

FIRST MEETING OF THE MONTH
TOWN BOARD TOWN OF MARLBOROUGH
21 MILTON TURNPIKE, MILTON NY
SEPTEMBER 12, 2022 7:00 PM
MINUTES OF MEETING

Present: Supervisor Corcoran
Councilman Molinelli
Councilman Zambito
Councilwoman Sessa
Councilman Cauchi

Colleen Corcoran, Town Clerk

ITEM #1 Call to order - Pledge of Allegiance

ITEM #2 Moment of Silence

Supervisor Corcoran asked for a special moment of silence in memory of Frank DeMarco, John Nicklin, and Josephine Zunno and also for all first responders and those who lost their lives 21 years ago on 9/11.

ITEM #3 Motion to approve agenda

Supervisor Corcoran made a motion to amend the agenda to add Letter D) Bid for Baseball Fence at Park and Letter E) Bid for Blacktop at Park to ITEM #11 New Business. Motion seconded by Councilman Molinelli.

Yeas: 5 Nays: 0 Carried

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

Yeas: 5 Nays: 0 Carried

ITEM #4 Motion to approve the August 22, 2022 Town Board Meeting minutes

Councilman Cauchi made a motion to approve the August 22, 2022 Town Board Meeting minutes. Motion seconded by Councilman Molinelli.

Yeas: 5 Nays: 0 Carried

Motion to approve the August 22, 2022 Public Hearing-Chapter 155 minutes
Councilwoman Sessa made a motion to approve the August 22, 2022 Public Hearing-Chapter 155 minutes. Motion seconded by Councilman Cauchi.

Yeas: 5 Nays: 0 Carried

Motion to approve the August 22, 2022 Public Hearing-Chapter 134-2 minutes
Councilwoman Sessa made a motion to approve the August 22, 2022 Public Hearing-Chapter 134-2 minutes. Motion seconded by Councilman Molinelli.

Yeas: 5 Nays: 0 Carried

ITEM #5 Authorize payment of bills

Councilman Molinelli made a motion to authorize payment of the abstract in the amount of \$508,519.19. Motion seconded by Councilman Cauchi.

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 – SCOTT CORCORAN

Supervisor's Report September 2022

Attended the annual Senior Picnic hosted by the Marlboro/Milton Lions Club.

Attended the annual UNICO Tomato Contest dinner event at Benmarl Winery.

Met with Water Superintendent Charlie Muggeo, Highway Superintendent John Alonge and Councilman Zambito at Orange and Orchard Streets in the Hamlet of Marlboro to address a sewer and water hookup issue with a resident.

Met with Eric Dussault from American Cruise Line to discuss needed improvements at the Milton Landing Pier in preparation of their first docking on September 28th. Attendees were Gael Appler Jr., Councilman Zambito, John Alonge, Gary Lazaroff, Charlie Muggeo and Tom Corcoran.

Met with Travelers Insurance Fire investigators from Kinsley Fire Investigations at the Milton Landing North Pier with Deputy Supervisor Gael Appler Jr., Chief Cocozza and Building Inspector Tom Corcoran. They inspected the damage and took pictures to report back to the insurance company their assessment of the fire damage.

Met with Town Engineer Brandee Nelson and Gael Appler Jr. at the Milton Landing North Pier to inspect the pier after the fire damaged the North Pier. Mrs. Nelson will be sending her evaluation report to the insurance company on fire damage to the Pier.

Met with Phil Bell to go over the final contracts and schedule for the TOMVAC renovation project.

Met with Herb Litz from G.P.I. Engineering and Construction Services to discuss the preliminary service requested for the development of a conceptual plan for renovations at the Highway Dept. building at 1650 Rt. 9W.

Attended the Milton Engine Fire Company's annual lobster bake at the Milton Firehouse.

Met with Jeff Miller from Thomas O. Miller Company and Chief Cocozza to discuss the annual community day supplies needed for the event on September 17th. The event will be from 11am - 3pm at the Cluett Schantz Memorial Park. T.O. Miller will also donate the use of their cooler truck to have at the event to keep all the food refrigerated.

Held Police Dept. interviews for new candidates for part time officers with Councilman Molinelli.

Met with the Marlboro/Milton senior citizens group at the Presbyterian Church hall with Councilman Zambito. We answered many questions for the seniors on what is happening and what will be happening in the Town of Marlborough.

Held a County Gateway Meeting with the developers of the Dockside property, Leyton Properties. Attendees were: Dennis Doyle and Rob Leibowitz from Ulster County Planning, Mike Baden from Ulster County Planning Board, Steve Jennison and Bobby Troncillito from Town of Marlborough Planning Board, Town Attorney Jerry Comatos, Planning Board Engineer Pat Hines, John Reily from NYS DOT and Scott Leyton and Ron Cypers from Leyton Properties.

Met with Bob Pollock, Mike McCormack and Bob Wilson to discuss the timeline and construction of the Milton Hamlet project by Mr. Pollock.

Met with all department heads of the Town to discuss what we have accomplished to date and what projects need to be completed by year's end. We also had conversations about budget time and that each Dept. head should be prepared by September 15th to start budget discussions.

Respectfully submitted,

Scott Corcoran

Supervisor- Town of Marlborough

B) BUILDING INSPECTOR - THOMAS CORCORAN

**THOMAS CORCORAN - BUILDING INSPECTOR
MONTHLY REPORT - BUILDING DEPARTMENT
MONTH OF: AUGUST 2022**

CERTIFICATE OF OCCUPANCY	4	STOP WORK ORDER	0
REQUEST FOR INFORMATION	18	ZBA APPLICATION	0
TRAILER PARK RENEWALS	1	ORDER TO REMEDY	12
BUILDING EXTENSIONS	11	COMPLAINTS	31
FIRE INSPECTIONS	8	BURN PERMITS ISSUED	4
FIRE CALLS	0	CLOTHING BIN RENEWALS	0
TOTAL MILEAGE	1650	TOTAL GAS USAGE	117

BUILDING PERMITS

ADDITION / RENOVATION	4	POOL / HOT TUB	5
BARN	1	ROOF	3
BURNING	4	SHED	4
CARPORT / GARAGE	1	SIGNS	0
DECK/STAIRS	2	SINGLE FAMILY	3
DEMOLITION	2	SOLAR PANELS	4
ELECTRICAL / HVAC	4	TANK INSTALL / REMOVAL	3
FURNACE / BOILER	0	WIRELESS COMMUNICATION	0
GENERATOR	1	WOOD / PELLET STOVE	0
TOTAL PERMITS	41	EST. COST OF BUILDINGS	\$1,142,729.00

FEES COLLECTED

CERTIFICATE OF OCCUPANCY	\$600.00
PERMIT EXTENSIONS	\$3,983.20
BUILDING PERMITS	\$9,265.22
REQUEST FOR INFORMATION	\$3,600.00
TOTAL BUILDING FEES	\$17,448.42
FIRE INSPECTIONS	\$550.00
TRAILER PARK RENEWALS	\$200.00
TOTAL FIRE FEES	\$750.00
BURNING FEES	\$15.00
ZBA APPLICATIONS	\$0.00
ZBA ESCROW	\$0.00
TOTAL FEES	\$18,213.42

C) POLICE CHIEF - GERALD COCOZZA

Police Department
Town of Marlborough

MEMORANDUM

To: Town Board of the Town of Marlborough
From: Chief Cocozza
Date: September 12, 2022
Subject: Activity Summary for the Month of August 2022



Following is a summary of the activity of the Police Department for the month of August 2022

<u>MOTOR VEHICLE ACCIDENT</u>	August 22	Yr. Date 22	August 21	Yr. Date 21
Personal injury	1	39	2	24
Fatal	0	0	0	0
Property Damage	18	134	15	127
Total	19	173	17	151

<u>SUMMONSES ISSUED</u>	August 22	Yr. Date 22	August 21	Yr. Date 21
Vehicle and Traffic	59	721	90	537
Parking	0	10	1	8

<u>COMPLAINT ACTIVITY</u>	August 22	Yr. Date 22	August 21	Yr. Date 21
Total Blotter Entries	942	10086	1811	12621
Total Arrests	16	129	32	132

<u>TOTAL TELEPHONE CALLS</u>	August 22	Yr. Date 22	August 21	Yr. Date 21
	1756	15012	1815	14967

POLICE DEPARTMENT OVERTIME HOURS payroll 17 & 18

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 Grant O/T	(see attached)	(see attached)
Full Time Dispatchers Overtime	0 (\$ 8	4 (\$164) 12
Part Time Dispatchers Overtime	0 (\$ 169	0 (\$) 104

<u>Police Mileage</u>	14812	79189	13328	90109
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Police Department
Town of Marlborough



MEMORANDUM

Activity Summary for the month of August 2022

Page 2.

Police Department Payroll 17 & 18 Regular Hours

	August 22	Yr. Date	August 21	Yr. Date
Full Time Police Officer	1120	9065	1148	7378
Part Time Police Officer	929	8661.25	741.5	7035.75
Full Time Dispatcher	80	1124	320	2400
Part Time Dispatcher	552	5561.25	443	2557.5
Traffic Officer	6	383	0	250

Police Department Fuel Consumption

Police	7247.93	1133.799	8033.84
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Use of Force

0-use of force	YTD 0 - use of force	0- deer	YTD 5-deer
0-deer	YTD 6 - deer	0- Hands	YTD 2-hands
0 - Animal	YTD 1 - animal	0- Use of force	YTD 1-use of force
0- Hands	YTD 3 - hands		
0-Taser	YTD 2- Taser		

Civilian Complaints 0

Civilian Complaints 0



Incident Breakdown By Month Report



Print Date/Time: 09/08/2022 12:27
Login ID: jvanamburgh.marpd
Year: 2022

Marlborough Town Police Department
ORI Number: NY0555800
Incident Type: All

Incident Type	January	February	March	April	May	June	July	August	September	October	November	December	Yearly Totals
7 Digit Call	4	4	3	6	3	6	5	3	0	0	0	0	34
911 Abandoned	1	1	2	5	2	1	1	2	1	0	0	0	16
911 Miscal	0	2	3	2	2	1	0	0	0	0	0	0	10
911 No Voice Call	2	1	0	0	0	0	5	3	0	0	0	0	11
911 Prank Call	0	0	0	0	0	0	0	1	0	0	0	0	1
Abandoned	0	0	0	0	0	0	1	33.3	0	0	0	0	3
Accident Personal	8	2	6	2	2	12	6	1	2.6	0	0	0	39
Accident Property	26	13	24	14	18	15	16	18	5	3.4	0	0	149
Alarm Burglary	16	20	22	19	25	28	20	28	3	1.7	0	0	181
Alarm Panic	1	1	1	0	2	2	18.2	1	9.1	1	0	0	11
Animal	4	7	10	7	9	18	24	10	3	0	0	0	92
Assault	0	1	0	0	0	0	0	0	0	0	0	0	1
Assist EMS	70	58	63	59	65	78	66	90	17	3.0	0	0	566
Assist Fire	18	17	12	19	9	10	12	19	5	4.1	0	0	121
Assist Other	2	3	5	4	6	4	12.9	1	3.2	0	0	0	31
ATV Complaint	0	2	0	4	2	15.4	3	0	0	0	0	0	13
BOLO	1	0	0	1	0	0	0	0	0	0	0	0	2
Bomb Threat	1	0	0	0	0	0	0	0	0	0	0	0	1
Burglary	0	1	1	2	3	0	1	2	1	0	0	0	11
Civil Matter	0	2	1	5	2	27.8	2	11.1	5.6	0	0	0	18
Criminal Mischief	4	1	3.2	1	0	7	22.6	2	6.5	1	3.2	0	31
Custody Dispute	0	1	0	0	0	0	0	0	0	0	0	0	2
Disabled Vehicle	3	5	3	5	3	10.7	4	2	7.1	0	0	0	28
Disorderly	0	0	0	0	0	1	14.3	2	0	0	0	0	7
Dispute	6	7	11	2	2	11	7	6	3	4.1	0	0	74
Domestic Dispute	9	9	7	9	10	6	14	9	0	0	0	0	73



Incident Breakdown By Month Report



Print Date/Time: 09/08/2022 12:27
Login ID: jvanamburgh.marfpd
Year: 2022

Marlborough Town Police Department
ORI Number: NY0555800
Incident Type: All

Incident Type	January	February	March	April	May	June	July	August	September	October	November	December	Yearly
	#	#	#	#	#	#	#	#	#	#	#	#	Totals
	%	%	%	%	%	%	%	%	%	%	%	%	
Drug Offense	0	0	0	0	1	0	0	0	0	0	0	0	1
Erratic Vehicle	7	5	11	14	12	18	14	7	1	0	0	0	89
Error	1	33.3	1	0	0	0	0	0	0	0	0	0	3
Eviction	0	0	0	1	0	0	0	0	0	0	0	0	1
Fight	4	0	2	0	0	0	0	0	0	0	0	0	8
Fire Alarm	0	0	0	0	0	0	0	0	0	0	0	0	1
Fireworks	0	0	0	0	0	3	4	1	0	0	0	0	8
Follow Up	0	0	0	0	0	1	0	0	0	0	0	0	1
Foot Patrol	0	0	1	0	0	0	0	0	0	0	0	0	3
Fraud	6	3	2	1	3	3	1	4	4	0	0	0	24
Harassment	2	8	2	3	2	4	6	6	1	0	0	0	34
Identity Theft	0	0	0	0	0	0	0	2	0	0	0	0	3
Information	5	6	4	7	6	9	6	4	0	0	0	0	47
Juvenile	0	0	0	1	0	0	0	1	25.0	0	0	0	4
Larceny	2	5.3	4	2	5.3	8	21.1	1	25.0	0	0	0	38
Local Law	0	0	0	0	0	0	0	0	0	0	0	0	1
Lock Out	4	7.1	7	6	7	3	6	6	10.7	2	0	0	56
Lost or Missing	1	25.0	2	0	1	0	0	0	0	0	0	0	4
Menacing	0	0	0	0	0	1	0	0	0	0	0	0	1
Mental Health Law	1	14.3	2	0	0	1	1	0	2	0	0	0	7
New Call	1	16.7	0	1	0	0	1	2	33.3	0	0	0	6
Noise Complaint	0	0	0	5	7	4	6	1	3.4	2	0	0	29
Officer Needs	0	0	0	0	0	0	0	0	1	0	0	0	1
Open Door	1	16.7	2	0	0	0	2	1	16.7	0	0	0	6
Police Public	4	7.3	6	13	9	6	7	3	5.5	1	0	0	55
Police Station	5	20.0	5	1	0	2	5	6	0	0	0	0	25



Incident Breakdown By Month Report



Print Date/Time: 09/09/2022 12:27
Login ID: jvanamburgh.maripd
Year: 2022

Marlborough Town Police Department
ORI Number: NY0555800
Incident Type: All

Incident Type	January	February	March	April	May	June	July	August	September	October	November	December	Yearly												
Property Check	1059	16.2	917	14.0	1091	16.7	859	13.1	689	10.5	653	10.0	612	9.3	519	7.9	149	2.3	0	0.0	0	0.0	0	0.0	6547
Property Found	0	0.0	2	18.2	0	0.0	1	9.1	3	27.3	2	18.2	1	9.1	1	9.1	1	9.1	0	0.0	0	0.0	0	0.0	27
Property Lost	2	7.4	2	7.4	5	18.5	8	29.6	1	3.7	3	11.1	3	11.1	3	11.1	0	0.0	0	0.0	0	0.0	0	0.0	11
Property Retrieval	0	0.0	0	0.0	2	25.0	2	25.0	0	0.0	1	12.5	2	25.0	1	12.5	0	0.0	0	0.0	0	0.0	0	0.0	8
Psychiatric	0	0.0	3	13.6	5	22.7	2	9.1	4	18.2	2	9.1	4	18.2	2	9.1	0	0.0	0	0.0	0	0.0	0	0.0	22
Public Safety	1	100.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1
Road Hazard	5	8.2	11	16.0	6	9.8	4	6.6	8	13.1	10	16.4	10	16.4	4	6.6	3	4.9	0	0.0	0	0.0	0	0.0	61
School Check	107	14.8	84	11.6	105	14.5	68	9.4	85	11.8	91	12.6	94	13.0	78	10.8	11	1.5	0	0.0	0	0.0	0	0.0	723
School Incident	0	0.0	2	14.3	5	35.7	1	7.1	4	28.6	1	7.1	0	0.0	0	0.0	1	7.1	0	0.0	0	0.0	0	0.0	14
Serve Papers	2	12.5	4	25.0	1	6.3	1	6.3	4	25.0	0	0.0	4	25.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	16
Sex Offense	0	0.0	0	0.0	0	0.0	1	33.3	2	66.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	3
Shots Fired	0	0.0	1	11.1	1	11.1	1	11.1	3	33.3	2	22.2	0	0.0	1	11.1	0	0.0	0	0.0	0	0.0	0	0.0	9
Special Detail	0	0.0	1	6.7	0	0.0	3	20.0	4	26.7	2	13.3	3	20.0	0	0.0	2	13.3	0	0.0	0	0.0	0	0.0	15
Suicide or	0	0.0	1	100.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1
Suspicious	11	8.6	9	7.0	10	7.8	14	10.9	20	15.6	17	13.3	21	16.4	19	14.8	7	5.5	0	0.0	0	0.0	0	0.0	128
Traffic Complaint/	3	4.1	13	17.8	11	15.1	4	5.5	16	21.9	7	9.6	16	21.9	3	4.1	0	0.0	0	0.0	0	0.0	0	0.0	73
Traffic Stop	44	8.4	56	10.7	80	15.3	109	20.8	77	14.7	53	10.1	59	11.3	38	7.3	7	1.3	0	0.0	0	0.0	0	0.0	523
Trespass	1	11.1	1	11.1	3	33.3	2	22.2	0	0.0	1	11.1	0	0.0	1	11.1	0	0.0	0	0.0	0	0.0	0	0.0	9
Unknown Police	1	20.0	0	0.0	0	0.0	1	20.0	0	0.0	0	0.0	1	20.0	2	40.0	0	0.0	0	0.0	0	0.0	0	0.0	5
Unwanted Subject	0	0.0	0	0.0	0	0.0	1	20.0	0	0.0	1	20.0	2	40.0	1	20.0	0	0.0	0	0.0	0	0.0	0	0.0	5
Vehicle and Traffic	0	0.0	0	0.0	0	0.0	1	33.3	0	0.0	0	0.0	1	33.3	1	33.3	0	0.0	0	0.0	0	0.0	0	0.0	3
Vehicle	2	22.2	0	0.0	1	11.1	0	0.0	1	11.1	3	33.3	1	11.1	1	11.1	0	0.0	0	0.0	0	0.0	0	0.0	9
Warrant Execution	0	0.0	0	0.0	0	0.0	1	50.0	1	50.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2
Welfare Check	13	9.8	20	15.2	14	10.6	21	15.9	11	8.3	17	12.9	17	12.9	15	11.4	4	3.0	0	0.0	0	0.0	0	0.0	132
Total:	1471	14.2	1336	13.0	1568	15.2	1336	12.9	1164	11.3	1141	11.0	1126	10.9	942	9.1	243	2.4	0	0.0	0	0.0	0	0.0	10325

Police Officer Overtime (these figures are not exact and are intended for budget use and tracking)
 Figures are up to date of last payroll

Line Item	Yr. to Date	Budgeted	remaining	% utilized
Admin	\$1,076	\$3,162	\$2,086	34%
DARE	\$685	\$4,110	\$3,425	17%
F/T Court	\$310	\$2,984	\$2,674	10%
F/T Holiday *	\$9,761	\$37,311	\$30,550	18%
F/T Investigations	\$1,839	\$8,086	\$6,247	23%
F/T Shift Cover	\$22,319	\$17,797	(\$4,522)	125%
F/T Training	\$0	\$6,133	\$6,133	0%
P/T Court	\$459	\$4,457	\$3,998	10%
P/T Holiday *	\$11,563	\$12,228	\$665	95%
P/T Investigations	\$2,901	\$6,980	\$4,079	42%
P/T Shift Cover	\$15,687	\$16,238	\$551	97%
P/T Training	\$0	\$6,576	\$6,576	0%
F/T Firearms training & taser	\$2,219	\$5,247	\$3,028	42%
P/T Firearms training & Taser	\$4,317	\$7,076	\$2,759	61%
FT Special detail	\$1,746	\$9,762	\$8,016	18%
PT Special Detail	\$4,279	\$12,201	\$7,922	35%
Total	\$76,161	\$160,348	\$84,187	47%
*Holiday	\$18,324	\$49,539	\$31,215	37%

Police Officer Grant Overtime (these figures are not exact and are intended for budget tracking only)
 Figures are up to date of last payroll

<u>Line Item</u>	<u>Yr. to Date</u>	<u>Budgeted</u>	<u>remaining</u>	<u>% utilized</u>
<u>Grant Funds</u>				
BUNY (buckle up NY)	\$1,836	\$2,000	\$164	92%
DWI (driving while intoxicated)	\$533	\$2,500	\$1,967	21%
PTS (police traffic services)	\$1,552	\$3,500	\$1,948	44%

Chief Cocozza added that the fuel consumption is not on the report because they were doing a server upgrade. They are over budget on fuel and the officers are trying to cut back. He reminded the public that Community Day is September 17, 2022; he explained what events will be there. He also added that the department just obtained a 2022 Dodge Ram through a \$50,000.00 grant from the senator. Lastly, the state recognized the town for its efforts to control DWI and donated a breath alcohol testing instrument. He commended Officer Merrick for his efforts with DWI patrol.

D) HIGHWAY SUPERINTENDENT – JOHN ALONGE

SUPERINTENDENT OF HIGHWAYS

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



John Alonge
Highway Superintendent

Phone: 845-795-2272 x 6
Fax: 845-795-6037
Cell: 845-849-5549

Supervisor Corcoran
Town Clerk Colleen Corcoran
Town Board Members

Monthly Report for August 2022

This month we black topped swales on Highland Ave. and Breezy Heights. Also, repairs were made to the swale on Dock Rd. Marlboro, along with replacing 40' of driveway pipe at the sewer plant.

We spent 3 days completing the application of topsoil and millings along the shoulders of the newly paved roads.

We installed 240' x 15" and 20' x 12" ADS pipe on the South St. Extension along with 3 new catch basins. We replaced 430' x 15" ADS pipe on the lower part of Bingham Rd. along with 3 catch basins.

On 8/8 and 8/9 we installed new electric service and new water fountains in both Long Pond and Round Pond. We also worked on several projects in the parks as requested by Supervisor Corcoran.

On 8/12 and 8/31 we assisted the Water Department with water main breaks on Hudson Terrace and South St. We also assisted with installing new water taps on Grand St. and Ridge Rd.

Our mower was out finishing up the mowing for the season in both hamlets. On 8/16 and 8/17 we sent a man to the Town of Ulster with our flail mower to assist them with their mowing project.

Fuel Usage: Gas: 72.403 gal. Diesel: 1,251.959 gal.

Respectfully submitted,


John Alonge,
Highway Superintendent

JA/cm

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: 9/12/2022

**TO: SUPERVISOR SCOTT CORCORAN
TOWN BOARD MEMBERS
TOWN CLERK**

RE: MONTHLY REPORT FOR AUGUST

Water consumption totaled 18,319 million gallons, which is a daily usage of 590,935. Compared to last month 18,308 million gallons, which is a daily usage of 590,580. Compared to a year ago water consumption was 16,987 million gallons for the month, which is a daily usage of 548,290.

SUMMARY FOR THE MONTH

BILLING: Bills went out in the beginning of the month. If there are any problems, feel free to give us a call.

CURB BOXES: We had to repair 2 curb boxes on Reservoir Rd.

HYDRANTS: We had to rebuild a hydrant on North Rd.

RESERVOIR: We had to mow the reservoir and clean up all of the garbage.

SERVICE LINES: Two service lines had to be repaired, one on Jackson Ave. and one on White Street. We also performed new water service taps on South St. and Lyons Ln with the help of the Highway Dept. We had to turn off an abandon one inch service line that was leaking on Hudson Terrace.

TOWN PARK: We helped the Highway Dept. with installing the aerators at the park.

WATER MAINS: We had to repair an 8 inch water main on Hudson Terrace with the help of the Highway Dept.

SEWER LINE INSPECTIONS: 2
SERVICE LINE INSPECTIONS: 2
CLOSINGS: 6
MARKOUTS: 50
Gallons of Gas: 250
Gallons of Diesel: 35
Mileage for the month: 1,680

F) TOWN CLERK - COLLEEN CORCORAN

09/01/2022

Town Clerk Monthly Report Monthly Report August 01, 2022 - August 31, 2022

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Account Description	Fee Description	Account#	Qty	Local Share
building Dept/ Burn permits	Burn Permits	00-2110	1	70.00
			Sub-Total:	\$70.00
Conservation	Conservation	A1255	13	70.99
			Sub-Total:	\$70.99
Dog Licensing	Female, Spayed	A2544	4	20.00
Dog Licensing	Male, Neutered	A2544	10	50.00
Dog Licensing	Male, Unneutered	A2544	2	20.00
			Sub-Total:	\$90.00
General Fund	Water Service	2144SW	1	1,500.00
			Sub-Total:	\$1,500.00
LANDFILL FEES	T/s Punch Cards	00-2130	22	1,100.00
			Sub-Total:	\$1,100.00
Marriage Lic.	MARRIAGE LICENSE FEE	00-1255	6	105.00
			Sub-Total:	\$105.00
Misc Fees	Building Fees\Building Dept	00-2110	1	18,828.07
Misc Fees	Fire Fees/Building Dept	00-2110	1	365.00
Misc Fees	YRP Camp	00-2025	1	300.00
			Sub-Total:	\$19,493.07
MISC. FEES	Accident Reports	00-1255	10	50.00
MISC. FEES	Burgular Permits	00-2590	1	20.00
MISC. FEES	Certified Copies	00-1255	6	140.00
MISC. FEES	Foi Requests	00-1255	2	7.25
MISC. FEES	Park Fees	00-2001	3	900.00
MISC. FEES	Peddler's License	00-2590	1	250.00
			Sub-Total:	\$1,367.25
Total Local Shares Remitted:				\$23,796.31
Amount paid to:	NYS Ag. & Markets for spay/neuter program			20.00
Amount paid to:	NYS Environmental Conservation			1,216.01
Amount paid to:	State Health Dept. For Marriage Licenses			135.00
Total State, County & Local Revenues:				\$25,167.32
Total Non-Local Revenues:				\$1,371.01

To the Supervisor:

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

Supervisor	Date	Town Clerk	Date
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Colleen Corcoran reminded the residents that she only collects property taxes; school taxes are due at this time and the school tax collector can be reached at 845-236-5800.

G) WASTEWATER TREATMENT FACILITY- JULIAN FALCO

Water Quality Management, Inc.
P.O. Box 655
Marlboro, NY 12542

September 9, 2022

For the month of August 2022, both the Marlboro and Milton Wastewater Treatment Plants complied with all of the SPDES requirements. The following are monthly statistics for both plants;

Marlboro WWTP

- Average Daily Flow = **76,000** gallons per day.
 - (About **43%** of design capacity.)
- Average BOD removal = **99%**
- Average Suspended Solids removal = **93%**

Milton WWTP

- Average Daily flow = **27,000** gallons per day.
 - (About 49% of design capacity)
- Average BOD removal = **99%**
- Average Suspended Solids removal = **99%**

Both the Marlboro and Milton treatment plants operated normally during the month of August without any major changes or events. The results for mercury at Marlboro were 1.2 ng/L. I believe we will not have any issues with meeting the 50 ng/l limit in the future. During this month the DEC conducted their annual inspection for both treatment plants. There were no issues during either inspections but I have yet to receive their official report. We are still waiting on Fleet Pump & Service for our EQ pump at Milton. They have reached out to apologize and are just waiting on replacement parts from the manufacturer. Overall, both wastewater treatment plants are in good working order but are getting older. If you need any additional information, please do not hesitate to contact me.

Thank you,
Julian Falco
Water Quality Management, Inc.

H) DOG CONTROL OFFICER - ANDREW MCKEE

21 Milton Turnpike
Marlborough, New York, 12547

Town of Marlborough Dog Control

Andrew McKee-Dog Control Officer Bethany Wager-McKee Deputy Dog Control Officer

Monday, September 5, 2022 August 2022 Monthly Report

Monthly Report – 8/1/2022 through 8/31/2022

Overview:

We received a total of 21 calls this month including 4 calls to service from the New York State Police and Ulster County Sherriff.

Responded to 4 active complaints and/or cases which are now closed or resolved

We currently have 2 open case or complaint.

We Impounded 2 dogs this month.

no appearance tickets were issued this month

There were no dog bites reported this month

We have no Dangerous Dog cases in progress in the Marlborough Justice Court

If you own a dog, I strongly recommend that you invest time to learn basic first aid and common medical emergencies for dogs. Also, know who you can contact for a medical emergency. Put this number on your phone and know where your closest emergency care facility is.

End of report.

I) ASSESSOR - CINDY HILBERT
No report.

J) PLANNING - CHRIS BRAND

Town of Marlborough

Planning Board Review August 2022

August 2022 Financial Report	
August 2022 Application Fees	\$600
August 2022 Escrow Fees	\$8,139.80
August 2022 Recreation Fees	\$4,000
August 2022 Invoices	\$10,312.56

Meeting: August 1, 2022

ATTENDEES

Chris Brand, Steve Clarke, Cindy Lanzetta, Joe Lofaro, Bob Troncillito, James Garofalo, Steve Jennison

AGENDA

Bayside, 18 Birdsall Ave., Marlboro: Public Hearing, Site Plan

- The Public Hearing was opened with a brief presentation from the applicant's blasting firm. Many neighboring residents expressed their concern over the proposed blasting. The Board agreed to require the applicant to provide pre and post blast surveys of surrounding properties to be completed by an independent, third party contractor. The applicant will return for a vote of approval to be prepared by Attorney Jeff Battisoni in accordance with the concerns raised at the Public Hearing. The Public Hearing was closed.

Corrado Subdivision, Burma Road, Marlboro: Final, Subdivision

- The Board approved a SEQRA Negative Declaration and Notice of Determination of Non-Significance as well as a Resolution of approval for the applicant. The Board also approved \$2,000 in Recreation Fees.

Top Seed Landscape, 1943 Route 9W, Milton: Sketch, Site Plan

- The applicant was asked to clarify his proposed Site Plan, including a complete narrative of use, landscaping plans, NYSDOT Approvals, and Lighting Details. The Project is required to be reviewed by Ulster County Planning.

River Vista Drive/Kris Korner, 9 River Vista Drive, Marlboro: Sketch, Lot Line

- The applicant submitted legal documentation of the created landlocked parcel which will require additional review from the Board's Attorney. Discussions regarding Private Road specifications, driveway length, and ongoing legal review of this unique application were discussed. A Public Hearing was scheduled for September 19, 2022. The Board also agreed to have the attorney draft a Resolution of Approval for the same meeting, barring any substantial input from the public.

Romar Farms, James Street, Marlboro: Sketch, Lot Line

- The applicant proposed a lot line change which qualifies for the streamlined approval process. The Board agreed to have the attorney draft a Resolution of Approval for the next meeting.

*****Discussion without Engineer, Lawyer, or Stenographer*****

- The Board was provided with an update from Members Lanzetta and Garafolo who attended the last meeting of the Town Board and discussed proposed changes to the Town's STR and B&B laws.

NEXT Deadline

Friday, August 5, 2022

NEXT Scheduled Meeting

Monday, August 15, 2022

Meeting: August 15, 2022

ATTENDEES

Chris Brand, Steve Clarke, Joe Lofaro, Bob Troncillito, James Garofalo, Steve Jennison

AGENDA

Approval of Stenographic Minutes for 7/18/2022

Approval for the above minutes was granted unanimously.

Lighthouse Holdings, 131 Idlewild Rd., Marlboro: Public Hearing, Site Plan

- The Public Hearing was opened and closed. Questions regarding the Site's previous approval and the conditions adopted at that time were discussed. The Board will complete additional research to clarify. Ulster County Health Department approval for septic must be provided. Town of Marlborough Highway Superintendent comments regarding driveway location must be received. The Board agreed to have the attorney draft a Resolution of Approval for the next meeting.

Jeff Aldrich, 132 Milton Turnpike, Public Hearing, Site Plan

- The Public Hearing was opened and closed with limited input from the public. The Board agreed to have the attorney draft a Resolution of Approval for the next meeting,

Romar Farms, James Street, Marlboro: Final, Lot Line

- The applicant received approval via resolution in a unanimous vote.

Bayside, 18 Birdsall Ave., Marlboro: Preliminary, Site Plan

- The applicant was required to provide an updated SWPP to mitigate dust on site. Maps depicting blasting areas should be received and reviewed by the Board's Engineer. The Board also directed the applicant to provide an additional third party to complete post blast surveys after information regarding the current pre blast survey company revealed a lack of transparency and independence. The Board approved a SEQRA Negative Declaration and Notice of Determination of Non-Significance as well as a Resolution of approval for the applicant by votes of 4-2 on each.

NEXT Deadline

Friday, August 19, 2022

NEXT Scheduled Meeting

Monday, September 5, 2022

Respectfully Submitted,

Chris Brand, Chairman, Town of Marlborough Planning Board

ITEM #9 Report of Committees

A) RECREATION COMMITTEE

Councilwoman Sessa stated that Trunk or Treat will be on October 29th in the park. Supervisor Corcoran added that the committee decided to switch off each year between Marlboro and Milton for Trunk or Treat.

B) EMERGENCY MANAGEMENT PREPAREDNESS COMMITTEE

Supervisor Corcoran reported that they had to reschedule the meeting with the county to finalize the plan.

C) CONSERVATION ADVISORY COMMITTEE

No report.

D) IT COMMITTEE

Supervisor Corcoran reported that Danny Brooks should be giving security recommendations that they will need to budget for.

E) MILTON TRAIN STATION FOUNDATION

No report.

F) MILTON LANDING CITIZENS COMMITTEE

No report.

G) MARLBORO HAMLET ECONOMIC DEVELOPMENT COMMITTEE

No report.

H) MEET ME IN MARLBOROUGH

Supervisor Corcoran reported that Bounty Fest will be October 1, 2022.

I) HAMLET OF MILTON ASSOCIATION COMMITTEE

No report.

J) TRANSFER STATION REVIEW COMMITTEE

Supervisor Corcoran stated that they are trying to coordinate the removal of another load of tires before the end of the year.

ITEM #10 Old Business

A) Tomvac Rehabilitation Update

Supervisor Corcoran stated that the bid winner, WND Construction, will begin construction once they submit their schedule.

ITEM #11 New Business

A) Agreement with GPI-Design Services at 1650 Route 9W

Supervisor Corcoran explained that the building at 1650 Route 9W needs major repairs/renovating. GPI provided a preliminary engineering and design report so the town can begin to go after grants. He explained that town had cut the engineering budget down to \$5,000.00. The county sent an additional (1% sales tax) check for over \$69,000.00 for which he proposed can be used for these plans plus the \$5,000.00 that is already budgeted.

Councilman Cauchi asked the Supervisor when the grants mature.

Supervisor Corcoran explained that it generally takes about 2 years to get the funds from a grant. Once the grant is approved and all paperwork is submitted the town can start sending in acquisitions and it

then takes about 30 days to get the money. The grant money is usually good for about 5-7 years; extensions may be granted. He added that he is looking for a member item from the senator but an engineering plan is needed to do so; the project needs to be shovel ready.

Councilwoman Sessa asked if it is allowed to have the engineers bid on the project.

Supervisor Corcoran said they could; the town has three.

Councilman Molinelli gave his opinion that the number is high.

Supervisor Corcoran made a motion to authorize the Supervisor to sign the preliminary engineering and design agreement with GPI. Motion seconded by Councilman Zambito.

Supervisor Corcoran asked Town Clerk Colleen Corcoran to poll the Board.

<i>Councilman Zambito</i>	<i>Yes</i>
<i>Councilwoman Sessa</i>	<i>No</i>
<i>Supervisor Corcoran</i>	<i>Yes</i>
<i>Councilman Molinelli</i>	<i>No</i>
<i>Councilman Cauchi</i>	<i>Yes</i>

Yeas: 3 Nays: 2 Carried

B) Agreement with Tighe and Bond-Milton Landing North Pier Fire Damage Assessment

Supervisor Corcoran said that Brandee Nelson from Tighe and Bond is the pier engineer. The agreement is for engineering services for the reconstruction of the north pier that was damaged by fire. The amount of the engineering agreement is \$19,950.00. The towns insurance will reimburse the town for the engineering fee since it was required. The town has a \$2,500.00 deductible.

There was a brief discussion about whether the project will need to go out to bid or not since it is a reconstruction covered by insurance.

Councilman Cauchi made a motion to authorize the Supervisor to sign the engineering agreement with Tighe and Bond for the purpose of reconstructing the north pier at Milton Landing that was damaged by fire. Motion seconded by Councilman Zambito.

Supervisor Corcoran asked Town Clerk Colleen Corcoran to poll the Board.

<i>Councilman Zambito</i>	<i>Yes</i>
<i>Councilwoman Sessa</i>	<i>Yes</i>
<i>Supervisor Corcoran</i>	<i>Yes</i>
<i>Councilman Molinelli</i>	<i>Yes</i>
<i>Councilman Cauchi</i>	<i>Yes</i>

Yeas: 5 Nays: 0 Carried

C) Agreement with American Cruise Lines-Priority Docking

Supervisor Corcoran summarized the information in the priority docking agreement with American Cruise Lines which is incorporated into the minutes as follows:

PRIORITY DOCKING AGREEMENT

THIS PRIORITY DOCKING AGREEMENT (the "Agreement") is made and entered into as of the _____, 2022, by the Town of Marlborough, New York, a municipality of the State of New York (the "Town"), and American Cruise Lines, Inc., a Delaware corporation authorized to do business in the State of New York ("ACL").

The following exhibits are attached hereto and incorporated herein by reference:
Exhibit "A" Depiction of the Pier

NOW, THEREFORE, in consideration of the agreements, promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and ACL hereby agree as follows:

1. **PIER:** (a) The Town grants ACL a non-exclusive, irrevocable license on and across, and for the purpose of utilizing, that certain docking structure located at 3-17 Old Indian Trail, Milton, NY 12547, Milton, New York, which is commonly referred to as the Milton Landing Pier and which extends from the shoreline into the Hudson River, and which is depicted in Exhibit "A" as the "Docking Area" together with any and all improvements, benefits, rights of way and easements benefiting the Pier now existing and hereafter erected thereon or for the benefit thereof and all rights, privileges and appurtenances belonging thereto (the "Pier"). Such license is subject to the following terms and conditions.

2. **USE:** (a) ACL may use the Pier during scheduled docking visits for the purpose of coordinating dockage and vessel operations of its commercial vessels utilizing the Pier. In particular, ACL's primary purpose is for mooring and docking passenger vessels, loading and unloading passengers, vessel supply and maintenance activities, trash removal, and related activities for the operation of a river cruise business. The Agreement provides ACL priority docking rights as set forth in Article 4 ("Intended Use" for the Pier).

(b) ACL's use of the Pier and operation of its business on the Pier shall at all times be in accordance with all applicable federal state and local laws, codes, rules, regulations, statutes, and ordinances.

3. **PAYMENT:** In consideration for ACL's use of the Pier, ACL shall pay The Town an annual fixed fee on or before January 31st of each Agreement year (the "Fixed Annual Payment"). ACL's Fixed Annual Payment shall secure up to twenty five (25) dockings reservations for ACL throughout the calendar year as set forth in Paragraph 4. For the first year of the original Term, the Fixed Annual Payment shall be Twenty-Five Thousand Dollars and 00/100 (\$25,000). In addition to the twenty five (25) docking reservations secured by the "Fixed Annual Payment," ACL has the right to select an additional ten (10) priority docking reservations for the year as provided in Paragraph 4 below. ACL shall pay the Town an additional fee of One Thousand Dollars and 00/100 (\$1,000) per docking for each of these additional ten (10) docking reservations. Beginning in 2024, and continuing every other year for the remainder of the original Term (i.e., 2026, 2028, 2030, etc.) the Fixed Annual Payment amount shall increase by One Thousand Dollars and 00/100 (\$1,000). In addition to ACL's payment obligations set forth herein, for the original Term, ACL shall pay the Town a one-time, lump sum payment of One Thousand Dollars and 00/100 (\$1,000) to offset the Town's legal and maintenance costs. ACL shall pay in addition to their docking fee the cost of any fresh water used per docking. The Town shall calculate

fresh water usage by using a meter installed by the Town and billed quarterly to ACL. The Town shall calculate ACL's fresh water usage by reading the meter prior to and after an ACL docking. The meter cost is billed per one thousand (1,000) gallons used. The per one thousand (1,000) gallon cost is set each year by the Town Board at its reorg meeting and can change from time to time. Notwithstanding any provision to the contrary set forth herein, the Fixed Annual Payment of \$25,000.00 for the period from the date hereof through December 31, 2022, shall be due and payable on the date hereof.

4. **DOCKING RESERVATION RIGHTS:** (a) In consideration of ACL's Fixed Annual Payment, the Town grants ACL twenty five (25) priority docking reservations for ACL's use of the Pier for each Agreement year. The Town also agrees to grant ACL an additional ten (10) priority docking reservations each agreement year for the fee as set forth in paragraph 3. The Town agrees to accept and honor all of ACL's annual docking reservations that ACL submits to the Town on or before January 31 of each year prior to accepting any other docking reservations or requests for use of the Pier for a particular calendar year, including, but not limited to, requests from other commercial cruise ship operators.

(b) In order for ACL's docking reservations to take priority over any other user's or operator's requested use of the Pier, ACL shall submit its proposed docking schedule to the Town on or before January 31st of each Agreement year. ACL will have the right to request modifications of the docking schedule due to unforeseen circumstances, including, but not limited to, weather, sea conditions, water levels, equipment failure, or for any other reasons or conditions that may impact ACL's itinerary or the docking of vessels at the Pier. The Town shall exercise commercial reasonable efforts to accommodate such requests and ACL acknowledges that the Town's may be unable to do so because of docking reservations granted to third parties after January 31 of each year during the Term. In any event, the Town agrees not to accept any other cruise line or vessel requests to book a reservation at the Pier until after January 31 of each calendar year.

(c) If ACL wishes to book more than 35 docking reservations in a calendar year, ACL must wait until February of the applicable year in which to confirm such reservations.

(d) On and after February 1 of each applicable year, ACL will have no further right to priority booking and booking of all reservations for docking at the Pier shall be accepted by the Town on a first-come, first-served basis.

(e) The Town shall exercise good faith, commercially reasonable efforts to accommodate ACL's requests for booking of reservations at the Pier on or after February 1 of each applicable year.

5. **TERM OF AGREEMENT:** The term of this Agreement (the "Term") shall commence on the date hereof (the "Commencement Date") and shall end on December 31, 2042, unless sooner terminated or extended as herein provided. During the Term of the Agreement, ACL's Priority Docking Rights shall remain in full force and effect.

6. **OPTIONS TO EXTEND:** (a) The Town hereby grants to ACL options to extend the Term for two (2) consecutive additional periods (the "Extension Periods") of five (5) years on the same terms and conditions as for the Term, except as otherwise provided for herein. The option may be exercised by ACL by the giving of notice of its desire to extend this Agreement to

the Town at least six (6) months before the expiration of the Term or any Extension Period then in effect, and upon the giving of such timely notice, the Extension Period shall become part of the Term. Upon such extension, ACL's Priority Docking Rights shall extend subject to the following terms and conditions.

(b) For the First Extension Period, ACL's "Fixed Annual Payment" shall secure up to thirty five (35) priority dockings reservations for ACL for each Agreement year of the First Extension Period. The first year Fixed Annual Payment amount for the First Extension Period shall be Thirty-Five Thousand and 00/100 Dollars (\$35,000). In addition to the thirty five (35) docking reservations secured by the "Fixed Annual Payment", ACL has the right to select an additional ten (10) priority docking reservations. ACL shall pay the Town an additional fee of One Thousand Dollars and 00/100 (\$1,000) per docking for each of these additional ten (10) priority docking reservations. ACL shall pay in addition to their docking fee the cost of any fresh water used per docking. The Town shall calculate fresh water usage by using a meter installed by the Town and billed quarterly to ACL. The Town shall calculate ACL's fresh water usage by reading the meter prior to and after an ACL docking. The meter cost is billed per one thousand (1,000) gallons used. The per one thousand (1,000) gallon cost is set each year by the Town Board at its reorg meeting and can change from time to time. For each subsequent year of the First Extension Period, the Fixed Annual Payment amount shall increase by Five Hundred Dollars and 00/100 (\$500). In addition to ACL's payment obligations set forth herein, for the First Extension Period, ACL shall pay the Town a one-time, lump sum payment of Two Thousand Dollars and 00/100 (\$2,000) to offset the Town's legal and maintenance costs. As set forth in Paragraph 4, ACL shall submit all of its docking reservations to the Town on or before January 31 each year of the First Extension Period in order to secure priority status.

(c) For the Second Extension Period, ACL's "Fixed Annual Payment" shall secure up to thirty-seven (37) priority dockings reservations for ACL for each Agreement year of the Second Extension Period. The first year Fixed Annual Payment amount for the Second Extension Period shall be Thirty-Seven Thousand and 00/100 Dollars (\$37,000). In addition to the thirty-seven (37) docking reservations secured by the "Fixed Annual Payment" ACL has the right to select an additional thirteen (13) priority docking reservation. ACL shall pay the Town an additional fee of One Thousand Dollars and 00/100 (\$1,000) per docking for each of these additional thirteen (13) priority docking reservations. ACL shall pay in addition to their docking fee the cost of any fresh water used per docking. The Town shall calculate fresh water usage by using a meter installed by the Town and billed quarterly to ACL. The Town shall calculate ACL's fresh water usage by reading the meter prior to and after an ACL docking. The meter cost is billed per one thousand (1,000) gallons used. The per one thousand (1,000) gallon cost is set each year by the Town Board at its reorg meeting and can change from time to time. For each subsequent year of the Second Extension Period, the Fixed Annual Payment amount shall increase by Five Hundred Dollars and 00/100 (\$500). In addition to ACL's payment obligations set forth herein, for the Second Extension Period, ACL shall pay the Town a one-time, lump sum payment of Two Thousand Dollars and 00/100 (\$2,000) to offset the Town's legal and maintenance costs. As set forth in Paragraph 4, ACL shall submit all of its docking reservations to the Town on or before January 31 each year of the Second Extension Period in order to secure priority status.

7. MAINTENANCE AND OPERATION OF THE PIER: ACL shall have non-exclusive priority use of the Pier pursuant to its Priority Docking Rights as set forth herein. However, the Town retains ultimate control over the Pier and surrounding facilities and intends for the Pier and those surrounding facilities to be used and enjoyed by others when not in use by ACL. Accordingly, the

Town shall bear all responsibility for maintaining the Pier and surrounding facilities in a good, safe, and workmanlike manner. The Town shall make all necessary repairs and/or remediate any deficient or deteriorated condition in the Pier and surrounding facilities within a reasonable amount of time of notice of the same. Furthermore, the Town shall monitor, control, and supervise the public's or other operator's access to and use of the Pier and surrounding facilities such that the use of the Pier and surrounding facilities is done in a safe and responsible manner and does not interfere with ACL's Intended Use of the Pier. As a part of the Town's responsibility, the Town shall set forth hours of operation during which time the public may safely access the Pier. ACL shall not be responsible for any loss, injury, damage, or claim associated with the public's or other operator's use of the Pier and/or surrounding facilities except to the extent such loss, injury, damage, or claim is a result of ACL's negligent act or omission. The Town shall provide and maintain utility connections to the Pier necessary for ACL's Intended Use, including, but not limited to fresh water. ACL agrees to be responsible for and shall pay for its metered use of the fresh water at the Pier. The Town shall install a metered water line connection that provides water to the Pier. ACL shall pay the Town Two Thousand Dollars and 00/100 (\$2,000) to assist in offsetting the costs associated with providing water to the Pier.

8. **THE TOWN'S USE AND MAINTENANCE OF ADJACENT PROPERTY:** The Town, as owner of the property adjacent to the Pier and surrounding facilities ("Adjacent Property"), shall maintain the Adjacent Property in an a reasonably safe and clean manner and provide ACL non-exclusive access to the Pier over and across the Adjacent Property. The Adjacent Property is depicted in Exhibit A as the "Motorcoach & Delivery Access & Turnaround" area and the "Passenger Access" area. The Town's maintenance responsibilities include, but are not limited to, maintaining the sidewalks, parking areas, and railroad crossing in an operable, clean, and well-light manner and providing for repairs and/or remediation to any part of the Adjacent Property requiring them. The Town shall also bear all attendant costs including, but not limited to all utility expenses incurred for the maintenance and/or use of the Adjacent Property; snow, trash, rubbish, garbage, and other refuse and debris removal; licenses, permits, and other governmental fees and charges for operating the Adjacent Property, if any; signage; painting and striping, and landscaping services and supplies. The Town grants ACL an irrevocable, non-exclusive license on and across the Adjacent Property during the Term or any subsequent Extension Period for access to sidewalks, parking lots, and parking spaces. The Town shall provide adequate space, at a location mutually agreeable to the Town and ACL, for a dumpster for ACL's non-exclusive use. The Adjacent Property may be utilized by ACL for onshore passenger excursions in and around the Town of Marlborough, New York to local attractions. ACL shall facilitate transportation for its passengers for such excursions at its sole cost, expenses and risk.

9. **IMPROVEMENTS BY ACL:** ACL has the right on its own accord, with the Town's prior written consent, to construct improvements at or around the Pier which ACL deems necessary or appropriate for its Intended Use. However, as for initial improvements to the Pier which are to be made by the Town prior to ACL's use, ACL agrees to pay the Town Three Thousand Dollars and 00/100 (\$3,000) to offset the Town's costs in installing fenders and cleats onto the Pier, which the Town deems necessary for docking vessels to the Pier. It is understood that that modifications to bring the floating dock inside the pier head line created by the fixed dock are essential to ACL's ability to operate. The Town will remove the floating dock for the 2022 season. However, the Town will modify the floating dock prior to the 2023 season in such a manner that will allow ACL to operate for its Intended Use. Prior to commencement of any construction, ACL shall coordinate with the Town to receive consent for any such construction, which consent is a pre-condition to such construction and may be withheld in the Town's discretion. ACL shall work with the Town to

ensure that all ACL-constructed improvements are consistent with the overall plan for the Pier and comply with applicable federal, state and local laws, codes, rules, regulations, statutes, ordinances and permits. ACL will bear all costs of constructing any improvements at or around the Pier, including all costs associated with obtaining all necessary permits, provided that the Town will cooperate with ACL in any requests to government officials for grants and entitlements, if any. All improvements constructed at or around the Pier shall become the property of the Town upon the completion of proper construction thereof. The location, design, and manner of construction of all improvements are subject to the prior written approval of the Town, and the parties agree to work diligently and cooperatively to address any of the Town's concerns regarding the location of all material improvements. Nothing herein shall bind ACL to construct any improvements on the Premises. All improvements constructed by ACL shall be constructed and maintained in accordance with all applicable laws, rules, regulations, statutes and ordinances and shall be performed by contractors licensed in the State of New York, and in good and workmanlike manner. Notwithstanding, in the event ACL determines, in ACL's sole discretion, that the cost for constructing such improvements is prohibitive, or if ACL is unable to obtain approval from the Town, or any other governing body with jurisdiction over the Pier, to construct any improvement ACL deems necessary for its Intended Use, then ACL may terminate the Agreement, and if ACL has commenced paying the Town for the use of the Pier, ACL's payment obligations (other than those payment obligations which have accrued and are due and payable) shall immediately and automatically terminate, and each party shall be relieved of all further obligations under this Agreement.

10. THE TOWN'S REPRESENTATIONS: The Town hereby covenants, warrants and represents to ACL that:

- (a) The Town warrants and represents that it has fee simple title to the Pier.
- (b) The Town warrants and represents that there are no laws, endangered species, wetlands, ordinances, governmental rules or regulations, title restrictions, zoning or any other matters whatsoever which will restrict, limit or prevent ACL's Intended Use of the Pier; and so long as ACL is not in monetary default hereunder, ACL shall have the right to use the Pier consistent with the terms herein and of all easements, rights and appurtenances belonging thereto.
- (c) The Town has the sole right, legal power and authority to enter into this Agreement.
- (d) All requisite municipal actions or any other required action have been taken and satisfied by the Town to authorize the execution and performance of this Agreement. No other proceedings or actions on the part of the Town are necessary to authorize this Agreement or to carry out the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of the Town enforceable against the Town in accordance with its terms.
- (e) The individual(s) executing this Agreement, on behalf of the Town, has (or have) the full right, legal power and actual authority to bind the Town to the terms and conditions hereof.
- (f) Neither the execution nor the provisions of this Agreement violates or breaches or shall violate or breach any term or provision of any agreement, written or oral, between the Town and any third party.

(g) Notwithstanding any other provisions of this Agreement to the contrary or any other rights the Town may have, the Town covenants and agrees not to encumber the Pier or its surrounding property or otherwise alter or permit to the alteration of the status of the title to the Pier or its surrounding property such that ACL's right to use the Pier for ACL's Intended Use is diminished without ACL's prior written consent.

If the Town breaches the Town's covenants and representations as set forth in this Article, then ACL may terminate this Agreement. In the event that the Town cures such breach within thirty (30) days after written notice from ACL, then ACL's termination may be withdrawn.

11. **INSURANCE:** (a) The Town shall procure and maintain throughout the term of this Agreement a policy or policies of insurance, at its sole cost and expense, causing the Pier to be insured for its full replacement value under standard fire and extended coverage insurance.

(b) Each party will obtain and maintain, at its sole cost and expense at a minimum: (a) general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (b) comprehensive automobile liability insurance with limits of at least \$1,000,000.00 per accident including coverage for liability arising out of all owned, leased, hired, and non-owned automobiles; and (c) a commercial umbrella insurance policy with limits of at least \$5,000,000.00. Each party shall have the other party named as an additional insured on each of its liability insurance policies.

12. **WAIVER AND SUBROGATION:** The Town and ACL shall obtain from their respective insurers endorsements whereby the insurers agree to waive any right of subrogation against the Town or ACL, as the case may be, in connection with fire or other risks or casualties or liability covered by said property or liability insurance. The Town agrees that it shall make no claim nor authorize any claim to be made against ACL, its employees, servants or agents in connection with any fire, explosion, or other casualty, or liability, or for any loss insured against by any policy maintained by the parties hereunder except as to the proceeds of any such coverage. ACL agrees that it shall make no claim nor authorize any claim to be made against the Town, its employees, servants or agents in connection with any fire, explosion, or other casualty, or liability, or for any loss insured against by any policy maintained by the parties hereunder except as to the proceeds of any such coverage.

13. **INDEMNITY:** ACL shall defend, indemnify and hold harmless the Town, its officers, agents and employees or their heirs, successors or assigns ("Town Indemnified Parties") from any and all liability, damage, expenses, reasonable attorneys' fees, causes of actions, suits, claims, or judgments, arising out of or connected with the failure of ACL to comply with the terms of this Agreement, and the acts or omissions of ACL its agents, officers, directors, employees, or invitees that results in damage to property or injuries to persons; provided, however, that ACL shall not be liable for claims caused by the negligence of the Town or the Town's breach of or failure to comply with this Agreement or other wrongful act or omission.

The Town shall indemnify, defend, and hold harmless ACL and ACL's officers, directors, shareholders, agents and invitees from any and all liability, damage, expenses, reasonable attorneys' fees, causes of actions, suits, claims, or judgments, arising out of or connected with the failure of the Town to comply with the terms of this Agreement, and the acts or omissions of the Town its agents, officers, directors, employees, or invitees that results in damage to property or injuries to persons; provided, however, that the Town shall not be liable for claims caused by

the negligence of ACL or ACL's breach of or failure to comply with this Agreement or other wrongful act or omission.

14. **TERMINATION:** If at any time during the Term of this Agreement, either party (i) materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof; or (ii) either party is adjudged a bankrupt, makes a general assignment for the benefit of creditors, has a receiver appointed for it, or commits any other act of insolvency, then the Agreement may be terminated by the other and the parties' respective obligations arising under this Agreement shall cease. If this Agreement is terminated as a result of ACL's breach, the Town may recover from ACL as its sole measure of damages any unpaid payment obligation that had accrued as of the date of such termination plus any payment the Town would be entitled to receive from ACL for the remaining calendar year of termination had the Agreement not been terminated based off of the average of the previous three (3) years' payments to the Town.

15. **FORCE MAJEURE:** ACL shall be entitled to suspend its operations or terminate this agreement in the event a Force Majeure occurrence makes ACL's performance of its rights, duties, and/or obligations under this Agreement impossible or materially economically unfeasible, as substantiated by ACL. Such Force Majeure events shall include, but are not limited to, acts of God; war; invasion; hostilities; rebellion; strikes; lockouts; fire; flood; hurricanes; epidemics; pandemics; outbreak; earthquake; explosion; decision of any court or other judicial body; unavailability of materials; labor shortages; volatile market conditions; transportation; satellite failure; acts of governments; defaults of third parties; or any other causes beyond the ACL's control. In the event of ACL's suspension of operations or termination of this Agreement pursuant to this provision, ACL shall only be required to pay a prorated amount of its payment obligation calculated up and through the date of ACL's notice of suspension or termination. In the event of suspension, ACL's payment obligation shall resume when the Force Majeure event has ended.

16. **GENERAL PROVISIONS:** (a) This Agreement (and the documents referred to herein) constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(b) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legatees, distributees, legal representatives, successors and assigns.

(c) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of the parties hereto. Each and every waiver of any covenant, representation, warranty or any other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(d) Intentionally omitted.

(e) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities

are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated herein by reference, as fully as if copied herein verbatim.

(f) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(g) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE TOWN OF MARLBOROUGH, NEW YORK, a municipality of the State of New York

By: Scott Corcoran
Its: Supervisor, Town of Marlborough, New York

AMERICAN CRUISE LINES, INC., a Delaware corporation

By: Charles B. Robertson
Its: Chief Executive Officer

Supervisor Corcoran also explained the latest design for the fender design. It was agreed in negotiations that the town would pay for the cost of the fenders which will be approximately \$10,000.00 because other boats and ships will be using the dock.

Councilman Cauchi made a motion to authorize the Supervisor to sign the Priority Docking Agreement with American Cruise Lines. Motion seconded by Councilman Molinelli.

Supervisor Corcoran asked Town Clerk Colleen Corcoran to poll the Board.

<i>Councilman Zambito</i>	<i>Yes</i>
<i>Councilwoman Sessa</i>	<i>Yes</i>
<i>Supervisor Corcoran</i>	<i>Yes</i>
<i>Councilman Molinelli</i>	<i>Yes</i>
<i>Councilman Cauchi</i>	<i>Yes</i>

Yeas: 5 Nays: 0 Carried

D) Bid for Baseball Fence at Park

Supervisor Corcoran stated that the fields at the park have been cleaned up and fixed in house; the next step is fencing. The purpose is to improve the fields for Marlboro Youth Baseball & Softball and to possibly host tournaments. Tom Corcoran got three estimates for fencing. They are for black 6-gauge chain link mesh fences. The distance would be 200' at the corners and 210' at the center. The money will come out of the Park Reserve Fund.

The estimates are as follows:

<i>A&M Fencing LLC</i>	<i>\$22,626.10</i>
<i>Adams</i>	<i>\$23,885.00</i>
<i>Birdsall Fence</i>	<i>\$19,877.00</i>

Councilman Molinelli made a motion to accept the estimate from Birdsall Fence and purchase black 6-gauge chain link fencing for the two baseball/softball fields at Cluett Schantz Park in the amount of \$19,877.00 which will be paid out of the Park Reserve Fund. Motion seconded by Councilwoman Sessa.

Supervisor Corcoran asked Town Clerk Colleen Corcoran to poll the Board.

<i>Councilman Zambito</i>	<i>Yes</i>
<i>Councilwoman Sessa</i>	<i>Yes</i>
<i>Supervisor Corcoran</i>	<i>Yes</i>
<i>Councilman Molinelli</i>	<i>Yes</i>
<i>Councilman Cauchi</i>	<i>Yes</i>

Yeas: 5 Nays: 0 Carried

E) Bid for Blacktop at Park

Supervisor Corcoran stated that John Alonge has been trying to get bids for blacktop. He was only able to get one from DeBella Sealcoating LLC. The purpose of this is to blacktop the road from the upper parking lot to the pavilion at the town park. The road will be repaved and widened to 15'. The road to the left when pulling in by the playground and the garage needs repaving as well. The quote was for \$24,700.00 which would come out of the Park Reserve Fund.

Councilman Cauchi made a motion to accept the quote from DeBella Sealcoating LLC for paving at Cluett Schantz Park in the amount of \$24,700.00 which will be paid out of the Park Reserve Fund. Motion seconded by Councilman Molinelli.

Supervisor Corcoran asked Town Clerk Colleen Corcoran to poll the Board.

<i>Councilman Zambito</i>	<i>Yes</i>
<i>Councilwoman Sessa</i>	<i>Yes</i>
<i>Supervisor Corcoran</i>	<i>Yes</i>
<i>Councilman Molinelli</i>	<i>Yes</i>
<i>Councilman Cauchi</i>	<i>Yes</i>

Yeas: 5 Nays: 0 Carried

ITEM #12 Correspondences

Supervisor Corcoran read the following correspondence:

A letter from Bob Tempestilli representing the Dutchess Debs requesting use of the softball fields on specific dates for the fall at Cluett Schantz Park. The dates were checked with the Town Clerk.

Councilwoman Sessa made a motion to allow the Dutchess Debs use of the baseball/softball fields at Cluett Schantz Park for the available dates requested. Motion seconded by Councilman Zambito.

Yeas: 5 Nays: 0 Carried

A letter from Tom Corcoran on behalf of Marlboro Varsity Football requesting use of the pavilion at no charge for a varsity football team dinner on October 7, 2022.

Councilman Cauchi made a motion to allow the Marlboro Varsity Football team to have a pre-game team dinner at the pavilion and waive the fees on October 7, 2022. Motion seconded by Councilman Molinelli.

Yeas: 5 Nays: 0 Carried

A resignation letter from Police Officer Miguel Ocasio. His resignation is effective September 1, 2022.

A letter from Kathy Sylvester thanking the Board for allowing Line Dancing at the park this past summer. She asked that Line Dancing be added back into the budget since it was cut. Supervisor Corcoran stated that this can be discussed at budget discussions.

A letter from the Department of State stating that Local Law #7 has been filed with them as of September 2, 2022.

Supervisor Corcoran stated that the Town should be receiving the \$313,000.00 pier grant check from New York State real soon.

ITEM #13 Public Comments

Mark Reynolds asked if the town is required to get three quotes for engineering services. He also asked for clarification on the 1% refund the town received for county sales tax.

Supervisor Corcoran said three quotes are not necessary for the engineering services; the Board chooses them at the reorganization meeting. The sales tax money that the town received is additional money that the county sent out thanks to the legislators; the county executive was not going to send the checks. The county should also be sending additional sales tax checks for 2023.

There was a brief discussion about executive session; there will be an executive session regarding the Dockside project to update the Board and Charlie Muggeo about the Sewer Reservation Agreement.

Councilwoman Sessa reported that Jasmine Taylor's project on the walkway at the park is complete; Ms. Taylor was advised to place a sign explaining what to do. Then she can present the completed project to the Board.

ITEM #14 Resolutions

A). Resolution # 78 To appoint full time court clerk

B). Resolution # 79 To appoint part time police officers

Supervisor Corcoran made a motion to enter executive session at 8:31 p.m. to update the Board about the Dockside Sewer Reservation Agreement. Motion seconded by Councilman Zambito.

Yeas: 5 Nays: 0 Carried

Councilman Molinelli made a motion to end executive session at 8:58 p.m. Motion seconded by Councilwoman Sessa.

Yeas: 5 Nays: 0 Carried

No decisions were made.

ITEM #15 Adjournment

Councilman Molinelli made a motion to adjourn the meeting at 8:59 p.m. Motion seconded by Councilwoman Sessa.

Yeas: 5 Nays: 0 Carried

*Respectfully submitted,
Danielle Cherubini
Deputy Town Clerk*

September 12, 2022

A). Resolution # 78 To appoint full time court clerk

Supervisor Corcoran proposes the following:

Whereas, the Town of Marlborough Court had an opening for a full time court clerk, and

Whereas, the Town of Marlborough Judge Kraiza interviewed for the position of full time court clerk, and

Whereas it is the recommendation of Judge Kraiza that the Town Board appoints Josephine Scacciaferro as full time court clerk.

Now therefore be it resolved that, Josephine Scacciaferro be appointed as full time court clerk effective September 28, 2022

And moves for its adoption:

Councilman Molinelli	Yes
Councilwoman Sessa	Yes
Councilman Cauchi	Yes
Councilman Zambito	Yes
Supervisor Corcoran	Yes

September 12, 2022

B). Resolution # 79 To appoint part time police officers

Supervisor Corcoran proposes the following:

Whereas, the Town of Marlborough Police Department has open positions for part time police officers, and

Whereas, the Police committee has interviewed for the position of part time police officers,
And

Whereas, it is the recommendation of the Police Committee and the Chief of Police to appoint the following part time police officers

Cole Nicolis
Bryan Hunt
Alexandra Martens
Arkeem Gorhan

Be it resolved, that the above police officers are appointed effective immediately

And moves for its adoption:

Councilman Molinelli	Yes
Councilwoman Sessa	Yes
Councilman Cauchi	Yes
Councilman Zambito	Yes
Supervisor Corcoran	Yes