

April 9, 2018

FIRST MEETING OF THE MONTH  
TOWN BOARD TOWN OF MARLBOROUGH  
21 MILTON TURNPIKE, MILTON NY  
APRIL 9, 2018 7:00 PM  
MINUTES OF MEETING

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

Colleen Corcoran, Town Clerk

ITEM #1 Call to order - Pledge of Allegiance

ITEM #2 Moment of Silence

ITEM #3 Motion to approve agenda

***Councilman Koenig made a motion to add Letter A) Resolution #39 To execute a proposed license agreement under Item #14, Motion to approve minutes from the March 12, 2018 Town Board Meeting under Item #4, and Letter B) Zoning Changes under Item #11. Motion seconded by Councilman Corcoran.***

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

ITEM #4 Motion to approve minutes from the March 26, 2018 Town Board Meeting

***Councilman Koenig made a motion to approve minutes from the March 26, 2018 Town Board Meeting. Motion seconded by Councilman Molinelli.***

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

Motion to approve minutes from the March 26, 2018 Public Hearing

***Councilman Molinelli made a motion to approve minutes from the March 26, 2018 Public Hearing. Motion seconded by Councilman Corcoran.***

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

Motion to approve minutes from the March 12, 2018 Town Board Meeting

***Councilman Molinelli made a motion to approve minutes from the March 12, 2018 Town Board Meeting. Motion seconded by Councilman Koenig.***

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

April 9, 2018

ITEM #5 Authorize payment of bills

***Councilman Baker made a motion to authorize payment of the abstract in the amount of \$464,366.24. Motion seconded by Councilman Corcoran.***

***Yeas: 5***

***Nays: 0***

***Carried***

ITEM #6 Comments on the agenda

*No comments on the agenda.*

ITEM #7 Presentations

*No presentations.*

ITEM #8 Report of Departments and Boards

**A) SUPERVISOR - ALPHONSO LANZETTA**

**Supervisor Report April 2018**

Meeting in Kingston on Ulster County Legislature IDA Resolution

Meeting with CSX, DOT and Councilman Baker at Milton Landing Park

Meeting with Peter Carafano and Sheila Mannese of Meet Me in Marlborough to discuss tourism in Hudson Valley

Attended Planning Board Meeting

Met with Meagan Taylor of NYDOS, Rosemary Wein and Councilman Baker to discuss CFA grant resubmission

Meeting with DOT representative, Gregg Hart, to discuss CSX crossing at Milton Landing Park

Organized a Civilian Response to Active Shooters with Chief Coccozza and DEC representative Claude Stevenson

Attended Annual Easter Egg Hunt at Sportsdome

Joint meeting with ZBA, Planning Board, Town Code Enforcement & Councilman Corcoran to discuss zoning changes

Met with Scott Parker, Building Inspector Tom Corcoran and representatives from Central Hudson at the Chestnut Petroleum site

Met with NY State Controllers Office representative and Budget Director Chris Wilklow in regards to State Audit

Councilman Corcoran and I met with the Marlborough Seniors

Telephone conference with DOS representatives Barbara Kendell and an attorney, Planner John Behan, and Councilman Baker to discuss LWRP

Attended Milton Engine Company #1 Firefighter Dinner

Attended event to honor Lucia DeNatale (Pride of Marlborough Award) at Ship Lantern Inn

Respectfully submitted,  
Al Lanzetta, Supervisor

April 9, 2018

B) BUILDING INSPECTOR - THOMAS CORCORAN

**THOMAS CORCORAN/BUILDING INSPECTOR  
MONTHLY REPORT/BUILDING DEPARTMENT  
MONTH OF: MARCH 2018**

CERTIFICATE OF OCCUPANCY 3 STOP WORK ORDER 1  
REQUEST FOR INFORMATION 19 ZBA APPLICATION 1  
TRAILER PARK RENEWALS 0 ORDER TO REMEDY 16  
BUILDING EXTENSIONS 3 COMPLAINTS 28  
FIRE INSPECTIONS 5 BURN PERMITS ISSUED 8  
FIRE CALLS 3 CLOTHING BIN RENEWALS 1

**BUILDING PERMITS 40**

<u>2</u> ONE FAMILY	<u>8</u> BURNING
<u>0</u> TWO FAMILY	<u>2</u> SIGNS
<u>3</u> ELECTRICAL/GENERATOR	<u>1</u> BARN
<u>1</u> FURNACE/BOILER (INDOOR)	<u>4</u> ADDITIONS/RENOVATIONS
<u>2</u> DEMOLITION	<u>1</u> COMMERCIAL STRUCTURE
<u>0</u> TANK INSTALLATION/REMOVAL	<u>2</u> DECKS/STAIRS
<u>1</u> STOVES (WOODSTOVE, PELLET)	<u>0</u> WIRELESS COMMUNIAION
<u>2</u> POOL/HOT TUB	<u>1</u> CONVERSIONS
<u>6</u> SHED	<u>1</u> CARPORT/GARAGE
<u>1</u> ROOF	<u>2</u> SOLAR PANELS

**ESTIMATED COST OF BUILDINGS \$1,173,293.00**

CERTIFICATE OF OCCUPANCY	\$ <u>450.00</u>
REQUEST FOR INFORMATION	\$ <u>1,800.00</u>
BUILDING EXTENSIONS	\$ <u>300.00</u>
TRAILER PARK RENEWALS	\$ <u>0</u>
BUILDING PERMITS	\$ <u>8,363.20</u>
FIRE INSPECTION FEES	\$ <u>320.00</u>
ZBA ESCROW FEES	\$ <u>700.00</u>
ZBA APPLICATION	\$ <u>300.00</u>
TOTAL MILEAGE: 1018 MILES	
TOTAL GAS USAGE 89 GALLONS	
TOTAL MONTHLY ZONING FEES	\$ _____
TOTAL MONTHLY RECEIPTS	\$ <u>12,233.20</u>

*Mr. Corcoran added that the solar panel permits are residential. He had more than usual fire calls this month and complimented both fire departments for getting to the fires so quickly and getting them out quickly. He also reminded the public that there is a burn ban from March 15<sup>th</sup> – May 14<sup>th</sup> with the exception of farm lands. Burn permits will issues on May 15<sup>th</sup> as long as the ban has been lifted and the cost is \$5.00 for a month.*

April 9, 2018

C) POLICE CHIEF - GERALD COCOZZA

Police Department  
Town of Marlborough

MEMORANDUM

To: Town Board of the Town of Marlborough  
From: Chief Cocozza  
Date: April 9, 2018  
Subject: Activity Summary for the Month of March 2018



Following is a summary of the activity of the Police Department for the month of February 2018

<u>MOTOR VEHICLE ACCIDENT</u>	March 18	Yr. Date 18	March 17	Yr. Date 17
Personal injury	4	13	4	16
Fatal	0	0	0	0
Property Damage	8	33	20	47
Report Not Required	2	13	5	7
Total	14	59	29	68

<u>SUMMONSES ISSUED</u>	March 18	Yr. Date 18	March 17	Yr. Date 17
Vehicle and Traffic	77	184	129	392
Parking	1	13	3	12

<u>COMPLAINT ACTIVITY</u>	March 18	Yr. Date 18	March 17	Yr. Date 17
Total Blotter Entries	348	911	367	989
Total Arrests	22	60	37	102

<u>TOTAL TELEPHONE CALLS</u>	March 18	Yr. Date 18	March 17	Yr. Date 17
	1701	5176	1785	5307

POLICE DEPARTMENT OVERTIME HOURS payroll 6 & 7

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	0 (\$0) 0	0 (\$) 0
Part Time Dispatchers Overtime	24(\$523) 24	.5 (\$11) 74.5
<u>Police Mileage</u>	12485	32424
		9361
		20368

Chief Cocozza stated that he had a meeting with the Federal Aviation Administration (FAA) regarding the drone; the operators will need to get licensed. He is also looking into liability insurance because the drone isn't covered along with the regular equipment. He also reported that the department will be conducting their annual firearms training. They also have been troubleshooting some issues with the speed trailer.



April 9, 2018

D) HIGHWAY SUPERINTENDENT - GAEL APPLER, SR.

**HIGHWAY SUPERINTENDENT**

Town of Marlborough  
1650 Rt. 9W, P.O. Box 305  
Milton, New York 12547



**GAEL R. APPLER, Sr.**  
*Superintendent of Highways*

Home: (845) 795-2469  
Office: (845) 795-2272 ext. 6  
Fax: (845) 795-6037

Supervisor Lanzetta  
Town Clerk Colleen Corcoran  
Town Board Members

**Monthly Report for March 2018**

**ROADS:** We continue to do cold patch patrols and open up c.b.s and pipe ends as needed. We repaired a broken road edge on Bingham Rd. We were flail mowing Highland Ave. and Bingham Rd. starting 3/19. Due to high winds, we had excessive sign repairs this month.

**TRAINING:** We sent 4 men to a Dig Safe NY seminar on 3/15. We sent two men to a Cornell Local Roads workshop on 3/28.

**SNOW/ICE:** On 3/2 we had a Nor'easter with high winds and heavy wet snow. Numerous trees down and wires down blocking some roads all over Town. Worked this storm into Saturday as Central Hudson got the downed wires under control and we were able to then cut up the trees. On 3/7 we had another storm with up to 12 inches predicted but we only received about 8 inches. Again this was a heavy wet snow and very slippery with many branches down. We had a couple trucks stuck due to no frost in the ground but we were able to pull these out. We had a huge maple down and Old Post Rd. was closed that night and we reopened it the next day. On 3/12 we had 2 – 4 inches in the higher elevations and plowed this off. Bingham Rd. was closed by a fuel truck rollover. On 3/21 we had a forecast of up to 9 inches but only received 2 – 4 inches. School had early dismissal on 3/21 and a 2 hr. delay on 3/22. We are still chipping down trees and branches throughout the Town due to the high winds and heavy snows in March.

**FUEL USAGE:** Gas: 395.918 gallons Diesel: 1,847.532 gallons.

Gael R. Appler, Sr.  
Highway Superintendent

GRA/cw

April 9, 2018

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: 4/09/2018**

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

**RE: MONTHLY REPORT FOR MARCH**

Water consumption totaled 13.3 million gallons, which is a daily usage of 424,000.  
Compared to last month 12.7 million gallons, which is a daily usage of 453,000.  
Compared to a year ago water consumption was 12.4 million for the month which is a daily usage of 400,000.

**SUMMARY FOR THE MONTH:**

**WATER MAINS:** We had to repair a galvanized service water line on 9W.  
**CURB BOXES:** Had to repair curb box and valves, Jonathan Pl. and 1417 Rt. 9W  
**TAPS:** Installed a one inch tap on 9W in Milton.  
**CLASSES:** Cliff and myself attended a excavator safety seminar  
**SEWER:** Performed a sewer line inspection on 9W in Milton

SEWER LINE INSPECTIONS: 1  
CLOSINGS: 3  
MARKOUTS: 15  
Gallons of Gas: 335  
Gallons of Diesel: 0  
Mileage for the month: 2200

April 9, 2018

F) TOWN CLERK - COLLEEN CORCORAN

04/03/2018

Town Clerk Monthly Report Monthly Report  
March 01, 2018 - March 31, 2018

Page 1

Account Description	Fee Description	Account#	Qty	Local Share
building Dept/ Burn permits	Burn Permits	00-2110	1	35.00
			<b>Sub-Total:</b>	<b>\$35.00</b>
Conservation	Conservation	A1255	5	12.79
			<b>Sub-Total:</b>	<b>\$12.79</b>
Dog Licensing	Female, Spayed	A2544	16	80.00
Dog Licensing	Female, Unspayed	A2544	1	10.00
Dog Licensing	Male, Neutered	A2544	23	115.00
Dog Licensing	Male, Unneutered	A2544	1	10.00
			<b>Sub-Total:</b>	<b>\$215.00</b>
General Fund	Water Service	2144SW	1	250.00
			<b>Sub-Total:</b>	<b>\$250.00</b>
LANDFILL FEES	T/s Permits	00-2130	3	105.00
LANDFILL FEES	T/s Punch Cards	00-2130	27	1,925.00
			<b>Sub-Total:</b>	<b>\$2,030.00</b>
Marriage Lic.	MARRIAGE LICENSE FEE	00-1255	1	17.50
			<b>Sub-Total:</b>	<b>\$17.50</b>
Misc Fees	Building Fees\Building Dept	00-2110	1	4,253.00
Misc Fees	Fire Fees\Building Dept	00-2110	1	1,080.00
Misc Fees	YRP Lifeguard	00-2025	3	750.00
Misc Fees	YRP Zumba	00-2025	2	212.24
			<b>Sub-Total:</b>	<b>\$6,295.24</b>
MISC. FEES	Accident Reports	00-1255	9	45.00
MISC. FEES	Certified Copies	00-1255	6	270.00
MISC. FEES	Dog Warden	00-2611	2	171.00
MISC. FEES	Foi Requests	00-1255	2	61.50
MISC. FEES	Junkyard Licenses	00-2590	2	500.00
MISC. FEES	Park Fees	00-2001	3	450.00
			<b>Sub-Total:</b>	<b>\$1,497.50</b>
Permit Fees	Sewer	00-212255	1	200.00
			<b>Sub-Total:</b>	<b>\$200.00</b>
YRP Jiu-Jitsu	YRP Jiu-Jitsu	00-2025	2	180.00
			<b>Sub-Total:</b>	<b>\$180.00</b>

Account Description	Fee Description	Account#	Qty	Local Share
			<b>Total Local Shares Remitted:</b>	<b>\$10,733.03</b>
Amount paid to:	NYS Ag. & Markets for spay/neuter program			45.00
Amount paid to:	NYS Environmental Conservation			647.21
Amount paid to:	State Health Dept. For Marriage Licenses			22.50
<b>Total State, County &amp; Local Revenues:</b>	<b>\$11,447.74</b>		<b>Total Non-Local Revenues:</b>	<b>\$714.71</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.

April 9, 2018

G) WASTEWATER TREATMENT FACILITY- ANTHONY FALCO

Water Quality Management, Inc.  
P.O. Box 733  
Marlboro, NY 12542

April 9, 2018

Report on The Marlboro Wastewater Treatment Plant for March 2018  
The average flow meter readings to the plant was 135,000 gallons per day.

The design capacity is 175,000 gallons per day.  
We used 77% of capacity.

The process is meeting all other SPDES requirements.  
Lab results show that we removed 99% of BOD and 99% of suspended Solids during the month.

Milton Wastewater Treatment Plant:  
The Average flow to the Milton plant during March 2018 was 39,000 gallons per day.  
This is about 71% of design capacity (55,000 gallons per day).  
We showed 99% of BOD and 91% of TSS removal.  
The process is working well meeting SPDES requirements.

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

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.

April 9, 2018

H) DOG CONTROL OFFICER - ANDREW MCKEE

21 Milton Turnpike  
Marlborough, New York, 12547

## Town of Marlborough Dog Control

~~Andrew McKee-Dog Control Officer~~

April 5, 2018

### March 2018 Monthly Report

#### Monthly Report - 3/1/2018 through 3/31/2018

##### Overview:

We received a total of 21 calls this month including 5 calls to service from Marlborough PD, State Police or Ulster County Sherriff.

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

We currently have 3 open case that has been addressed but is ongoing or un-resolved.

We Impounded 1 stray dog this month

The dog was redeemed by his owner.

We currently have no dogs in the kennel

We had 1 Dog Bite reported this month.

We have 2 Dangerous Dog Complaints under investigation at this time.

We have 1 Dangerous Dog Case in the Marlborough Justice Court.

End of Report.

April 9, 2018

I) ASSESSOR - CINDY HILBERT

**Assessor's Office**

# Memo

**To:** Town Board  
**From:** Cindy Hilbert  
**CC:** Colleen Corcoran  
**Date:** April 9, 2018  
**Re:** **April** Report

Our office processed 28 real property sales transfers.

We worked on 5 property tax estimates.

We are continuing to review our new construction and sales records for the 2018 assessment roll.

J) PLANNING - CHRIS BRAND

Town of Marlborough

# Planning Board Review

## March 2018

---

Meeting: March 5, 2018 / 7:30 PM / Town Hall

### ATTENDEES

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

### AGENDA

#### Approval of Stenographic Minutes for 2/5/2017

Approval for the above minutes was granted by all members present.

#### Susan Bagata, 1 Top Hill Road, Marlboro: Final, Lot Line

- The Lot Line Change was issued a Negative Declaration under SEQRA and granted Final Approval.

#### Young's 9W Plymouth, 1971 Route 9W, Milton: Sketch, Site Plan

- The applicant appeared and presented a Site Plan for the business at the above address. The applicant was advised of several technical issues by Town Engineer Pat Hines. NYSDOT, Ulster County DPW, and Ulster County Planning Board Referrals are required for this application. The Board discussed how to incorporate safe pedestrian access to and from the site. A request was made to include a possible crosswalk on Route 9W and Milton Turnpike in DOT referrals. A Public Hearing was schedule at the request of the applicant for March 19, 2018.

April 9, 2018

#### **NEXT Deadline**

Friday, March 9, 2018

#### **NEXT Scheduled Meeting**

Monday, March 19, 2018

-----  
**Meeting: March 19, 2018 / 7:30 PM / Town Hall**

#### **ATTENDEES**

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

#### **AGENDA**

##### **Approval of Stenographic Minutes for 2/20/2018**

Approval for the above minutes was granted unanimously.

##### **Robert Young (Estate), 1971 Route 9W, Milton: Public Hearing, Lot Line**

- A Public Hearing was opened and closed with limited input from those in attendance. Motions to approve SEQRA Negative Declaration and Notice of Determination of Nonsignificance, Short EAF, and Resolution of Approval were all granted unanimously.

##### **Young's 9W Plymouth, 1971 Route 9W, Milton: Public Hearing, Site Plan**

- A Public Hearing was opened and closed with limited input from those in attendance. The applicant will return at a later date for continuation.

##### **Marlboro Distr Rte 9 LLC, 1100 Route 9W, Marlboro: Public Hearing, Site Plan**

- A Public Hearing was opened and closed with limited input from those in attendance. Motions to approve SEQRA Negative Declaration and Notice of Determination of Nonsignificance, Short EAF, and Resolution of Approval were all granted unanimously.



April 9, 2018

**Bayside Mixed Use, 18 Birdsall Ave, Marlboro: Public Hearing, Site Plan**

- A Public Hearing was opened and garnered participation from many members of the community. At the request of Chairman Chris Brand, local resident and historical expert, Matthew Kierstead was invited to speak. Mr. Kierstead's presentation included information and pictorial evidence of Camp Young; a historical building on the proposed Bayside site which housed young people who volunteered and worked on farms during WWI. Mr. Kierstead indicated several options the Town could pursue from the developer. Some of his proposals included: moving the building to another location for use as a museum and/or visitor's center, leaving the building on site, including historical markers within the project's bounds, and/or having the applicant provide the community with educational resources to preserve Marlborough's agricultural history. A copy of his proposal was provided to the applicant. Marlboro Central School District's Director of Business and Finance/Transportation, Patrick Witherow, spoke in support of the project. He indicated the possibility of improved traffic flow and site improvement associated with the Site Plan Proposal. Concerns raised by those in attendance included: technical issues within the Site Plan, parking, increased local traffic, school safety, aesthetics, increased student population, project construction phasing, preserving Marlborough's agricultural heritage, drainage concerns, and the overall impact to property owners adjacent to the site. In addition, Ms. Bonnie Young presented the Board with copies of her deed, which include detailed water rights to the site. The Public Hearing was closed by 4-3 vote. Written comments will continue to be received until April 16, 2018.

**NEXT Deadline**

Friday, March 23, 2018

**NEXT Scheduled Meeting**

Monday, April 2, 2018

Respectfully Submitted,

Chris Brand, Chairman, Town of Marlborough Planning Board

ITEM #9 Report of Committees

A) RECREATION COMMITTEE

*Councilman Corcoran reported that summer camp will be from July 2<sup>nd</sup> through August 3<sup>rd</sup>; no camp July 4<sup>th</sup>. They are not going to the Ulster County Fair this year but they will continue to go to the Ulster County Pool and Wooden Wheels. They will also have a slip and slide and a science presentation. Also, Zumba, Boot Camp, and Jiu Jitsu are still going on at TOMVAC.*

*Councilman Molinelli reported that there will be a Bocce meeting on April 25<sup>th</sup> at 7:00 p.m. at the bocce courts. Supervisor Lanzetta added that the gate is up to deter parking next to the pavilion.*

B) EMERGENCY MANAGEMENT PREPAREDNESS COMMITTEE

*No report*

C) CONSERVATION ADVISORY COMMITTEE

*Supervisor Lanzetta stated that the CAC is very close to presenting design guidelines to the Board.*

D) IT COMMITTEE

*Councilman Corcoran reported that he will be having a meeting soon regarding the IT equipment for Town Board meetings.*

E) MILTON TRAIN STATION FOUNDATION

*Supervisor Lanzetta reported that there was a meeting regarding the construction on the Train Station. The exterior rehabilitation came in under budget so they plan to do some additional work on the interior of the station; refinish the floors and also paint. They are waiting for an estimate.*

F) MILTON LANDING CITIZENS COMMITTEE

*Councilman Koenig reported that spring cleanup was on March 31<sup>st</sup>; they leaf blew the trail; cleaned up the shoreline, cut up large trees, and cleaned up trash.*

G) MARLBORO HAMLET ECONOMIC DEVELOPMENT COMMITTEE

*Councilman Baker reported that there will be a meeting on April 17<sup>th</sup>; the purpose of the meeting is to get the Marlboro Hamlet Economic Development Committee, Meet Me in Marlborough, and the Hamlet of Milton Association Committee to work together and have a meet and greet with business owners. He also reported that John DeMarco is still working on the gas line extension on Grand Street.*

*Supervisor Lanzetta added that the site plan for the sidewalks was completed and has been submitted to Central Hudson who will put together a plan to move the utility poles.*

April 9, 2018

H) MEET ME IN MARLBOROUGH

*Supervisor Lanzetta reported that he met with Sheila Mannese to discuss how to promote Marlborough.*

I) HAMLET OF MILTON ASSOCIATION COMMITTEE

*Councilman Koenig reported that the HMA Spring Fling will be April 27, 2018 at the Barn at Buttermilk.*

J) TRANSFER STATION REVIEW COMMITTEE

*Councilman Baker reported that there will be a meeting on May 15<sup>th</sup> at 7:00 p.m. in the Supervisor's Office to discuss potential garbage districts. Councilman Baker also stated that he would also like to start getting rid of the tires at the transfer station; there is \$1,000.00 set aside in the budget and he asked the Board to approve another \$1,000.00 to begin the tire disposal process. He would like to also start thinking about chipping the pile of brush.*

***Councilman Corcoran made a motion to add an additional \$1,000.00 to the Transfer Station budget to total \$2,000.00 to begin the tire disposal process at the Transfer Station. Motion seconded by Councilman Koenig.***

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

ITEM #10 Old Business

A) Sale of TOMVAC property

*Councilman Corcoran stated that there is a new offer for \$331,000.00; the asking price is currently \$389,000.00. The Board discussed where they could put a recreation or community center and what types of activities would take place there; they are considering the senior citizens and they also discussed what type of funding would keep a recreation/community center private or open to everyone.*

*Councilman Corcoran is going to get numbers from Mr. Pizza (Hudson Valley Sports Dome) for the building in front of the dome. He is also going to contact Phil Bell to see if he would possibly draw up some plans for the town pro-bono.*

B) Municipal Parking in Hamlets of Marlboro and Milton

***Councilman Molinelli made a motion to remove Letter B) Municipal Parking in Hamlets of Marlboro and Milton from Old Business on the agenda. Motion seconded by Councilman Koenig.***

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

C) Design Standards for RT 9W Corridor Overlay District

*No new information*

D) LWRP

*Councilman Baker stated that the report that John Behan put together has been reviewed by the Department of State who have responded with comments; John Behan will address the comments. The LWRP can be used for planning but the state/town still will need to do a few more steps.*

E) Route 9W Corridor study

*Councilman Baker commented that there have been some suggested changes to the study; the Department of Transportation (DOT) has concerns and will need more data. Ulster County has agreed to gather more data which will cost about \$90,000.00.*

*Supervisor Lanzetta added at this time that he met with two solar companies. One of the companies is looking to put a 2 megawatt solar farm on residential property and the other company is looking at putting a solar farm at the landfill. There is an issue with the slope of the landfill which makes it too costly for the solar companies to develop, but the town is going to continue to shop around.*

ITEM #11 New Business

A). Lease Agreement with Tilcon

*Supervisor Lanzetta stated that the lease agreement was sent to the town attorney and has been sent back as a resolution to authorize the supervisor to execute the agreement.*

B). Zoning Changes

*Supervisor Lanzetta stated that a resident would like to put a solar farm on their property; it requires a zoning change for their property from R1 to RAG1. Solar farms are only currently allowed in the Industrial and RAG1 zones. The majority of the Board discussed their opinions.*

*Supervisor Lanzetta stated that the town should change the private road ordinance to the way it used to be because currently someone could go before the Planning Board with an unlimited number of lots and try to get approval by the Planning Board; the plan is to limit it to 4 lots plus 1-2 more (up to 6 total) if the lots are abutting a public road.*

*Tom Corcoran also suggested removing an old part of the code that allows for very small sheds and playhouses because property owners turn them into sheds and don't get permits and they are not always located in the right place or in safe places. He would like to change the code so that all types of sheds need a permit so they are located in the right place and have the proper setbacks.*

April 9, 2018

*Supervisor Lanzetta stated that the Board will be making minor changes to the noise ordinance. Also, Bob Troncillito of the Marlboro Fire Department is working on getting feedback from the fire commissioners regarding changing the height of buildings from 35 feet to 45 feet in the HD District.*

*Tom Corcoran stated that they should also add a second note to Schedule 1 in the Zoning Code. The note would say that the agricultural section of the code supersedes the setbacks in Schedule 1, that way the setback requirements are clearer for engineers, architects, and surveyors.*

*Currently, the code allows for a residential residence over a commercial entity, the majority of the Board discussed with Tom Corcoran changing the code to allow for two residential residences over a commercial entity because now there are advanced methods of fire prevention and control.*

*Supervisor Lanzetta also stated that they are looking into possibly changing the code to add under the regulations for the minimum lot area to allow a 7,500 square foot lot with sewer, water, and gas.*

#### ITEM #12 Correspondence

*Supervisor Lanzetta stated that he received correspondence stating that the Marlborough American Legion Viebey-Sutton Post 124 Memorial Day Parade is Sunday, May 27th. The theme this year is "Honoring Charles W. Viebey 100 Years Memorial. Parade assembly will be at SonoTek (Milton Industrial Park) at noon, step off is at 1:00 PM. The parade route will be through the Hamlet of Milton, across Route 9W, and end at Cluett Schantz Memorial Park.*

*Supervisor Lanzetta read correspondence from Jeffrey Aldrich requesting to change the zoning of his property at SBL#103.1-1-33.100 from R1 to RAG1 to allow for a solar farm.*

#### ITEM #13 Public Comments

*James Garofalo asked that the ZBA put their agendas on the website and also suggested that they give a monthly report like the Planning Board, if there is a meeting.*

*Melissa Quimby stated that there was a ditch that was getting bigger in front her property from erosion. She asked Gael Appler for a pipe and the residents were going to fix the problem but Gael Appler went to take a look and fixed the problem quickly and she wanted to publicly thank Mr. Appler.*

#### ITEM #14 Resolutions

A) Resolution #39 To execute a proposed license agreement

#### ITEM #15 Adjournment

April 9, 2018

April 9, 2018

A). Resolution #39 To execute a proposed license agreement

Supervisor Lanzetta proposes the following:

WHEREAS, the Town of Marlborough (the “Town”) wishes to enter into a license agreement with Tilcon Inc. (“Tilcon”) for the purpose of allowing the Town to use the Property of Tilcon for the conduct of its Marlboro Mills Waterfall Walkway trail system and all legal uses related thereto; and

WHEREAS, the proposed license agreement is annexed hereto as **Exhibit A**; and

NOW, IT IS HEREBY RESOLVED, as follows:

1. This action is a Type II action under Section 617.5(c) (15) of Part 617 of 6 NYCRR and will not have a significant effect on the environment; and
2. The Town Board authorizes the Supervisor to execute the proposed license agreement annexed hereto as **Exhibit A**

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

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

DATED: Milton, New York  
April 9, 2018

---

COLLEEN CORCORAN, TOWN CLERK

April 9, 2018

*Councilman Koenig made a motion to adjourn the meeting at 9:03 p.m. Motion seconded by Councilman Corcoran.*

*Yeas: 5                      Nays: 0                      Carried*

*Respectfully submitted,  
Danielle Cherubini  
Deputy Town Clerk*

April 9, 2018

## "Exhibit A"

### LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made effective the 1st day of March, 2018, by and between **Tilcon, Inc., 9 Entin Road, Parsippany, NJ 07054** ("Licensor") and the **Town of Marlborough, 21 Milton Turnpike, Suite 200, Milton, NY 12547** ("Licensee"). Licensor owns real property located at Lot 108.4-3-5 (+/- 32.80 acres) and Lot 108.4-3-18 (+/- 0.31 acres) in Marlboro, NY ("Property"). Licensor has agreed to allow Licensee to use the Property under the terms and conditions set out herein.

In consideration of the mutual undertakings of the parties hereto, the parties agree as follows:

1. **Grant of License:** Licensor grants to Licensee the nonexclusive License to use the Property as described above. This License is personal to the Licensee and may not be assigned or conveyed, except to an affiliate of Licensee, without the prior written consent of the Licensor.
2. **Use:** Licensee shall use the Property for the conduct of its Marlboro Mills Waterfall Walkway trail system and all legal uses related thereto. Licensee shall abide by all laws relating to its use of the Property, including all laws or regulations relating to safety and the environment. Further, Licensee shall obtain and pay for all permits or licenses necessary to operate its activities on the Property.
3. **Title:** Licensee, its successors, and assigns agree and concede that they will make no claim of title or adverse possession because of the use of the Property in accordance with this License.
4. **Term:** The License granted hereunder is for a term of **Ten (10) Years** commencing on **March 1, 2018** and shall continue in effect for successive terms of **Six (6) Months** each unless terminated by either party as provided herein.
5. **Termination:**
  - a. Without cause: Either party may terminate this Agreement at any time by providing the other party with **Sixty (60) Days** prior written notice of termination.
  - b. For cause: Licensor shall have the right to terminate this Agreement upon ten (10) days prior written notice to Licensee if the Licensee fails to use the Property in a safe manner, fails to make any payment required by this Agreement, fails to properly maintain or repair the Property, or fails to maintain the insurance specified in this Agreement and fails to cure such violation within a reasonable time after receipt of notice.
  - c. Notice of termination: Notice shall be by certified mail, return receipt requested, to the address listed above. Notice shall be deemed effective when mailed.
6. **Maintenance:** Licensee shall maintain and repair the Property during the Term, including any required snow/ice removal and trail maintenance required on the Property.

{00086715 1}



7. **Consideration:** As consideration for the use of the Property, Licensee agrees to pay Licensor a yearly license fee of **One (\$1.00) Dollar** on or before the first day of each year.

8. **Indemnity:** Licensee shall defend, indemnify, and hold Licensor, its officers, employees, agents, insurers, sureties, and affiliated corporations, harmless from any and all losses, damages, expenses (including but not limited to attorney and expert fees), claims, liens, suits, liabilities, fines, penalties, and remedial or clean-up costs arising out of or in any way related to (i) Licensee's use of the Property, (ii) any breach of this Agreement, or (iii) any act or omission by Licensee, its invitees, or any person performing work directly or indirectly on behalf of Licensee.

9. **Release:** Licensee acknowledges that this Agreement is entered into for the convenience of Licensee and that Licensor assumes no responsibility whatsoever for, and exercises no rights of ownership or control over, Licensee's activities. Licensee releases Licensor, its affiliated companies, their employees, officers, insurers, successors, agents, and assigns from and against any and all damages, losses (including, without limitation, losses from theft and/or vandalism), claims, liabilities, or expenses arising out of, or in any way related to, Licensee's use of the Property.

10. **Insurance:** Licensee shall maintain: (i) worker's compensation and employer's liability insurance to fully protect against loss from personal injury, including death, to any of its employees; and (ii) comprehensive general liability and property damage insurance. Umbrella or excess coverage may be used to satisfy the required limits. The minimum required limits are as follows: Workers Compensation Coverage A-Statutory Limits; General Liability-\$1,000,000 per occurrence and having minimum aggregate limits of \$2,000,000 or greater. All coverage shall be provided on an "occurrence" basis and not on a "claims made" basis. All such insurance shall be written by insurers properly licensed to do business in the state where the Property is located and acceptable to Licensor. All policies, except for worker's compensation policies, shall name the Licensor as an additional insured on a primary basis. Licensor's coverage shall be deemed noncontributory. Licensee shall defend, indemnify, and protect Licensor from all claims, expenses and liabilities in any way connected with any act or omission of Licensee, its invitees, or any person performing work directly or indirectly on behalf of Licensee. All insurance shall expressly provide that all rights of subrogation against Licensor are waived and that no amendment or cancellation of any policy shall be effective until 30 days prior written notice to Licensor. Before accessing the Property and at any time Licensor so requests, Licensee shall furnish certificates of insurance evidencing the required insurance.

{00086715 1}

**11. Fixtures:** Licensee may make improvements to or install equipment and fixtures upon the Property after receiving the written consent of the Licensor for each particular improvement, piece of equipment, or fixture. The improvements, equipment, and fixtures shall be installed at the expense of Licensee and shall be removed from the Property without injury to the Property at or before the termination of this Agreement.

**12. Utilities & Taxes:** Licensee shall pay for all utilities, including water, gas, electricity and telephone, used for its operations on the Property and contract for the utilities that it is obligated to pay in its own name. If that is not possible, Licensee shall reimburse Licensor for the services attributable to its operations within thirty (30) days of written request for payment from the Licensor. Licensor shall pay for all real estate taxes assessed with regard to the Property. Licensee shall pay for all taxes, including any sales tax or tangible property tax, related to its operations on the Property.

**13. Authority:** Each party hereby represents and warrants to the other that this Agreement has been executed by persons having the full authority to bind their respective entity, and that no consent of any other party is required in order for this Agreement to be valid and fully enforceable in accordance with its terms.

**14. Applicable Law:** This Agreement shall be construed and enforced in accordance with the laws of the state where the Property is located.

**15. Entire Agreement:** This Agreement contains the understanding between the parties hereto, and may be amended or modified only by written agreement signed by the parties. No agreement, representation or other communication shall be binding upon or enforceable against either party, unless such agreement, representation or other communication is set forth in writing executed by an authorized officer or agent of each party.

**16. Relationship:** Nothing contained herein shall create any relationship between Licensor and Licensee, or create any partnership or joint venture or any other type of relationship between Licensor or Licensee, other than the relationship of Licensor and Licensee as expressly set forth herein.

**17. MANDATORY BINDING ARBITRATION:** All claims or controversies arising out of or related to this Agreement, including any claims involving Licensee's insurers, shall be submitted to and resolved by binding arbitration by a single arbitrator in the state and county where the Property is located. The American Arbitration Association ("AAA") shall conduct the arbitration. Judgment upon any award made by the arbitrator may be entered in any court having jurisdiction thereof, if necessary.

{00086715 1}

April 9, 2018

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered for and in their names by their duly authorized representatives all as of the day and year first above written.

**LICENSOR**

**Tilcon New York Inc.**

**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**LICENSEE**

**Town of Marlborough**

**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

{00086715 1}