

August 27, 2018

WORKSHOP MEETING
TOWN BOARD TOWN OF MARLBOROUGH
21 MILTON TURNPIKE, MILTON NEW YORK
AUGUST 27, 2018
MINUTES OF MEETING

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

Danielle Cherubini, Deputy Town Clerk

ITEM #1 Call to order - Pledge of Allegiance

ITEM #2 Moment of Silence

Supervisor Lanzetta asked for a moment of silence for the brave men and women fighting for democracy and also for James Catalano and Senator and War Hero John McCain.

ITEM #3 Motion to approve agenda

Councilman Koenig made a motion to amend the agenda to add the following to ITEM #8 New Business:

A) Timber Offering

B) Camp Young - Bayside

Motion seconded by Councilman Molinelli.

Yeas: 5 Nays: 0 Carried

ITEM #4 Motion to approve minutes from the August 13, 2018 Town Board Meeting

Councilman Koenig made a motion to approve minutes from the August 13, 2018 Town Board Meeting. Motion seconded by Councilman Molinelli.

Yeas: 5 Nays: 0 Carried

Motion to approve the minutes from the August 13, 2018 Public Hearing

Councilman Koenig made a motion to approve minutes from the August 13, 2018 Public Hearing. Motion seconded by Councilman Corcoran.

Yeas: 5 Nays: 0 Carried

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ITEM #5 Authorize payments of bills

Councilman Baker made a motion to authorize payment of the abstract in the amount of \$151,124.27. Motion seconded by Councilman Corcoran.

Yeas: 5

Nays: 0

Carried

ITEM #6 Presentations

No presentations.

ITEM #7 Comments on the agenda

No comments on the agenda.

ITEM # 8 New Business

A). Timber Offering

Supervisor Lanzetta explained that he received a quote of about \$46,200.00 from a timber harvesting company to cut trees at the park, reservoir, and landfill. He asked the Board if they wanted to pursue this and send the contract to legal.

Some of the Board briefly discussed the process; the town is exempt from the Planning Board process but may need to have a public hearing.

Councilman Corcoran made a motion to proceed and send the contract to Town Attorney, Rebecca Valk. Motion seconded by Councilman Molinelli.

Yeas: 5

Nays: 0

Carried

B). Camp Young – Bayside

Supervisor Lanzetta explained that Sheila Mannese had asked if the old Camp Young building on the Bayside site can be moved to the park. Mr. Sussman of Bayside is required to advertise for the removal of the structure because of its historical properties.

Tom Corcoran explained that a relocation permit and engineer reports will be required if the building is relocated; a demolition permit and building permit if disassembled and reconstructed.

There was a brief discussion about timing because of bat migration.

ITEM #9 Workshop topics

A). CSX Crossing

Supervisor Lanzetta stated that a letter was sent to the DOT from the Ulster County Transportation Council regarding the crossing at Milton Landing. He also reached out to Maurice O'Connell, CSX Regional Vice President and is waiting to hear back. County Executive, Mike Hein also wrote a letter addressing the problem with our crossing and others in the county.

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B). Ulster County Planning Board recommendations-Zoning Statute Amendments

Supervisor Lanzetta explained that the zoning resolution is before the Board again; the county wanted to just change the height of a building and not specify stories.

Tom Corcoran explained that the height of a building is measured by mean (average). If the slope would allow, and if the stories are not specified then there could possibly be six stories. Some of the Board discussed the part of the zoning resolution that reads: there shall be a visual impact analysis prepared under SEQRA because the HD zone includes property within the Coastal Zone Boundary. There was a disagreement and question as to whether or not the town was in the Coastal Zone Boundary and if it should be included in the code since it is already part of the SEQRA.

ITEM #10 Correspondence

Supervisor Lanzetta read correspondence from the Marlboro Central School District acknowledging the plans for the proposed recreation facility on the High School property. The town was invited to share the information to the Board of Education at a future School Board meeting.

Supervisor Lanzetta stated that he received correspondence from the Summer Day Camp explaining that camp was a success this year and they had 327 campers over the five week period.

He stated that they raised the price per camper but may be a little short in the budget because they raised the pay for counselors.

Supervisor Lanzetta read correspondence from Pastor Spiak of the Marlboro-Milton United Methodist Church requesting permission to use Cluett Schantz Park on November 22, 2018 for a turkey trot and also waive the fee to use the pavilion.

The Board agreed to waive the fee for use of the pavilion and use of the park for a turkey trot for the church.

ITEM #11 Public Comment

James Garofalo stated (regarding town code and SEQRA) that there were concerns with the visual impact of the sports dome but the Board at the time decided that it was ok; he suggested keeping that part in the code. He suggested that a third party look at the tree cutting plans to protect the town and he also stated that removing the oil tanks at the TOMVAC building was a good idea because otherwise it would be harder to sell.

Ralph Walters suggested looking into whether or not the town will need to do a Request for Proposal for the tree cutting.

Tom Schroeder of the American Legion stated that on September 5, 2018 at 6:00 p.m., the Viebey-Sutton Post 124 American Legion will be remembering Charles Wesley Viebey in a fitting ceremony at his grave marker in the Presbyterian Cemetery across from the Marlboro Library. This marks 100 years of his death in service to his country.

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Mici Simonofsky asked about the plans and location of the proposed recreation/community center.

Supervisor Lanzetta explained that the proposed location is at the High School which they are talking to the school about and that conceptual plans have been drawn up by Phil Bell and some changes were made as suggested at a prior meeting. The square footage was increased from 6,000 to 8,000. He said it would probably be best to own the land. He also explained the layout of the building and said the project will cost about \$2-2.5 million dollars but they can work to get that number down and will likely need to apply for a bond. This is still in the infancy stage therefore they do not have all the details yet.

Councilman Corcoran and Councilman Koenig agreed that they would like to see the dollar amount a lot lower. If things don't work out with the school they can look at the Town Park. Councilman Corcoran explained that they will have some money from different sources to put toward the project but his goal will be to not raise taxes.

Ms. Simonofsky stated her opinion with regard to the sale of TOMVAC and said she is in favor of a new recreation center. She feels that the TOMVAC land could be useful to the town at some point in the future and questioned how much the school property would cost the Town which is unknown at this time.

Councilman Corcoran stated his opinion that selling TOMVAC will bring business to the town and would put the property on the tax rolls. Plans for a Town Hall (at the TOMVAC site) have been drawn up in the past and have cost the Town thousands of dollars. He stated that he doesn't think that they will need to relocate Town Hall anytime soon but the property that they are looking at could be used as a Town Hall if that were to happen, plus the Town has other property.

Some of the Board stated their opinions regarding the sale of TOMVAC and the proposed new recreation/community center with regard to taxes and costs. There was a discussion and conflict of opinions with some of the Board members and also Ms. Simonofsky.

Ralph Walters said he was involved in the negotiations for the transfer of the TOMVAC building to the Town on November 2, 2005. He explained the history of the transfer of the TOMVAC property and what plans were made by past Supervisors for renovations/rebuilding to make it a Town Hall. He said the things he remembers getting done were a new furnace, the septic was located, and the fuel tank was removed. The bathrooms were not adequate so the building was never rented out and the Board of Elections no longer wanted to be in the building for elections.

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ITEM #12 Resolutions

- A). Resolution # 65 To appoint a part time Police Officer
- B). Resolution #66 To appoint a part time Police Officer
- C). Resolution #67 To authorize the Sale of the TOMVAC building
- D). Resolution #68 To re introduce a Local Law of the year 2018

Tom Corcoran clarified a question and explained that the criteria for a multiple dwelling in the C-1 District are being added to section 155-30 (Multiple Dwellings) of the Town Code because Schedule 1 of the zoning code is generic.

ITEM #13 Adjournment

Councilman Koenig made a motion to adjourn the meeting at 8:31 p.m. Motion seconded by Councilman Molinelli.

Yeas: 5

Nays: 0

Carried

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A). Resolution # 65 To appoint a part time Police Officer

Supervisor Lanzetta proposes the following

Whereas, The Police Committee has interviewed for the position of part time Police Officer,
and

Whereas, it is the recommendation of the Police Committee as well as the Chief of Police to
appoint Travis Merrick as part time police officer.

Now therefore be it resolved that, Travis Merrick be appointed immediately contingent upon a
back ground check.

And moves for its adoption

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

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B). Resolution #66 To appoint a part time Police Officer

Supervisor Lanzetta proposes the following

Whereas, The Police Committee has interviewed for the position of part time Police Officer,
and

Whereas, it is the recommendation of the Police Committee as well as the Chief of Police to
appoint Vincent Sayles as part time police officer.

Now therefore be it resolved that, Vincent Sayles be appointed immediately contingent upon a
back ground check.

And moves for its adoption

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

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C). Resolution # 67 To authorize the Sale of the TOMVAC building

Supervisor Lanzetta proposes the following:

WHEREAS, the Town has negotiated a contract for the sale of the Town's real property known as the TomVac Building located at 1520 Route 9W, Town of Marlborough, Ulster County, New York to Donald A. DeLuca for the price of \$380,000.00 and on such other terms and conditions set forth in the contract, a copy of which is attached to this Resolution (the "Contract"); and

WHEREAS, the Contract requires approval by the Town Board; and

WHEREAS, the Town Board has issued a Negative Declaration for this action which will result in no physical adverse impacts on the environment.

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

1. The Town Board approves the attached Contract and authorizes the Supervisor to execute this Contract in the same or substantially the same form annexed hereto.
2. This Resolution is adopted subject to a permissive referendum.
3. The Town Clerk shall post and publish a Notice of Adoption of this Resolution pursuant to Town Law section 90.

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

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

DATED: Milton, New York
August 27, 2018

COLLEEN CORCORAN, TOWN CLERK

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“CONTRACT”

CONTRACT OF SALE

Contract of Sale (the "Contract") dated as of August __, 2018 by and between TOWN OF MARLBOROUGH, a municipal corporation having an address 21 Milton Turnpike, Suite 200, Milton, New York 12547 ("Seller"), and DONALD A. DELUCA, an individual having an address at 35 Amsterdam Avenue, Glenmont, New York 12077 ("Purchaser").

In consideration of the premises and the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Seller and Purchaser (each a "Party" and collectively, the "Parties") agree as follows:

1. Sale and Purchase of Real Property. Seller shall sell, and Purchaser shall purchase the Property described in section 2 below on the terms set forth in this Contract.

2. The Property. The Property consists of that certain parcel of land and the improvements thereon located in the Town of Marlborough, County of Ulster and State of New York and more particularly described in Schedule A attached hereto. The Property address is 1520 Route 9W, Marlboro, New York 12542 and is designated as Tax Map No. 109.1-2-20 on the Tax Map of the Town of Marlborough.

The sale includes Seller's entire right, title and interest in the following:

- (a) All building and improvements on the Property.
- (b) All right, title and interest, if any of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller, and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.
- (c) All fixtures attached to or used in connection with the Property, unless specifically excluded below. They include but are not limited to plumbing, heating, air conditioning and lighting fixtures.
- (d) The following personal property, in "as is" condition: none

3. Purchase Price. The Purchase Price is Three Hundred Eighty Thousand and 00/100 Dollars (\$380,000.00), payable as follows:

On the signing of this Contract, by check subject to collection (the "Deposit")	\$ 20,000.00
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BALANCE AT CLOSING

\$360,000.00

The BALANCE AT CLOSING shall be paid in cash or good certified or cashier's check of any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, by attorney trust checks drawn the parties' attorney's IOLA trust accounts, or by confirmed wire transfer. A check must be payable to the order of Seller. If payment is by wire transfer, it must be confirmed as received by Seller's bank before delivery of the deed.

The Deposit shall be held in escrow by Van DeWater & Van DeWater, LLP (the "Escrow Agent") who shall place the Deposit in a non-interest-bearing IOLA account at Manufacturers and Traders Trust Company, 4 Jefferson Plaza, Poughkeepsie, New York 12601 and pay the Deposit to the Party who is entitled to the receipt of same, subject to the following terms and conditions. The function of the Escrow Agent is to provide an accommodation to the parties and no liability shall attach to or against the Escrow Agent for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Contract. In the event of a dispute between Seller and Purchaser concerning the Deposit, the Escrow Agent shall be entitled at its option to either hold the Deposit until a final determination is made or to pay such Deposit into the applicable court of record and to interplead both parties, whereupon the Escrow Agent shall be released from any further liability or obligation to either party hereto. Purchaser agrees that the Escrow Agent shall be permitted to represent Seller in any litigation concerning Deposit or this Contract, notwithstanding its function as escrow agent hereunder.

CONDITIONS PRECEDENT

4. Property Due Diligence.

a. The Purchaser's obligation to complete the Closing in accordance with the terms of this Contract is contingent upon Purchaser's receipt of (i) a satisfactory inspection (the "Inspection") of the Property prepared by a reputable engineer, architect, or qualified consultant (the "Property Consultant") and (ii) a satisfactory phase I environmental site assessment the ("Site Assessment") of the Property prepared by a reputable environmental consultant (the "Environmental Consultant" and, together with the Consultant, the "Consultants") within sixty (60) days of Purchaser's attorney's receipt of notice that the contingency described in Section 7 below has been fulfilled (the "Due Diligence Period"). The Consultants and their agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours and following not less than forty-eight (48) hours' prior notice to Seller, to make such non-invasive inspections and tests as may be necessary in Consultants' reasonable discretion. Any on-site inspections and investigations conducted by Consultants shall be conducted with Seller being offered the right to have a representative present, and in a manner so as not to unreasonably disrupt the conduct of normal course of business operations of Seller and its guests and invitees.

b. If the Inspection or Site Assessment discloses one or more materially adverse environmental and/or structural conditions affecting the Property, Purchaser may terminate this Contract by Purchaser's giving notice of termination of this Contract (the "Termination Notice") and complete copies of the Inspection Report and Site Assessment on or before 5:00 p.m. of the

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third (3rd) business day following the expiration of the Due Diligence Period (the "Termination Notice Date") to Seller and Escrow Agent; in such event, the Deposit held by Escrow Agent shall be disbursed to Purchaser and any all rights and obligations of the parties hereto shall thereafter terminate except for any obligations that specifically and expressly survive termination of this Contract.

c. If Purchaser does not deliver to Seller and Escrow Agent a Termination Notice on or before the Termination Notice Date, then (i) this Contract shall remain in full force and effect and (ii) subject to any other terms and conditions of this Contract, Seller and Purchaser shall complete the Closing by the Closing Date.

d. Purchaser shall defend, indemnify, and hold Seller, its principals and agents harmless from and against all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the performance of the Inspection or the Site Assessment unless (in either case) such claim, action, damages, etc. arises out or was proximately caused by Seller's negligence or willful misconduct. This obligation will survive the termination of this Contract.

5. Site Plan and Building Permit Contingency. (A) Purchaser's obligations hereunder are contingent upon Purchase's receipt within one hundred twenty (120) days after Purchaser's attorney's receipt of notice that the contingency described in Section 7 below has been fulfilled (the "Approvals Period") of (i) site plan approval (the "Site Plan Approval") from the Town of Marlborough Planning Board for Purchaser's intended use of the Property as combined, warehouse and/or storage space based on Purchaser's architectural plans and (ii) one or more building permits (collectively, the "Building Permit" and, collectively with Site Plan Approval, the "Approvals") sufficient to allow Purchaser's intended renovations pursuant to the plans and specifications to submitted to the Town of Marlborough's building department. After receipt of the notice described in the preceding sentence, and after receipt of his architect's plans, Purchaser shall (a) make prompt application (but no later than 30 days after receipt of the notice described in the preceding sentence) to the appropriate board or department for the Approvals, (b) furnish accurate and complete information in support of such applications, (c) pay all fees and charges required in connection with such application, and (d) pursue such applications in good faith and with diligence. Purchaser shall bear all costs, fees and expenses in connection with application for the Approvals. If Purchaser has not procured either the Site Plan Approval or the Building Permit before the expiration of the Approvals Period, either party shall have the right, upon written notice given within three (3) business days following the expiration of the Approvals Period to terminate this Contract. In such event, the Deposit held by Escrow Agent shall be disbursed to Purchaser and any all rights and obligations of the parties hereto shall thereafter terminate except for any obligations that specifically and expressly survive termination of this Contract.

Nothing contained in this Contract shall be deemed a representation whatsoever as to the likelihood of success or approval of any application(s) for Site Approval and/or a Building Permit, it being understood that Purchaser must proceed with the usual mechanisms for seeking the approval of the Town of Marlborough planning board, zoning board of appeals or other Town department or board, as required by the Town of Marlborough Code and other applicable laws, codes, rules and regulations.

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(B) Notwithstanding anything to the contrary set forth herein, if the Approvals have not be granted by the Approvals Date and it is evident that Purchaser has not actively and diligently prepared, filed, and prosecuted applications for the Approvals or prepared and filed submissions required in connection therewith, Seller, upon the giving of notice of intent to terminate this Contract and upon the failure of Purchaser to actively and diligently prosecute applications for the Approvals and/or file submissions required in connection therewith within thirty (30) days of receipt of such notice, may terminate this Contract and retain the Deposit as liquidated damages.

6. Title Examination.

a. Promptly after the Effective Date defined below, Purchaser shall order a title commitment from a reputable title insurance company authorized to transact business in the State of New York (the "Title Commitment"). Within ten (10) days of receipt of the Title Commitment (the "Title Objection Notice Date"), Purchaser shall notify Seller in writing (the "Title Objection Notice") as to any title defects or other objections regarding the Property disclosed by the Title Commitment that Purchaser is not willing to accept (collectively, the "Title Objections"). The Title Objections may not include any of the "Permitted Exceptions" (as hereinafter defined). Notwithstanding the foregoing, and regardless of whether Purchaser delivers the foregoing notice, Seller shall comply with each and every requirement on Schedule B of the Title Commitment that applies to Seller's existence, good standing and authority to convey the Premises, and Seller agrees to remove any exceptions or encumbrances to title (i) which are voluntarily created by, under or through Seller after the Effective Date without Purchaser's consent and (ii) any liens for unpaid taxes, assessments and other charges which are due and payable, mechanics and materialmen's liens, judgment liens and any mortgages, deeds of trust and security interests encumbering any of the Property, all of which shall be deemed to be Title Objections without any need for Purchaser to give a Title Objection Notice or to mention them in a Title Objection Notice (collectively, the "Automatic Title Objections").

b. As used in this Contract, the term "Permitted Exceptions" means the following: (i) liens for taxes, assessments and governmental charges not yet due and payable or due and payable but not yet delinquent, if and to the extent apportionment of the same is made at Closing; and (ii) any exceptions (other than Automatic Title Objections) appearing in or on the Title Commitment or survey that Purchaser has not included in a Title Objection Notice given to Seller during the Due Diligence Period.

c. Within five (5) business days after receipt of the Title Objection Notice, Seller may either (i) elect to cure the Title Objection(s) prior to Closing or (ii) decline to cure some or all of such Title Objections. If Seller shall notify Purchaser that Seller declines to cure any such Title Objections, or if Seller elects to cure such Title Objections, but then fails or is unable to complete such cure within the time allowed, or if during such time period Seller delivers a notice to Purchaser that such Title Objections are not curable, then in any such event, Purchaser may, by notice to Seller delivered within five (5) business days after Purchaser receives notice that Seller declines to cure or is unable to cure any one or more Title Objections, either (x) terminate this Contract by giving the Seller notice of such termination; (y) cure such Title Objections at its own expense with no reduction in the Purchase Price; or (z) waive such Title Objections, with no

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reduction in the Purchase Price, and thereby agree to take title subject to such Title Objections, in which case all title matters objected to by Purchaser which were waived by Purchaser shall be deemed Permitted Exceptions hereunder. If Purchaser so elects to terminate this Contract, the Deposit shall be promptly refunded to Purchaser, and the parties hereto shall have no further obligations or liabilities to one another hereunder (except for obligations which by their terms survive the termination of this Contract). If Purchaser fails to notify the Seller of any survey or title defects or objections regarding the Property disclosed by the Title Commitment on or before the Title Objection Notice Date, Purchaser shall be deemed to have approved all matters relating to the title to the Property disclosed in the Title Commitment.

d. Notwithstanding anything in this Contract to the contrary, and notwithstanding any approval or consent given by Purchaser hereunder, Seller shall cause all Automatic Title Objections to be satisfied at or prior to the Closing and shall cause the title company to insure title to the Property as vested in Purchaser without any exception for Automatic Title Objections. Notwithstanding the foregoing, Seller shall not be required to commence any proceeding to deliver such title and, if a proceeding is required to be commenced to deliver such title, Seller shall have the right to terminate this Contract, return the Deposit to Purchaser, and reimburse the Purchaser for the costs of title examination as expressly provided in Section 18 below.

e. Seller shall not grant or impose any easements, conditions, restrictions or encumbrances affecting the Property, nor take any affirmative action to cause title to the Property to differ from the condition of title set forth in the Title Commitment and approved by Purchaser without Purchaser's consent, which consent shall not be unreasonably withheld, delayed or conditioned.

7. Permissive Referendum. The obligation of the Seller to close is contingent upon the fulfillment of the requirements for a permissive referendum pursuant to Article 7 of the Town Law. The Seller will exercise good faith efforts to comply with such requirements in a timely manner including, but not limited to, bringing to a vote a resolution to authorize the sale of the Property at the sooner to occur of (i) the next town board meeting following Seller's receipt of a copy of this Contract signed by Purchaser (the "Next Board Meeting") (so long as such meeting is not less than ten (10) days from the date of such receipt, in which case said resolution will be put to a vote pursuant to the following time frame) or (ii) the next town board meeting following such Next Board Meeting. In the event that a petition is timely brought pursuant to Town Law §91, a proposition for the approval of such act or resolution shall be submitted at either a special election to be held not less than sixty (60) nor more than seventy-five (75) days after the filing of such petition. This Contract shall be cancelled in the event that either (x) the resolution authorizing sale does not obtain the requisite number of votes or (y) in the event that a petition is timely brought pursuant to Town Law §91, a proposition authorizing such sale does not receive the required number of elector votes.

8. Closing. The Closing will take place at the offices of Van DeWater & Van DeWater, LLP, 85 Civic Center Plaza, Suite 101, Poughkeepsie, New York 12601, within fifteen (15) days of fulfillment of the Conditions Precedent described in sections 4, 5, 6 and 7 above (the "Closing Date").

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9. Use of purchase price to pay liens. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price payable by Purchaser at the time of Closing.

10. Deed and transfer taxes. At the Closing, Seller shall deliver to Purchaser a Bargain and Sale Deed with Covenant Against Grantor's Acts so as to convey a fee simple title to the Property free and clear of all encumbrances except as provided in this Contract. The deed shall be prepared, signed, and acknowledged by Seller. The sale of the Property is exempt from the payment of transfer tax. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

11. Adjustments of closing. The following are to be apportioned pro-rata as of midnight prior to the date of transfer:

- a) Taxes, water rates and sewer rents based on the fiscal period for which assessed;
and
- b) Fuel oil

To the extent that the apportionments and adjustments at the Closing are not based upon final figures or there are any errors or omissions in the calculation or determination thereof, promptly after notice of such final figures or errors or omissions (including the calculations used to arrive at the final figures, errors or omissions), the Parties shall readjust or reapportion and make the payment required as a result thereof. If either Party requests a determination of final figures, errors or omissions, the party in possession of the applicable books and records (including digital) shall within fifteen (15) calendar days after a request made by the other Party, provide the requesting Party with any documents (including electronic records) and information reasonably requested by the Party to enable the requesting Party to verify or calculate the final figures, errors or omissions. This clause shall survive the Closing for a period of ninety (90) days.

12. Water meter readings. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than five (5) business days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

13. Fire and Other Casualty. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

14. Condition of Property. Purchaser acknowledges that Purchaser has or will have the opportunity to inspect the buildings and improvements on the Property and the personal property included in this sale, if any. Purchaser agrees to take title "AS IS" and in their condition on the date hereof, subject to reasonable use and wear from the date hereof to the time of Closing. Seller shall be under no obligation to make any repairs or improvements to the Property, except as expressly provided herein.

15. Broker. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than Hudson Commercial Real Corp. and John J. Lease Realtors (the "Brokers") and Seller agrees to pay the Brokers the commission earned (pursuant to separate written

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agreements with the Brokers), if, as and when title is conveyed hereunder and the full consideration for such conveyance has been paid.

16. Purchaser's lien. The Deposit and the actual, reasonable expenses of title examination of the Property and of a new survey incurred by Purchaser, up to the maximum amount described in Section 19 below, are hereby made liens on the Property. Such liens shall not continue after default by Purchaser.

17. Notices. Any notice or other communication from one party to the other shall be in writing and sent by personal delivery, registered or certified mail and in a postpaid envelope addressed, by national recognized overnight courier service guarantying overnight delivery to the address set forth below, by facsimile transmission, or electronic mail. The address may be changed by a written notice to the other party.

SELLER:

Town of Marlborough
21 Milton Turnpike, Suite 200
Milton, New York 12547
Attention: Alphonso Lanzetta, Supervisor
Email address: alanzetta@marlboroughny.us
Fax No.:

WITH COPY TO:

Ronald C. Blass, Esq.
Van DeWater & Van DeWater, LLP
85 Civic Center Plaza, Suite 101
Poughkeepsie, New York 12601
Fax No.: 845-452-5848
Email address: rblass@vandewaterlaw.com

PURCHASER:

Donald A. DeLuca
35 Amsterdam Avenue
Glenmont, New York 12077
Fax No.:
Email address:

WITH COPY TO:

Jaime B. Thomas, Esq.
36 British American Boulevard
Suite 101
Latham, NY 12110
Fax No.:
Email address: jaime@jbthomaslaw.com

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18. Fire insurance. The Purchaser shall have the privilege of procuring his own fire insurance on the Property and no adjustment of unearned premium due the Seller will be required.

19. Survey/title search. In the event that a survey and/or title search conducted on behalf of the Purchaser discloses a condition or conditions which render the title herein uninsurable as a matter of law or within the specific provisions of this Contract, and the Seller, prior to the Closing Date, does not expressly agree to correct the condition or conditions resulting in said uninsurability, the reasonable cost of both the survey and the title examination, but in no event not to exceed \$1,000.00, together with the Deposit shall be promptly reimbursed and refunded by the Seller to the Purchaser and this Contract shall thereupon become null and void; in the event that the Seller shall fail to make the reimbursement and refund as herein provided, such amounts and the sum thereof shall be and hereby are made liens on the Property but such liens shall not inure to the benefit of nor continue after default by the Purchaser under this Contract. If Purchaser elects to obtain a survey, Purchaser will order the survey promptly after receipt of the notice described in section 5(A) above. This language works, but doesn't provide an opportunity for the buyer to address issues identified in the survey map. Within ten (10) days after receipt of the survey map (the "Survey Objection Notice Date"), Purchaser shall notify Seller in writing (the "Survey Objection Notice") as to any defects or other objections regarding the Property disclosed by the Survey that Purchaser is not willing to accept (collectively, the "Survey Objections").

20. Defaults and Remedies. If Purchaser defaults hereunder, Seller's may elect to receive and retain the Deposit as liquidated damages and as its sole remedy, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Deposit constitutes a fair and reasonable amount of damages under these circumstances and is not a penalty, or seek specific performance of this Contract. If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity including, but not limited to, specific performance.

21. Intentionally omitted

22. Seller's representations. Seller represents and warrants that to the best of its knowledge:

- a) Seller is the sole owner of the Property.
- b) Seller is not a "foreign person" as defined in Section 1441 of the Internal Revenue Code of 1986, as amended.
- c) There are no pending proceedings or appeals to correct or reduce the assessed valuation of the Property.
- d) Seller shall maintain property and liability insurance on the Property as it has in the past until the Closing Date and shall operate and maintain the Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the date hereof.

23. Offer. The foregoing is an offer by the Seller and will not be binding on Seller until it is fully executed by Seller.

August 27, 2018

24. Seller's Closing Obligations. At the Closing, Seller shall deliver the following to Purchaser:

- (a) A duly executed deed in the form described in paragraph 6 above, together with duly completed and executed Forms TP-584 and RP-5217.
- (b) Such affidavits as Purchaser's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name.
- (c) Possession of the Property in the condition required by this Contract, and keys therefor.
- (d) Any other documents required by this Contract to be delivered by Seller.

25. Miscellaneous. (a) All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither Party is relying upon statements made by anyone who is not a party to this Contract or which are not expressly set forth herein.

- (b) This Contract may not be changed or ended orally.
- (c) This Contract shall apply to and bind the successors and assigns of the Seller and Purchaser.
- (d) If there are more than one Purchaser and Seller, the words "Purchaser" and "Seller" used in this Contract includes them.
- (e) Each Party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Contract.
- (f) "Effective Date" shall mean the date on which this Contract has been fully executed by Seller and Purchaser, which shall be inserted at the top of page 1 hereof.
- (g) Purchaser shall have the right to assign this Contract to a corporation, limited liability company or other business entity in which Purchaser shall own a controlling interest

THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.
SIGNATURE LINES APPEAR ON THE NEXT PAGE.

August 27, 2018

In witness whereof, Seller and Purchaser have signed this Contract as of the date at the top of the first page of this Contract.

SELLER

TOWN OF MARLBOROUGH

By: _____
Name: Alphonso Lanzetta
Title: Supervisor

PURCHASER

 8/10/18
Donald A. DeLuca

August 27, 2018

SCHEDULE A

Property Description

11

August 27, 2018



Ulster County
Nina Postupack
County Clerk
Kingston, NY 12401

Instrument Number: 2005- 00030188
As
Recorded On: November 08, 2005 D01 - Deed
Parties: MARLBOROUGH TOWN VOLUNTEER AMBULANCE CORP
To
MARLBOROUGH TOWN Billable Pages: 3
Recorded By: TITLE SERVICE Num Of Pages: 3
Comment: MARLBOROUGH

**** Examined and Charged as Follows: ****

D01 - Deed	34.00	RP5217 - 165	165 00	Tax Affidavit TP 584	5.00
Recording Charge:	204.00				
	Amount	Consideration Amount	RS#/CS#	Basic	0.00
Tax-Transfer	0.00	0.00	2165	Additional	0.00
				Special Additional Transfer	0.00
Tax Charge:	0.00				

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County.

File Information:	Document Number: 2005- 00030188	Record and Return To:
	Receipt Number: 351930	RUSH WADLIN HEPPNER & MARTUSCELLO LLP
	Recorded Date/Time: November 08, 2005 02:12P	PO BOX 727
	Book-Vol/Pg: Bk-D VI-4170 Pg-257	MARLBORO NY 12542-0727
	Cashier / Station: g glei / Cashier Workstation 8	



Nina Postupack

Nina Postupack Acting County Clerk

August 27, 2018

Bargain and Sale Deed with Covenant against Grantor's Acts

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made this 2nd day of November, Two Thousand Five

BETWEEN TOWN OF MARLBOROUGH VOLUNTEER AMBULANCE CORPS, INC.
having its principal offices at Route 9W, Marlboro, Ulster County, New York

party of the first part, and

TOWN OF MARLBOROUGH, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at the Town Hall, 1650 Route 9W, Milton, Town of Marlborough, Ulster County, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the easterly side of Route 9W in the Town of Marlborough, Ulster County, New York, more particularly bounded and described as follows:

BEGINNING at a found New York State monument situate on the easterly side of Route 9W and said point being on the southerly line of lands of Fabbiano and running thence along the lands of said Fabbiano and through a stonewall S. 73° 05' 41" east 165.44 feet to a point in said stonewall; running thence still along the lands of Fabbiano S. 71° 57' 36" east 140.60 feet to a point and thence S. 65° 47' 21" east 194.66 feet to a found hub set in a wall corner; thence still along lands now or formerly of Fabbiano and a stonewall S. 30° 15' 29" west 296.79 feet to a pipe driven in said wall; thence through the lands of Francis G. Churchill N. 70° 46' 20" west 448.85 feet to a point on the easterly side of the New York State Highway Route 9W; thence along the easterly of said Route 9W N. 17° 11' 42" east 46.17 feet to a found New York State monument; thence still along said Route 9W N. 20° 55' 30" east 252.57 feet to the point or place of beginning. Containing 3.310 acres more or less.

EXCEPTING and RESERVING from the above described premises all that property heretofore taken by the State of New York for highway purposes.

SUBJECT to the rights heretofore granted to any public utility corporation under any recorded agreement.

BEING the same premises as conveyed by Francis G. Churchill to Town of Marlborough Volunteer Ambulance Corps, Inc. dated May 6, 1972, and filed May 15, 1972, in Liber 1278 of Deeds at page 86 in the Ulster County clerk's Office.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

TOWN OF MARLBOROUGH VOLUNTEER AMBULANCE CORPS, INC.

By:

Ralph D. Walters
Ralph D. Walters, Trustee

Curtis S. Fulton
Curtis S. Fulton, Trustee

Glenn Daniels
Glenn Daniels, Trustee

CHECKED ef oc

ENTERED ef

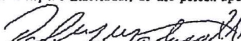
MARK/OFF _____

August 27, 2018

Page 3 of 3

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

On the 2nd day of November in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph J. Walters, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.


Notary Public

DANIEL M. MARTUSCELLO
NOTARY PUBLIC, State of New York
Qualified in Ulster County
Commission Expires Sept. 30, 2006

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

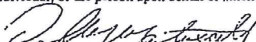
On the 2nd day of November in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Curtis S. Fulton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.


Notary Public

DANIEL M. MARTUSCELLO
NOTARY PUBLIC, State of New York
Qualified in Ulster County
Commission Expires Sept. 30, 2006

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

On the 2nd day of November in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Glean Daniels, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.


Notary Public

DANIEL M. MARTUSCELLO
NOTARY PUBLIC, State of New York
Qualified in Ulster County
Commission Expires Sept. 30, 2006

R & R to: Rusk, Wadilo, Heppner & Martuscello, LLP
1390 Route 9W, P.O. Box 727
Marlboro, New York 12542-0727

August 27, 2018

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D). Resolution #68 To re introduce a Local Law of the year 2018

Supervisor Lanzetta proposes the following:

Supervisor Lanzetta introduced the following proposed local law, to be known as Local Law No. --- of 2018, A LOCAL LAW OF THE TOWN OF MARLBOROUGH, ULSTER COUNTY, NEW YORK AMENDING THE ZONING MAP AND VARIOUS SECTIONS OF CHAPTER 155, ZONING, OF THE TOWN CODE REGARDING **(A)** CHANGE THE ZONING DISTRICT DESIGNATION OF 132 MILTON TURNPIKE (TAX PARCEL NUMBER 103.1-1-33.200) FROM THE R-1 DISTRICT TO THE R-Ag-1 DISTRICT; **(B)** CHANGE THE ZONING DISTRICT DESIGNATION OF A 2.99 ACRE PARCEL FRONTING ON MILTON TURNPIKE (TAX PARCEL NUMBER 103.1-1-33.100) FROM THE R-1 DISTRICT TO THE R-Ag-1 DISTRICT; **(C)** AMENDING SCHEDULE I OF CHAPTER 155 WITH RESPECT TO TAKING THE LESSER OF THE ALTERNATIVE MEANS OF MEASUREMENT OF HEIGHT AND MINIMUM LOT SIZE IN THE HD ZONE; **(D)** AMENDING SECTION 155-12(D)(2)(e) TO PROVIDE FOR A MAXIMUM OF TWO DWELLING UNITS OVER A GROUND FLOOR RETAIL COMMERCIAL USE FOR PARCELS WITH PUBLIC WATER AND PUBLIC SEWER; **(E)** AMENDING SECTION 155-12(D)(2) TO ADD A SUBSECTION (g) READING AS FOLLOWS: “FOR PARCELS WITH PUBLIC SEWER AND PUBLIC WATER, THERE MAY BE UP TO A MAXIMUM OF FOUR MULTI-FAMILY DWELLING UNITS ABOVE A GROUND FLOOR RETAIL COMMERCIAL USE; **(F)** AMENDING SECTION 155-12(D)(2) TO ADD A NEW SUBSECTION (h) READING AS FOLLOWS: “FOR PARCELS WITH PUBLIC SEWER AND

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PUBLIC WATER, THERE MAY BE UP TO A MAXIMUM OF FOUR MULTI-FAMILY DWELLING UNITS ABOVE A GROUND FLOOR RETAIL COMMERCIAL USE, AND THE UNITS MAY BE OF TWO-STORY DESIGN; (G) AMENDING SECTION 155-30 TO ADD A NEW SUBSECTION (3) TO REGULATE MULTI-FAMILY DWELLING UNITS IN THE C-1 DISTRICT; AND (H) REFERENCING THE ACTIVE AGRICULTURAL LAND SPECIAL SETBACK OF 75 FEET IN SECTION 155-52 WITHIN SCHEDULE I TO CHAPTER 155.

BE IT ENACTED by the Town Board of the Town of Marlborough that the Town Code is amended as follows:

Section 1. The Zoning Map established under Section 155-8 of the Town Code is amended to change the zoning district designation of the following 108.41 acre parcel located at 132 Milton Turnpike from R-1 to R-Ag-1: Tax Parcel Number 103.1-1-33.200.

Section 2. The Zoning Map established under Section 155-8 of the Town Code is amended to change the zoning district designation of the following 2.99 acre parcel located on Milton Turnpike from R-1 to R-Ag-1: Tax Parcel Number 103.1-1-33.100.

Section 3. Schedule I of Chapter 155 of the Town Code is amended to increase the maximum height in the HD zone from 35 feet to 45 feet, and to increase the maximum number of stories from 2 ½ to 4, whichever measurement of height is less. Schedule I shall have a new footnote 2 reading as follows: “For buildings in excess of 35 feet in height in the HD zone, there

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shall be a visual impact analysis prepared under SEQRA because the HD zone includes property within the Coastal Zone Boundary. Regarding the alternative means of measurement of height by feet or by number of stories, the lesser of the two alternatives shall apply.”

Section 4. Schedule I of Chapter 155 of the Town Code is amended to reduce the minimum lot area in the HD District for properties with public water and public sewer from 2 acres to 1.5 acres.

Section 5. Section 155-12(D)(2)(e) of the Town Code is amended to provide for a maximum of two dwelling units over a ground floor retail commercial use for parcels with public water and public sewer.

Section 6. Section 155-12(D)(2) of the Town Code is amended to add a subsection (g) reading as follows: “for parcels with public sewer and public water, there may be up to a maximum of four multi-family dwelling units above a ground floor retail commercial use.

Section 7. Section 155-12(D)(2) of the Town Code is amended to add a new subsection (h) reading as follows: “for parcels with public sewer and public water, there may be up to a maximum of four multi-family dwelling units above a ground floor retail commercial use, and the units may be of two-story design.

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Section 8. Section 155-30 of the Town Code is amended to add a new subsection (3) reading as follows:

(3) C-1 District.

- (a) Minimum lot area shall be 5,000 square feet.
- (b) Lots shall be served by and utilize public water and public sewer.
- (c) Setbacks for front yard shall be minimum 5 feet, each side yard may be zero feet, and rear yard shall be minimum 20 feet.
- (d) Notwithstanding the design standards in subsection B, maximum density shall be four dwelling units over a ground floor retail commercial use. The maximum number of four dwelling units may be of two-story design.
- (e) Notwithstanding other provisions found within Chapter 155, and notwithstanding design standards set forth within subsection B, adjacent buildings may be connected to provide multi-family dwellings over ground floor retail commercial uses in order to share infrastructure such as a common elevator or other common infrastructure, subject to Planning Board approval.
- (f) Extension of a public water or public sewer service area shall not burden an existing water or sewer district with any cost or debt associated with the extension.

Section 9. Schedule I of Chapter 155 of the Town Code shall have a new footnote 3 reading as follows: “Minimum setbacks are subject to Section 155-52 in R-Ag-1, R-1, and HD zones that are next to active agricultural lands in efforts to preserve and protect agricultural practices. This

August 27, 2018

minimum setback of 75 feet from the property line will supersede other minimum setbacks identified in Schedule I.”

Section 10. If any of this 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 law.

Section 11. This local law shall be effective upon filing with the Secretary of State.

Supervisor Lanzetta advised the Town Board that, pursuant to the Municipal Home Rule Law of the State of New York, it will be necessary to hold a public hearing upon this local law. He offered the following resolution which was seconded by Councilman Koenig, who moved its adoption:

WHEREAS, this local law was amended to comply with some of the recommendations of the Ulster County Planning Board’s recommendations issued on August 1, 2018. The law has been clarified to confirm the maximum number of dwelling units which may be placed atop ground floor commercial uses in the C-1 (up to 2 dwelling units in the C-1 and up to 4 multi-family units in C-1) zone in the event of the availability of public sewer and public water, with the availability of 2 story design for the 4 multi-family units. There is no place to add the density limitation to Schedule I of Chapter 155 without changing the function of that bulk and area schedule. There is no proposal to add residential uses to the HD zone. The alternative means of measuring height by number of stories has been modified to provide for the lesser of the two alternative means of measurement of height.

August 27, 2018

The Code Enforcement Officer requires the maintenance of the alternative measurement of height by number of stories. The Town Board overrides this recommendation of County Planning by super-majority vote introducing this version of the local law. Schedule I includes a footnote that structures greater than 35 feet in the HD zone shall be analyzed for potential visual impacts associated with being in the Coastal Zone area; and

WHEREAS, this version of the local law amending Chapter 155 replaces the earlier version introduced on July 9, 2018, and that earlier version is withdrawn; and

WHEREAS, Supervisor Lanzetta has introduced this local law for the Town of Marlborough, to be known as Local Law No.--- of 2018, amending various provisions of Chapter 155 as described within the title of this local law and within the following public hearing notice.

RESOLVED, that a public hearing be held in relation to the proposed changes as set forth in the form of notice, hereinafter provided, at which hearing parties in interest and citizens shall have an opportunity to be heard, to be held at the Town Hall facilities at 21 Milton Turnpike, Milton, New York on September 24, 2018, at 7o'clock p.m., Prevailing Time, and that notice of said meeting shall be published in the official newspaper of general circulation in the Town of Marlborough, by the Town Clerk, at least ten (10) days before such hearing and that such notice shall be in the same or similar following form:

August 27, 2018

NOTICE OF PUBLIC HEARING

TAKE NOTICE, that the Town Board of the Town of Marlborough will hold a public hearing at the Town Hall facilities at 21 Milton Turnpike, Milton, New York on September 24, 2018 at 7 o'clock, p.m., prevailing time, on proposed Local Law No. --- of the Year 2018 to **(a)** change the zoning district designation of 132 Milton Turnpike (Tax Parcel Number 103.1-1-33.200) from the R-1 District to the R-Ag-1 District; **(b)** change the zoning district designation of a 2.99 acre parcel fronting on Milton Turnpike (Tax Parcel Number 103.1-1-33.100) from the R-1 District to the R-Ag-1 District; **(c)** amending Schedule I of Chapter 155 with respect to maximum height to provide by footnote "2" for the lesser of the alternative means of measurement and minimum lot size in the HD zone, and providing for a visual impact analysis of buildings in excess of 35 feet in height; **(d)** amending Section 155-12(D)(2)(e) to provide for a maximum of two dwelling units over a ground floor retail commercial use for parcels with public water and public sewer; **(e)** amending Section 155-12(D)(2) to add a subsection (g) reading as follows: "for parcels with public sewer and public water, there may be up to a maximum of four multi-family dwelling units above a ground floor retail commercial use; **(f)** amending Section 155-12(D)(2) to add a new subsection (h) reading as follows: "for parcels with public sewer and public water, there may be up to a maximum of four multi-family dwelling units above a ground floor retail commercial use, and the units may be of two-story design; **(g)** amending Section 155-30 to add a new subsection (3) to regulate multi-family dwelling units in the C-1 District; and **(h)** referencing by a footnote "3" the active agricultural land special setback of 75 feet in Section 155-52 within Schedule I to Chapter 155.

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TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the office of the Clerk of the Town of Marlborough, 21 Milton Turnpike, Milton, New York, 12547 between the hours of 8:00 a.m. to 4:00 p.m. on all business days between the date of this notice and the date of the public hearing.

TAKE FURTHER NOTICE, that all person interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: Milton, New York
August 27, 2018

COLLEEN CORCORAN, TOWN CLERK

August 27, 2018

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
August 27, 2018

COLLEEN CORCORAN, TOWN CLERK