

FIRST MEETING OF THE MONTH
TOWN BOARD TOWN OF MARLBOROUGH
21 MILTON TURNPIKE, MILTON NY
FEBRUARY 13, 2023, 7:00 PM
MINUTES OF MEETING

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

Also Present: Colleen Corcoran, Town Clerk
Ken Dahlinger, Badger Meter
Tom Sprague, Badger Meter
Mici Simonofsky, CAC

ITEM #1 Call to order - Pledge of Allegiance

ITEM #2 Moment of Silence

ITEM #3 Motion to approve agenda

Councilman Molinelli made a motion to amend the agenda by moving ITEM #9 Presentations – Badger Meter Reading System and Resolution #'s 32 & 33 for the Dockside sewer agreement in between ITEM #'s 5 & 6. Motion seconded by Councilman Cauchi.

Yeas: 5 Nays: 0 Carried

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

Yeas: 5 Nays: 0 Carried

ITEM #4 Motion to approve the January 23, 2023 Town Board Meeting minutes

Councilwoman Sessa made a motion to approve the January 23, 2023 Town Board Meeting minutes. Motion seconded by Councilman Cauchi.

Yeas: 5 Nays: 0 Carried

Motion to approve the January 23, 2023 Public Hearing minutes

Councilwoman Sessa made a motion to approve the January 23, 2023 Public Hearing minutes. Motion seconded by Councilman Zambito.

Yeas: 5 Nays: 0 Carried

ITEM #5 Authorize payment of bills

Councilman Cauchi made a motion to authorize payment of the abstract in the amount of \$2,069,535.32. Motion seconded by Councilman Molinelli.

Yeas: 5 Nays: 0 Carried

ITEM #9 Presentation

A). Badger meter reading system

Supervisor Corcoran stated that he asked Badger if they could present information about new water meters/software to the Board so they can ask questions.

Tom Sprague explained that the current software for the towns water meters is outdated (was built with Windows 95). They now have software that is cloud based.

Ken Dahlinger stated the changeover will cost a substantial amount of money. He presented a slideshow. Mr. Dahlinger gave some details about Badger Meter and stated that their main focus is municipal water. They have addressed a lot of the common concerns/issues that most utilities have with their meters and software. There are two different types of meters, one is mechanical and the other is ultra-sonic (newer technology). He explained the difference between the two and both are a viable option for the town.

He explained that the town currently has Automated Meter Reading (AMR) (drive-by meter reading system) and is only read as often as the utility chooses (Marlborough reads quarterly). Badger still offers this type of system; you just get a meter reading. They now have a two-way reading system where the AMR meter software can read, send commands, extract historical data and install firmware updates. The Advanced Metering Infrastructure (AMI) uses existing cell towers that transfers to the cloud software and reads every 15 minutes and sends the data 4 times per day. There is a 20-year warranty on the product and the cell network. All the work is tested and done by Badger so there is a monthly fee which is about \$12.00 per meter, per year for network as a service. The meters cost about \$200.00. Mr. Dahlinger explained some of the benefits to this type of service such as automated closings and automated leak checks.

Supervisor Corcoran explained that there are about 1500 meters and explained how the cost would be billed to the water district users. Either way the software needs to be upgraded first.

Tom Sprague gave some information on pricing. The software upgrade to continue using the current meters would run about \$22,000.00 with an .11 monthly fee per meter and \$1,200.00 per year licensing fee. That is for the Beacon software upgrade with a new tablet and receiver and the billing vendor integration. The billing vendor bills separately for the integration on their end.

The cellular software upgrade would cost \$12,000.00 with a \$12.00 per meter per year fee. No hardware needed for this option.

The Board members asked questions which were addressed above.

Supervisor Corcoran thanked the gentlemen from Bager Meter and stated that the Board will look over the information and get input from the Water Superintendent to make a decision.

February 13, 2023

Supervisor Corcoran proposes the following:

C). Resolution #32 To Authorize the filing of Negative Declaration and notice thereof pursuant to the requirements of SEQRA and 6 NYCRR § 617.12 of its implementing Regulations.

SEQRA NEGATIVE DECLARATION AND
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

WHEREAS, the Town of Marlborough Town Board, on behalf of the Hamlet of Marlboro Sewer Improvement Area, proposes to enter into a Reservation of Capacity Agreement with SDL Marlborough, LLC for the reservation of public wastewater collection and treatment capacity (the “Agreement”); and

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

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

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

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

WHEREAS, the Town of Marlborough Town Board has caused the preparation of a Short Environmental Assessment Form (EAF) for review of the Action, including Parts 1, 2, and 3 of the EAF; and

WHEREAS, the Town of Marlborough Town Board, as lead agency for the environmental review of the Action, has reviewed the Action and all relevant supporting information and documentation, has identified the relevant areas of environmental concern, has compared the reasonably expected results of the

Action with the criteria set forth in 6 NYCRR § 617.7 and has determined that there will be no significant adverse environmental impacts associated with the Action; and

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

The proposed Agreement establishes terms for the reservation of public wastewater collection and treatment capacity for real property owned by SDL Marlborough, LLC located at 137 Dock Road, 8 Hudson Way, 103 Dock Road, and Dock Road in the Town of Marlborough, New York, identified collectively as Section 109.1 and Section 108.4, Block 3 and Lots 13, 14.2, 15, and 29.1 on the Tax Map of the Town of Marlborough (“Property”).

The reservation of capacity provides infrastructure which aids future development and use of the Property for multi-family residential development subject to any and all federal, state, and local approvals required by law, including but not limited to site plan approval by the Town of Marlborough Planning Board and any necessary amendments to the Zoning Code as authorized by Article X of Chapter 155, entitled “Zoning.”

The proposed Agreement is not inconsistent with the existing Comprehensive Plan of the Town of Marlborough. The proposed Agreement serves to implement growth and development policies established by the Town Board, none of which have any actual physical impact on the environment. The proposed Sewer Agreement does not, of itself, create any adverse physical impacts in the Town. In the policy judgment of the Town Board, the proposed Agreement will create positive and beneficial impacts including sound wastewater management of development and use of the Property.

The proposed Agreement does not, of itself, cause any new physical action to occur.

The proposed Agreement will not result in any direct or physical adverse environmental impact. It may result in indirect or secondary effects in the event of future use and development of the Property. The evaluation of use and development of the Property will not occur absent Environmental Impact Statement evaluation, where necessary, and findings by all reviewing agencies, which entail mitigation of all adverse impacts on the environment to the greatest extent practicable.

The potential for secondary effects does not support the conclusion that the proposed Agreement may create a significant adverse environmental impact requiring preparation of an environmental impact statement.

The proposed Agreement does not approve or permit development at the Property. This independent SEQRA review of the Sewer Agreement is not dependent upon review and approval of the

development and use of the project location, and it is no less protective of the environment, in that the Agreement does not entail use or development, nor does it commit any agency to approve the physical alteration of the Property. To the extent that this independent SEQRA review of the proposed Sewer Agreement precedes, and is separate from, the Environmental Impact Statement Review of the pending project for use and development of the Property, it is justifiable under the standards set forth within 6 NYCRR Section 617.3(g)(1).

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

1. The Action will not result in a substantial adverse change in existing air quality, ground or surface water quality, traffic or noise levels, a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems;

2. The Action will not result in the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movements of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial impacts on a threatened or endangered species of animal or plant or the habitat of such a species or other significant adverse impacts to natural resources;

3. The Action will not create a material conflict with the community's current plans or goals as officially approved or adopted;

4. The Action will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources of the existing community or neighborhood character;

5. The Action will not create a hazard to human health;

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

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

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

BE IT FURTHER RESOLVED, that the Town of Marlborough Town Board, acting as lead agency for purposes of reviewing said Agreement, has examined the impacts which may be reasonably

anticipated to result from the Action, and has determined that it will not have any significant adverse impact on the environment and that therefore a Draft Environmental Impact Statement need not be prepared; and

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

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

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

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

This Negative Declaration is adopted this 13th day of February 2023 and is ordered into the record of the Town of Marlborough Town Board.

February 13, 2023

D). Resolution #33 To authorize the Town Supervisor to sign an agreement

Supervisor Corcoran proposes the following:

Supervisor Corcoran introduced the following resolution, which was seconded by Councilman Molinelli, as follows:

WHEREAS, SDL Marlborough, LLC (the “Developer”) owns certain real property located at 137 Dock Road, 8 Hudson Way, 103 Dock Road, and Dock Road, identified collectively as Section 109.1 and Section 108.4, Block 3 and Lots 13, 14.2, 15, and 29.1 on the Tax Map of the Town of Marlborough (the “Property”); and

WHEREAS, the Developer intends to construct a multi-family housing development including not more than 101 residential units and a clubhouse on the Property in the Town of Marlborough (the “Town”), State of New York; and

WHEREAS, to develop the Property, the Developer must obtain various land use approvals, including, without limitation, a zoning change and site plan approval (collectively, the “Approvals”); and

WHEREAS, applications for the Approvals shall be the subject of independent review by the Town Board, the Planning Board, and any other involved agencies; such review shall include, without limitation, review pursuant to the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, to develop the Property, the Developer will need the Hamlet of Marlboro Sewer Improvement Area (the “HMSIA”) to provide municipal sewer service to the Property; and

WHEREAS, the Developer has requested to enter into an agreement with the Town of Marlborough on behalf of the HMSIA pursuant to which the HMSIA shall provide municipal sewer service to the Property; and

WHEREAS, the Town and the HMSIA are empowered to enter into contracts involving the HMSIA and properties located outside of the MSIA for purposes of providing municipal sewer service; and

WHEREAS, the Town Board, on behalf of the HMSIA, has negotiated a suitable agreement between the parties setting forth the terms and conditions of the Property’s reservation of public wastewater collection and treatment capacity, of the HMSIA (the “Agreement”); and

WHEREAS, a copy of the Agreement is annexed hereto as Exhibit “A”; and

WHEREAS, the Town Board, acting as lead agency, classified this is an Unlisted Action pursuant to 6 NYCRR § 617.6 of the regulations; and

WHEREAS, the Town Board adopted a SEQRA determination of non-significance, i.e. negative declaration, on February 13, 2023 following review of the Action and supporting information; and

WHEREAS, the Town Supervisor and the Attorney to the Town negotiated the terms of the Agreement with the Developer; and

WHEREAS, the Agreement requires approval by the Marlborough Town Board.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Supervisor to execute the proposed Agreement between the Developer and the Town, annexed hereto as Exhibit “A”, in the same or substantially the same form.

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

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

DATED: Milton, New York
February 13, 2023

COLLEEN CORCORAN, TOWN CLERK

Exhibit A

AGREEMENT

AGREEMENT, made this 13th day of February, 2023, between the TOWN OF MARLBOROUGH, on behalf of itself and the Hamlet of Marlboro Sewer Improvement Area (the “HMSIA”), a municipal sewer improvement area in the Town of Marlborough, with offices at Town Hall, 21 Milton Turnpike, Suite 200, Milton, New York 12547 (collectively the “Town”), and SDL MARLBOROUGH, LLC, a New York limited liability company with offices at 561 Seventh Avenue, Suite 903, New York, New York 10018 (the “Owner”);

WHEREAS, Owner is the beneficial owner of real property described as follows: 137 Dock Road, 8 Hudson Way, 103 Dock Road, and Dock Road in the Town of Marlborough, New York, identified collectively as Section 109.1 and Section 108.4, Block 3 and Lots 13, 14.2, 15 and 29.1 on the Tax Map of the Town of Marlborough, and more particularly described in Schedule A annexed hereto (the “Property”); and

WHEREAS, subject to receipt of all necessary governmental approvals, Owner intends to construct a multi-family housing development including not more than 101 residential units including 303 bedrooms on the Property (each a “Unit”) and a clubhouse (the “Project”); and

WHEREAS, the Property is situated outside the boundaries comprising and served by the HMSIA and therefore there is no existing municipal sewer system available to provide wastewater service for the Project; and

WHEREAS, Owner has requested to reserve and eventually to receive sewer collection and treatment capacity of 35,000 gallons per day for the Project in exchange for payment of a reserved capacity charge and amounts equal to the annual benefit assessments and usage charges

charged by the HMSIA to properties within the HMSIA of similar use and character to the Property and the Project; and

WHEREAS, the Town and the HMSIA have the power to enter into contracts involving the MSIA and properties located outside of the HMSIA for purposes of providing municipal sewer service and the Town Board has approved the Owner's request, conditioned upon a suitable agreement between the parties setting forth the terms and conditions of the reservation of capacity and use of the facilities of the HMSIA.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the HMSIA shall reserve for and provide municipal wastewater service to the Property to the maximum extent of 35,000 gallons per day and Owner shall accept and compensate the MSIA for providing municipal wastewater service to the Property. Owner shall limit development of the Property and actual wastewater generation after development of the Property to stay within the reserved capacity amount set forth above. Owner may not assign the reserved capacity to any other person for the benefit of any other real property. The Property is the exclusive and sole real property to benefit from the reservation of capacity herein established.

2. Owner shall be responsible for all costs, including but not limited to the costs of all required permits and approvals, in connecting the Property to the existing sewer line(s) of the HMSIA. The method and manner of connection and the inter-connection point shall be subject to advance written approval of the Town Engineer, as well as all local laws and regulations of the Town of Marlborough concerning, among other things, the disturbance of its municipal streets or highways.

3. The HMSIA has no obligation to provide sewer service until Owner has obtained all necessary permits and approvals for the Project and met all conditions of such permits and approvals. The Town has the right to inspect all improvements made by or on behalf of Owner and to witness all tests of such improvements. The Town's professional consultant costs for such inspections shall be paid by the Owner.

4. The Town reserves the right to include Owner's Property in the HMSIA or a future sewer district or sewer improvement area. If the Town Board, acting pursuant to Article 12 of the Town Law, determines to establish or extend the boundaries of a sewer district to include the Property, Owner will execute an irrevocable petition for the inclusion of the Property in the proposed sewer district or extension thereof. If the Owner fails to execute such a petition, the failure will constitute a material breach of this Agreement and cause for immediate termination of this Agreement by the Town. If the Town Board, pursuant to Article 12A of the Town Law, determines to establish or to extend the boundaries of a sewer improvement district on its own motion to include the Property, or pursuant to Article 12C of the Town Law, determines to establish a sewer improvement area on its own motion to include the Property, Owner covenants not to take any action or measures to oppose the Town Board's actions, including but not limited to petitioning for permissive referendum or challenging the determination in an Article 78 proceeding. Breach of such covenant will constitute a material breach of this Agreement and cause for immediate termination of this Agreement by the Town.

5. The Town's engineering, legal and/or administrative costs of the preparation, authorization and execution of this Agreement shall be defrayed out of funds deposited or to be deposited in escrow with the Town by Owner no later than the making of this Agreement. If the initial deposit is inadequate to cover such costs, the Owner shall replenish the

escrow account in an amount reasonably determined by the Town to cover current and anticipated future costs. Replenishment of such account shall be a condition precedent to the Town's continuing performance hereunder. Owner shall defray actual costs incurred by the Town or the HMSIA over and above the amount deposited.

6. In consideration of the Property's connection to and use of the MSIA's facilities, Owner shall pay the following fees and charges (collectively the "Fees") to the MSIA:

a. A reserve capacity charge in the sum of \$609,000.00, entitling Developer to the Town's reservation of wastewater collection and treatment capacity of up to 35,000 gallons per day at the rate of \$17.40 per gallon, payable as follows: (1) the first payment in the amount of \$203,000.00 within thirty (30) days of the issuance of a final zoning map and text approval to be applied for by the Owner; (2) the second payment in the amount of \$106,000.00 within thirty (30) days of final site plan approval of the Project; and (3) the balance of \$300,000.00 paid in the incremental amount of \$2,970.30 upon the issuance of each certificate of occupancy for a Unit, provided, however, any remaining unpaid balance shall be immediately due and payable on the third (3rd) anniversary of the date of issuance of final site plan approval, notwithstanding the number of building permits issued as of that date. The reserved gallon capacity shall include existing capacity as well as any additional capacity, if necessary, following upgrades to the sewer system. Timely payment of these reserved capacity charges shall be made a consensual condition of any land use approvals issued by Town agencies for the Project.

b. An Operation and Maintenance (O&M) fees at the then prevailing HMSIA usage rate, which shall be fixed by the Town Board from time to time, based upon metered water consumption. O&M Fees shall be billed in arrears on a quarterly basis.

c. A Capital Debt Reduction Fee based on the assessment formula

prevailing for the HMSIA. Owner shall pay this prevailing Capital Debt Reduction Fee as such charge is calculated and adjusted from time to time by the HMSIA for properties within the MSIA. The Capital Debt Reduction Fee shall be billed on an annual basis as part of the annual real property tax bill prepared by the County of Ulster for properties in the Town, or payable annually otherwise arranged billed by the Town. The Capital Debt Reduction Fee shall first become due as of the commencement of the tax year after which Owner connects to and uses the HMSIA sewer facilities, and the Fee shall be prospective to cover use during that year; the initial Annual Capital Debt Reduction Fee shall be adjusted upward to include a prorated adjustment to cover any earlier period of connection and use.

d. A Late Payment Fee of ten percent (10%) per month in the event the Fees have not been paid within thirty (30) days of the payment due date.

e. If any metering device is found to read incorrectly or is out of service, the MSIA shall bill Owner for each day the meter is not functioning at the average daily consumption rate as determined by the records for the previous four quarters actually billed by the MSIA. If four quarters of data are not available, the calculation will employ all of the data that is available. The charge shall be added to the regular billing to Owner.

7. Owner's usage of the HMSIA's sewer system shall be governed by all prevailing rules and regulations established by the Town.

8. If the Owner fails timely to pay the fees described in Section 6, or otherwise fails to fulfill its obligations under this Agreement, the MSIA and/or Town may exercise the enforce the following remedies in its discretion:

a. with respect to the payments identified in Section 6 (b), (c), (d), and (e), charging any unpaid Fees relating to the Property against the Property by adding that charge to and making it part of the next annual property tax assessment roll of the Town of Marlborough, and such charges shall be levied and collected at the same time and in the same manner as Town-assessed real property taxes, subject to giving Owner written notice and opportunity to be heard by the Town Board on not less than 14 days' notice;

b. Recovery by action commenced in a court of appropriate jurisdiction, in which case the Owner shall be responsible for payment of reasonable attorney's fees expended by the HMSIA and/or the Town in prosecuting such action;

c. Failure of timely payment of reserved capacity charges under paragraph 6(a) of this Agreement shall be a material default which entitles the Town to accelerate the balance of payments due and to cancel the reservation of capacity for the gallons unpaid for, until and unless the Town receives payment of the accelerated balance in full within 30 days of notice of default and demand.

The Town's remedies under this section 8 shall be cumulative, and there shall be no obligation on the part of the Town to elect any particular remedy.

9. The term of this Agreement shall be four (4) years (the “Term”). If the Contingencies described in section 12 below are not fulfilled within the Term, the Town may (a) extend the Term for a reasonable period of time if the Town reasonably determines that (i) the Owner has exercised due diligence and good faith efforts to fulfill the Contingencies on its part to fulfill, (ii) the unfulfilled Contingencies are reasonably likely to be fulfilled within a reasonable period of time, and (iii) there have been no material changes to the Project; (b) propose reasonable alternatives to provide the required amount of wastewater service to the Property if other feasible sources wastewater services are then available or (c) terminate this Agreement if the Town reasonably determines that Contingencies cannot be fulfilled or are unlikely to be fulfilled within a reasonable amount of time and there are no other reasonable alternatives to provide the required amount of wastewater service to the Property. Upon the fulfillment of the Contingencies and connection to the facilities in accordance with this Agreement and all required permits and approvals, the Property shall be entitled to receive wastewater service from the MSIA.

10. This Agreement benefits and binds Owner and any subsequent owner of the Property or any portion of the Property. This Agreement is binding upon the heirs, successors and assigns of Owner and shall run with the land comprising the Property. The parties shall record this Agreement or a Memorandum of this Agreement with the Clerk of Ulster County, indexed to the Property.

11. Miscellaneous.

a. Nothing in this Agreement, express or implied, is intended to confer upon any third-party any rights or remedies under or by reason of this Agreement. Each party

represents that it is entering into this transaction as principal for its own account and not as an agent for any other party.

b. This Agreement is deemed to be a contract entered into and shall be interpreted under the laws of the State of New York, except the provisions thereof pertaining to the conflicts of laws.

c. Each party will, at any time and from time to time, at the request of any other party, make, execute, acknowledge, and deliver, or cause to be done, all such further acts, deeds or other documents as may reasonably be necessary or appropriate to complete the transactions contemplated by this Agreement.

d. This Agreement, together with the terms and conditions in effect from time to time, constitutes the entire agreement of the parties as to the subject matter hereof, supersedes all prior understandings (whether written or oral) and may not be amended or modified except by a written document signed by both parties and stating that it is intended to amend this Agreement.

e. Each party represents to the other party that it has the power and authority to execute, deliver and perform this Agreement, that all actions necessary to authorize the execution, delivery and performance of this Agreement have been duly taken, that it has duly executed and delivered this Agreement and that this Agreement is legal, valid and binding on it, and enforceable against it, in accordance with its terms.

f. This Agreement and the right, duties and obligations contained herein shall be solely for the benefit of the parties hereto and their permitted assignees and

transferees, and no third party, customer, resident, Owner or other user or prospective user of sewer service within the service area of the HMSIA or otherwise, shall have any rights hereunder as a third-party beneficiary, or otherwise.

g. The parties agree that the Supreme Court, Ulster County, New York, shall have exclusive jurisdiction of any disputes arising under this Agreement, and that all disputes shall be tried before the Court without a jury.

h. All notices and written communications between the parties concerning this Agreement, except the Town's invoices and Owner's remittances, shall be deemed to have been delivered upon receipt or refusal of delivery to the following addresses:

If to the Town: Supervisor
Town of Marlborough
Town Hall
21 Milton Turnpike, Suite 200
Milton, New York 12547

If to Owner: SDL Marlborough LLC
561 Seventh Avenue, Suite 903
New York, New York 10018

Either party may change the address to which notice is to be sent by like notice. In the event of transfer by Owner of the Property, Owner shall notify the Town of such transfer within ten days of the transfer and supply the Town with the name and mailing address of the transferee. Any successor elected official shall be deemed to have been changed as to this notice provision by virtue of his or her assumption of their office.

i. This Agreement may only be amended by a written agreement of the Town and Owner. If any provision, clause or part of this Agreement or the application thereof

under certain circumstances, is held invalid, the remainder of this Agreement, or the application of each provision, clause or part under other circumstances, shall not be affected thereby.

j. The failure of the Town or Owner to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights or benefits granted hereunder or the future performance of any such term, covenant or condition.

12. Contingencies. This Agreement shall be conditioned on the Town's approval of the upgrading and improvement of the facilities of the HMSIA pursuant to Town Law section 202-b. Owner's payment obligations under this Agreement shall be conditioned on Owner's receipt of conditional final approvals from the Town of Marlborough Planning Board, the Town Board and any other governmental agency having jurisdiction over the Project. The Town has made no warranties or representations to the Owner concerning the future development of the Property, the outcome of any review by the Town Board or the Planning Board of the Project, or any other approvals that may be needed from any agency or department of the Town.

TOWN OF MARLBOROUGH

SDL MARLBOROUGH, LLC

By: _____
Name: Scott Corcoran
Title: Supervisor

By: _____
Name:
Title:

STATE OF NEW YORK, COUNTY OF ULSTER) ss.:

On the ____ day of _____, 2023 before me, the undersigned, a notary public in and for said state, personally appeared **Scott Corcoran**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF) ss.:

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ITEM #6 Comments on the agenda
No comments on the agenda.

ITEM #7 Report of Departments and Boards
A) SUPERVISOR – SCOTT CORCORAN

Supervisor's Report February 2023

Attended the Ulster County Town Supervisors and Mayors monthly meeting at the Municipal Center in Marbletown NY.

Had a conference call with Janie Leonick, General Adjuster of Property Claim Travelers Property Casualty Company of America on the North Pier Fire claim. The claim is looking to be settled for an estimated total of \$72,176.71 for the fire damage at the pier and \$164,218.05 representing the building code (ADA compliance) work which will be required on the dock.

Had multiple meetings with Town engineer Phil Bell and all the contractors for General Construction, HVAC, Plumbing and Electrical to go over the schedule and the to do list for the TOMVAC renovation project.

Had Multiple meetings with Sue Sullivan, Robert Pollock, Bob Willson, Mike DiSimone and Kevin Goggin to go over the \$2 million dollar Restore NY Grant the Town applied for with Mr. Pollock for his Milton projects.

Met with School Superintendent Michael Rydell, Rosanne Mele, Chief Coccozza and all the School Safety Committee members to review the overall emergency management plans with the school district buildings.

Met with School Superintendent Michael Rydell and Rosanne Mele with Chief Coccozza to discuss our SRO shared services agreement contract amendment and New school resource officer.

Had a conference call with CSX representatives Kevin Kewandowski, Erin Goglia, Carol Engel and Town attorney Jerry Comatos about the Milton Landing crossing project.

Met with Chief Coccozza and Code Enforcement Officer Corcoran to go over new parking tickets and to update our code book to reflect all the changes we would like to put into our tickets and code.

Had multiple meetings with Rosemary and Jerry Wein with Deputy Supervisor Applier to go over the Municipal Park Grant as well as the Milton Landing Park LWRP Grant.

Had multiple conference calls with Barbara Kendal from the NYS Office of Planning, Development & Community Infrastructure and Monique LeGendre, the Senior Project Manager from the Mid-Hudson Empire State Development of NYS to discuss our Grants.

Met with Tina Rosa and Todd McNuff, Vice President of Corporate Services from NFP our Town Insurance to go over our Insurance needs for the year.

Met with Emma Cohen, Anna Markowitz from Senator Hinchey's office and Deputy Supervisor Appler to go over Grant requests that Senator Hinchey might be able to help the Town of Marlborough apply for.

Met with Herb Litts, Sean Grim from GPI engineering to go over the Highway / Water Dept. building renovation project. In attendance were Councilman Zambito, Superintendent Alonge, Superintendent Muggeo, Chief Coccozza, Building Inspector Corcoran and Deputy Superintendent Lazaroff.

Had multiple conference calls with Dennis Larios to go over the Marlboro sewer expansion project and reservation agreement for Dockside project. We also discussed the declassification of the Marlboro Reservoir which will help with insurance.

Had multiple conversations with Ron Cypers and Scott Leyton to discuss the terms of the reservation agreement for their project and the Marlboro sewer plant.

Attended the Marlboro / Milton senior citizens meeting to discuss what has been going on in Town and answer any of their questions.

Had multiple meetings with Assessor Cindy Hilbert, Superintendent Mike Rydell, Deputy Supervisor Gael Appler, Legislator Tom Corcoran and Marlboro fireman Tom Coupart to discuss the Fireman's new tax exemption local law.

Had multiple meetings with Dallas Manson, Business Development Manager for Nexamp to discuss the new solar farm being built at Baileys Gap Road.

Respectfully submitted,

Scott Corcoran

Supervisor- Town of Marlborough

B) BUILDING INSPECTOR - THOMAS CORCORAN

**THOMAS CORCORAN - BUILDING INSPECTOR
MONTHLY REPORT - BUILDING DEPARTMENT
MONTH OF: JANUARY 2023**

CERTIFICATE OF OCCUPANCY	8	STOP WORK ORDER	0
REQUEST FOR INFORMATION	10	FIRE CALLS	0
TRAILER PARK RENEWALS	0	ORDER TO REMEDY	8
BUILDING EXTENSIONS	13	COMPLAINTS	26
FIRE INSPECTIONS	35	CLOTHING BIN RENEWALS	0
TOTAL MILEAGE	1190	TOTAL GAS USAGE	87

BUILDING PERMITS

ADDITION / RENOVATION	8	POOL / HOT TUB	0
BARN	1	ROOF	3
BURNING	27	SHED	3
COMMERCIAL	1	SIGNS	0
DECK/STAIRS	3	SINGLE FAMILY	2
DEMOLITION	1	SOLAR PANELS	5
ELECTRICAL / HVAC	4	TANK INSTALL / REMOVAL	0
FURNACE / BOILER	4	WIRELESS COMMUNICATION	1
GENERATOR	2	WOOD / PELLET STOVE	1
TOTAL PERMITS	66	EST. COST OF BUILDINGS	\$8,180,026.00

FEES COLLECTED

CERTIFICATE OF OCCUPANCY	\$1,475.00
PERMIT EXTENSIONS	\$3,614.50
BUILDING PERMITS	\$17,265.84
REQUEST FOR INFORMATION	\$2,000.00
TOTAL BUILDING FEES	\$24,355.34
FIRE INSPECTIONS	\$3,300.00
TRAILER PARK RENEWALS	\$0.00
TOTAL FIRE FEES	\$3,300.00
BURNING FEES	\$45.00
TOTAL FEES	\$27,700.34

C) POLICE CHIEF - GERALD COCOZZA

Police Department
Town of Marlborough

MEMORANDUM

To: Town Board of the Town of Marlborough
From: Chief Cocozza
Date: February 13, 2023
Subject: Activity Summary for the Month of January 2023



Following is a summary of the activity of the Police Department for the month of January 2023

<u>MOTOR VEHICLE ACCIDENT</u>	January 23	Yr. Date 23	January 22	Yr. Date 22
Personal injury	4	4	8	8
Fatal	0	0	0	0
Property Damage	12	12	26	26
Total	16	16	34	34

<u>SUMMONSES ISSUED</u>	January 23	Yr. Date 23	January 22	Yr. Date 22
Vehicle and Traffic	125	125	57	57
Parking	0	0	1	1

<u>COMPLAINT ACTIVITY</u>	January 23	Yr. Date 23	January 22	Yr. Date 22
Total Blotter Entries	1083	1083	1471	1471
Total Arrests	29	29	20	20

<u>TOTAL TELEPHONE CALLS</u>	January 23	Yr. Date 23	January 22	Yr. Date 22
	1011	1011	1956	1956

POLICE DEPARTMENT OVERTIME HOURS payroll 02 & 03

Full Time Officer Overtime	(see attached)	(see attached)
Full Time Officer Grant O/T	(see attached)	(see attached)
Part Time Officer Overtime	(see attached)	(see attached)
Part Time Officer Gant O/T	(see attached)	(see attached)
Full Time Dispatchers Overtime	0 (\$0) 0	8 (\$372) 8
Part Time Dispatchers Overtime	32 (\$919) 32	25 (\$674) 25

<u>Police Mileage</u>	10711	10711	8980	8980
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Police Department
Town of Marlborough

MEMORANDUM



Activity Summary for the month of January 2023

Page 2.

Police Department Payroll 2 & 3 Regular Hours

	January 23	Yr. Date	January 22	Yr. Date
Full Time Police Officer	1152	1152	1209	1209
Part Time Police Officer	1000.5	1000.5	1160.75	1160.75
Full Time Dispatcher	488	488	324	324
Part Time Dispatcher	265.75	265.75	564	564
Traffic Officer	36	36	65	65

Police Department Fuel Consumption

Police	997.815	997.815	1173.421	1173.421
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Use of Force

0-use of force	YTD 0 - use of force
0-deer	YTD 0 - deer
0 - Animal	YTD 0 - animal
0- Hands	YTD 0 - hands

Civilian Complaints 0

0- use of force	
2 - deer	YTD 2- deer
0- Animal	YTD 0-animal
0- Hands	YTD 0- hands

Civilian Complaints 0



Incident Breakdown By Month Report



Print Date/Time: 02/09/2023 13:34
Login ID: lvanamburgh.maripd
Year: 2023

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	5 50.0	5 50.0	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	10
911 Abandoned	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	0 0.0	0 0.0	0 0.0	2
911 Misdeal	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
Accident Personal	4 66.7	2 33.3	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	6
Accident Property	12 75.0	4 25.0	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	16
Alarm Burglary	16 88.9	2 11.1	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	18
Alarm Panic	2 100.0	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	2
Animal	10 83.3	2 16.7	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	12
Assault	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
Assist EMS	65 86.7	10 13.3	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	75
Assist Fire	19 65.5	10 34.5	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	29
Assist Other	8 88.9	1 11.1	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	9
ATV Complaint	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
Civil Matter	5 100.0	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	5
Criminal Mischief	3 100.0	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	3
Custody Dispute	3 100.0	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	3
Disabled Vehicle	2 100.0	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	2
Disorderly	2 100.0	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	2
Dispute	7 100.0	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	7
Domestic Dispute	17 100.0	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	17
Erratic Vehicle	9 75.0	3 25.0	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	12
Fight	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
Fireworks	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
Fraud	4 66.7	2 33.3	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	6
Harassment	3 60.0	2 40.0	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	5
Information	7 77.8	2 22.2	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	9



Incident Breakdown By Month Report



Print Date/Time: 02/09/2023 13:34
Login ID: jvanamburgh.maripd
Year: 2023

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
	#	#	#	#	#	#	#	#	#	#	#	#	#
	%	%	%	%	%	%	%	%	%	%	%	%	%
Larceny	7	1	0	0	0	0	0	0	0	0	0	0	8
	87.5	12.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Lock Out	3	0	0	0	0	0	0	0	0	0	0	0	4
	75.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Lost or Missing	2	2	0	0	0	0	0	0	0	0	0	0	4
	50.0	50.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Mental Health Law	0	1	0	0	0	0	0	0	0	0	0	0	1
	0.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
New Call	2	1	0	0	0	0	0	0	0	0	0	0	3
	66.7	33.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Police Public	7	4	0	0	0	0	0	0	0	0	0	0	11
	63.6	36.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Police Station	1	0	0	0	0	0	0	0	0	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	
Property Check	626	81.5	142	16.5	0	0	0	0	0	0	0	0	768
	81.5	16.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Property Found	1	50.0	0	0	0	0	0	0	0	0	0	0	2
	50.0	50.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Property Lost	2	40.0	3	60.0	0	0	0	0	0	0	0	0	5
	40.0	60.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Property Retrieval	7	100.0	0	0	0	0	0	0	0	0	0	0	7
	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Psychiatric	1	100.0	0	0	0	0	0	0	0	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	
Road Hazard	6	75.0	2	25.0	0	0	0	0	0	0	0	0	8
	75.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Robbery	1	100.0	0	0	0	0	0	0	0	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	
School Check	59	78.7	16	21.3	0	0	0	0	0	0	0	0	75
	78.7	21.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
School Incident	5	45.5	6	54.5	0	0	0	0	0	0	0	0	11
	45.5	54.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Serve Papers	3	100.0	0	0	0	0	0	0	0	0	0	0	3
	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Shots Fired	1	100.0	0	0	0	0	0	0	0	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	
Special Detail	1	100.0	0	0	0	0	0	0	0	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	
Suspicious	8	88.9	1	11.1	0	0	0	0	0	0	0	0	9
	88.9	11.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Traffic Complaint	4	57.1	3	42.9	0	0	0	0	0	0	0	0	7
	57.1	42.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Traffic Stop	105	69.5	46	30.5	0	0	0	0	0	0	0	0	151
	69.5	30.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Trespass	1	100.0	0	0	0	0	0	0	0	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	
Unknown Police	1	100.0	0	0	0	0	0	0	0	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	
Unwanted Subject	2	100.0	0	0	0	0	0	0	0	0	0	0	2
	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Vehicle	2	100.0	0	0	0	0	0	0	0	0	0	0	2
	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	



Incident Breakdown By Month Report



Print Date/Time: 02/09/2023 13:34
Login ID: jvanamburgh.maripd
Year: 2023

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
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Warrant Execution	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
Welfare Check	17	85.0	3	15.0	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	20
Total:	1083	79.4	281	20.6	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	1364

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	\$56	\$3,233	\$3,177	2%
DARE	\$84	\$4,200	\$4,116	2%
F/T Court	\$0	\$3,052	\$3,052	0%
F/T Holiday *	\$307	\$42,335	\$42,028	1%
F/T Investigations	\$60	\$8,268	\$8,208	1%
F/T Shift Cover	\$134	\$18,197	\$18,063	1%
F/T Training	\$447	\$7,367	\$6,920	6%
P/T Court	\$0	\$4,557	\$4,557	0%
P/T Holiday *	\$444	\$10,020	\$9,576	4%
P/T Investigations	\$120	\$7,137	\$7,017	2%
P/T Shift Cover	\$85	\$16,604	\$16,519	1%
P/T Training	\$418	\$5,412	\$4,994	8%
F/T Firearms training & taser	\$0	\$3,578	\$3,578	0%
P/T Firearms training & Taser	\$0	\$7,684	\$7,684	0%
FT Special detail	\$0	\$7,156	\$7,156	0%
PT Special Detail	\$0	\$7,277	\$7,277	0%
Total	\$2,155	\$156,077	\$153,922	1%
*Holiday	\$751	\$52,355	\$51,604	1%

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>
Grant Funds				
BUNY (buckle up NY)	\$0	\$750	\$750	0%
DWI (driving while intoxicated)	\$223	\$5,000	\$4,777	4%
PTS (police traffic services)	\$60	\$2,250	\$2,190	3%

Chief Coccozza added that the department received a \$32,000.00 grant for body cameras. They will purchase 16 cameras and they should be up and running in May. The department also received approval for reimbursement for the \$50,000.00 vehicle grant.

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 January 2023

During the month we picked up Christmas trees throughout both Towns. We hired DiLorenzo Tree Care to remove several dead trees on Grand St., Mt. Rose Rd., Mill House Rd., Ridge Rd., Old Indian Rd., Maple St. and Watson Ave. We rented a stump grinder and removed all the stumps of the trees that were taken down. We also spent several days trimming trees. On 1/20 we had to remove a tree that had fallen into Round Pond at the Town Park.

We assisted UCRRA chipping the brush pile at the Landfill. We had JKN Trucking transport the chips to the UCRRA facility in Kingston.

We continued to ditch along the roadsides in both Towns. We had to repair a ditch line on Ridge Rd. that had been washed out from a rainstorm on 1/25.

On 1/23, 1/25 and 1/31 we had rain and snow events which required us to send out trucks to salt and sand the road ways.

We set a new storage container behind our salt building for the Water Department to store all their fittings.

Throughout the month we sent crews out to cold patch.

Fuel Usage: Gas: 121.861 gal. Diesel: 1,404.489 gal.

Respectfully submitted,

John Alonge, Highway Superintendent

Councilman Zambito thanked Gary Lazaroff, Jerry Murtagh, Mike Scaturro, and Cliff Rood for working with him to relocate the walkway bridge and line the ditch with shot rock at the Marlboro Nature Trail. He stated that the guys are very skilled and they were great to work with. Someone donated a couple hundred yards of topsoil to be spread on the other side of the train tracks at the Milton Landing to finish the landscaping. His guys cleaned up the landing after the recent storm. Supervisor Corcoran thanked Councilman Zambito, the Highway Department and the Water Department.

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: 2/12/2023

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

RE: MONTHLY REPORT FOR JANUARY

Water consumption totaled 15,666,000 gallons, which is a daily usage of 505,354.
Compared to last month 16,341,000 gallons, which is a daily usage of 527,129.
Compared to a year ago water consumption was 16,324,000 gallons for the month, which is a daily usage of 526,580.

SUMMARY FOR THE MONTH

CURB BOXES: We had to repair 2 curb boxes. Jonathan Place and Old Post Rd.

METERS: We had to replace 25 Orion meters to prepare for billing.

SERVICE LINES: We had to repair a service line on Main St.

WATERMAINS: Inspected the installation of 1200 feet of water main and valves at the Bayside project.

We prepared the removal of our storage shed and started transferring our inventory into our new sea container. We assisted the Highway Dept. to remove a tree that fell in Round Pond at the Town Park.

SEWER LINE INSPECTIONS: 0
SERVICE LINE INSPECTIONS: 0
CLOSINGS: 3
MARKOUTS: 30
Gallons of Gas: 175
Gallons of Diesel: 0
Mileage for the month: 1,300

Charlie Muggeo added that the current meters are failing and will not be able to be read unless they physically enter people's homes. He would like to replace them with new meters with the software that was presented by the Badger representatives. He explained that they cost about the same as the current ones. It took three years to install the current meters because they had to schedule the install with the homeowners.

F) TOWN CLERK - COLLEEN CORCORAN

02/01/2023

Town Clerk Monthly Report Monthly Report January 01, 2023 - January 31, 2023

Page 1

Account Description	Fee Description	Account#	Qty	Local Share
building Dept/ Burn permits	Burn Permits	00-2110	1	30.00
			Sub-Total:	\$30.00
Dog Licensing	Female, Spayed	A2544	10	50.00
Dog Licensing	Female, Unspayed	A2544	1	10.00
Dog Licensing	Male, Neutered	A2544	10	50.00
Dog Licensing	Male, Unneutered	A2544	2	20.00
			Sub-Total:	\$130.00
General Fund	Towing Licenses	00-2590	5	1,500.00
General Fund	Water Service	2144SW	1	1,000.00
			Sub-Total:	\$2,500.00
LANDFILL FEES	T/s Permits	00-2130	13	824.00
LANDFILL FEES	T/s Punch Cards	00-2130	18	1,338.00
			Sub-Total:	\$2,162.00
Misc Fees	Building Fees\Building Dept	00-2110	1	10,518.16
Misc Fees	Fire Fees\Building Dept	00-2110	1	1,480.00
			Sub-Total:	\$11,998.16
MISC. FEES	Accident Reports	00-1255	4	20.00
MISC. FEES	Certified Copies	00-1255	8	370.00
			Sub-Total:	\$390.00
Park and Rec Fees	Train Station Fee	2001	2	900.00
			Sub-Total:	\$900.00
Permit Fees	Sewer	00-212255	1	250.00
			Sub-Total:	\$250.00
YRP Polar Express	YRP Polar Express	00-2025	1	810.00
			Sub-Total:	\$810.00
Total Local Shares Remitted:				\$19,170.16
Amount paid to: NYS Ag. & Markets for spay/neuter program				29.00
Total State, County & Local Revenues:				\$19,199.16
Total Non-Local Revenues:				\$29.00

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
------------	------	------------	------

G) WASTEWATER TREATMENT FACILITY- JULIAN FALCO

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

February 3, 2023

For the month of January 2023, 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 = **158,000** gallons per day.
 - (About **90%** of design capacity.)
- Average BOD removal = **94%**
- Average Suspended Solids removal = **88%**

Milton WWTP

- Average Daily flow = **33,000** gallons per day.
 - (About 55% of design capacity)
- Average BOD removal = **97%**
- Average Suspended Solids removal = **89%**

Both the Marlboro and Milton treatment plants operated normally during the month of January without any major changes or events. The replacement motor for the screw pump at the Marlboro Facility was delivered and has been installed. Both screw pumps are operating normally. The heavy flow for the Marlboro Plant was due to large amounts of inflow and infiltration (rain water) coming into our collection system. Fortunately the system was able to operate normally without any major issue. 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~~

Thursday, February 2, 2023

January 2023 Monthly Report

Monthly Report – 1/1/2023 through 1/31/2023

Overview:

We received a total of 12 calls this month including 2 calls to service from the Marlborough Police, New York State Police or Ulster County Sherriff.

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

We currently have 3 open case or complaint.

We Impounded 0 dogs this month.

0 appearance tickets were issued this month

There were 1 dog bite reported this month

We have 1 Dangerous Dog case under investigation

National News:

Punxsutawney Phil, the weather prognosticating groundhog, during the 136th celebration of Groundhog Day on Gobbler's Knob in Punxsutawney, Pa., has predicted 6 more weeks of Winter Please continue to be careful with your pets outdoors, there is more single digit weather coming our way.

End of report.

I) ASSESSOR - CINDY HILBERT

Assessor's Office

Memo

To: Town Board
From: Cindy Hilbert
CC: Colleen Corcoran
Date: February 7, 2023
Re: **February** Report

We prepared 6 tax estimates.

We received 32 transfers for the Month of January.

We are slowly getting in our renewal exemption applications for the Aged, Non-Profit and Agricultural Exemptions. All exemptions must be filed on or before March 1, 2023. We sent out a final reminder notice at the end of January for all our exemption renewals.

The State Department of Taxation and Finance has been managing all **NEW** STAR and Enhanced STAR applications. Any questions or concerns should be directed to the NYS Department of Tax and Finance Department.

We are continuing to work on collecting our new construction and will continue to field review our sales from the month of January.

The County will be mailing out post cards (2,800+) to all the residential property owners in the Town to let them know that they may be eligible for the Senior Aged Exemption if they meet certain criteria (these will be printed on the post cards). This is occurring because of the recent changes in the NYS Real Property Tax Law governing this exemption.

There has been a recent change to the Real Property Tax Law which governs the Volunteer Firefighters and Ambulance Workers (RP-466-a) Exemption. Each taxing jurisdiction will need to adopt the new law and set their parameters for the exemption administration.

J) PLANNING - CHRIS BRAND

Town of Marlborough

Planning Board Review January 2023

January 2023 Financial Report	
January 2023 Application Fees	\$0
January 2023 Escrow Fees	\$16,055.53
January 2023 Recreation Fees	\$4,000
January 2023 Invoices	\$9,912.46

Meeting: January 3, 2023

***Meeting Canceled**

NEXT Deadline

Friday, January 6, 2023

NEXT Scheduled Meeting

Tuesday, January 17, 2023

Meeting: January 17, 2023

ATTENDEES

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

AGENDA

Approval of Stenographic Minutes for 11/21/2022 & 12/19/2022

Approval for the above minutes was granted unanimously after making a correction to the 12/19/2022 minutes.

Kris Noto Orange Street, 33-35 Orange Street, Marlboro: Preliminary, Subdivision

- After discussion of Town Engineer Pat Hines' comments regarding the subdivision, the Board issued a Negative Declaration for the project and authorized their attorney to draft a Resolution of Approval for the next regularly scheduled meeting.

Terra Group, 2021-2025 Route 9W, Milton: Sketch, Site Plan

- Neither the applicant nor their representative was in attendance. .

*****Discussion*****

The Board held a lengthy discussion regarding the process applicants must undergo to receive approval. The Board will continue to review the process to see when and where improvements can be made.

NEXT Deadline

Friday, January 20, 2023

NEXT Scheduled Meeting

Monday, February 6, 2023

Respectfully Submitted,

Chris Brand, Chairman, Town of Marlborough Planning Board

ITEM #8 Report of Committees

A) RECREATION COMMITTEE

Councilwoman Sessa stated that the committee meeting was changed to Wednesday, February 15, 2023 at Brix instead of on Valentine's Day. They plan to finalize the date for the annual Easter Egg Hunt. They were trying to plan a sledding under the stars event but the weather has not cooperated.

B) EMERGENCY MANAGEMENT PREPAREDNESS COMMITTEE

No report.

C) CONSERVATION ADVISORY COMMITTEE

Mici Simonofsky explained some items included in the CAC report which is incorporated into the minutes as follows:

Town of Marlborough Conservation Advisory Committee

Meeting Report for the Marlborough Town Board

Tuesday, February 7, 2023, 6:45 PM

Marlboro Library, Route 9W, Marlboro, NY 12542

For Review and reference:

[Link to the HVRC Clean Energy Community Page](#)

[Link to the NY State Climate Smart Communities Page](#)

[Link to the CAC page on the town website](#)

The meeting was called to order at 7 PM with the Pledge of Allegiance. In attendance: Mici Simonofsky as Chair; Jannelle Koszarek, Coordinator; Manny Cauchi, town Board Member; Howard Baker, Jefferey Eckes; Joan Delatorre; Brian Simonofsky, Niki Surceski; Don Smerdon; Joseph Caserto; Naseem Haidaoui; Pam Torres; Matthew Sabia on Google Meet; Guests Max Eckes and Rosemary Wein.

Approval of Report of January 4, 2023 meeting [link to the meeting minutes](#) was tabled to give members opportunity to view reports on Google Drive.

Rosemary Wein, grant writer for the Town of Marlborough, was introduced to the CAC so that we will have shared information with her in order to obtain and support future grant requests for the Town.

Climate Smart Community Coordinator Jannelle Koszarek presented a demonstration of the use of Google shared drive followed by a slide show presentation of the Climate Smart Community website. She offered her services to provide a tutorial meeting for any members in need of additional information on using a Google drive. As the CSC outline of necessary elements for certification was explained, a request was made to the members to express their interest to participate in any of the opportunities and if they would be Project Captains. All were encouraged to contact the Chair and/or the Coordinator for additional information or to volunteer for their chosen participation. Those who offered their services at the meeting: Niki Sturceski as Secretary pending additional information; Joseph Caserto - website development; Jeff Eckes public presentation on Passive Housing and an "Ice Box Challenge".

In order to meet a requirement for public outreach, we discussed possible participation with the Town's Recreation Committee at the annual Easter Egg Hunt and creating an Earth Day event. Don Smerdon volunteered to assist on this.

Our next meeting date is Tuesday, March 7 at 6:30.

Respectfully submitted,
Mici Simonofsky, Chair pro tem

D) IT COMMITTEE

No report.

E) MILTON TRAIN STATION FOUNDATION

Supervisor Corcoran explained that the towns insurance representative said that the town needs to know who is in any town building at all times. The locks at the Train Station have been changed and anyone needing to use the building will need to let the Town Clerks office know.

F) MILTON LANDING CITIZENS COMMITTEE

No report.

G) MARLBORO HAMLET ECONOMIC DEVELOPMENT COMMITTEE

No report.

H) MEET ME IN MARLBOROUGH

Supervisor Corcoran read the following MMiM report which is incorporated into the minutes as follows:

February 13, 2023

Meet Me in Marlborough Town Board Report

1. *1/24/23 Meeting with Town of Marlborough's Building Inspector and Code Enforcement Officer and County Legislator Thomas Corcoran to discuss MMiM's boulevard banners to help us fulfill a grant requirement. MMiM is asking the Town of Marlborough to sponsor the MMiM banners to help us continue to promote our town. (a letter was submitted)*

2. *February & March Promotions:
- MMiM's Gift Certificate (link) (image below)*

3. *Grant projects to be completed - boulevard banners*

4. *Yearly Community Calendar - included on MMiM website. (see below for 2022 list) MMiM goals is to provide our community with a yearly calendar to help plan annual and future events. To use as a reference to help avoid conflicts with other community events. We are requesting all annual community events & fundraiser information to be emailed to meetmeinmarlborough@gmail.com and to be included in this year's yearly calendar. We will enter the information onto the calendar or Town, School, Civic and Organizational representatives are welcome to enter their event directly to MMiM's website. Email meetmeinmarlborough@gmail.com for instructions.*

5. *Creation of MMiM Map & Business Listing Posters to be displayed at members locations.*

6. *Quarterly Members Meeting & Networking Events:*

- March (date and location to be announced), June, Oct. Dec.

7. Planning this year's events -

April/May - Sat. 4/22 or Sat. 4/29 Spring Blossom & May Fest Event May - Sat. 5/21 & rain date 5/22

May Farm & Artisan Market

May - Oct. HHV Farmers Market

Oct. - Sat. 10/7 & Sun. 10/8 rain date Bounty Festival

Oct. - Sat. 10/28 2 pm - 4 pm Kids & Adults Trick or Treat in the Hamlet of Marlboro Nov. Sat. 11/18 – Buy Local Event & Thanksgiving Farmers Market

Nov. & Dec. Tractor Parade

8. Will deliver the chair from the Lattingtown School to be displayed at the Town Hall.

- Previous note - On 11/9 - Tom Schoeder & I went to meet Joseph Camuglia at the Lattingtown School (on the south end of Marlborough). Joe donated a desk from the school to be kept for historical purposes. We hope it could be put on display at the Marlborough's Town Hall. This is Joe info. (This was our family home, where we grew up. Our Grandfather bought the house in 1941.) (see photos below).

9. An informational plaque about the farmers statue creation. To show the history of why the statue was created, by who and why to be made and included by the statue at the Town Hall.

10. 12 Calls scheduled by American Cruise Lines (Sep 23 – Oct 22)

https://www.americancruiselines.com/cruises/new-england-cruises/udson-river-cruises?gclid=CjwKCAiA3KefBhByEiwAi2LDHC0AoEF3vKWGJn-QA0VkcjPyuzynrYiFWr6apjLsWKKfBhtIAuXfJhoCIT0QAvD_BwE

BJ is currently contacting additional cruise lines to visit Marlborough farms, wineries and businesses.

11. Locust grove fruit farm bicentennial will be 5/20 barbecue; tractor parade and a couple bands will be included. More details TBA

Thank you, MMiM BOD

Supervisor Corcoran added that American Cruise Lines is paid in full for the year. Lindblad Excursions are not going to dock this year and Seastreak is still interested in booking.

I) HAMLET OF MILTON ASSOCIATION COMMITTEE

Councilwoman Sessa reported that the Spring Fling Fundraiser will be on April 26th tentatively at Locust Grove Brewery and the annual cleanup day will tentatively be April 30th.

J) TRANSFER STATION REVIEW COMMITTEE

No report.

ITEM #10 Old Business

A). Tomvac Rehabilitation Update

Supervisor Corcoran gave an update in his report.

ITEM #11 New Business

A). To write a letter to the Marlboro School District regarding the renewing of our lease

Supervisor Corcoran explained that it is the 10th year that the Town has been in the 21 Milton Turnpike building. He asked the Board for a motion to move forward with writing a letter about renewing the lease for another 10 year option with the Marlboro School District.

Councilwoman Sessa made a motion to allow the Supervisor to write a letter to Marlboro Central School District to exercise the towns 10 year lease option for 21 Milton Turnpike. Motion seconded by Councilman Molinelli.

Yeas: 5 Nays: 0 Carried

ITEM #12 Correspondences

Supervisor Corcoran stated that he received correspondence and grant checks for member items from Senator Skoufis for the TOMVAC building. The checks were in the amount of \$39,281.44 and \$202,712.09.

The Supervisor stated that he shared correspondence from MMiM with the Board about the proposed boulevard banners so they can discuss further.

Supervisor Corcoran read correspondence from Erica Affuso. The letter was asking if she could donate and install a natural style park bench that she would face to the west toward the sunset at the Marlboro Reservoir in memory of her beloved dog Izzy who passed away in 2022. Ms. Affuso and her dog Izzy, used to enjoy going to the Reservoir frequently. The park bench would be valued at approximately \$500.00.

Councilwoman Sessa made a motion accept a donation of a park bench valued at approximately \$500.00 from Erica Affuso in memory of her dog, Izzy. Motion seconded by Councilman Molinelli.

Yeas: 5 Nays: 0 Carried

Supervisor Corcoran read correspondence from Marlboro Elementary School Special Education Teacher and Team Leader, Emily Oetjen, requesting use of Cluett Schantz Park on Saturday, April 22, 2023 for a Color Run. The Color Run will be a fundraiser for Autism Awareness and will be open to all students K-5 to spread awareness and acceptance. The money raised will go to people diagnosed with Autism Spectrum Disorder (ASD).

Councilman Molinelli made a motion to waive the fees for use of the park for a Color Run for Autism Awareness on Saturday, April 22, 2023. Motion seconded by Councilwoman Sessa.

Yeas: 5 Nays: 0 Carried

Supervisor Corcoran read correspondence from Marlboro United Soccer Club (MUSC) requesting use of the lower soccer field for specific dates for their spring season.

Councilman Zambito stated that they need to be aware that an adult will need to accompany the players to the restroom because of past problems; vandalism and uncleanness will not be tolerated.

Colleen Corcoran stated that she let them know last year and will reiterate for this year. She also let them know a few dates they requested are not available.

Councilman Cauchi made a motion to allow MUSC use of the lower soccer field for the specific dates for their spring session with the understanding of the maintenance/bathroom rules as outlined by Councilman Zambito. Motion seconded by Councilman Zambito.

Yeas: 5 Nays: 0 Carried

Supervisor Corcoran read a letter from Peter Carofano representing the Marlboro Fire District. The letter states that the fire district is purchasing a parcel of land on Orange Street and they are asking that the Planning Board Fees be waived.

Supervisor Corcoran stated that it would just be for the application fee.

Councilman Molinelli made a motion to waive the Planning Board application fee for the Marlboro Fire Department. Motion seconded by Councilman Zambito.

Yeas: 5 Nays: 0 Carried

Supervisor Corcoran read a resignation letter from Marlborough Police Sargeant Justin Pascale. His resignation will be effective February 28, 2023. The letter also stated Sargeant Pascale's request to be re-appointed as Part Time School Resource Officer (SRO) as of March 1, 2023.

Supervisor Corcoran thanked Sargeant Pascale for all of his years of service and stated that there should be a formal resolution appointing Justin Pascale as SRO at the next meeting.

ITEM #13 Public Comments

No public comment.

ITEM #14 Resolutions

- A). Resolution #30 To amend the Town of Marlborough Employee handbook
- B). Resolution #31 To introduce a local law of the year 2023
- C). Resolution #32 To authorize the filing of Negative Declaration and notice thereof pursuant to the requirements of SEQRA and 6 NYCRR § 617.12 of its implementing Regulations
- D). Resolution #33 To authorize the Town Supervisor to sign an agreement
- E). Resolution #34 To appoint a member to the Zoning Board of Appeals
- F). Resolution #35 To authorize the supervisor to sign the SRO agreement

ITEM #15 Adjournment

Councilman Molinelli made a motion to adjourn the meeting at 9:04 p.m. Motion seconded by Councilman Cauchi.

Yeas: 5 Nays: 0 Carried

*Respectfully submitted,
Danielle Cherubini
Deputy Town Clerk*

February 13, 2023

A). Resolution #30 To amend the Town of Marlborough Employee handbook

Supervisor Corcoran proposes the following:

Whereas, the Town Board of the Town of Marlborough adopted the Town of Marlborough Employee Handbook by resolution on June 25, 2012, and

Whereas, the Town Board wishes to amend the handbook to include the following updates.

311 Holidays

The following are holidays and dates of observance for all regular, full-time employees

OMIT THE FOLLOWING: and planning board secretary (5 hours).

312 Vacation

OMIT THE FOLLOWING:

The Planning Board Secretary

<i>Date of Hire</i>	<i>Vacation Time (Working days)</i>
<i>After 3 years service</i>	<i>5 (25 hours)</i>
<i>After 7 years of service</i>	<i>10 (50 hours)</i>
<i>After 14 years service</i>	<i>15 (75 hours)</i>

And moves for its adoption:

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

February 13, 2023

Supervisor Corcoran proposes the following:

B). Resolution #31 To introduce a local law of the year 2023

Supervisor Corcoran, seconded by Councilwoman Sessa, introduced the following proposed local law, to be known as Local Law No. 1 of 2023, entitled:

LOCAL LAW NO. 1 OF 2023 A LOCAL LAW PROVIDING FOR PARTIAL EXEMPTION FROM TAXATION OF CERTAIN REAL PROPERTY OWNED BY AN ENROLLED MEMBER OF AN INCORPORATED VOLUNTEER FIRE COMPANY OR FIRE DEPARTMENT SERVING THE TOWN OF MARLBOROUGH PURSUANT TO SECTION 466-a OF THE REAL PROPERTY TAX LAW.

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

Section 1. Purpose.

This Local Law is enacted for the purpose of exempting from taxation certain real property owned by an enrolled member of an incorporated volunteer fire company or fire department which serves the Town of Marlborough to the extent of ten percent (10%) of the assessed value of such real property, as authorized by Section 466-a of Real Property Tax Law of the State of New York.

Section 2. Amendment.

The Town of Marlborough Code entitled **Chapter 137. TAXATION** shall be and hereby is amended by this Local Law by the addition of a new Article IV Exemption for Volunteer Firefighters, which shall read in its entirety as follows:

Article IV Tax Exemption for Volunteer Firefighters

§ 137-18. Legislative Intent.

The purpose of this Article is to provide a partial exemption from taxation imposed by the Town of Marlborough upon real property situated within the Town of Marlborough owned by persons who voluntarily serve as members of an incorporated volunteer fire company

or fire department serving the Town of Marlborough (a “Volunteer Fire Company or Fire Department”) subject to the provisions set forth herein, pursuant to the authority granted to the Town by § 466-a of the Real Property Tax Law of the State of New York.

§ 137-19. Partial Exemption Granted.

A. Real property within the Town of Marlborough owned by an enrolled volunteer member of a Volunteer Fire Company or Fire Department or by such enrolled member and his or her spouse shall be exempt from taxation to the extent of ten percent (10%) of the assessed value of such property for Town and Special District purposes, exclusive of special assessments, Water District, Water Improvement Area, Sewer District and Sewer Improvement Area ad valorem levies, and assessments for capital improvements, subject to the following requirements.

B. Such exemption shall not be granted unless:

1. The enrolled member/applicant of the Volunteer Fire Company or Fire Department resides within the Town of Marlborough;
2. The real property is the primary residence of the enrolled member/applicant;
3. The real property is used exclusively for residential purposes; provided however, that in the event any portion of such real property is not used exclusively for the enrolled member/applicant’s residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion used for residential purposes shall be entitled to the exemption provided by this Article; and
4. The enrolled member/applicant has been certified by the authority having jurisdiction of the Volunteer Fire Company or Fire Department (the “Governing Authority”) as an enrolled member of such Company or Department having served a minimum of (2) two consecutive years of service. Such Governing Authority shall certify eligibility for the exemption utilizing the official service records of each enrolled member/applicant.

§ 137-20. Lifetime Partial Exemption Eligibility.

Eligible real property owned by an enrolled member of the Volunteer Fire Company or

Fire Department who accrues more than (20) twenty years of active service and whose enrollment is so certified by the applicable Governing Authority of the Volunteer Fire Company or Fire Department shall be granted the ten percent (10%) exemption as authorized by this Article for the remainder of the enrolled member's life as long as such real property remains his or her primary residence in the Town of Marlborough.

§ 137-21. Line of Duty Death Partial Exemption Eligibility.

Un-remarried spouses of volunteer firefighters from the Volunteer Fire Company or Fire Department killed in the line of duty shall be entitled to continue the partial exemption granted hereunder; provided, however, that:

1. Such un-remarried spouse is certified by the Governing Authority as an un-remarried spouse of an enrolled member of the Volunteer Fire Company or Fire Department who was killed in the line of duty when so enrolled; and
2. such deceased volunteer firefighter had been an enrolled member of Volunteer Fire Company or Fire Department for at least (5) five years; and
3. the eligible real property owned by such deceased volunteer firefighter at the time of his or her death had been receiving the exemption prior to his or her death.

§ 137-22. Deceased Member Partial Exemption Eligibility.

Eligible real property owned by un-remarried spouses of deceased volunteer firefighters of a Volunteer Fire Company or Fire Department shall be entitled to continuation of the partial exemption granted hereunder, provided, however, that:

1. Such un-remarried spouse is certified by the Governing Authority as an un-remarried spouse of a person who was an enrolled volunteer member of a Volunteer Fire Company or Fire Department at the time of his or her death; and
2. such deceased volunteer firefighter had been an enrolled member of a Volunteer Fire Company or Fire Department for at least (20) twenty years; and
3. the eligible real property benefited from the partial exemption prior to his or her death.

§ 137-23. Application Procedure.

A volunteer firefighter must annually, on or before the applicable taxable status date, file an application for such property tax exemption with the assessor responsible for preparing the assessment roll for the Town of Marlborough on a form as prescribed by the New York State Commissioner of Taxation and Finance.

Section 3. Severability

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of this Local Law, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase of this Local Law, which shall remain in full force and effect.

Section 4. Repeal

All ordinances, local laws, and parts thereof inconsistent with this Local Law are hereby repealed.

Section 5. Authority

This Local Law is enacted pursuant to the Municipal Home Rule Law and Real Property Tax Law §466-a. This Local Law shall supersede the provisions of Town Law to the extent it is inconsistent with the same, and to the extent permitted by the New York State Constitution, the Municipal Home Rule Law, or any other applicable statute.

Section 6. Effective Date

This law shall become effective upon filing with the office of the New York State Secretary of State in accordance with the Municipal Home Rule Law.

Supervisor Corcoran 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 law. He offered the following resolution which was seconded by Councilwoman Sessa, who moved its adoption:

Whereas, on February 13, 2023, Supervisor Corcoran has introduced this local law for the Town of Marlborough, to be known as LOCAL LAW NO. 1 OF 2023 A LOCAL LAW PROVIDING FOR PARTIAL EXEMPTION FROM TAXATION OF CERTAIN REAL PROPERTY OWNED BY AN ENROLLED MEMBER OF AN INCORPORATED VOLUNTEER FIRE COMPANY OR FIRE DEPARTMENT SERVING THE TOWN OF MARLBOROUGH PURSUANT TO SECTION 466-a OF THE REAL PROPERTY TAX LAW.

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 of interest and citizens shall have an opportunity to be heard, to be held at the Town Hall, 21 Milton Turnpike, Milton, New York, on February 27, 2023, at 7:00 o'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 notice shall be in the following form:

NOTICE OF PUBLIC HEARING

TAKE NOTICE, that the Town Board of the Town of Marlborough will hold a public hearing at the Town Hall, 21 Milton Turnpike, Milton, New York on February 27, 2023 at 7:00 o'clock, p.m., on Local Law No. 1 of the Year 2023, on a proposed Local Law of the Town of Marlborough, Ulster County, New York to be known as LOCAL LAW NO. 1 OF 2023 A LOCAL LAW PROVIDING FOR PARTIAL EXEMPTION FROM TAXATION OF CERTAIN REAL PROPERTY OWNED BY AN ENROLLED MEMBER OF AN INCORPORATED VOLUNTEER FIRE COMPANY OR FIRE DEPARTMENT SERVING THE TOWN OF MARLBOROUGH PURSUANT TO SECTION 466-a OF THE REAL PROPERTY TAX LAW.

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, at the Town Hall, 21 Milton Turnpike, Milton, New York, between the hours 8:00 a.m. and 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 persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: Milton, New York
 February 13, 2023

COLLEEN CORCORAN, TOWN CLERK

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

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

DATED: Milton, New York
February 13, 2023

COLLEEN CORCORAN, TOWN CLERK

February 13, 2023

E). Resolution #34 To appoint a member to the Zoning Board of Appeals

Supervisor Corcoran proposes the following:

Whereas, a vacancy has occurred on the Zoning Board due to the resignation of member William Giametta, and

Whereas, the current board wishes to fill the vacancy, and

Whereas, the Town Clerk has posted an ad in the official newspaper seeking an interested person to fill the vacancy.

Now therefore be it resolved, that Lawrence Bartolotti is hereby appointed to fill the zoning board seat effective immediately with a term ending date of December 31, 2024

And moves for its adoption:

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

February 13, 2023

F). Resolution #35 To authorize the supervisor to sign the SRO agreement

Supervisor Corcoran proposes the following:

Whereas, the Town of Marlborough (the “Town”) entered into that certain Inter-Municipal Agreement with the Marlborough Central School District (the “School District”) on or about October 28, 2019 (“the IMA”) pursuant to which the Town provided SRO services to the School District; and

Whereas, the IMA was amended by Addendum dated on or about February 28, 2022; and

Whereas, the Town and the School District wish to further amend the IMA to provide for the services of a fourth “floating” SRO and to extend the term of the IMA on the terms and conditions set forth in the Amendment to Inter-Municipal Agreement in the form attached to this Resolution (the “Amendment”); and

Whereas, it is deemed to be in the best interests of the Town and the School District to be further amend the IMA as set forth in the Amendment;

It is hereby resolved that the Amendment is approved and that the Supervisor of the Town is authorized sign the Amendment in substantially the form attached hereto on behalf of the Town. The foregoing resolution was duly put to a vote which resulted as follows:

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

DATED: Milton, New York
February 13, 2023

COLLEEN CORCORAN, TOWN CLERK