

FIRST MEETING OF THE MONTH  
TOWN BOARD TOWN OF MARLBOROUGH  
21 MILTON TURNPIKE, MILTON NY  
FEBRUARY 10, 2025 7:00 PM  
MINUTES OF MEETING

Present: Supervisor Corcoran  
Councilman Zambito  
Councilman Cauchi  
  
Danielle Cherubini, Deputy Town Clerk

Absent: Councilman Molinelli  
Councilwoman Sessa

ITEM #1 Call to order - Pledge of Allegiance

ITEM #2 Moment of Silence

ITEM #3 Motion to approve agenda

***Councilman Cauchi made a motion to approve the agenda. Motions seconded by Councilman Zambito.***

***Yeas: 3        Nays: 0        Carried***

ITEM #4 Motion to approve minutes from January 27, 2025 Town Board Meeting

***Councilman Cauchi made a motion to approve minutes from the January 27, 2025 Town Board Meeting. Motion seconded by Councilman Zambito.***

***Yeas: 3        Nays: 0        Carried***

Motion to approve minutes from January 27, 2025 Public Hearing

***Councilman Cauchi made a motion to approve minutes from the January 27, 2025 Public Hearing. Motion seconded by Councilman Zambito.***

***Yeas: 3        Nays: 0        Carried***

ITEM #5 Authorize payment of bills

*Supervisor Corcoran explained that the bills are high this time of year because the town collects for the fire departments and library and then pays those entities. He gave the breakdown as follows:*

*Sarah Hull Hallock Free Library - \$189,200*

*Marlboro Fire – \$1,098,400.00*

*Milton Fire – \$838,025.00*

*Highway Department construction bills were also paid in the amount of \$190,698.00 which leaves \$131,005.00 which is a typical abstract.*

**Councilman Cauchi made a motion to authorize payment of the abstract in the amount of \$2,447,328.71. Motion seconded by Councilman Zambito.**

**Yeas: 3      Nays: 0      Carried**

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

ITEM #7 Report of Departments and Boards

**THOMAS CORCORAN - BUILDING INSPECTOR  
MONTHLY REPORT - BUILDING DEPARTMENT  
MONTH OF: JANUARY 2025**

CERTIFICATE OF OCCUPANCY	<u>8</u>	STOP WORK ORDER	<u>0</u>
REQUEST FOR INFORMATION	<u>9</u>	FIRE CALLS	<u>1</u>
TRAILER PARK RENEWALS	<u>0</u>	ORDER TO REMEDY	<u>16</u>
BUILDING EXTENSIONS	<u>3</u>	COMPLAINTS	<u>28</u>
FIRE INSPECTIONS	<u>17</u>	CLOTHING BIN RENEWALS	<u>0</u>
TOTAL MILEAGE	<u>1,898</u>	TOTAL GAS USAGE	<u>119</u>

**BUILDING PERMITS**

ADDITION / RENOVATION	<u>6</u>	POOL / HOT TUB	<u>0</u>
BARN	<u>1</u>	ROOF	<u>1</u>
BURNING	<u>23</u>	SHED	<u>1</u>
CARPORT / GARAGE	<u>0</u>	SIGNS	<u>0</u>
DECK/STAIRS	<u>4</u>	SINGLE FAMILY	<u>0</u>
DEMOLITION	<u>0</u>	SOLAR PANELS	<u>3</u>
ELECTRICAL / HVAC	<u>3</u>	TANK INSTALL / REMOVAL	<u>0</u>
FURNACE / BOILER	<u>1</u>	WIRELESS COMMUNICATION	<u>0</u>
GENERATOR	<u>0</u>	WOOD / PELLET STOVE	<u>0</u>
TOTAL PERMITS	<u>43</u>	EST. COST OF BUILDINGS	<u>\$508,777.00</u>

**FEES COLLECTED**

CERTIFICATE OF OCCUPANCY	<u>\$1,400.00</u>
PERMIT EXTENSIONS	<u>\$1,033.00</u>
BUILDING PERMITS	<u>\$4,984.00</u>
REQUEST FOR INFORMATION	<u>\$1,800.00</u>
<b>TOTAL BUILDING FEES</b>	<u><b>\$9,217.00</b></u>
FIRE INSPECTIONS	<u>\$1,110.00</u>
TRAILER PARK RENEWALS	<u>\$0.00</u>
<b>TOTAL FIRE FEES</b>	<u><b>\$1,110.00</b></u>
<b>BURNING FEES</b>	<u><b>\$60.00</b></u>
<b>TOTAL FEES</b>	<u><b>\$10,387.00</b></u>

**Police Department  
Town of Marlborough**

**MEMORANDUM**

To: Town Board of the Town of Marlborough

From: Chief Cocozza

Date: February 10, 2025

Subject: Activity Summary for the Month of January 2025



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Following is a summary of the activity of the Police Department for the month of January 2025

<u>MOTOR VEHICLE ACCIDENT</u>	January 25	Yr. Date 25	January 24	Yr. Date 24
Personal injury	4	4	1	1
Fatal	0	0	0	0
Property Damage	23	23	22	22
Total	27	27	23	23

<u>SUMMONSES ISSUED</u>				
Vehicle and Traffic	46	46	151	151
Parking	20	20	3	3

<u>COMPLAINT ACTIVITY</u>				
Total Blotter Entries	1453	1453	1131	1131
Total Arrests	16	16	22	22

<u>TOTAL TELEPHONE CALLS</u>				
	1309	1309	1187	1187

POLICE DEPARTMENT OVERTIME HOURS payroll 2 & 3

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	16.25 (\$720)	16.25	0 (\$0)	0
Part Time Dispatchers Overtime	56 (\$2001)	56	24 (\$482)	24
<u>Police Mileage</u>	13364	13364	10825	10825

Police Department  
Town of Marlborough

MEMORANDUM



Activity Summary for the month of January 2025

Page 2.

Police Department Payroll 2 & 3 Regular Hours

	January 25	Yr. Date	January 24	Yr. Date
Full Time Police Officer	952	952	1144.75	1144.75
Part Time Police Officer	1284	1284	1286.5	1286.5
Full Time Dispatcher	320	320	488	488
Part Time Dispatcher	456	456	304	304
Traffic Officer	0	0	64	64

Police Department Fuel Consumption

Police	1321.904	1321.904	1270.718	1270.718
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Use of Force

0 -use of force YTD 0 - use of force  
0- Hands YTD 0 - hands  
0- Taser YTD 0- Taser

0- use of force  
2- Hands YTD 2- hands  
0Taser

Civilian Complaints 0

Civilian Complaints 0



## Incident Breakdown By Month Report



Print Date/Time: 02/06/2025 08:35  
Login ID: jvanamburgh.marpd  
Year: 2025

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	80.0	1	20.0	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
911 Abandoned	2	66.7	1	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	3
911 Misdiel	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
Accident Personal	4	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	4
Accident Property	23	92.0	2	8.0	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	25
Alarm Burglary	25	83.3	5	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	30
Animal	8	80.0	2	20.0	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
Assist EMS	68	84.0	13	16.0	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	81
Assist Fire	13	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	13
Assist Other	2	66.7	1	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	3
Burglary	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	2	50.0	2	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	4
Criminal Mischief	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
Custody Dispute	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
Disabled Vehicle	10	90.9	1	9.1	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	11
Dispute	6	85.7	1	14.3	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	7
Domestic Dispute	21	80.8	5	19.2	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	26
Erratic Vehicle	10	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	10
Fraud	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
Harassment	5	83.3	1	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	6
Information	2	66.7	1	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	3
Larceny	5	83.3	1	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	6
Lock Out	10	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	10
Police Public	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
Property Check	895	89.8	102	10.2	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	997
Property Lost	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



## Incident Breakdown By Month Report



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ORI Number: NY0555800  
Incident Type: All

Incident Type	January		February		March		April		May		June		July		August		September		October		November		December		Yearly Totals
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Property Retrieval	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
Psychiatric	2	66.7	1	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	3
Public Service	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	10	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	10
School Check	118	87.4	17	12.6	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	135
School Incident	6	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	6
Sex Offense	2	66.7	1	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	3
Special Detail	13	81.3	3	18.8	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
Suspicious	31	91.2	3	8.8	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	34
Traffic Complaint/	10	38.5	16	61.5	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	26
Traffic Stop	93	79.5	24	20.5	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	117
Unknown Police	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
Vehicle	4	80.0	1	20.0	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
Warrant Execution	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
Welfare Check	26	92.9	2	7.1	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	28
Total:	1453	87.3	212	12.7	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	1665

**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	\$0	\$3,229	\$3,229	0%
DARE	\$870	\$4,656	\$3,786	19%
F/T Court	\$0	\$6,243	\$6,243	0%
F/T Holiday *	\$2,824	\$53,652	\$50,828	5%
F/T Investigations	\$171	\$9,364	\$9,193	2%
F/T Shift Cover	\$0	\$21,849	\$21,849	0%
F/T Training	\$0	\$8,419	\$8,419	0%
P/T Court	\$0	\$7,401	\$7,401	0%
P/T Holiday *	\$5,664	\$3,943	(\$1,721)	144%
P/T Investigations	\$747	\$7,915	\$7,168	9%
P/T Shift Cover	\$745	\$27,719	\$26,974	3%
P/T Training	\$0	\$8,194	\$8,194	0%
F/T Firearms training & taser	\$0	\$7,814	\$7,814	0%
P/T Firearms training & Taser	\$0	\$11,174	\$11,174	0%
FT Special detail	\$100	\$9,419	\$9,319	1%
PT Special Detail	\$0	\$6,644	\$6,644	0%
<b>Total</b>	<b>\$11,121</b>	<b>\$197,635</b>	<b>\$186,514</b>	<b>6%</b>
*Holiday	\$8,488	\$57,595	\$49,107	15%

**Police Officer Grant Overtime** ( these figures are not exact and are intended  
 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	\$614	\$614	0%
DWI (driving while intoxicated)	\$471	\$7,000	\$6,529	7%
PTS (police traffic services)	\$0	\$2,948	\$2,948	0%



**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 2025**

Throughout this month we did our annual Christmas tree pick up and spent several days picking up litter along our roads in both Towns. We had a crew out cold patching both Towns.

We had our excavator out removing stone on Highland Ave. There had been an issue that created freezing road conditions when it rained during the winter months, this should eliminate that from occurring again.

We had several snow and ice storms this month. All our trucks were out salting and plowing.

In regard to the ongoing renovation, we spent several days removing existing walls and creating a better set up for the Ambulance office and the break room. Also, a new storage room was created for highway items.

We assisted the Water Department with water main breaks on Old Indian Rd., Plattekill Rd. and Prospect St. We also assisted with cold patching on Plattekill Rd. and Hudson Terrace.

**Fuel Usage:** Gas: 114,214 gal. Diesel: 1,675.169 gal.

Respectfully submitted,

John Alonge, Highway Superintendent

JA/cm

**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: 2/10/2024**

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

**RE: MONTHLY REPORT FOR JANUARY**

Water consumption totaled 13,716,000 gallons, which is a daily usage of 442,451  
Compared to last month 13,317,000 gallons, which is a daily usage of 429,581.  
Compared to a year ago water consumption was 14,062,000 gallons for the month, which  
is daily usage of 453,600.

**SUMMARY FOR THE MONTH**

**BILL:** We prepared bills for billing. Read meters for Billing.  
**CURB BOXES:** We had to repair a curb box and stem valves on Five Star Drive.  
**HYDRANTS:** We repaired a hydrant that was hit by a car on Lattintown Rd.  
**METERS:** We replaced 50 meters, because of battery failure. We also had to replace 4  
frozen meters.  
**WATER MAINS:** We had to repair a 12 inch watermain and 6 inch main on Prospect St.  
with the help of the Highway Dept.  
We had to put out Winter Mix cold patch over our water main break road cuts.

**SEWER LINE INSPECTIONS:** 0  
**SERVICE LINE INSPECTIONS:** 0  
**CLOSINGS:** 6  
**MARKOUTS:** 20  
**Gallons of Gas:** 395  
**Gallons of Diesel:** 45  
**Mileage for the month:** 2,225

Account Description	Fee Description	Account#	Qty	Local Share	
building Dept/ Burn permits	Burn Permits	00-2110	1	35.00	
			<b>Sub-Total:</b>	<b>\$35.00</b>	
Conservation	Conservation	A1255	2	3.04	
			<b>Sub-Total:</b>	<b>\$3.04</b>	
Dog Licensing	Female, Spayed	A2544	3	15.00	
Dog Licensing	Female, Unspayed	A2544	1	10.00	
Dog Licensing	Male, Neutered	A2544	9	45.00	
Dog Licensing	Male, Unneutered	A2544	1	10.00	
			<b>Sub-Total:</b>	<b>\$80.00</b>	
General Fund	Towing Licenses	00-2590	6	1,800.00	
			<b>Sub-Total:</b>	<b>\$1,800.00</b>	
LANDFILL FEES	T/s Permits	00-2130	17	1,034.00	
LANDFILL FEES	T/s Punch Cards	00-2130	34	2,580.00	
			<b>Sub-Total:</b>	<b>\$3,614.00</b>	
Misc Fees	Building Fees\Building Dept	00-2110	1	12,217.13	
Misc Fees	Fire Fees\Building Dept	00-2110	1	250.00	
Misc Fees	YRP Zumba	00-2025	6	450.00	
			<b>Sub-Total:</b>	<b>\$12,917.13</b>	
MISC. FEES	Accident Reports	00-1255	22	110.00	
MISC. FEES	Bank Fees (NSF)	00-1256	2	60.00	
MISC. FEES	Burgular Permits	00-2590	1	20.00	
MISC. FEES	Certified Copies	00-1255	5	140.00	
MISC. FEES	Clerk Fees	00-1255	1	5,500.00	
MISC. FEES	Community Rm. w/ Kitchen	00-2001	2	900.00	
MISC. FEES	Community Rm. w/o Kitchen	00-2001	2	1,200.00	
MISC. FEES	Foi Requests	00-1255	6	98.81	
MISC. FEES	Park Fees	00-2001	3	875.00	
			<b>Sub-Total:</b>	<b>\$8,903.81</b>	
Park and Rec Fees	Train Station Fee	2001	3	1,350.00	
			<b>Sub-Total:</b>	<b>\$1,350.00</b>	
<b>Total Local Shares Remitted:</b>				<b>\$28,702.98</b>	
Amount paid to: NYS Ag. & Markets for spay/neuter program				18.00	
Amount paid to: NYS Environmental Conservation				51.96	
<b>Total State, County &amp; Local Revenues:</b>		<b>\$28,772.94</b>	<b>Total Non-Local Revenues:</b>		<b>\$69.96</b>

To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

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

February 10, 2025

For the month of January 2025, 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 = **102,000** gallons per day.
  - (**58%** of design capacity.)
- Average BOD removal = **97%**
- Average Suspended Solids removal = **98%**

**Milton WWTP**

- Average Daily flow = **28,000** gallons per day.
  - (About **51%** of design capacity)
- Average BOD removal = **98%**
- Average Suspended Solids removal = **89%**

Both the Marlboro and Milton Treatment Plants operated normally during the month of January without any major changes. Other than our routine maintenance and daily upkeep both plants had no significant events to report on. Both of the replacement heaters for the Marlboro Facility have been installed and are operating normally. We are still working with H.A Schreck on repairing a broken EQ Pump for the Milton Facility. They are waiting on the manufacturer to obtain parts and hopefully will be done sometime this month. We are currently operating normally with the one EQ Pump. 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.

21 Milton Turnpike  
Marlborough, New York, 12547

# Town of Marlborough Dog Control

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

Wednesday, February 5, 2025     **January 2025 Monthly Report**

## **Monthly Report –1/1/2025through 1/31/2025**

### Overview:

We received a total of 14 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 1 open case or complaint.

We Impounded 0 stray dogs this month.

0 appearance tickets were issued this month

There were no dog bites reported this month

We have no Dangerous Dog cases under investigation

We passed our 13<sup>th</sup> annual New York State Agriculture and Markets inspection this month.

Beginning December 2025 New York State is implementing new shelter requirements for municipalities and we are in the process of reviewing these changes and will advise the Town Board within the coming months regarding any possible impact to our 2026 budget.  
End of Report

# January 2025

## TOWN OF MARLBOROUGH PLANNING BOARD REVIEW

**CHAIR:** Chris Brand, **MEMBERS:** Fred Callo, Steve Jennison, John LaMela, Cindy Lanzetta, Joe Lofaro, Bob Troncillito,

January 2025 Financial Report	
Application Fees	\$600
Escrow Fees	\$18,900
Recreation Fees	\$0
Invoices	\$17,547.25

**January 6, 2025**  
**Regular Meeting 7:00 PM**

### **Approval of Minutes**

The minutes for the December 16, 2024, meeting was approved.

### **Announcements**

The Chairman congratulated Board Member Cindy Lanzetta and her reappointment and welcomed new member John LaMela. The Chairman also thanked Mr. Garafalo for his years of service.

Member Lanzetta also clarified a recently published letter to the editor attributed to her as a representative of the Board. The information was sent by member Lanzetta as a clarification of a recent article and was not intended to be published as a letter to the editor, nor should it have included her official capacity as a member of the Planning Board

### **Communications**

None

### **Public Hearings**

**Summit Drive Properties**  
Summit Dr, Marlboro

**23-1004**  
108.4-6-29.311

**PUBLIC HEARING**

**SITE PLAN**

### **Technical Comments**

1. Pursuant to a request by Planning Board members representatives of this office evaluated the NYS Fire Code Appendix D. Appendix D 107.1 One - two-family dwelling residential developments. Developments of one or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

#### **Exceptions:**

1. Construction of dwellings on premises which had had local site plan approval prior to January 1, 2011, with no modification to approved site plan.
  2. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2. or 903.3.1.3. access from two directions shall not be required.
  3. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus roads will connect with future development, as determined by the Fire Code Official. Based on review of this section of the code the Planning Board may wish to request an evaluation of the proposed site plan by the Town Code Enforcement Office regarding access.
2. Numerous commenters address the site distance issue within the nearby neighborhood. The Planning Board may request an evaluation of the site distance by the Towns Traffic Consultant, Creighton Manning Engineering.
  3. The project requires approval of outside user status for provision of sanitary sewer.
  4. The Planning Board may wish to request an evaluation of an alternative access point to the site from Grand Street.
  5. A Stormwater Facilities Maintenance Agreement for the site in order to assure long-term operation and maintenance of the stormwater facilities.
  6. NYSDEC approval for sewer main extension is required. It is unclear as to the ownership of the proposed sanitary sewer line.
  7. A bioretention area and stormwater pond have been designed to serve the site. Bioretention area with underdrain meets the minimum runoff reduction volume from the site. Existing site soils prohibit the project site from meeting 100% of the runoff reduction.
  8. Pretreatment prior to the bioretention facilities is provided through the use of a sediment forebay grass filter strips and vegetative channels. The project proposes to treat water quality volume through the use of the permanent pool and treatment through the bioretention facility. A minimum RRv of 434 cubic feet is treated within the bioretention facility proposed.
  9. The Stormwater Pollution Prevention Plan reduces post development runoff rates from predevelopment rates for all storm events modeled.
  10. The level spreaders at the discharge point have been oversized based on the discharge location and down gradient slopes.
  11. A stormwater pond has been designed with a fence to centrally access the treatment facility.
  12. Numerous comments from the Public Hearing regarding traffic were received. Parking within the neighboring subdivision appears to restrict access at times.
  13. A letter dated 21 October 2024 from the jurisdictional Fire Department requested looping of the fire protection water system. It is requested the applicants addressed this comment regarding the ability to loop the system and receive any comments from the Water Superintendent.
  14. Extension of the water system into the site with hydrants may require approval of the Ulster County Health Department.
  15. Details of the proposed level spreader at the stormwater discharge should be added to the plan sheets.
  16. The usable area calculations should be added to the plan sheet and incorporated into the zoning information table.
  17. The project is a Special Use in R Zone. Special Use Permit in accordance with Section 155-32 is

required. Zoning Section 155-32E General Consideration for Special Use Permits applies. The Planning Board should evaluate the project with regard to the special use criteria.  
 18. Special Use requires referral to Ulster County Planning Board. Status of Ulster County Planning review of the project should be addressed.

**Board Actions**

The Board Opened the Public Hearing and heard from members of the community. The Public Hearing was adjourned indefinitely until the applicant provides updated materials and/or decides to provide a new application submission.

**Ongoing Application Review**

<b>Marlboro Property Management</b>	<b>24-2012</b>	<b>FINAL</b>	<b>SUBDIVISION</b>
Burma Rd, Marlboro	108.3-1-21.132		

**Technical Comments**

1. The area of disturbance has been added to the plans pursuant to this office's previous comments. The area of disturbance on the site is identified as 1.28 acres. Coverage under the NYSDEC Construction Stormwater Permit is required. Residential projects between 1 and 5 acres an Erosion and Sediment Control Plan is required. Any approvals should be conditioned on receipt of coverage under the NYSDEC Stormwater Program.
2. Fire Department turn outs have been added to the plans.
3. The plans have been revised to provide individual driveways for each of the lots. Former common driveways have been removed from the site.
4. A 10-foot-wide utility easement has been depicted on the plans. Filing of the utility easement should be a condition of any approvals.
5. An email to the Code Enforcement Officer from the Ulster County Health Department has been received dated 19 December 2024. The email addresses the separation distance between the septic system on proposed Lot 2 and adjoining well. The email states "this department has confirmed that their previous permit issued for the subsurface sanitary sewer disposal system remains valid".
6. A note has been added to the bulk table identifying that Lot 1 contains a proposed 2-family house. Lot 1 requires a 2 acre minimum for the 2-family house. The 2.51-acre parcel meets the minimum lot size. Lots 2 and 3 do not have sufficient lot areas to be considered for a 2-family residential use.



Chris Kresser <ckre@co.ulster.ny.us>  
To: Tom Corcoran <tcorcoran@marlboroughny.us>

Thu, Dec 19, 2024 at 8:30 AM

Tommy:

As per our field meeting on Burma Rd for lot 2 in the subdivision, the neighboring existing well is not in the direct line of drainage from the proposed septic drain field. The topography isn't direct and there is a swale on the neighboring property in between the existing well and proposed septic. This means that there needs to be at least 100 feet of separation and not 200 feet. There is 100+ feet so the permit is valid. If you have any other questions/concerns please let me know.

Christopher A. Kresser  
Senior Public Health Sanitarian  
Ulster County Department of Health  
Environmental Health Services Division  
Golden Hill Office Building  
239 Golden Hill Lane  
Kingston, NY 12401  
Phone: (845)340-3016  
Fax: (845)340-3045  
Email: ckre@co.ulster.ny.us

#### **Board Actions**

The Board approved the Short Environmental Assessment Form, a SEQR Negative Declaration and Notice of Determination of Nonsignificance, and Resolution of Approval for this subdivision. The Board also approved \$6,000 in Recreation fees, which was later amended to \$4,000.

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**Highland Solar**  
206 Milton Trnpg, Milton

**24-2010pc**  
95.4-3-7.11, 7.21, 7.22

**FINAL**

**SITE PLAN**

#### **Technical Comments**

1. Attached under cover of this letter there is a Draft Part II EAF for the Boards use. After consideration of the Part II the Board would be in a position to make an SEQRA determination and issue a possible conditional final approval resolution. Draft Negative Declaration and approval resolutions have been prepared by the Planning Board Attorney's office. This office has reviewed the conditions of approval in the draft resolution. The draft resolution contains all required conditions to be met prior to stamping of the plans.

#### **Board Actions**

The Board reviewed and approved the Full Environmental Assessment Form. A SEQR Negative Declaration and Notice of Determination of Nonsignificance, and Resolution of Approval for this site plan was also approved.

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**Atkins Nicholas 2 Lot SD**  
6 Cubbard D,/33-35 Old Indian Rd, Marlboro

**24-2019**  
103.3-1-14

**SKETCH**

**SUBDIVISION**

### **Technical Comments**

1. The plans have been revised to show the front yard setback from the road by use. Twenty-five-foot reserve area from the center line has been depicted on Old Indian Road. It is noted, that Old Indian Road has a width of 25.5 feet which is greater than Cubbard Drive making Old Indian Road the front yard setback.
2. Lot 1 is now proposed to have a new well installed providing an individual well for each lot. The previously shared well is no longer provided.
3. Health Department approval for the subsurface sanitary sewer disposal system for Lot 2 is required.
4. A variance for Lot 2 rear yard setback is required where 75 foot is required 48.8 feet is provided.
5. Appropriate easements must be provided for access across Lot 2 for Lot 1. Easements must be reviewed by the Planning Board Attorney.
6. The applicant's representative requested to discuss with the Code Enforcement Officer whether the garage an accessory structure requires a side yard setback 28 feet where 35 feet is required for one side yard and 80 feet for both side yards.
7. The applicant has submitted an email dated 19 December 2024, identifying a conversation with the Water Department Superintendent stating that he is okay with the new well as long as it meets DOH approval. If this is the policy of the Town of Marlborough this will be acceptable however, Section 149-31.1 Connection to Public Water System Required states the owner of all houses, buildings, or properties used for human occupation, employment, recreation or other purposes situated within the District and abutting on any street, ally or right-of-way in which there is now located or may in the future be located a public water system of the District, is hereby required, at his expense to install suitable plumbing facilities therein and to connect such facilities directly to the proper water system, in accordance with the provisions of this chapter, within 90 days after the date of official notices to do so, providing that said public water system is within 100 feet of the owners property line.
8. Upon return from the Zoning Board of Appeals the application will require a Public Hearing at the Planning Board.
9. County Planning Board review of the subdivision is required as this project is located within 500 feet of NYS Route 9W.

### **Board Actions**

The Board referred the application to the ZBA for review and determination.

### **New Application Review**

**Nathason BnB**

69 Bingham Rd Marlboro

**25-1000**

108.4-8-36

**SKETCH**

**SITE PLAN**

### **Technical Comments**

1. Bed and breakfast as a special use under the Town Code. Property contains adequate parking area for the single-family home use with the bed and breakfast use. A photograph of the designated parking is provided. Bed and breakfast are regulated under Code Section 155-32.4.
2. The single bedroom use permits a maximum of 2 guests. Children 12 and under are not considered as guests.
3. The project is a special use in the zone and a Public Hearing is required.

### **Board Actions**

A Public Hearing was scheduled for this application to be held on February 3, 2025.

### **Special Topics Discussion**

None

### **Adjournment**

**NEXT SCHEDULED MEETING: Tuesday, January 21, 2025**

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**January 21, 2025  
Regular Meeting 7:00 PM**

### **Approval of Minutes**

None

### **Announcements**

None

### **Communications**

None

### **Public Hearings**

<b>Hill Top Farms BnB Linda Caradonna</b>	<b>24-2022</b>	<b>SKETCH</b>	<b>SITE PLAN</b>
798 Lattintown Rd, Milton	102.2-2-24		

### **Technical Comments**

1. The Planning Board requested resubmission of the floor plans, which were difficult to read.
2. The green houses on the site were requested to be depicted on the plans.
3. The applicant was requested to clearly delineate the property lines.
4. A discussion was held regarding the use of the pool and if Health Department approval is required for commercial use of the pool.

### **Board Actions**

Due to the applicant's absence, no additional review was taken. The Public Hearing was opened and adjourned until March 3, 2025.

### **Ongoing Application Review**

<b>Michael DiViesti</b>	<b>23-1026</b>	<b>FINAL</b>	<b>SUBDIVISION</b>
<b>6-8 DiViesti Dr, Marlboro 108.4-7-14</b>			

### **Board Actions**

At the request of the applicant, the board will continue review of this application on February 3, 2025.

### **New Application Review**

None

**Special Topics Discussion**

Due to the increased number of multi-family housing developments currently under review, or which will be reviewed in the upcoming year, the Board discussed their concerns regarding the current parking regulations currently employed for these applications. The current regulations require a minimum of 1.5 spots per unit, which the board felt could be inadequate. The Board discussed requiring a minimum of requiring 2 spots for units with 2-3 bedrooms and/or requiring 1 parking spot per bedroom. The Planning Board requests the Town Board review these regulations.

**Adjournment**

**NEXT SCHEDULED MEETING: Monday, February 3, 2025.**

*Respectfully Submitted,*

***Chris Brand, Chairman, Town of Marlborough Planning Board***

ITEM #8 Presentations

*No presentations.*

ITEM #9 Old Business

*No old business.*

ITEM #10 New Business

A). Multi Dwelling parking spaces-Planning Board request

*Supervisor Corcoran stated that in our current code, 1 ½ parking spaces are allowed per unit for a multi dwelling building which is the state minimum. The Planning Board asked the Town Board to consider increasing the parking spaces based on rooms per unit.*

*The Board members each gave their opinions and discussed this topic and agreed that 2 parking spots for a 3 bedroom unit would be appropriate and exclude senior housing. The Supervisor will speak to the Planning Board Chairman.*

ITEM #11 Correspondence

*Supervisor Corcoran read the following correspondence:*

*A letter from Jody Angelo, Cornell Local Roads Program, requesting use of the community center on September 30, 2025 for a snow and ice workshop at no charge.*

*The Board discussed this request and due to the fact that this organization is a not-for-profit and charges a fee, the Board expressed concerns. They noted that this organization is not a Town of Marlborough entity. Granting this request could set a precedent, leading to other county and state organizations requesting free use of the facility. This would ultimately impact Marlborough taxpayers, who fund the building.*

***Councilman Cauchi made a motion to make the fee the same as the resident rate for county and state requests for Community Center use. Motion seconded by Councilman Zambito.***

***Yeas: 3          Nays: 0          Carried***

*A letter from Tom Coupart requesting use of the Community Center for the Town of Marlborough Republican Caucus on June 12, 2025 at no charge.*

***Councilman Cauchi made a motion to allow the Town of Marlborough Republicans to hold their caucus at the Community Center at no charge on June 12, 2025 if the space is available.***

***Yeas: 3          Nays: 0          Carried***

*A letter from Marlboro United Soccer Club (MUSC) requesting use of the lower fields at Cluett Schantz Park for specific dates at no charge.*

***Supervisor Corcoran made a motion to allow and waive the field fees for MUSC for the dates they requested. Motion seconded by Councilman Zambito.***

***Yeas: 3          Nays: 0          Carried***

*A letter from Atmi Odza, 1770 Route 9W, Milton, requesting to and petition to extend and be connected to the sewer district for the housing he owns.*

*Supervisor Corcoran stated there will be a lot more for this property owner to do. He asked the Board if he can forward this request to the Town attorney. The Board agreed to send the request to the Town attorney.*

**ITEM #12 Public Comment**

*No public comment.*

**ITEM #13 Resolutions**

- A). Resolution #33 To appoint a part-time police dispatcher
- B). Resolution #34 To accept a gift from Apex Consulting Services
- C). Resolution #35 To amend the fee schedule
- D). Resolution #36 To adopt the NYS Climate Smart Communities Pledge Element 9 Climate Change Education and Engagement and commit to partnering with Cornell Cooperative  
*Supervisor Corcoran explained that this Resolution was tabled at the last meeting but has been renumbered because it was reworded.*
- E). Resolution #37 To authorize the filing of a Negative Declaration
- F). Resolution #38 To approve the extension of the Town of Marlborough Water District
- G). Resolution #39 To authorize the Supervisor to sign a water district contribution and capital expenditure agreement
- H). Resolution #40 To promote part time police officer to part time police detective

**ITEM # 14 Adjournment**

***Councilman Cauchi made a motion to adjourn the meeting at 7:48 p.m. Motion seconded by Councilman Zambito.***

***Yeas: 3          Nays: 0          Carried***

*Respectfully submitted,  
Danielle Cherubini  
Deputy Town Clerk*

February 10, 2025

A). Resolution #33 To appoint a part-time police dispatcher

Supervisor Corcoran proposes the following:

Whereas, the Town of Marlborough Police Department has an open position for a part time police dispatcher, and

Whereas, it is the recommendation of the Chief of Police to appoint Caden Cabrera

Be it resolved, that Caden Cabrera be appointed effective immediately.

And moves for its adoption:

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

February 10, 2025

B). Resolution #34 To accept a gift from Apex Consulting Services

Supervisor Corcoran proposes the following:

Whereas, Apex Consulting Services gave the Town of Marlborough a 300.00 gift card for an appreciation lunch.

Now therefore be it resolved, that the Town Board of the Town of Marlborough hereby accepts said donation

And it moves for adoption

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



February 10, 2025

C). Resolution #35 To amend the fee schedule

Supervisor Corcoran proposes the following

Whereas, the Town of Marlborough maintains a fee schedule that is approved at the yearly reorganizational meeting, and

Whereas, the Town of Marlborough Planning Board requested some fees to increase

Be it resolved, that the Town Board intends to amend the fee schedule to increase the following escrow fees.

APPLICATION FEES

Residential Subdivision - Single Family or Town House	Change from \$750.00 to <b>\$1000.00</b> plus \$150.00 per Lot or Unit
Residential Site Plan - Multi Family Apartments or Condos	Change from \$750.00 to <b>\$1000.00</b> plus \$100.00 per Unit
Commercial Subdivision	Change from \$600.00 to <b>\$1000.00</b> per Lot (up to 4 ) \$200.00 after
Commercial Site Plan	Change from \$1000.00 to <b>\$2000.00</b> Minimum
Minor Site Plan	Change from 350.00.00 to <b>\$500.00</b> Minimum
All other site plan reviews	Change from \$550.00.00 to <b>\$1000.00</b> Minimum
Simple 2 lot line revision	Change from \$600.00 to <b>\$1000.00</b>

ESCROW DEPOSIT	
Residential Subdivision - Single Family or Town House	Change from \$1500.00 to <b>\$2500.00</b> plus \$150.00 per Lot or Unit
Residential Site Plan - Multi Family Apartments or Condos	Change from \$1500.00 to <b>\$2500.00</b> plus \$100.00 per Unit
Commercial Subdivision	Change from \$1000.00 to <b>\$2500.00</b> per Lot (up to 4 ) \$200.00 after
Commercial Site Plan	Change from \$2000.00 to <b>\$3000.00</b> Minimum
Minor Site Plan (short term rental, home occupation, bed and breakfast	Change from \$750.00 to <b>\$1500.00</b>
All other site plan reviews	Change from \$1500.00 to <b>\$2000.00</b>
Simple 2 Lot line revision	Change from \$1000.00 to <b>\$2000.00</b>
Preliminary Conceptual Site Plan	Change from \$300.00 to <b>\$500.00</b>

And it moves for adoption

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

February 10, 2025

D). Resolution #36 To adopt the NYS Climate Smart Communities Pledge Element 9 Climate Change Education and Engagement and commit to partnering with Cornell Cooperative

Supervisor Corcoran proposes the following:

Whereas, the Town of Marlborough has taken the Climate Smart Communities Pledge, and

Whereas, the Town of Marlborough recognizes its responsibility to the community to save money and conserve and protect our natural resources while building livable, energy-independent, and secure communities and resilient infrastructures, and

Therefore, be it resolved, that the Town of Marlborough , adopts the New York State Climate Smart Communities Pledge Element 9, Climate Change Education and Engagement and commits to partnering with Cornell Cooperative Extension Ulster County to develop a webpage for the Town website addressing climate action and emergency preparedness by presenting information, photographs, resources and links for residents and by hosting up to 6 social media posts to inform Town residents of this new resource

Be it further resolved, that all content including text, images and social media posts must be pre-approved by the Town Board before being published or shared publicly

And it moves for adoption

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

February 10, 2025

E). Resolution #37 To authorize the filing of a Negative Declaration

Supervisor Corcoran proposes the following:

SEQRA NEGATIVE DECLARATION  
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

**WHEREAS**, the Town of Marlborough Town Board proposes to extend the Town of Marlborough Water District in the Town of Marlborough, Ulster County, New York (the “Action”); and

**WHEREAS**, extension of the Town of Marlborough Water District (the “Water District”) is a condition of approval of the site plan and special use permit for the resort hotel project located in the County of Ulster, Town of Marlborough at 626 Lattintown Road and 255 Ridge Road [S/B/L Numbers 102.4-3-8.8.320; 102.4-2-12; 102.4-2-13; and 102.4-2-29] (the “Property”) granted by the Town Planning Board on December 16, 2024; and

**WHEREAS**, the Property is currently known as the St. Hubert’s Lodge and Club and is not served by a municipal water supply; and

**WHEREAS**, the Property is not completely within the Water District. Parcels identified as Section 102.4, Block 3, Lot 8.320; Section 102.4, Block 2, Lot 12; Section 102.4, Block 2, Lot 13 are not in the Water District. The parcel identified as Section 102.4, Block 2, Lot 29 is partially within the Water District with the remainder being outside the boundaries of the Water District; and

**WHEREAS**, on January 23, 2025, the Town Board of the Town of Marlborough received a Petition (the “Petition”) from Marlboro Resort LLC, the owner of the Property, for the extension of the Town of Marlborough Water District to include Property (“Extended District”) and to enable the Property to be provided with potable water by the Water District; and

**WHEREAS**, the Petition included a Map, Plan, and Report in accordance with Town Law section 192; and

**WHEREAS**, on February 10, 2025, the Town Board held a public hearing on the Petition in accordance with Town Law section 193; 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 Action threatens no potential adverse impacts of significance that were not already identified and assessed within the SEQRA review of the resort hotel site plan and special use permit application; and

**WHEREAS**, the Town of Marlborough Town Board is directly undertaking review of the Action; and

**WHEREAS**, the name and address of the agency is: Town of Marlborough Town Board, 21 Milton Turnpike, Milton, New York 12547 and the Responsible Officer is Scott Corcoran, Town of Marlborough Town Supervisor, with a telephone number at (845) 795-2220; and

**WHEREAS**, the Town of Marlborough Town Board has classified this Action as unlisted action pursuant to 6 NYCRR Part 617 of the Regulations; and

**WHEREAS**, the Owner submitted a Short Environmental Assessment Form (SEAF) Part 1 and the Town of Marlborough Town Board has caused the preparation of SEAF Parts 2 and 3 for review of the Action; and

**WHEREAS**, the Town Board 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 proposed action have been identified. The Board offers the following information supporting and substantiating this determination:

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 does not involve the impairment of any designated critical environmental area;

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

5. 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;

6. The Action will not result in a major change in the use of either the quantity or type of energy;

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

8. 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;

9. The Action will not encourage or attract a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the Action;

10. 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

11. 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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Marlborough Town Board has examined the impacts which may be reasonably anticipated to result from the action, and has determined that these actions will not have any significant adverse impact on the environment and that 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 pursuant to the requirements of the State Environmental Quality Review Act; and

**BE IT FURTHER RESOLVED**, that the Town of Marlborough Town Board hereby authorizes the filing of this Negative Declaration.

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

Supervisor Corcoran	Yes
Councilperson Cauchi	Yes
Councilperson Sessa	Absent
Councilperson Molinelli	Absent
Councilperson Zambito	Yes

DATED: Milton, New York  
February 10, 2025

---

Name: Colleen Corcoran

Title: Town Clerk

Contact Person:

Scott Corcoran, Supervisor

Town of Marlborough

21 Milton Turnpike, Suite 200

Milton, New York 12547

845-795-2220

February 10, 2025

F). Resolution #38 To approve the extension of the Town of Marlborough Water District

Supervisor Corcoran proposes the following:

FOR EXTENSION OF THE TOWN OF MARLBOROUGH WATER DISTRICT  
AFTER PUBLIC HEARING

WHEREAS, the Town Board has received the petition of Marlboro Resort LLC for the extension of the boundaries of the Town of Marlborough Water District, a water district previously established under Article 12 of the Town Law of the State of New York (the “Water District”); and

WHEREAS, the territory of the proposed Water District extension is located wholly in the Town of Marlborough, County of Ulster, and State of New York, and includes Tax Parcel Nos. 102.4-3-8.8.320, 102.4-2-12, 102.4-2-13, and a portion of 102.4-2-29 as shown on the Tax Map of the Town of Marlborough (the “Water District Extension”); and

WHEREAS, the petition was accompanied by a Map, Plan and Report as required by Town Law section 192; and

WHEREAS, the Town Board, on January 23, 2025, accepted the proposed Map, Plan and Report of Passero Engineering Architecture dated September 16, 2024 (last revised January 9, 2025) (the “Map, Plan and Report”), and adopted an order directing the Town Clerk to publish and post a notice for public hearing on the Water District Extension in accordance with Town Law section 193; and

WHEREAS, the public hearing on the proposed Water District extension was held on February 10, 2025;



WHEREAS, prior to the adoption of this resolution, the Town Board received Short Environmental Assessment Form Parts 1, 2, and 3 and issued a Negative Declaration pursuant to the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, upon consideration of the petition, the Map, Plan and Report, and comments made at the Public Hearing, the Town Board makes the determinations, in accordance with Town Law section 194, hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Marlborough, as follows:

- (1) The notice of the public hearing was published and posted as required by law and was otherwise sufficient.
- (2) The petition is signed, and acknowledged or proved, or authenticated, as required by law and is otherwise sufficient.
- (3) The property and property owner within the proposed Water District Extension are benefitted thereby.
- (4) All of the benefitted property and property owners are included within the proposed Water District Extension.
- (5) It is in the public interest to establish the proposed Water District Extension as hereinafter described; and it is further

RESOLVED, that the Town Board does hereby approve the extension of the Town of Marlborough Water District; that the improvements described in the Map, Plan and Report be constructed and the service therein described be provided upon the required funds being made available or provided for; and that the District Extension be described as shown in the Water District Map and identified by Tax Parcel Numbers as set forth in the Map, Plan, and Report attached as Schedule A hereto.

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

Supervisor Corcoran	Yes
Councilperson Cauchi	Yes
Councilperson Sessa	Absent
Councilperson Molinelli	Absent
Councilperson Zambito	Yes

DATED: Milton, New York  
February 10, 2025

---

Name: Colleen Corcoran

Title: Town Clerk

Contact Person:

Scott Corcoran, Supervisor

Town of Marlborough

21 Milton Turnpike, Suite 200

Milton, New York 12547

845-795-2220

February 10, 2025

G). Resolution #39 To authorize the Supervisor to sign a water district contribution and capital expenditure agreement

Supervisor Corcoran proposes the following:

**RESOLUTION AUTHORIZING WATER DISTRICT CONTRIBUTION AND CAPITAL  
EXPENDITURE AGREEMENT**

Councilman Cauchi offered the following resolution, which was seconded by Councilman Zambito, who moved its adoption:

**WHEREAS**, the Town of Marlborough Planning Board granted to Marlborough Resort LLC special permit and site plan approvals for a resort hotel to be constructed on property located at 626 Lattintown Road and 255 Ridge Road in the Town of Marlborough, County of Ulster, State of New York, (Tax Parcel Section 102.4, Block 3, Lot 8.320; Section 102.4, Block 2, Lot 12; Section 102.4, Block 2, Lot 13; and Section 102.4, Block 2, Lot 29) (“the Property”) and, in connection therewith, has completed review of the project under SEQRA; and

**WHEREAS**, as conditions of the special permit and site plan approvals, the Planning Board required the extension of the Town of Marlborough Water District to serve the Property (the “District Extension”) and execution of a Water District Contribution and Capital Expenditure Agreement between the applicant and the Town of Marlborough (the “Town”); and

**WHEREAS**, the Town Board received a petition to extend the Town of Marlborough Water District in accordance with New York State Town Law Article 12, which petition included a Map, Plan, and Report as required by law; and

**WHEREAS**, a public hearing on the District Extension was held on February 10, 2025 in accordance with Town Law Article 12; and

**WHEREAS**, the Town adopted a resolution approving the District Extension following the closing of the public hearing; and

**WHEREAS**, the Town and Marlborough Resort LLC have negotiated the terms of the Water District Contribution and Capital Expenditure Agreement (“the Agreement”); and

**WHEREAS**, the form of the Agreement has been reviewed and approved by the attorney to the Town;  
and

**WHEREAS**, it is in the best interests of the Town to enter into Agreement and

**NOW, THEREFORE IT IS RESOLVED**, that the Town Board of the Town of Marlborough approves  
of the terms of the Agreement in the form attached hereto as Schedule A and authorizes the Town  
Supervisor to execute the Agreement on behalf of the Town.

The foregoing resolutions were duly put to a vote which resulted as follows:

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

Dated: Milton, New York

February 10, 2025

---

Colleen Corcoran, Town Clerk

## Schedule A

### WATER DISTRICT CONTRIBUTION AND CAPITAL EXPENDITURE AGREEMENT

This Water District Contribution and Capital Expenditure Agreement (this “Agreement”), made this \_\_\_\_\_ day of February, 2025, between the TOWN OF MARLBOROUGH, on behalf of itself and the Town of Marlborough Water District (the “Water District”), a municipal water district in the Town of Marlborough, with offices at Town Hall, 21 Milton Turnpike, Suite 200, Milton, New York 12547 (collectively the “Town”), and MARLBOROUGH RESORT LLC, a New York limited liability company with offices at 100 Ring Road West, Suite 101, Garden City, NY 11530 (the “Owner”).

WHEREAS, the Owner is the beneficial owner of real property described as follows: 626 Lattintown Road and 255 Ridge Road in the Town of Marlborough, County of Ulster, State of New York, which is comprised of 4 separate tax lots identified on the Town of Marlborough Tax Rolls as: Section 102.4, Block 3, Lot 8.320; Section 102.4, Block 2, Lot 12; Section 102.4, Block 2, Lot 13; and Section 102.4, Block 2, Lot 29, and more particularly described in Schedule A annexed hereto (the “Property”); and

WHEREAS, the Property is currently known as the St. Hubert’s Lodge and Club and does not have a municipal water supply; and

WHEREAS, subject to receipt of all necessary governmental approvals, Owner intends to construct a Resort Hotel at the Property consisting of various guest sleeping accommodations (currently proposed as a 28-room hotel; 49 2-guestroom cabins; 2 individual cabins, 2 guestrooms within renovated lodge, 8 5-guestroom cabins; staff dormitory building); public lobby spaces; 2 clubhouse dining rooms; a farm market with barbeque; a distillery; a spa and gym; events centers; and other accessory structures and utilities, including an accessory small scale (up to 749kW) solar array (the “Project”); and

WHEREAS, the Property is not completely within the Water District. Parcels identified as Section 102.4, Block 3, Lot 8.320; Section 102.4, Block 2, Lot 12; Section 102.4, Block 2, Lot 13 are not in the Water District, though the parcel identified as Section 102.4, Block 2, Lot 29 is partially within the Water District with the remainder being outside the boundaries of the Water District; and

WHEREAS, the Owner filed a Petition with the Town Board in furtherance of and accordance with New York State Town Law Article 12 (the “Petition”) requesting the Town Board extend the existing Water District from its current boundary to encompass the entire Property (“Extended District”) in order to receive water capacity and supply for the Project; and

WHEREAS, a Map, Plan, and Report prepared by Passero Engineering Architecture and dated September 16, 2024 (last revised January 9, 2025) identifies the Water District’s existing capacity to supply the Project with water without the need for the Water District to execute its option with the Town of Newburgh pursuant to a 2016 Inter-Municipal Agreement (“Town IMA”); and

WHEREAS, on February 10, 2025, the Town Board opened a public hearing on the Petition and Extended District in accordance with Article 12 of the New York State Town Law; and

WHEREAS, Owner has agreed that if the Water District is extended to encompass the entire Property, all governmental approvals by state and municipal agencies are issued for the Project, and provided no third-party appeals are filed within the applicable limitations periods, Owner shall at its cost and expense, design, permit, and construct various on-site water supply improvements, subject to the terms and conditions of this Agreement (“On-Site Water Improvements”); and

WHEREAS, on February 10, 2025, the Town Board opened and closed the public hearing on the Petition and Extended District; and

WHEREAS, on February 10, 2025, the Town Board granted the Petition, and adopted a resolution approving the Extended District to encompass the Property within the Water District, conditioned on the Owner entering into this Agreement and authorizing the Town Supervisor to execute same on behalf of the Town and Water District; and

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 Water District shall reserve for and will serve the Property with water, including but not limited to potable and fire suppression, for the Project in the quantities specified in the Map, Plan and Report. The Property is the exclusive and sole real property to benefit from the water supply provided as part of the Extended District.

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 water main(s) of the Water District and construction of Owner's On-Site Water Improvements. 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, without limitation, the disturbance of its municipal streets or highways.

3. The Water District has no obligation to provide water service until Owner has obtained all necessary permits and approvals for the Project and has effectuated payment of the first installment to the Water District as more fully set forth and described in Section 5(i) of this Agreement. 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 reasonable and actually incurred professional consultant costs for such inspections shall be paid by the Owner.

4. The Town's engineering, legal, and/or administrative costs of the preparation, authorization and execution of this Agreement and review of the Petition shall be defrayed out of funds deposited or to be deposited in escrow with the Town by the Owner in the initial amount of \$7,500 no later than the filing of the Petition. 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 reasonable 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 Water District over and above the amount deposited.

5. In consideration of the Property's connection to and inclusion in the Water District, and the potential need for Water District expenditures for future capital improvements or Town IMA Option Charges incurred, Owner shall remit the following contribution to the Water District to be held by the Water District and applied in its discretion to Off-Site improvements to Water District Facilities or to defray the cost of Town IMA Option Charges or as otherwise determined by the Water District ("Contribution"): The Contribution in the sum of \$600,000.00 is payable as follows:

- i. a first payment in the amount of \$200,000.00 shall be paid by the Owner upon the earlier to occur of (A) issuance of a Building Permit for the construction of any new structure as part of the Project or (B) the connection of Owner's On-Site Water Improvements, or any part thereof, to the facilities of the Water District;
- ii. a second payment in the amount of \$200,000.00 shall be paid by the Owner within 18 months of the date of the first payment.
- iii. the final amount of \$200,000.00 shall be paid by the owner within 36 months of the date of the first payment.

iv. In the event that a Building Permit is not issued for any new structure as part of the Project and no first payment pursuant to Section 5(i) is made within 24 months of the complete execution of this agreement, the Town shall have the right to send written notice to the Owner of the Town's intent to void the Extended District and this Agreement unless the Applicant, within 30 days of receipt of such notice, furnishes the first payment of \$200,000.

6. Owner's usage of the Water District water system shall be governed by all prevailing rules and regulations established by the Town.

7. If the Owner fails to timely make the Contribution described in Section 5, or a party otherwise fails to fulfill its obligations under this Agreement, the parties shall provide notice of such failure to fulfill its obligations and provide a reasonable amount of time to cure such failure, but in no case less than 60 days, prior to exercising or enforcing their discretion in an action commenced in a court of appropriate jurisdiction, in which case the party defendant shall be responsible for payment of reasonable attorney's fees expended by the party plaintiff in prosecuting such action.

8. This Agreement shall have no specific term and be subject to the Contingencies described in Section 11 below, which if not fulfilled within a period of four (4) years from the execution of this Agreement, shall result in this Agreement's termination and expiration with no further act by either party. Upon the fulfillment of the terms of Section 5(i) and connection to the facilities in accordance with this Agreement and issuance of the permits and approvals described in Section 11 below, the Property shall be entitled to receive water service from the Water District without conditions or terms.

9. This Agreement benefits and binds the 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 the 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.

10. 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 water service within the service area of the Water District 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. The parties agree that they have negotiated this Agreement for their mutual benefit and the benefit of their respective successors and assigns or transferees, and both parties have freely and willingly agreed to its provisions and waive any and all causes of action whatsoever in any jurisdiction at law or in equity challenging the legality or enforceability of this Agreement.

i. All notices and written communications between the parties concerning this Agreement, except the Town's invoices and the 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
With a Copy to:	Van DeWater & Van DeWater, LLP Gerard J. Comatos, Jr., Esq., Attorney for Town 85 Civic Center Plaza, Suite 101 Poughkeepsie, NY 12601
If to Owner:	Marlborough Resort, LLC Attn: Michael Achenbaum and Iris Schwartz 100 Ring Road West, Suite 101 Garden City, NY 11530
With a Copy to:	Cuddy & Feder LLP Anthony B. Gioffre III, Esq., Attorney for Owner 445 Hamilton Ave, Floor 14 White Plains, NY 10601

Either party may change the address to which notice is to be sent by like notice. In the event of transfer by the Owner of the Property, the Owner shall notify the Town of such transfer within 10 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.



j. This Agreement may only be amended by a written agreement of the Town and the 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.

k. The failure of the Town or the 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.

l. It is understood and agreed that no agreement of partnership is intended hereby and nothing herein shall be deemed or construed to make the Town or Owner the partner of one another or any party the agent of any other so as to authorize or empower any party to bind any other to financial or other obligations to third parties, or constitute or give rise to any joint venture.

11. Contingencies. This Agreement shall be conditioned on the receipt by Owner of all non-appealable site plan and special use permit approvals for the Project and building permits for site improvements issued by the Town Building Department. 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.

12. Intentionally omitted

13. Town Obligations. All covenants, stipulations, promises, agreements, and obligations of the Town contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Town and not of any officer, agent, servant, or employee of the Town in his or her individual capacity, and no recourse under or upon any obligation, covenant, or agreement contained in this Agreement, or otherwise based or in respect of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, agent, servant, or employee, as such, of the Town. It is expressly understood that this Agreement is a "corporate" obligation, and that no personal liability whatever shall attach to, or is or shall be incurred by, any such officer, agent, servant, or employee of the Town or any person so executing this Agreement, under or by reason of the obligations, covenants, or agreements contained in this Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such officer, agent, servant, or employee under or by reason of the obligations, covenants, or agreements contained in this Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

14. Owner Obligations. All covenants, stipulations, promises, agreements, and obligations of the Owner contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of Owner and not of any partner, member, director, officer, agent, servant, or employee of Owner in his or her individual capacity, and no recourse under or upon any obligation, covenant, or agreement contained in this Agreement, or otherwise based or in respect of thereof, shall be had against any past, present, or future partner, member, director, officer, agent, servant, or employee of Owner, or of any partner or member of Owner, or any successor thereto, or any person executing this Agreement on behalf of Owner. It is expressly understood that this Agreement is an obligation of Owner and not of any unit owner in the Project or any other person or entity, and that no personal liability whatever shall attach to, or is or shall be incurred by, any partner, member, director, officer, agent, servant, or employee of Owner, or any partner or member of Owner, or any person so executing this Agreement, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom. Any and all personal liability of, and any and all such rights and claims against, every such partner, officer, agent, servant, or employee under or by reason of the obligations, covenants, or agreements contained in

this Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

15. Town Representations. The Town represents and warrants to Owner that as of the date of this Agreement:

- a. The Town is a duly organized, validly existing New York municipal corporation; and
- b. The Town has the requisite power and authority to execute, deliver, and perform this Agreement and consummate the transactions herein described; the Town has taken all necessary actions to authorize this Agreement, and no further action is necessary to make this Agreement and the terms and provisions hereof binding and enforceable against the Town; and the person who has executed this Agreement on behalf of the Town has the authority to do so.

16. Owner Representations. Marlborough Resort LLC represents and warrants to the Town that as of the date of this Agreement:

- a. Owner is a limited liability company duly organized and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of New York; and
- b. Owner has the requisite power and authority to execute, deliver, and perform this Agreement and consummate the transactions herein described; Owner has taken all necessary actions to authorize this Agreement, and no further action is necessary to make this Agreement and the terms and provisions hereof binding and enforceable against Owner; and the person who has executed this Agreement on behalf of Owner has the authority to do so.

17. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and writings with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged. If any provision, sentence, term, clause, or word of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision, sentence, term, clause, or word herein, and this Agreement shall be enforced, to the maximum extent possible by law, with reference to the original intention of the parties hereto, from a reading of the entire Agreement, including but not limited to any such provision, sentence, term, clause, or word held to be invalid.

18. Acknowledgements. Each party agrees to within 10 days following written notice by the other party, execute, acknowledge, and deliver to the requesting party a statement in writing certifying that this Agreement, as may be amended, is still in full force and effect and stating whether or not to the actual knowledge of the signer of such certificate, without any duty of inquiry or due diligence, but based upon actual knowledge only, the other party is in default in performance of any covenant, agreement, or condition contained in this Agreement, and, if so, specifying each such default of which the signer may have actual knowledge, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective transferee, mortgagee, or assignee of any mortgage in respect of the requesting party's interest in all or any part of the Property and/or Project.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. Counterparts executed and transmitted via facsimile or pdf/e-mail transmission shall be deemed fully effective upon receipt as if the originals of such documents had been transmitted and delivered.

{Signature Page Follows}

TOWN OF MARLBOROUGH

MARLBOROUGH RESORT LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott Corcoran

Name: Michael Achenbaum

Title: Supervisor

Title: Manager

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

On the \_\_\_\_ day of February, 2025 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 February, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Michael Achenbaum, 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

45c5d1bf

dcherubini@marlboroughny.us

**AFFIDAVIT OF PUBLICATION**  
**Southern Ulster Times**

State of New York,  
County of, Ulster County,

The undersigned is the authorized designee of Southern Ulster Times, a Weekly Newspaper published in Ulster County, New York. I certify that the public notice, a printed copy of which is attached hereto, was printed and published in this newspaper on the following dates:

01/30/2025 ,02/06/2025

This newspaper has been designated by the County Clerk of Ulster County, as a newspaper of record in this county, and as such, is eligible to publish such notices.

*Christina Henke Rea*

\_\_\_\_\_  
Signature

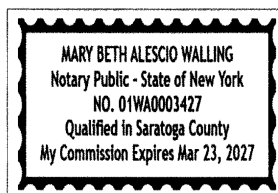
Christina Henke Rea

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me,

This 14 day of February 2025

Digitally signed  
by Mary Beth  
Alescio Walling  
Date: 2025.02.14  
15:27:13 +00:00



**TOWN OF MARLBOROUGH  
LEGAL NOTICE**

WHEREAS, the Town Board of the Town of Marlborough has heretofore established the Town of Marlborough Water District in the Town of Marlborough (the "Water District"); and WHEREAS, a petition dated January 22, 2025 has been presented to the Town Board BY Marlborough Resort LLC requesting that the Water District be extended to include the parcels of real property owned by the petitioner and identified as Tax Parcels 102.4-3-8.320, 102.4-2-12, 102.4-2-13, and 102.4-2-29 on the Tax Map of the Town of Marlborough (the "Property"), WHEREAS, the petition includes a Map, Plan and Report prepared by Passero Engineering Architecture dated September 16, 2024 and last revised on January 9, 2025, as required by law; and WHEREAS, the maximum amount to be expended by the Water District for the construction and acquisition of improvements is \$0.00, because the cost of the improvements shall be borne by the petitioner and such improvements are to be dedicated to the Water District, as extended; WHEREAS, the total estimated annual charge against the Property for usage is \$263,632.20 as specified in the Map, Plan and Report; it is hereby ORDERED, that the Town Board of the Town of Marlborough shall meet at the Town Hall, 21 Milton Turnpike, Milton, New York 12547, on the 10th day of February, 2025, at 7:00 o'clock p.m., Prevailing Time, for the purpose of conducting a public hearing on the proposal to extend the boundaries of the Water District, at which time and place all persons interested in the subject thereof may be heard concerning the same, and it is further ORDERED, that the Town Clerk of the Town of Marlborough, is hereby authorized and directed to publish a copy of this order in the official newspaper of the Town and post a copy of the same on the bulletin board in the office of the Town Clerk, in the time and manner required by law, not less than ten (10) nor more than twenty (20) days before the day set for the hearing as aforesaid. This order shall take effect immediately. DATED: Milton, New York, January 27, 2025  
COLLEEN CORCORAN, TOWN CLERK

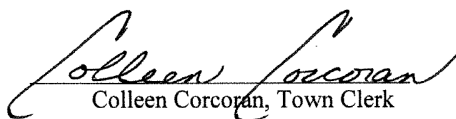
AFFIDAVIT OF POSTING

STATE OF NEW YORK )

ss.:

COUNTY OF ULSTER )

I, the undersigned Clerk of the Town of Marlborough, Ulster County, New York, DO HEREBY ATTEST that on the 28th day of January, 2025, I duly caused a copy of the attached Legal Notice to be conspicuously posted on the sign-board maintained pursuant to Town Law section 30(6) located at the entrance of Town Hall, 21 Milton Turnpike, Suite 200, Milton, New York.

  
Colleen Corcoran, Town Clerk

Sworn to before me this  
24th day of February, 2025



Notary Public

DANIELLE CHERUBINI  
Notary Public, State of New York  
Qualified in Ulster County  
No. 01CH6284534  
Commission Expires June 17, 2025

TOWN OF MARLBOROUGH  
LEGAL NOTICE

WHEREAS, the Town Board of the Town of Marlborough has heretofore established the Town of Marlborough Water District in the Town of Marlborough (the "Water District"); and  
WHEREAS, a petition dated January 22, 2025 has been presented to the Town Board by Marlborough Resort LLC requesting that the Water District be extended to include the parcels of real property owned by the petitioner and identified as Tax Parcels 102.4-3-8.320, 102.4-2-12, 102.4-2-13, and 102.4-2-29 on the Tax Map of the Town of Marlborough (the "Property"),  
WHEREAS, the petition includes a Map, Plan and Report prepared by Passero Engineering Architecture dated September 16, 2024 and last revised on January 9, 2025, as required by law; and

WHEREAS, the maximum amount to be expended by the Water District for the construction and acquisition of improvements is \$0.00, because the cost of the improvements shall be borne by the petitioner and such improvements are to be dedicated to the Water District, as extended; and  
WHEREAS, the total estimated annual charge against the Property for usage is \$263,632.20 as specified in the Map, Plan and Report; it is hereby

ORDERED, that the Town Board of the Town of Marlborough shall meet at the Town Hall, 21 Milton Turnpike, Milton, New York 12547, on the 10th day of February, 2025, at 7:00 o'clock p.m., Prevailing Time, for the purpose of conducting a public hearing on the proposal to extend

the boundaries of the Water District, at which time and place all persons interested in the subject thereof may be heard concerning the same, and it is further

ORDERED, that the Town Clerk of the Town of Marlborough is hereby authorized and directed to publish a copy of this order in the official newspaper of the Town and post a copy of the same on the bulletin board in the office of the Town Clerk, in the time and manner required by law, not less than ten (10) nor more than twenty (20) days before the day set for the hearing as aforesaid.

This order shall take effect immediately.

DATED: Milton, New York  
January 27, 2025

February 10, 2025

H). Resolution # 40 To promote part time police officer to part time police detective

Supervisor Corcoran proposes the following:

Whereas, there is an open position for a part time detective in the Town of Marlborough Police Department, and

Whereas, it is the recommendation of the Chief of Police to promote Bruce Griffing to the position.

Be it resolved, that Bruce Griffing be promoted to part time detective effectively immediately

And it moves for adoption

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