Punch Cards	00-2130	33	1,895.00	
			<b>Sub-Total:</b>	<b>\$2,360.00</b>	
Marriage Lic.	MARRIAGE LICENSE FEE	00-1255	2	35.00	
			<b>Sub-Total:</b>	<b>\$35.00</b>	
Misc Fees	Building Fees\Building Dept	00-2110	1	6,640.77	
Misc Fees	Fire Fees/Building Dept	00-2110	1	270.00	
Misc Fees	YRP Lifeguard	00-2025	1	200.00	
Misc Fees	YRP Zumba	00-2025	1	153.00	
			<b>Sub-Total:</b>	<b>\$7,263.77</b>	
MISC. FEES	Accident Reports	00-1255	20	100.00	
MISC. FEES	Certified Copies	00-1255	3	160.00	
MISC. FEES	Dog Warden	00-2611	1	282.50	
MISC. FEES	Foi Requests	00-1255	3	59.50	
MISC. FEES	Junkyard Licenses	00-2590	3	750.00	
MISC. FEES	Park Fees	00-2001	1	300.00	
MISC. FEES	Peddler's License	00-2590	1	500.00	
			<b>Sub-Total:</b>	<b>\$2,152.00</b>	
<b>Total Local Shares Remitted:</b>				<b>\$17,757.21</b>	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			38.00	
Amount paid to:	NYS Environmental Conservation			1,242.16	
Amount paid to:	State Health Dept. For Marriage Licenses			45.00	
<b>Total State, County &amp; Local Revenues:</b>		<b>\$19,082.37</b>	<b>Total Non-Local Revenues:</b>		<b>\$1,325.16</b>

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Colleen Corcoran Town Clerk, Town of Marlborough during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

May 8, 2017

G) WASTEWATER TREATMENT FACILITY- ANTHONY FALCO

Water Quality Management, Inc.  
P.O. Box 733  
Marlboro, NY 12542  
845 236-7824 Fax 845 236-3911

May 8, 2017

Report on The Marlboro Wastewater Treatment Plant for the  
Month of April 2017

The average flow to the plant was 130,000 gallons per day.

This was about 74% of design capacity (175,000 GPD).

The process is working well meeting SPDES requirements.

Removing 99% of BOD and 97% of Suspended Solids

Milton Wastewater Treatment Plant:

The Average flow to the Milton plant during April 2017 was 38,000  
gallons per day.

This is about 69% of design capacity (55,000 gallons per day).

The process is working well meeting SPDES requirements.

Removing 99% of BOD and 91% of Suspended Solids

Overall both wastewater treatment plants are in good working  
order but getting old.

The collection system is being monitored and maintained by  
Charlie Muggeo & the Water Dept.

If you need any additional information, please do not hesitate to  
contact me.

Tony Falco  
Water Quality Management, Inc.

May 8, 2017

## H) DOG CONTROL OFFICER - ANDREW MCKEE

21 Milton Turnpike  
Marlborough, New York, 12547

# Town of Marlborough Dog Control

~~Andrew McKee-Dog Control Officer~~

Tuesday, May 2, 2017

### April 2017 Monthly Report

#### Monthly Report - 4/1/2017 through 4/30/2017

##### Overview:

We received a total of **9** calls this month including **3** calls to service from Marlborough PD, State Police and Ulster County Sherriff

Responded to **2** active complaints and/or cases which are now closed or resolved

We currently have **1** open cases that have been addressed but are ongoing or un-resolved.

We Impounded **1** stray dog,

0 appearance tickets were issued this month.

We currently have no dogs in the kennel

We had 0 Dog Bites reported this month.

We have one potential dangerous dog under investigation

We have 1 open case in the Marlborough Justice Court at this time.

May 8, 2017

I) ASSESSOR - CINDY HILBERT

**Assessor's Office**

# Memo

**To:** Town Board  
**From:** Cindy Hilbert  
**CC:** Colleen Corcoran  
**Date:** May 8, 2017  
**Re:** May Report

Our office processed 19 real property transfers.

Our office filed the Tentative Assessment Roll on May 1, 2017. Change of assessments notices and exemption removal notices were mailed out on May 1, 2017.

We are currently taking appointments for Grievance day up until Friday, May 19, 2017.

Grievance Day will be held on Tuesday, May 23, 2017 between the hours of 9:00-12:00, 1:00-4:00 and 6:00 -8:00. Hearings are held BY APPOINTMENT only.

We put a copy of the four-page Grievance Application on the front page of the Towns' website. It is listed as "Complaint on Real Property Assessment", RP-524. Also available for download is a copy of the instructions for the RP-524 form.



J) PLANNING - CHRIS BRAND

Town of Marlborough

## Planning Board Review 5/8/17

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Meeting: April 17, 2017 / 7:30 PM / Town Hall

### ATTENDEES

Chris Brand, Manny Cauchi, Steve Clarke, Cindy Lanzetta, Joe Lofaro, Ben Trapani,

### AGENDA

#### Approval of Stenographic Minutes for 3-20-2017

The approval for the above minutes were approved unanimously.

#### Mazzstock / Mazzola, 35 Hampton Road, Marlboro: Sketch, Site Plan, Public Hearing

- The applicant reappeared for the scheduled Public Hearing for their Special Use Permit. Two residents voiced their questions and/or concerns regarding the project. Another spoke in full support of the proposal. After closing the Public Hearing, a Negative Declaration was issued by the Board. Approval by Resolution was unanimous. Board Member Cindy Lanzetta recused herself from all proceedings regarding this matter.

#### Brian Bottini, 24 Kris Korner Drive, Marlboro: Sketch, LLR

- The applicant reappeared in order to seek approval for a lot line consolidation resulting in one, 4.46 +/- acre parcel. A Negative Declaration was issued by the Board. Approval by Resolution was unanimous.

#### Mohammad Waheed, 144 Reservoir Road, Marlboro: Sketch, LLR

- The applicant reappeared in order to seek approval for a lot line consolidation. A Negative Declaration was issued by the Board. Approval by Resolution was unanimous. The applicant was advised his approval could not and would not be finalized until removal of the mobile home on the site was verified by the Town Code Enforcement Officer. Failure to do so in a timely manner would render this decision void.

**Luvera Properties, 1987-1989 Route 9W, Marlboro: Final, Site Plan**

- The applicant reappeared to receive Final Approval for their project. A Negative Declaration was issued by the Board. Approval by Resolution was unanimous. The following conditions were included:
  - a. No building permit shall be issued until final approval by the NYSDOT of the traffic management, access location and limitations, and any sidewalk details.
  - b. Applicant shall provide the Town with a Performance Bond, suitable to the Town Attorney, in an amount to be determined by the Building Inspector for the construction of the curbing, interim landscaping within the curbing, and installation of sidewalks if and when required by the NYSDOT. Within the Performance Bond, the time for performance of the curbing and of the interim landscaping within the curbing, and sidewalks if any, shall be on or before a date specified by the NYSDOT.
  - c. Applicant shall install sidewalks within the curbing if, and as soon as, required by NYSDOT. Applicant shall add soil and grass seed to the future sidewalk area between the curbs in a fashion which avoids drop off and which is acceptable to the Building Inspector. Applicant shall maintain the area of soil and grass.
  - d. Activities shall be limited to the areas identified and noted on the Project Plans.
  - e. Payment of all fees, and defrayment of all consulting expenses of the Town.

**John and Theresa Shillieto, 63 Milton Turnpike, Milton: Sketch, LLR**

- The applicant's representative presented a lot consolidation plan. Technical Comments pointed out the resulting lot would result in two residential structures being placed on the same lot. In addition, an accessory structure [garage] also exists in front of lot 50.1 The applicant's representative indicated the house was currently used by local fire agencies as a practice facility. It was agreed notice on the maps indicating neither could be used as either residential structures or garage space now or in the future would be sufficient to bring the application into compliance. A Negative Declaration was issued and a Public Hearing was scheduled for May 1, 2017.



May 8, 2017

**Hans Taylor, 65 Woodcrest Lane, Milton: Sketch, Site Plan**

- The applicant sought approval for a Clearing and Grading project. He was advised to provide a more accurate and detailed map of the plan which should include soil erosion and sediment control, in addition to seeding stabilization specifications.

**Twin Ponds Enterprises, 207 Route 9W, Milton: Sketch, Site Plan**

- The applicant returned to seek Site Plan approval. Concerns regarding the proposed mixed use at the site were discussed. Technical comments included questions regarding the re-grading of the southern portion of the site, which has resulted in water discharge onto adjoining lands and NYS Route 9W. Encroachment of adjoining lots and grading in the area of disturbance were requested to be depicted on any future plans. Town Engineer Pat Hines also questioned the proposed turning templates for tractor trailers entering the property. NYSDOT approval is required and, as with other site plans along the Route 9W corridor, curbing and provisions for sidewalks will need to be addressed. Future map submissions should include location of sewer disposal systems, stormwater management, and revisions to paving, parking, and accessibility. Updates from Central Hudson Gas and Electric were also requested due to their access to the parcel.

**NEXT Deadline**

Friday, April 21, 2017

**NEXT Scheduled Meeting**

Monday, May 1, 2017

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**Meeting: May 1, 2017 / 7:30 PM / Town Hall**

**ATTENDEES**

Chris Brand, Manny Cauchi, Steve Clarke, Cindy Lanzetta, Joe Lofaro, Ben Trapani, Joel Truncali

May 8, 2017

## **AGENDA**

### **Approval of Stenographic Minutes for 4-3-2017**

The approval for the above minutes were approved. Board Member Truncali abstained from the vote.

### **Aldrich & Tonsing, Milton Turnpike, Milton: Sketch, Subdivision, Public Hearing**

- The applicant's representative detailed an updated proposal to subdivide a 2.99 acre parcel from a 88.6 +/- acre parcel. A public Hearing was opened and closed with one resident providing suggestions. A Negative Declaration was issued and a Resolution of Approval was unanimously agreed upon.

### **John and Theresa Shillieto, 63 Milton Turnpike, Milton: Sketch, LLR**

- The applicant's representative reappeared with updated maps. A Resolution of Approval was unanimously agreed upon.

### **Hans Taylor, 65 Woodcrest Lane, Milton: Sketch, Site Plan**

- Revised plans which included all requested modifications were received and discussed. A Negative Declaration was issued and a Resolution of Approval was unanimously agreed upon.

## **NEXT Deadline**

Friday, May 5, 2017

## **NEXT Scheduled Meeting**

Monday, May 15, 2017 [Meeting to be held at TOMVAC Site]

Respectfully Submitted,

Chris Brand, Chairman, Town of Marlborough Planning Board

ITEM #7 Report of Committees

A) RECREATION COMMITTEE

*Councilman Molinelli reported that there are 18 teams; the cost is \$50.00 per team. The lights should be installed by Memorial Day. He also stated that they plan to put gravel or something similar in between the courts and two sets of benches back to back.*

*Tom Corcoran asked the Board if it would be okay to hold the Marlboro Dukes Baseball Camp on the upper fields at the Town Park this summer. There isn't anything scheduled and there isn't a conflict with summer camp. The Board agreed to allow the baseball camp use of the park.*

B) EMERGENCY MANAGEMENT PREPAREDNESS COMMITTEE

*No report*

C) CONSERVATION ADVISORY COMMITTEE

*Supervisor Lanzetta stated that the CAC is looking into design standards.*

D) IT COMMITTEE

*Supervisor Lanzetta stated the slow internet issue it is being looked into. Councilman Corcoran added that there is an issue with the recorder/burner or it may be possibly a software problem for the meeting recordings; it is being looked into.*

E) MILTON TRAIN STATION FOUNDATION

*No new information*

F) MILTON LANDING CITIZENS COMMITTEE

*Councilman Koenig reported that there is top soil at the landing waiting to be spread; they also plan to build some steps on one of the trails.*

G) MARLBORO HAMLET ECONOMIC DEVELOPMENT COMMITTEE

*Supervisor Lanzetta stated that they will need to do a site plan for the gateway sign by St. Mary's Church in order to get the permits needed from the NYS Department of Transportation.*

*Councilman Baker added that an application was submitted for a five thousand dollar (matching) greenway grant. The grant is for Phase 1 of a conceptual plan to get approval from about 6 or 7 landowners to create a trail on their property. There was a brief discussion and disagreement about how to go about asking the landowner for permission for the proposed trail.*

H) MEET ME IN MARLBOROUGH

*Judy Clarke, President of Meet Me in Marlborough, reported that they now meet alternately with farmers and then the other members (businesses in town). They also plan to hold social events and workshops a couple of times a year. MMiM changed their community newsletter. Ms. Clarke stated there was a request from the town for photos that they have, to go with a grant application; she stated that the photos cost MMiM money and they would like be sure to work together with the town. MMiM would like to bring back farmer tributes that had been done in past years and hang the photos of the farmers in the Town Hall. MMiM would also like to display a description of the Chainsaw Bear farmer that is located at the Town Hall. There was a discussion about hanging pictures in the Town Hall and how the Town and MMiM work together.*

I) HAMLET OF MILTON ASSOCIATION COMMITTEE

*Councilman Koenig reported that the spring fling was a big success and they also had a huge turnout for the Hamlet cleanup. Supervisor Lanzetta added that the democrats cleaned up about a mile of 9W also.*

J) TRANSFER STATION REVIEW COMMITTEE

*No report*

ITEM #8 Old Business

A). Sale of TOMVAC Building

*No new information*

B). Municipal Parking in Hamlets of Marlboro and Milton

*Councilman Koenig suggested moving the sign that was put up for parking (church parking lot) for the Hamlet because it is misleading people to park elsewhere and is causing issues.*

C). Milton Sewer Expansion 9W/Milton Turnpike Intersection

*Supervisor Lanzetta stated that Dennis Larios wrote a letter stating that boring was completed in April and there was a setback conflict. Mr. Larios has been in touch with the NYS Department of Transportation regarding the setback. Also, Patti Brooks is preparing an easement description of work on the school property.*

D). Bayside Project

*No new information*

E). Design Standards for RT 9W Corridor Overlay District

*Supervisor Lanzetta stated that there is an applicant who wants to be a part of the overlay zone that has been approved by the Building Department. The next step is for the applicant to come before the Town Board, and if approved then go before the Planning Board.*

F). Sign Law-Zoning Changes

***Councilman Molinelli made a motion to remove letter F) Sign Law - Zoning Changes from Old Business on the agenda. Motion seconded by Councilman Koenig.***

***Yeas: 5***

***Nays: 0***

***Carried***

G). Milton Train Station Grant Exterior Rehabilitation

*No new information*

H). LWRP

*See Presentations*

I). Route 9W Corridor study

*Supervisor Lanzetta stated that the corridor study is in progress.*

ITEM #9 New Business

*Councilman Corcoran stated that the Police Chief's contract is coming up in June.*

ITEM #10 Correspondence

*No correspondence*

ITEM #11 Public Comments

*James Garofalo suggested that Meet Me in Marlborough put the farmer's pictures on their website. He also stated that the Board worked a long time on the sign law and he hopes that if anyone votes against it that they explain and think about corrections.*

ITEM #12 Resolutions

A). Resolution #58 To authorize the Town of Marlborough to enter into inter municipal agreements with the Town of Lloyd, Town of Esopus, and Town of Plattekill

May 8, 2017

B). Resolution # 59 To adopt Local Law #5 To amend provisions in Chapter 155 “Zoning” related to signs

*Supervisor Lanzetta stated that the Ulster County Planning Board congratulated the Town on a job well done pertaining to the sign law. Thank you’s went out to all who helped out with the sign law over the last 10 years.*

C). Resolution # 60 To authorize the Town Board of the Town of Marlborough to issue and file a negative declaration

ITEM #13 Adjournment

May 8, 2017

A). Resolution #58 To authorize the Town of Marlborough to enter into inter municipal agreements with the Town of Lloyd, Town of Esopus, and Town of Plattekill

Supervisor Lanzetta proposes the following:

Be it resolved that the Town Board of The Town of Marlborough hereby authorizes the Town of Marlborough to sign the attached inter municipal agreements.

See Attached

And it moves for adoption

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

May 8, 2017

**THIS AGREEMENT**, is entered into by and between the TOWN OF ESOPUS, having its principal place of business at 284 Broadway, Ulster Park New York, 12487 and the Town of Marlborough having its principal place of business at 21 Milton Turnpike, Milton NY 12547 (hereinafter referred to as the "Party" or "Parties"). It is understood that any specific time, one party maybe the "Lender" and the other party maybe the "Borrower" as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and / or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement: and

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on May 1, 2017 and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen's compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**SIGNITURES CONTINUED NEXT PAGE**

May 8, 2017

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Alphonso Lanzetta  
Supervisor  
Town of Marlborough  
Attest to:

Date: May 8, 2017

By: \_\_\_\_\_  
Colleen Corcoran  
Town Clerk  
Town of Marlborough

Date: May 8, 2017

Agreed to:

By: \_\_\_\_\_  
Gael Appler  
Highway Superintendent  
Town of Marlborough

Date: May 8, 2017

By: \_\_\_\_\_  
Diane McCord  
Supervisor  
Town of Esopus

Date: May 8, 2017

By: \_\_\_\_\_  
Holly Netter  
Town Clerk  
Town of Esopus

Date: May 8, 2017

Agreed to:

By: \_\_\_\_\_  
Mike Cafaldo  
Highway Superintendent  
Town of Esopus

Date: May 8, 2017



May 8, 2017

**THIS AGREEMENT**, is entered into by and between the TOWN OF PLATTEKILL, having its principal place of business at 1915 Route 44 55, Plattekill NY 12548 and the Town of Marlborough having its principal place of business at 21 Milton Turnpike, Milton NY 12547 (hereinafter referred to as the "Party" or "Parties"). It is understood that any specific time, one party maybe the "Lender" and the other party maybe the "Borrower" as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and / or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement: and

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on May 1, 2017 and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits and workmen's compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and /or materials loaned.

In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

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**SIGNITURES CONTINUED NEXT PAGE**

May 8, 2017

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Alphonso Lanzetta  
Supervisor  
Town of Marlborough  
Attest to:

Date: May 8, 2017

By: \_\_\_\_\_  
Colleen Corcoran  
Town Clerk  
Town of Marlborough

Date: May 8, 2017

Agreed to:

By: \_\_\_\_\_  
Gael Appler  
Highway Superintendent  
Town of Marlborough

Date: May 8, 2017

By: \_\_\_\_\_  
Joe Croce  
Supervisor  
Town of Plattekill

Date: May 8, 2017

By: \_\_\_\_\_  
Barbara Dawes  
Town Clerk  
Town of Plattekill

Date: May 8, 2017

By: \_\_\_\_\_  
Robert Wager  
Highway Superintendent  
Town of Plattekill

Date: May 8, 2017

**THIS AGREEMENT**, is entered into by and between the TOWN OF Lloyd, having its principal place of business at 430 New Paltz Rd, Highland NY 12528 and the Town of Marlborough having its principal place of business at 21 Milton Turnpike, Milton NY 12547 (hereinafter referred to as the "Party" or "Parties"). It is understood that any specific time, one party maybe the "Lender" and the other party maybe the "Borrower" as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135, of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and / or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement: and

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

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arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage. The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

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May 8, 2017

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth by each signature.

By: \_\_\_\_\_  
Alphonso Lanzetta  
Supervisor  
Town of Marlborough  
Attest to:

Date: May 8, 2017

By: \_\_\_\_\_  
Colleen Corcoran  
Town Clerk  
Town of Marlborough

Date: May 8, 2017

Agreed to:

By: \_\_\_\_\_  
Gael Appler  
Highway Superintendent  
Town of Marlborough

Date: May 8, 2017

By: \_\_\_\_\_  
Paul Hansut  
Supervisor  
Town of Lloyd

Date: May 8, 2017

By: \_\_\_\_\_  
Rosaria Peplow  
Town Clerk  
Town of Lloyd

Date: May 8, 2017

By: \_\_\_\_\_  
Richard Klotz  
Highway Superintendent  
Town of Lloyd

Date: May 8, 2017

May 8, 2017

B). Resolution # 59 To adopt Local Law #5 To amend provisions in Chapter 155 "Zoning" related to signs

Supervisor Lanzetta proposes the following:

WHEREAS, a local law was introduced entitled Local Law No 5 of 2017, A LOCAL LAW OF THE TOWN OF MARLBOROUGH, ULSTER COUNTY, NEW YORK TO AMEND PROVISIONS IN CHAPTER 155 "ZONING", RELATED TO SIGNS; and

WHEREAS, a public hearing in relation to said local law was held on April 24, 2017 at 7:00 p.m., Prevailing Time; and

WHEREAS, notice of said public hearing was given pursuant to the terms and provisions of the Municipal Home Rule Law of the State of New York; and

WHEREAS, said local law as corrected has been on the desks of the members of the Town Board of the Town of Marlborough for at least seven (7) days, exclusive of Sunday;

NOW, THEREFORE, BE IT RESOLVED that the following local law is hereby enacted:

Section 1. The following definitions in §155-1 of the Town of Marlborough Town Code are deleted:

Billboard

Sign

Sign Area

Sign, Directory

Section 2. Section 155-23C of the Town of Marlborough Town Code is amended to replace the section reference to "155-28B" to read "155-28".

Section 3. Section 155-12D (3)(b) of the Town of Marlborough Town Code is amended to read as follows:

(b) Signs.

Section 4. Section 155-12G (3)(b) of the Town of Marlborough Town Code is amended to read as follows:

(b) Signs.

Section 5. Section 155-28 of the Town of Marlborough Town Code is deleted in its entirety and replaced with the following new Section 155-28:

§155-28. Signs

A. Legislative intent and purpose.

The intent of this section of the Zoning Law of the Town of Marlborough is to define provisions applicable to the location, construction, design and placement of signs within Marlborough and the zoning districts thereof and to provide a reasonable period for replacement of nonconforming signs.

The purpose of the provisions herein is to regulate signs and related advertising materials in order to promote safety, health, economic development, community character and convenience. Among the objectives are, the reduction of or elimination of non-conforming signage, and the containment or curtailment of unauthorized postings. The following are additional purposes:

1. Provide a method for the implementation of this article reasonably related to the foregoing purposes and to objectives sought to be promoted by the community consistent with the guidelines and intent of the Comprehensive Master Plan of the Town;
2. Protect and enhance the unique visual qualities of Marlborough;
3. Encourage the installation of appropriate signs that harmonize with the buildings, neighborhood, and other signs in the area;



4. Eliminate excessive and unsightly competition for visual attention through signs;
5. Safeguard the general public by elimination of signs which may distract a motorist and/or contribute to the hazards of driving;
6. Safeguard objects having special aesthetic interest or value;
7. Preserve citizens' rights to a customary means of earning a living;
8. Facilitate the reasonable needs of businesses to identify themselves in ways harmonious with their landscapes.
9. Foster, encourage and provide uniformity and or continuity of visual characteristics within the community;
10. Maintain a standard of quality of all signs;
11. Regulate without regard to commercial or non-commercial content;
12. Ensure that the owner of any sign that is otherwise allowed under this section may substitute non-commercial copy in lieu of any other commercial or non-commercial copy. This substitution of copy may be made without any additional approval or permitting, except that provided in subdivision (C)(4)(a)(1). The purpose of this provision is to prevent any inadvertent favoring of commercial messages over any other non-commercial messages.

B. Word usage and definitions.

1. Except where specifically defined in this section or in §155-1 of this Chapter, all words shall carry their customary meanings. Any word that is defined in this section or in §155-1 shall have the meaning assigned by the definition in this section. Words used in the present tense include the future and the plural includes singular. The word "shall" is intended to be mandatory.
2. For the purposes of this section, 155-28, the following terms shall have the meanings indicated:

**A-FRAME, EASEL SIGN or SANDWICH BOARD** — A double-faced sign, with the two faces connected at the top and spaced at the bottom, so as to form the shape of the letter "A," and therefore being self-supporting on a flat surface; or a single-faced sign similarly self-supporting.

**AGRICULTURAL SIGN** — A sign identifying an agricultural operation including pick your own produce or pick your own plants and trees.

**AWNING or CANOPIES** — A roof-like covering consisting of any pliable material attached to a metal or other frame and supported entirely from a building or other structure and projecting from a structure.

**AWNING SIGN** — Any visual message, symbol, trade mark, insignia, pattern, color, lighting or letters on an awning.

**BANNERS**— A piece of cloth, plastic or similar pliable material attached at one or more points to a pole, staff, wire, rope or other support.

**BENCH SIGN** — Any sign painted on or otherwise attached to a bench or other seat meant to be seen by the public.

**BILLBOARD** — An off-premises sign which is leased or rented for profit.

**BUSINESS SIGN** — A sign that directs attention to a permitted business or profession conducted on the premises, including permitted home occupations.

**COMMUNITY DIRECTORY SIGN** — A freestanding off-premises sign, along a state or county highway, listing commercial establishments in the context of calling attention to the location of hamlets or neighborhood which are important to the Town. Community directory signs may be privately owned and maintained. They shall be subject to approval by resolution of the Town Board, and they shall be of a location, size, and content as the Town Board approves in the exercise of its discretion. The Town Board may impose conditions on the approval.

**CONSTRUCTION PROJECT SIGN** — A temporary non-illuminated sign denoting the architect, engineer and/or contractor when placed on a site under construction.

**DIRECTIONAL SIGN** — A sign located on premises which provides traffic flow information, such as "In," "Enter," "Out," "Exit," "Parking in Rear," "Crosswalk," "Watch for Pedestrians," etc.

**DIRECTORY SIGN** — A listing of two or more businesses for identification purposes consisting of two or more horizontal crosspieces on a common matrix or support.

**EVENT SIGN** — Temporary and nonpermanent signs covering dated activities such as sporting, religious, social, and entertainment events.

**FREESTANDING SIGN** — A sign not attached to or part of any building or screening surface but permanently affixed, by any other means, to the ground, including pole, post-and-arm, ladder and monument signs.

**GROUND** — Natural earth, soil or pavement surface at the sign location.

**HOME OCCUPATION SIGN** — A sign identifying a permitted home occupation on the property where the home occupation is located.

**HISTORICAL MARKERS** — Emblems, tablets, plaques, memorial signs or statues when cut into masonry surface or constructed of bronze, stainless steel, or other similar permanent material designating historical significance with direct connection to the Town of Marlborough.

**INFLATABLE SIGN** — A sign that is supported by any type of inflation and is either attached to a permanent structure, freestanding or tethered.

**LADDER SIGN** — A freestanding sign with two vertical supports with horizontal crosspieces serving as individual signs for identification.

**LIGHTED SIGN** — Any sign designed to give forth light or reflect artificial light directed at it.

- (1) **EXTERNALLY ILLUMINATED** — A sign illuminated with an artificial light which is separated from or is not an intrinsic part of the sign itself.
- (2) **FLASHING** — An illuminated sign on which the artificial lighting is not maintained stationary and/or constant in intensity and color at all times while in use, but specifically excluding time and temperature signs which display no other text or images.
- (3) **ELECTRONIC** — an L.C.D. or L.E.D. type sign displaying a scrolling, continuous, or changing message, but specifically excluding time and temperature signs which display no other text or images.
- (4) **ILLUMINATED** — A sign designed to give forth any artificial light or designed to reflect such light and on which the external lighting is an integral part of the sign, such as bulbs forming letters or logos.
- (5) **INTERNAL RADIATION** — A sign which is illuminated as a result of electrification or radioactivity of a gaseous material or substance, such as neon.
- (6) **INTERNALLY ILLUMINATED** — A sign illuminated by use of an artificial light which is located within the sign structure and which depends for its illumination on transparent or translucent material.
- (7) **PROJECTION** — A sign in which light projected on to a surface forms the sign.

**MONUMENT SIGN** — A freestanding sign with a base affixed to the ground.

**MULTIPLE DWELLING SIGN** — A sign identifying a building in a multiple dwelling complex.

**NAMEPLATE** — A business or professional sign identifying a professional tenant of the site. Each sign shall be affixed to the building exterior wall or door.

**NONCOMMERCIAL SIGN** — A sign containing copy that does not promote a business, commodity, service, or commercial entertainment.

**OFF-PREMISES SIGN** — A sign or structure which directs attention to any idea, product, business activity, service or entertainment which is conducted, sold or offered elsewhere than upon the lot on which such sign is situated.

**PERSON** — Shall include an individual, corporation, society, association, partnership, trust, organization or other entity, public or private.

**POLE SIGN** — A freestanding sign supported by a single vertical pole.

**POLITICAL CAMPAIGN SIGN** — A temporary sign which concerns candidates or issues before the voters in connection with any national, state, or local election.

**PORTABLE SIGN** — A sign, whether on its own trailer, wheels or otherwise, designed to be movable and not permanently affixed to the ground, a building, structure or another sign.

**POST-AND-ARM SIGN** — A freestanding sign comprised of a vertical post to which perpendicular arm(s) may be attached and from which the sign hangs.

**POSTER** — Any temporary sign affixed, fastened, painted or otherwise attached to utility poles or to traffic control devices, trees, sidewalks, curbs, retaining walls, rocks or other public property.

**PREMISES SIGN** — A sign denoting either the name or address of the resident(s) of a residential premises or both name and address of the resident(s) of a residential premises.

**PRIMARY SIGN** — Principal sign that identifies the business or service to the passerby.

**PRIVATE SALE SIGN** — A non-illuminated residential "garage sale," "yard sale," "barn sale," "tag sale," or similarly descriptive sign located fully upon the residential property on which the sale is being conducted.

**PROJECTING SIGN** — A sign attached to the building wall or structure that projects horizontally or at a right angle more than 12 inches from the face of the wall over the traveled way.

**REAL ESTATE SIGN** — A sign advertising the sale, lease or rental of the premises on which the sign is located.

**REVERSE CHANNEL SIGNS** — A sign having individual letters and graphics constructed of a metal face and returns (sides), a clear plastic backing, an internal channel for neon glass and mounted one to two inches from the wall.

**ROOF SIGN** — A sign erected on a roof or that is part of the roof.

**SIGN** — Any material, structure or device, or part thereof, composed of lettered or pictorial matter displaying an advertisement, announcement, notice or name, and including any declaration, demonstration, display, representation, illustration or insignia used to advertise or promote the interests of any person or business or cause when such is placed in view of the general public. However, a sign shall not include any display of official court or public office notices nor any official traffic control device, nor shall it include the flag, emblem, or insignia of a nation, state, county, municipality, school, or religious group, nor shall it include any flag containing a noncommercial message.

**SIGN AREA** — The area of a sign measured as follows:

- (1) Sign measurement shall be based upon entire area of the sign with a single continuous perimeter enclosing the extreme limits of the actual sign surface, not including structural supports if they are not used for advertising purposes;
- (2) Unless otherwise stated, measurement of signs with two faces shall be taken as the area of either face, provided that the faces are either back to back or are attached at least on one side and the angle of the attachment does not exceed 30°. The gross area of such signs shall be determined by one side only. Both sides shall not be accumulated for purposes of measurement of size. Where faces are not back-to-back, or are attached at an angle exceeding 30°, each face shall be measured individually and the cumulative amount shall be used to determine gross area.

**SUBDIVISION SIGN** — A sign located at the entrance to a subdivision identifying the neighborhood or community by name.

**TEMPORARY SIGN** — Any sign that is displayed only for a specified period of time and is not permanently mounted.

**WALL SIGN** — A sign that is painted on or attached directly to the outside wall of a building or structural screening, with the face of the sign parallel to the wall and having a visible edge or border extending not more than 12 inches from the wall.

**WINDOW SIGN** — Any advertising sign displayed, affixed or painted on or within any window, show window, or window screen that is visible from the building exterior.

#### C. Permits.

1. General regulations. Except as otherwise provided herein, no sign or other advertising device shall be erected, constructed, displayed, moved, reconstructed, extended, enlarged or altered nor shall any person cause any sign or other advertising device to be erected, constructed, displayed or maintained within the Town of Marlborough, except in conformity with these regulations and, where applicable, without first having obtained a permit from the Building Inspector.

2. Applicants for site plan, special use permit or subdivision approval who intend to erect signs as part of a proposed project shall submit a separate application for a sign permit to obtain approval for any proposed signs. The signs are subject to approval by the Planning Board. No approval for said signs shall be given by the Planning Board unless the procedures of this section, 155-28, are followed.
3. Application and fees.
  - (a) A written application shall be submitted to the Code Enforcement Officer or Building Inspector on a form prescribed by the Town.
  - (b) A plan drawing shall be included with the application showing the location of the building, structure, or land upon which the sign now exists or is to be erected.
  - (c) An elevation drawing shall be included with the application providing a full description of the placement and appearance of the proposed sign showing:
    - (1) Sign construction details, including materials;
    - (2) Sign dimensions;
    - (3) Sign colors;
    - (4) Lettering and other matter on the sign;
    - (5) Method of illuminations, if any, and the position of lighting or other extraneous devices, and a copy of the wiring diagram(s) for the electrical connections.
  - (d) Written consent from the land owner or authorized representative if the applicant is not the owner.
  - (e) Payment of the application fee for the sign permit as established from time to time by resolution of the Town Board. The fee shall be waived for not-for-profit, charitable, civic and religious organizations, fire districts, and libraries.
4. Issuance of a permit.
  - (a) Process. Upon receipt of a properly completed application for a sign permit and fee, the Code Enforcement Officer or Building Inspector shall examine such plans, specifications, locations and other data submitted and, if plans submitted meet the requirements of this section shall:
    - (1) If the submitted application is for a modification to an existing sign which is in compliance with all requirements of this section and the Code of the Town of Marlborough and does not constitute a change

in size, location, type, or lighting, the Building Inspector shall, within 10 days, issue a permit for the proposed changes.

- (b) Condition. All sign permits shall carry the condition that the permitted sign shall be maintained in a safe and orderly condition. The Building Inspector may add such other conditions as may be necessary for the public safety and welfare.
- (c) Disapproval. In the event that plans submitted do not meet requirements of this section, the Building Inspector shall, within 10 days, deny the permit application and notify the applicant, in writing, of the reason for refusal to issue a permit.
- (d) Time limit. If the authorized sign is not erected within six months of the date the sign permit is granted, the permit shall become null and void and a new application must be submitted. Notwithstanding any other provision of this section, if the sign for which a permit has been granted is part of a project for which site plan approval has been granted by the Planning Board pursuant to §155-31 of this chapter, the sign permit shall be valid if the sign is erected before the expiration of site plan approval pursuant to §155-31(K). If the sign is not erected prior to the expiration of site plan approval, the sign permit shall become null and void, and a new application must be submitted.
- (e) Violation. If, subsequent to inspection by the Code Enforcement Officer or Building Inspector, a sign is found in violation of the conditions specified in the sign permit, the owner shall be notified, by certified mail, return receipt requested, to bring the sign into compliance with specified conditions. Failure to comply within 30 days shall be cause for revocation of the permit and removal of the sign within 10 days after written notification from the Code Enforcement Officer or Building Inspector, and upon failure to comply with such notice within the time specified in such order, the Building Inspector is hereby authorized to cause removal of such sign, and the cost of removal may be recovered in accordance with § 155-28K.

#### D. General Provisions.

- 1. Prohibited in All Districts. Any sign type not listed in Table 1, 2, 3, or 4 is not permitted in the Town. Prohibited signs include but are not limited to:
  - (a) Flashing signs.

- (b) Freestanding exterior directory signs listing business occupants of any building, unless part of a master sign plan approved by the Planning Board.
- (c) Inflatable signs.
- (d) Off-premises signs, including billboards, except that agricultural signs and signs erected by the Town of Marlborough shall be allowed.
- (e) Portable signs.
- (f) Posters.
- (g) Projection signs.
- (h) Signs which have any visible moving parts, including signs that achieve movement by action of wind currents.
- (i) Signs which, by reason of size, location, coloring, or manner of illumination, obstruct the vision of the drivers or obstruct or detract from the visibility or effectiveness of any traffic sign or control device on public streets and roads.
- (j) Signs which make use of words such as "stop," "look," "one-way," "danger," "yield," or similar words, phrases, symbols, lights or characters in such manner as to interfere with, mislead, or confuse vehicular or pedestrian traffic.
- (k) Signs on public property or a public right-of-way, other than signs erected by a governmental agency.
- (l) Signs obstructing any fire escape, means of ingress and/or egress, or other required exit way or window.
- (m) Signs obstructing any opening required for ventilation, venting or other access that may constitute a hazard to public health and safety.
- (n) Sign attached to utility poles, other than utility company informational signs.

2. Illumination.

- (a) Neon signs, except for reverse channel signs, are not permitted except as window signs.
- (b) Exposed lighting sources such as bulbs, tubes, and the like are prohibited. All ground level, external sources of illumination must be hidden from view by landscaping or improvements.



- (c) All lighting shall be installed so as to avoid glare. The illumination from any sign shall not cause any reflection or glare upon a public street, highway, sidewalk or adjacent property.

3. General rules by sign type.

(a) Freestanding signs.

- [1] No freestanding sign may be located less than 50 feet from any other freestanding sign.
- [2] Where the undisturbed ground elevation of a proposed sign location is lower than the adjoining road, street, or highway, a freestanding sign may be constructed so that the height of the sign is no greater than the allowed height, as measured from the elevation of the adjoining road, street, or highway.
- [3] For freestanding signs, height shall be measured from the ground to the top of the sign.
- [4] For freestanding signs, area shall be determined by the measurement of only one side, provided that the faces are either back to back or are attached at least on one side and the angle of the attachment does not exceed 30 degrees.

(b) Wall signs.

- [1] The visible edge or border of a wall sign may extend up to 12 inches from the face of the wall and may not extend beyond the walls of the building.

(c) All sign types.

- [1] Shall be constructed of durable materials and shall be maintained in a good condition. The use of cardboard, paper, canvas or similar impermanent material is prohibited
- [2] A sign is not an accessory structure

4. Landscaping.

- (a) The Planning Board and/or Building Inspector shall require that landscaping be used and maintained at the base of all freestanding signs.

E. Schedule of sign regulations.

1. Permanent Signs and Temporary Signs Permitted Without a Permit. The regulations for permanent signs allowed in all districts without a permit are listed in Table 1.
2. Permanent Signs Requiring a Permit. The regulations for signs requiring a permit in each zoning district are listed in Tables 2, 3, and 4 as follows:
  - (a) Signs requiring a permit allowed in Residential District (R), Residential District (R-1), and for properties in the Rural Agricultural District (R-Ag-1), see Table 2.
  - (b) Signs in the Highway Development District (HD), Industrial District (I), and for properties in the approved Business Corridor District (BC) see Table 3.
  - (c) Signs in the Commercial District (C-1), Commercial 2 District (C-2), see Table 4.
3. Any sign not identified in a table for a specific zoning district or in Table 1 is not allowed in the zoning district to which the table refers, with the exception of signs with non-commercial messages.

F. Master sign plan for shopping centers, business centers and office buildings.

Where four or more business establishments are planned as integrated shopping center office or business center, the following sign criteria shall apply:

1. Requirement. A Master Sign Plan is required of establishments that share a zoning lot, parcel, or are part of a shopping or office or business center. The plan is a sign system to create visual unity among the signs within the plan area and ensures compatibility with surrounding establishments, landscaping and structures.
2. Process. (a) Before any individual sign permits for the plan area are approved, the Master Sign Plan must be reviewed and approved by the Planning Board and the Building Inspector. Once a master plan is approved, changes in individual signs, in conformance with the approved Master Sign Plan, shall be permitted by the Building Inspector through application.
3. Common sign. One common freestanding sign identifying the name and address of the shopping center, business center or office building, is permitted. Appropriate height and size shall be determined by the Planning Board based upon site

conditions, size of lot and maximum area and height restrictions established in Tables 1, 2, 3 or 4.

4. Business signs. Freestanding signs may not be displayed by individual establishments located within the center. The types of signs displayed by each individual establishment shall adhere to a Master Sign Plan. Each commercial establishment may display up to two signs. The size of such signs shall be governed by the schedule of regulations for the zoning district in which the center is located.

G. Design objectives.

In reviewing sign applications, the Building Inspector or Planning Board (with respect to uses requiring site plan, special permit or subdivision approvals) shall determine that the sign will meet the following criteria:

1. Signs shall be a subordinate part of the streetscape;
2. Whenever feasible, multiple signs shall be combined into one to avoid clutter;
3. Signs shall be as close to the ground as possible, consistent with legibility considerations;
4. Sign design shall be consistent with the architectural character of the building on which it is placed and not cover any significant architectural features on the building;
5. Light lettering on dark background which enhances legibility is preferred for all signs;

H. Maintenance requirements.

1. With the exception of existing non-conforming billboards which are covered in (H)(2) of this subsection, all signs and other advertising structures, together with all supports, braces, hooks, guys and anchors, and exposed lighting sources, shall be of substantial and sturdy construction, shall be kept in good repair, and shall be painted or cleaned as often as necessary to maintain a clean, neat, safe and orderly appearance. If a property owner or sign permit holder fails to maintain a sign, the Building Inspector or Code Enforcement Officer shall notify the property owner and the permit holder, if any, of the violation in writing, by certified mail, return receipt requested. Within 30 days of notice of violation, the property owner or permit holder shall take steps to correct same. Failure to correct the specified maintenance requirements shall be a violation of this section. The Town shall be empowered, on 30 days additional notice to the sign owner, and to the owner of the real property if different, to enter upon the subject parcel and to

remedy the violations of these maintenance standards, or the Town shall be empowered to remove the sign, and the resulting costs may be recovered under subdivision (K) of this section.

2. With respect to existing non-conforming billboards, the owner of the billboard and the owner of the real underlying real property, if different, shall register name and address on forms to be provided by the Building Inspector. The Building Inspector shall be entitled to issue notices to the owner and the owner of underlying real property, if different, of the billboard by certified mail, return receipt requested, at the address(es) included within the registration. All billboards together with all supports, braces, hooks, guys and anchors, and exposed lighting sources, shall be of substantial and sturdy construction, shall be kept in good repair, and shall be painted or cleaned as often as necessary to maintain a clean, neat, safe and orderly appearance. All billboards shall be maintained and repaired in a fashion which preserves structural integrity. All vegetated and landscaped features of the parcel within a 50' radius of the billboard's foundation shall be maintained; grass shall not be allowed to reach a height higher than 10 inches. All components of billboards shall be painted with a frequency which avoids blistering, peeling, or exposed underlying wood or other materials. If the billboard owner fails to maintain the billboard in accordance with these standards, the Building Inspector or Code Enforcement Officer shall notify the billboard owner and the owner of the real property, if different, of the violation in writing, by certified mail, return receipt requested. Within 30 days of notice of violation, the billboard owner shall take steps to correct same. Failure to correct the specified maintenance requirements shall be a violation of this section. With the exception of correction or repair of the message component of the billboard, the Town shall be empowered, on 30 days additional notice to the billboard owner and owner of the real property if different, to enter upon the subject parcel and to remedy the violations of these maintenance standards. The resulting costs of the Town may be recovered under subdivision (K) of this section.
  - (1) For any billboard leased or rented for profit, that if use of the sign is discontinued for a period of one year or more will lose its preexisting non-conforming status and the Town shall give notice of the removal requirement to the owner of the property where the billboard is located and to the permit holder, if any. Notice shall be given by certified mail, return receipt requested to the owner of the property where the preexisting nonconforming billboard is located and to the permit holder, if different.
  - (2) If the billboard has not been removed, the Building Inspector or Code Enforcement Officer shall give written notice by certified mail, return receipt requested to the last owner of record of the real property where the sign is located and the permit holder, if any, that the billboard must be removed within 30 days from the date of the written notice. If no action is taken by the owner or permit holder within said time period, the Building Inspector or Code Enforcement Officer may cause the billboard to be

removed, and the cost of removal may be recovered in accordance with § 155-28K.

I. Nonconforming signs.

1. Removal of nonconforming signs.

(a) Nonconforming signs other than billboards.

- (1) Any sign other than a billboard leased or rented for profit, that does not conform to the provisions herein shall be deemed a nonconforming sign and shall be removed if use of the sign is discontinued for a period of one year or more.
- (2) The Town shall give notice of the removal requirement to the owner of the property where the sign is located and to the permit holder, if any. Notice shall be given by certified mail, return receipt requested to the owner of the property where the nonconforming sign is located and to the permit holder, if different.
- (3) If the sign has not been removed, the Building Inspector or Code Enforcement Officer shall give written notice by certified mail, return receipt requested to the last owner of record of the real property where the sign is located and the permit holder, if any, that the sign must be removed within 30 days from the date of the written notice. If no action is taken by the owner or permit holder within said time period, the Building Inspector or Code Enforcement Officer may cause the sign to be removed, and the cost of removal may be recovered in accordance with § 155-28K.

2. Replacement of nonconforming signs.

- (a) If there is a change in ownership in any property on which a nonconforming sign is located, the nonconforming sign may continue its use and shall be deemed to have existed on the effective date of the 2017 amendments to this section, so long as such sign usage has not been discontinued for a period in excess of one (1) year.
- (b) Any increase in size, illumination or flashing or other nonconformity of a sign shall not be permitted
- (c) Any nonconforming sign that is damaged or destroyed, for a loss of 50% or more of its value, as determined by the Code Enforcement Officer or Building Inspector, by fire or other casualty shall not be restored, reconstructed or replaced except by a sign that conforms to the requirements of this section.

3. Any sign erected on or before March 27, 1972 shall not be subject to the removal requirements of this subsection ("I") for nonconforming and discontinued signs.

J. Abandoned signs.

1. Any legal nonconforming sign which no longer advertises a bona fide business conducted or product available to purchase by the public on the premises shall be taken down by the owner, agent or person having beneficial use of the building or structure upon which the sign may be found within 10 days after notice of violation from the Code Enforcement Officer or Building Inspector to the property owner. Upon failure to comply within 10 days, the Code Enforcement Officer or Building Inspector is hereby authorized to cause removal of such sign. The costs of removal may be charged to the property owner pursuant to §155-28K.
2. Any conforming sign that no longer advertises a bona fide business conducted or product available to purchase by the public on the premises shall be allowed to remain to enhance resale or rental of the premises upon which the sign is located.
3. Posters are prohibited under this section. Notwithstanding any other provisions of this section, the Code Enforcement Officer and Building Inspector are authorized to remove any poster without notice. Any poster removed pursuant to this section shall be kept by the Code Enforcement Officer or Building Inspector for thirty days and then can be destroyed unless retrieved by the owner before the expiration of the thirty day period. The costs of such removal may be charged by the Town pursuant to §155-28K.

K. Costs of removal of signs.

At the sole discretion of the Town, the reasonable and necessary costs incurred by the Town for removal of any sign shall be charged against the real property from which the sign was removed by adding that charge to and making it a part of the next annual real property tax assessment roll of the Town. Such charges shall be levied and collected at the same time and in the same manner as Town-assessed taxes and shall be paid to the Town Clerk to be applied in reimbursing the fund from which the costs of sign removal were paid. Prior to charging such assessments, the owners of the real property shall be provided written notice to their last known address of record, by certified mail, return receipt requested, of an opportunity to be heard and object before the Town Board to the proposed real property assessment, at a date to be designated in the notice, which shall be no less than 30 days after its mailing.

L. Interpretation of provisions.

1. Legislative intent. In their interpretation and application, the provisions of this article shall be held to be minimum requirements adopted for the promotion of the public health, safety and general welfare.

2. If any portion of this section is found to be in conflict with any other provision of any other local law or ordinance of the Code of the Town of Marlborough, the provision that establishes the more restrictive standard shall prevail.

M. Severability.

If any section, clause, sentence or part of this section shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, clause, sentence or part thereof directly involved in the controversy in which such judgment was rendered.

Section 6. Section 158-42E(1) of the Town of Marlborough Town Code is amended to remove the word "sign" and the comma following it.

Section 7. Copies of Table 1, Table 2, Table 3 and Table 4 of Town Code Section 155-28, as referenced within Section 5 of this local law, are attached hereto as Exhibit "A".

Section 8. If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

Section 9. This Local Law shall take effect immediately upon filing with the Secretary of State.

RESOLVED, that the Town Clerk shall file a certified original of this local law in the office of the Town Clerk and one (1) certified copy in the Office of the Secretary of State, State of New York, such certified copy to have attached thereto a certificate executed by the attorney for the Town of Marlborough that it contains the correct text and that all proper proceedings have been had or taken for the enactment of this local law.

May 8, 2017

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

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

DATED: Milton, New York  
May 8, 2017

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COLLEEN CORCORAN, TOWN CLERK

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May 8, 2017

C). Resolution # 60 To authorize the Town Board of the Town of Marlborough to issue and file a negative declaration

Supervisor Lanzetta propose the following:

**SEQRA NEGATIVE DECLARATION AND  
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

**WHEREAS**, the Town of Marlborough Town Board proposes to adopt Local Law No. 5 of 2017, a Local Law of the Town of Marlborough, Ulster County, New York amending Section 155-23, Signs, of the Town Code, and related sections pertaining to signage; and

**WHEREAS**, this determination of non-significance, i.e. negative declaration, is prepared in accordance with Article 8 of the Environmental Conservation Law: the NY State Environmental Quality Review Act (“SEQRA”) and its implementing regulations set forth in 6 NYCRR Part 617 (“Regulations”); and

**WHEREAS**, the Town Board is directly undertaking the Action and is the only involved agency and is therefore the lead agency for the environmental review of the Action pursuant to SEQRA and its implementing Regulations; and

**WHEREAS**, the name and address of the lead agency is: Town of Marlborough Town Board, 21 Milton Turnpike, Milton, NY 12547 and the Responsible Officer is Al Lanzetta, Town of Marlborough Town Supervisor, with a telephone number at (845) 795-5100; and

**WHEREAS**, the Town of Marlborough Town Board, as lead agency, has classified this Action as an Type 1 action pursuant to 6 NYCRR § 617.6 of the Regulations; and

**WHEREAS**, the Town of Marlborough Town Board has caused the preparation of a Full Environmental Assessment Form (EAF) for review of the Action, including Parts 1 and 2 of the EAF; and

**WHEREAS**, the Town of Marlborough Town Board, as lead agency for the environmental review of the Action, has reviewed the Action and all relevant supporting information and documentation, has identified the relevant areas of environmental concern, has compared the reasonably expected results of the Action with the criteria set forth in 6 NYCRR § 617.7 and has determined that there will be no significant adverse environmental impacts associated with the Action; and

**WHEREAS**, this negative declaration is supported and substantiated by the following conclusions of the Lead Agency:

The proposed code changes do not rise to the level of creating any adverse physical impacts in those areas of the Town for which they are intended to be implemented --- the application of the sign regulations being town wide. In the policy judgment of the Town Board, the proposed code amendments will create positive and beneficial impacts, particularly the size, dimensions, height, and style of signs.

The proposed local law does not, of itself, cause any new action to occur.

The act of adopting the proposed local law will not result in any direct or physical adverse environmental impact. It may result in indirect or secondary effects in the event of future applications received by the Town that employ the standards or opportunities set forth in the legislation. Each sign application will involve a unique and individual set of circumstances. The particular nature of the secondary impacts resulting from the future applications is not currently ascertainable and will not be ascertainable until site-specific proposals are received. Each individual proposal will be subject to the standards established by this local law or elsewhere set forth in the Town's regulations.

The potential for these secondary effects do not support the conclusion that the legislation may create a significant adverse environmental impact requiring preparation of an environmental impact statement. Further, the potential secondary impacts do not give rise to any currently identifiable potential adverse environmental effects of significance.

The proposed amendments to Marlborough's Town Code will not propose any actions or land uses that may be different from, or in sharp contrast to current surrounding land use patterns (Full EAF, Part 2, 17[a]). They will not cause the permanent population of the Town to grow by more than 5% (Full EAF, Part 2, 17[b]). They are not inconsistent with the current local land use plan (Full EAF, Part 2, 17[c]). They are not inconsistent with any County plans, or other regional land use plans (Full EAF, Part 2, 17[d]). They will not cause a change in density of development that is not supported by existing infrastructure or is distant from existing infrastructure (Full EAF, Part 2, 17[e]). They are not in an area characterized by low density development that will require new or expanded public infrastructure (Full EAF, Part 2, 17[f]). They may give rise to secondary development impacts depending upon future sign proposals, but such impacts are not currently ascertainable and will not be ascertainable until site-specific proposals are received, at which time they will be subject to administrative review, as well as review under SEQRA addressing the actual identity and nature of such proposals.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Marlborough Town Board makes the following findings based upon the conclusions identified above:

1. The Action will not result in a substantial adverse change in existing air quality, ground or surface water quality, traffic or noise levels, a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems;
2. The Action will not result in the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movements of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial impacts on a threatened or endangered species of animal or plant or the habitat of such a species or other significant adverse impacts to natural resources;
3. The Action will not create a material conflict with the community's current plans or goals as officially approved or adopted;
4. The Action will not result in the impairment of the character or quality of important historical, archeological, architectural or aesthetic resources of the existing community or neighborhood character;
5. The Action will not create a hazard to human health;

6. The Action will not cause a substantial change in the use or intensity of use of land, including agricultural, open space or recreational resources or in its capacity to support existing uses;

7. The Action will not result in the creation of a material demand for other actions that would result in one of the above consequences; and

8. The Action does not involve changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; and

**BE IT FURTHER RESOLVED**, that the Town of Marlborough Town Board, acting as lead agency, has examined the impacts which may be reasonably anticipated to result from the Action, and has determined that it will not have any significant adverse impact on the environment and that therefore a Draft Environmental Impact Statement need not be prepared; and

**BE IT FURTHER RESOLVED**, that the Town of Marlborough Town Board hereby issues this Negative Declaration and notice thereof pursuant to the requirements of SEQRA and its implementing Regulations; and

**BE IT FURTHER RESOLVED**, that the Town of Marlborough Town Board hereby authorizes the filing this Negative Declaration and notice thereof pursuant to the requirements of SEQRA and 6 NYCRR § 617.12 of its implementing Regulations.

May 8, 2017

The foregoing resolution was voted upon with all councilmen voting as follows:

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

This Negative Declaration is adopted this 8th day of May, 2017 and is ordered into the record of the Town of Marlborough Town Board with respect to the adoption of Local Law No 5 of 2017.

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COLLEEN CORCORAN, TOWN CLERK

Contact Person:  
Colleen Corcoran, Town Clerk  
Town of Marlborough  
P.O. Box 305  
21 Milton Turnpike  
Milton, NY 12547  
845-795-5100

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***Councilman Molinelli made a motion to adjourn the meeting at 9:30 p.m. Motion seconded by Councilman Koenig.***

***Yeas: 5                      Nays: 0                      Carried***

*Respectfully submitted,  
Danielle Cherubini  
Deputy Town Clerk*