

FIRST MEETING OF THE MONTH
TOWN BOARD TOWN OF MARLBOROUGH
21 MILTON TURNPIKE, MILTON NY
OCTOBER 14, 2025 7:00 PM
MINUTES OF MEETING

Present: Supervisor Corcoran
Councilman Zambito
Councilwoman Sessa
Councilman Cauchi

Also Present: Danielle Cherubini, Deputy Town Clerk
Stephanie Masten, 2nd Deputy Town Clerk
Arlette Zambito, Recreation Chair
Manette Bowman, Resident
Laura Donovan, Resident
Ted Millar, Resident
Paul Ellis Graham, Resident
Patricia Haidaoui, Resident
Meg Thompson, Resident
Jenna Lazaroff, Resident
Katie Wallace, Resident
Maribeth King, Resident
Daniel King, Resident
Mici Simonofsky, Resident

Absent: Councilman Molinelli

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. Motion seconded by Councilman Zambito.

Yea: 4 Nays: 0 Carried

ITEM #4 Motion to approve minutes from September 22, 2025 Town Board Meeting

Councilwoman Sessa made a motion to approve minutes from the September 22, 2025 Town Board Meeting. Motion seconded by Councilman Zambito.

Yea: 4 Nays: 0 Carried

Motion to approve minutes from the September 22, 2025 Public Hearing-MS4
Councilman Cauchi made a motion to approve minutes from the September 22, 2025 Public Hearing – MS4. Motion seconded by Councilwoman Sessa.

*Yea*s: 4 *Nay*s: 0 *Carried*

ITEM #5 Authorize payment of bills -\$372,790.92
Councilman Zambito made a motion to authorize payment of the abstract in the amount of \$372,790.92. Motion seconded by Councilman Cauchi.

*Yea*s: 4 *Nay*s: 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: SEPTEMBER 2025

CERTIFICATE OF OCCUPANCY	10	STOP WORK ORDER	0
REQUEST FOR INFORMATION	18	FIRE CALLS	0
TRAILER PARK RENEWALS	0	ORDER TO REMEDY	6
BUILDING EXTENSIONS	6	COMPLAINTS	23
FIRE INSPECTIONS	13	CLOTHING BIN RENEWALS	0
	_____		_____
TOTAL MILEAGE	1,511	TOTAL GAS USAGE	90 GALS

BUILDING PERMITS

ADDITION / RENOVATION	3	MISC	2
BARN	2	POOL / HOT TUB	5
BURNING	10	ROOF	6
CARPORT / GARAGE	0	SHED	4
DECK/STAIRS	3	SIGNS	0
DEMOLITION	2	SINGLE FAMILY	1
ELECTRICAL / HVAC	6	SOLAR PANELS	6
FURNACE / BOILER	4	TANK INSTALL / REMOVAL	0
GENERATOR	3	WOOD / PELLET STOVE	1
TOTAL PERMITS	58	EST. COST OF BUILDINGS	\$1,322,937.00

FEES COLLECTED

CERTIFICATE OF OCCUPANCY	\$1,750.00
PERMIT EXTENSIONS	\$2,279.00
BUILDING PERMITS	\$7,657.81
REQUEST FOR INFORMATION	\$3,600.00
TOTAL BUILDING FEES	\$15,286.81
FIRE INSPECTIONS	_____
TRAILER PARK RENEWALS	_____
TOTAL FIRE FEES	\$0.00
	\$900.00
BURNING FEES	\$35.00
TOTAL FEES	\$15,321.81

**Police Department
Town of Marlborough**

MEMORANDUM

To: Town Board of the Town of Marlborough

From: Chief Cocozza

Date: October 14, 2025

Subject: Activity Summary for the Month of September 2025



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

<u>MOTOR VEHICLE ACCIDENT</u>	September 25	Yr. Date 25	September 24	Yr. Date 24
Personal injury	8	43	6	36
Fatal	0	0	0	0
Property Damage	13	149	15	147
Total	21	192	Total 21	183

<u>SUMMONSES ISSUED</u>				
Vehicle and Traffic	50	762	112	1180
Parking	7	41	0	36

<u>COMPLAINT ACTIVITY</u>				
Total Blotter Entries	1242	12924	1234	11252
Total Arrests	17	174	19	163

<u>TOTAL TELEPHONE CALLS</u>				
	1771	10918	1297	11290

POLICE DEPARTMENT OVERTIME HOURS payroll 20 & 21

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) 18.25	35.5 (\$1408) 98
Part Time Dispatchers Overtime	0 (\$0) 120	34.5 (\$971) 236.5

<u>Police Mileage</u>	12085	124942	9908	91940
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Police Department
Town of Marlborough



MEMORANDUM

Activity Summary for the month of September 2025

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Police Department Payroll 20 & 21 Regular Hours

	September 25	Yr. Date	September 24	Yr. Date
Full Time Police Officer	1120	8053	960	9604.75
Part Time Police Officer	1159.25	9496.75		1250.5 10835.75
Full Time Dispatcher	320	2560	320	4400
Part Time Dispatcher	464	3801	456	3384
Traffic Officer	0	0	78	627.5

Police Department Fuel Consumption

Police	1135,569	9866.095	1085.483	9357.12
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Use of Force

0 (display) -use of force	YTD 3 - use of force	1(display)- use of force
0- Hands	YTD 4 – hands	0- Hands YTD 2- hands
1- Taser	YTD 1- Taser	0Taser

Civilian Complaints 0

Civilian Complaints 0

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

Line Item	Yr. to Date	Budgeted	remaining	% utilized
Admin	\$1,369	\$3,229	\$1,860	42%
DARE	\$1,770	\$4,656	\$2,886	38%
F/T Court	\$32	\$6,243	\$6,211	1%
F/T Holiday *	\$8,431	\$53,652	\$45,221	16%
F/T Investigations	\$3,315	\$9,364	\$6,049	35%
F/T Shift Cover	\$6,916	\$21,849	\$14,933	32%
F/T Training	\$304	\$8,419	\$8,115	4%
P/T Court	\$406	\$7,401	\$6,995	5%
P/T Holiday *	\$19,405	\$3,943	(\$15,462)	492%
P/T Investigations	\$3,880	\$7,915	\$4,035	49%
P/T Shift Cover	\$7,675	\$27,719	\$20,044	28%
P/T Training	\$1,019	\$8,194	\$7,175	12%
F/T Firearms training &taser	\$304	\$7,814	\$7,510	4%
P/T Firearms training &Taser	\$1,019	\$11,174	\$10,155	9%
FT Special detail	\$1,068	\$9,419	\$8,331	12%
PT Special Detail	\$1,285	\$6,644	\$5,359	19%
Total	\$58,218	\$187,635	\$139,417	29%
*Holiday	\$27,836	\$57,595	\$29,759	48%

Police Officer Grant Overtime (these figures are not exact and are intended
 Figures are up to date of last payroll

Line Item	Yr. to Date	Budgeted	remaining	% utilized
Grant Funds				
BUNY (buckle up NY)	\$356	\$614	\$258	58%
DWI (driving while intoxicated)	\$1,830	\$7,000	\$5,170	26%
PTS (police traffic services)	\$1,188	\$2,948	\$1,760	40%

Incident Breakdown By Month Report



Print Date/Time: 10/10/2025 10:27
 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	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	Total	Total						
7 Digit Call	4	11.1	6	16.7	2	5.6	4	11.1	2	5.6	4	11.1	3	8.3	4	11.1	5	13.9	2	5.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	36	36						
911 Abandoned	2	9.1	5	22.7	1	4.5	2	9.1	3	13.6	3	13.6	1	4.5	1	4.5	0	0.0	4	18.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	22	22						
911 Misdir	1	11.1	1	11.1	1	11.1	2	22.2	3	33.3	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	9	9						
911 No Voice Call	0	0.0	1	4.5	4	18.2	1	4.5	2	9.1	4	18.2	1	4.5	2	9.1	7	31.8	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	22	22						
Abandoned	0	0.0	0	0.0	0	0.0	1	25.0	0	0.0	1	25.0	1	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	4	4						
Accident Personal	4	8.9	8	17.8	3	6.7	2	4.4	4	8.9	4	8.9	6	13.3	8	17.8	2	4.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	45	45						
Accident Property	23	14.9	15	9.7	18	11.7	20	13.0	17	11.0	17	11.0	6	3.9	13	8.4	5	32	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	154	154								
Alarm Burglary	25	13.3	18	9.6	28	14.9	25	13.3	22	11.7	10	5.3	16	8.5	18	9.6	13	6.9	13	6.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	188	188						
Alarm Panic	0	0.0	1	14.3	1	14.3	2	28.6	1	14.3	0	0.0	1	14.3	0	0.0	1	14.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	7	7						
Animal	8	7.8	16	15.7	8	7.8	11	10.8	12	11.8	11	10.8	9	8.8	9	8.8	12	11.8	6	5.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	102	102						
Assault	1	33.3	0	0.0	0	0.0	1	33.3	0	0.0	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	3	3						
Assist EMS	68	11.0	68	11.0	65	10.6	72	11.7	53	8.6	71	11.5	67	10.9	65	10.6	74	12.0	13	2.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	616	616						
Assist/Fire	13	9.2	13	9.2	11	7.8	18	12.8	12	8.5	14	9.9	24	17.0	15	10.6	13	9.2	8	5.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	141	141						
Assist/Other	2	5.4	5	13.5	3	8.1	4	10.8	3	8.1	5	13.5	5	13.5	6	16.2	4	10.8	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	37	37						
ATV Complaint	0	0.0	1	10.0	1	10.0	0	0.0	1	10.0	0	0.0	2	20.0	3	30.0	1	10.0	1	10.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	10	10						
BOLO	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	50.0	1	50.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	2						
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	0	0.0	0	0.0	0	0.0	1	1						
Child Abuse	0	0.0	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	0	0.0	0	0.0	0	0.0	2	2						
Civil Matter	2	9.5	2	9.5	1	4.8	1	4.8	2	9.5	4	19.0	4	19.0	2	9.5	3	14.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	21	21						
Criminal Contempt	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	50.0	0	0.0	1	25.0	0	0.0	1	25.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	4	4						
Criminal Mischief	3	21.4	2	14.3	1	7.1	4	28.6	1	7.1	2	14.3	0	0.0	1	7.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	14	14						
Custody Dispute	1	12.5	0	0.0	3	37.5	2	25.0	0	0.0	0	0.0	0	0.0	0	0.0	1	12.5	0	0.0	1	12.5	0	0.0	0	0.0	0	0.0	0	0.0	6	6						
Disabled Vehicle	10	20.4	8	16.3	2	4.1	3	6.1	3	6.1	7	14.3	3	6.1	4	8.2	6	12.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	49	49								
Disorderly	0	0.0	3	30.0	0	0.0	0	0.0	1	10.0	1	10.0	1	10.0	2	20.0	1	10.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	10	10								
Dispute	6	8.5	7	9.9	4	5.6	9	12.7	7	9.9	6	8.5	13	18.3	10	14.1	7	9.9	2	2.8	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	71	71						
Domestic Dispute	21	20.6	15	14.7	14	13.7	10	9.8	9	8.8	11	10.8	4	3.9	8	7.8	6	5.9	4	3.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	102	102						

Incident Breakdown By Month Report



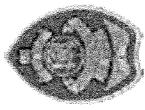
Marlborough Town Police Department
ORI Number: NY0555800

Incident Type: All

Print Date/Time: 10/10/2025 10:27
Login ID: jvanamburgh.marlpd
Year: 2025

Incident Type	January #	January %	February #	February %	March #	March %	April #	April %	May #	May %	June #	June %	July #	July %	August #	August %	September #	September %	October #	October %	November #	November %	December #	December %	Yearly Totals
Erratic Vehicle	10	11.0	4	4.4	11	12.1	9	9.9	8	8.8	12	13.2	11	12.1	17	18.7	7	7.7	2	2.2	0	0.0	0	0.0	91
Eviction	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	0.0	0	0.0	1
Field Interview	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	0.0	4
Fight	0	0.0	0	0.0	0	0.0	1	25.0	1	25.0	0	0.0	1	25.0	1	25.0	0	0.0	0	0.0	0	0.0	0	0.0	1
Fire Investigation	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	0.0	0	0.0	1
Fireworks	0	0.0	0	0.0	0	0.0	0	0.0	1	33.3	0	0.0	1	33.3	1	33.3	0	0.0	0	0.0	0	0.0	0	0.0	3
Foot Patrol	0	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	1
Fraud	5	21.7	2	8.7	3	13.0	3	13.0	0	0.0	0	0.0	2	8.7	3	13.0	5	21.7	0	0.0	0	0.0	0	0.0	23
Harassment	5	12.8	1	2.6	6	15.4	1	2.6	2	5.1	2	5.1	6	15.4	5	12.8	10	25.6	1	2.6	0	0.0	0	0.0	39
Identity Theft	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	0.0	1
Impersonation	0	0.0	0	0.0	0	0.0	0	0.0	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
Indecent Exposure	0	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	1
Information	2	6.5	4	12.9	5	16.1	3	9.7	4	12.9	6	19.4	1	3.2	2	6.5	2	6.5	2	6.5	0	0.0	0	0.0	31
Juvenile	0	0.0	0	0.0	0	0.0	1	50.0	0	0.0	0	0.0	0	0.0	1	50.0	0	0.0	0	0.0	0	0.0	0	0.0	2
Larceny	5	18.5	4	14.8	1	3.7	3	11.1	2	7.4	1	3.7	2	7.4	5	18.5	4	14.8	0	0.0	0	0.0	0	0.0	27
Local Law	0	0.0	1	16.7	2	33.3	1	16.7	0	0.0	1	16.7	1	16.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	6
Lock Out	10	18.2	4	7.3	9	16.4	7	12.7	8	14.5	8	14.5	4	7.3	0	0.0	3	5.5	2	3.6	0	0.0	0	0.0	55
Lost or Missing	0	0.0	1	20.0	0	0.0	0	0.0	1	20.0	0	0.0	1	20.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	5
Medical Alarm	0	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	2
Menacing	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	3	75.0	1	25.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	4
Mental Health Law	0	0.0	1	16.7	1	16.7	1	16.7	2	33.3	0	0.0	0	0.0	1	16.7	0	0.0	0	0.0	0	0.0	0	0.0	6
Navigation Related	0	0.0	0	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	1
New Call	0	0.0	2	33.3	0	0.0	0	0.0	0	0.0	1	16.7	0	0.0	3	50.0	0	0.0	0	0.0	0	0.0	0	0.0	6
Noise Complaint	0	0.0	1	2.3	1	2.3	5	11.6	6	14.0	9	20.9	6	14.0	11	25.6	4	9.3	0	0.0	0	0.0	0	0.0	43
Open Door	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	0.0	0	0.0	1
Police Public	3	6.7	3	6.7	6	13.3	5	11.1	6	13.3	4	8.9	3	6.7	6	13.3	3	6.7	0	0.0	0	0.0	0	0.0	45

Incident Breakdown By Month Report



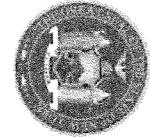
Print Date/Time: 10/10/2025 10:27
 Login ID: ivanamburgh.marpd
 Year: 2025

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		
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	Total						
Police Station	0	0.0	2	28.6	0	0.0	0	0.0	1	14.3	1	14.3	2	28.6	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	7						
Property Check	895	10.6	802	9.5	1073	12.7	915	10.8	996	11.8	916	10.9	768	9.1	1001	11.9	783	9.3	290	3.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	8439								
Property Found	0	0.0	0	0.0	0	0.0	1	8.3	1	8.3	4	33.3	2	16.7	3	25.0	0	0.0	1	8.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	12								
Property Lost	3	9.1	4	12.1	3	9.1	3	9.1	5	15.2	4	12.1	7	21.2	1	3.0	3	9.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	33								
Property Retrieval	3	33.3	1	11.1	1	11.1	1	11.1	0	0.0	1	11.1	1	11.1	0	0.0	0	0.0	1	11.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	9								
Psychiatric	2	7.1	2	7.1	5	17.9	4	14.3	3	10.7	2	7.1	3	10.7	3	10.7	1	3.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	28								
Public Safety	0	0.0	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	100.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1								
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	0	0.0	0	0.0	0	0.0	1								
Road Hazard	10	11.4	5	5.7	15	17.0	5	5.7	11	12.5	8	9.1	19	21.6	4	4.5	8	9.1	3	3.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	88								
Robbery	0	0.0	0	0.0	0	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	0.0	2								
School Check	118	14.7	98	12.2	86	10.7	71	8.8	61	7.6	67	8.3	93	11.6	121	15.0	65	8.1	24	3.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	804								
School Incident	6	37.5	1	6.3	0	0.0	0	0.0	3	18.8	1	6.3	1	6.3	0	0.0	4	25.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	16										
Seize Papers	0	0.0	2	7.7	0	0.0	5	19.2	1	3.8	3	11.5	4	15.4	2	7.7	6	23.1	3	11.5	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	26								
Sex Offense	1	25.0	1	25.0	0	0.0	1	25.0	0	0.0	0	0.0	1	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	4								
Shots Fired	0	0.0	0	0.0	1	20.0	0	0.0	1	20.0	1	20.0	0	0.0	1	20.0	1	20.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	5								
Special Detail	13	16.5	7	8.9	13	16.5	8	10.1	7	8.9	6	7.6	2	2.5	6	7.6	12	15.2	5	6.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	79								
Suspicious	31	16.6	12	6.4	18	9.6	20	15.5	17	9.1	20	10.7	13	7.0	24	12.8	18	9.6	5	2.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	187								
Traffic Complaint/	10	7.4	30	22.1	12	8.8	11	8.1	17	12.5	18	13.2	8	5.9	9	6.5	15	11.0	6	4.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	136								
Traffic Stop	93	8.3	103	9.2	137	12.2	86	7.5	124	11.0	89	7.9	214	19.0	196	17.4	67	6.0	16	1.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1125								
Transport	0	0.0	1	33.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	33.3	0	0.0	1	33.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	3								
Trespass	0	0.0	1	8.3	4	33.3	2	16.7	1	8.3	2	16.7	1	8.3	2	16.7	0	0.0	1	8.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	12								
Unknown Police	0	0.0	1	7.1	1	7.1	2	14.3	1	7.1	2	14.3	2	14.3	3	21.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	14								
Unwanted Subject	0	0.0	1	12.5	2	25.0	0	0.0	0	0.0	1	12.5	1	12.5	1	12.5	1	12.5	1	12.5	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	8								
Vehicle and Traffic	0	0.0	0	0.0	1	20.0	0	0.0	1	20.0	2	40.0	0	0.0	0	0.0	0	0.0	1	20.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	5								
Vehicle	4	22.2	2	11.1	2	11.1	0	0.0	4	22.2	0	0.0	3	16.7	2	11.1	1	5.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	18								
Warrant Execution	3	27.3	1	9.1	3	27.3	1	9.1	0	0.0	1	9.1	2	18.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	11								

Incident Breakdown By Month Report



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

Print Date/Time: 10/10/2025 10:27
Login ID: jvanamburgh.marpd
Year: 2025

Incident Type	January			February			March			April			May			June			July			August			September			October			November			Yearly Totals	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%			
Water Emergency	0	0.0	0	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	0.0	0	0.0	1				
Welfare Check	26	12.4	15	7.6	26	12.4	17	8.1	22	10.5	25	11.9	14	6.7	27	12.9	32	15.2	5	2.4	0	0.0	0	0.0	0	0.0	0	0.0	0	210					
Total:	1453	10.9	1314	9.8	1624	12.2	1402	10.5	1484	11.1	1401	10.5	1385	10.4	1619	12.1	1242	9.3	441	3.3	0	0.0	0	0.0	0	0.0	0	0.0	13365						

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
Fax: 845-795-6037
Cell: 845-849-5549

Supervisor Corcoran
Town Clerk Colleen Corcoran
Town Board Members

Monthly Report for September 2025

The mower was out cutting along the shoulders of the roads throughout the Town. We had a crew trimming vegetation around street signs and the Hometown Hero banners along 9W to keep them visible.

We continued our mill and fill repair work, and we started our yearly crack sealing project, where needed, on all our roads. We repaired the sidewalk on King St. We replaced 130'x12" ADS pipe at 233 Mahoney Rd. and 40'x12" ADS pipe at 43 Bingham Rd.

In the Town Park we continued making the pickleball courts, installing a retaining wall and getting it ready for fence installation and blacktopping. A new fire pit was installed, and the Gaga Ball pit was moved to the playground area. A new concrete pad and garage were installed at the park's baseball field, and the old sheds were removed.

We assisted the Water Department with installation of new water taps on Western Ave. Old Indian Rd. and Walnut Dr. and replacing a water hydrant on Seneca and Cherokee Drives. We also assisted with a water main break at Hudson Terr. And South St. and also one on Old Indian Rd.

On 9/10 and 9/11 we sent 4 trucks to the Town of Esopus to assist them in their paving project.

On 9/30 we sent 2 men to attend a workshop by the Cornell Local Roads Program in Kingston for Snow and Ice Control Operations.

Fuel Usage: Gas: 54.587 gal. Diesel: 1,475.112 gal.

Respectfully submitted,

John Alonge, Highway Superintendent
JA/cm

Councilwoman Sessa thanked all the Highway Department employees for installing the fire pit and concrete pad and garage at the park and moving the Gaga Ball Pit this month.

**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: 8/11/2025

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

RE: MONTHLY REPORT FOR SEPTEMBER

Water consumption totaled 13,454,000 gallons, which is a daily usage 448,475.
Compared to last month 12,932,000 gallons, which is a daily usage of 417,166.
Compared to a year ago water consumption was 16,950,000 gallons for the month, which is daily usage of 565,000.

SUMMARY FOR THE MONTH

CURB BOXES: We had to repair a curb box and two stem valves on Ridge Rd.

HYDRANTS: We had to replace a hydrant on Seneca Lane in Milton.

METERS: We replaced 20 meters because of battery failure.

SERVICE LINE: We had to install and inspect 4 new service lines on Western Ave., Old Indian Rd., Walnut Lane and Dogwood Lane with the help of the Highway Dept.

WATERMAINS: We had to repair 8 inch water mains on Old Indian Rd., Mohawk Dr. and also on Hudson Terrace with the help of the Highway Dept.

SEWER LINE INSPECTIONS: 0

SERVICE LINE INSPECTIONS:

CLOSINGS: 2

MARKOUTS: 35

Gallons of Gas: 280

Gallons of Diesel: 0

Mileage for the month: 2,390

Account Description	Fee Description	Account#	Qty	Local Share
building Dept/ Burn permits	Burn Permits	00-2110	1	50.00
			Sub-Total:	\$50.00
Conservation	Conservation	A1255	14	101.61
			Sub-Total:	\$101.61
Dog Licensing	Female, Spayed	A2544	12	60.00
Dog Licensing	Male, Neutered	A2544	9	40.00
Dog Licensing	Male, Unneutered	A2544	2	20.00
			Sub-Total:	\$120.00
Highway Fees	Road Cut Fee	2590DA	1	350.00
			Sub-Total:	\$350.00
LANDFILL FEES	T/s Permits	00-2130	2	70.00
LANDFILL FEES	T/s Punch Cards	00-2130	19	1,002.00
			Sub-Total:	\$1,072.00
Marriage Lic.	MARRIAGE LICENSE FEE	00-1255	5	87.50
			Sub-Total:	\$87.50
Misc Fees	Building Fees\Building Dept	00-2110	1	14,998.92
Misc Fees	Fire Fees/Building Dept	00-2110	1	300.00
Misc Fees	YRP Zumba	00-2025	3	350.00
			Sub-Total:	\$15,648.92
MISC. FEES	Accident Reports	00-1255	13	65.00
MISC. FEES	Burgular Permits	00-2590	1	20.00
MISC. FEES	Certified Copies	00-1255	6	240.00
MISC. FEES	Community Center Conference Rm.	00-2001	1	450.00
MISC. FEES	Community Rm. w/ Kitchen	00-2001	3	1,800.00
MISC. FEES	Community Rm. w/o Kitchen	00-2001	2	1,200.00
MISC. FEES	Foi Requests	00-1255	4	56.00
MISC. FEES	One-Day Marriage Officiant License	00-1255	2	50.00
			Sub-Total:	\$3,881.00
Park and Rec Fees	Train Station Fee	2001	1	450.00
			Sub-Total:	\$450.00

Account Description	Fee Description	Account#	Qty	Local Share
				Total Local Shares Remitted: \$21,761.03
Amount paid to: NYS Ag. & Markets for spay/neuter program				27.00
Amount paid to: NYS Environmental Conservation				1,740.39
Amount paid to: State Health Dept. For Marriage Licenses				112.50
Total State, County & Local Revenues:	\$23,640.92			Total Non-Local Revenues: \$1,879.89

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.

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

October 7, 2025

For the month of September 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 = **87,000** gallons per day.
 - (50% of design capacity.)
- Average BOD removal = **99%**
- Average Suspended Solids removal = **95%**

Milton WWTP

- Average Daily flow = **27,000** gallons per day.
 - (About 49% of design capacity)
- Average BOD removal = **99%**
- Average Suspended Solids removal = **98%**

Both the Marlboro and Milton Treatment Plants operated normally during the month of September without any major changes. Other than routine maintenance and daily upkeep both plants had no significant events to report on. We will be done with Chlorinating and Declorinating the Effluent at the Marlboro Facility at the end of this month. If you need any additional information, please do not hesitate to contact me.

Thank you,
Julian Falco
Water Quality Management, Inc.

September 2025

TOWN OF MARLBOROUGH PLANNING BOARD REVIEW

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

September 2025 Financial Report	
Application Fees	\$800
Escrow Fees	\$8,700
Recreation Fees	\$8,000
Invoices	\$49,469.30

September 2, 2025

Preliminary Conference/Joint Meeting:

None

Approval of Minutes

The minutes of the August 18, 2025, meeting were approved unanimously.

Announcements

None

Communications

None

Public Hearings

None

Ongoing Application Review

Jerrico Holdings **25-1005**
32 Western Ave, Marlboro 108.12-4-41

FINAL

SITE PLAN

Technical Comments

1. The project has addressed MHE's previous comments. Project is before the Board for consideration of a SEQRA determination and final approval.

Board Actions

The Board accepted the Resolution of Approval unanimously..

New Application Review

None

Special Topics Discussion

Board Members were asked to review the Town Board's Resolution # 74 To re-introduce a local law of the Town of Marlborough, Ulster County New York, amending various provisions of chapter 155 "zoning" of the code of the Town of Marlborough as follows: amending section 155-1 "terms defined", adding an additional permitted accessory use to section 155-12(b) "r-1 residential district", adding an additional permitted accessory use to section 155-12(c) "r-ag-1 rural agricultural district", and adding a new section 155-32.6 "detached accessory dwelling units on single-family properties," pursuant to Section 155-49 of Town Code.

Adjournment

NEXT SCHEDULED MEETING: Monday, September 15, 2025

September 15, 2025

Approval of Minutes

None.

Announcements

None

Communications

None

PRELIMINARY CONFERENCE (JOINT MEETING)

None

Public Hearings

Maple Branch Manor STR
28 Woodcrest Ln, Milton

25-1006 PUBLIC HEARING SITE PLAN
103.3-3-22

Technical Comments

1. County Planning referral has been received with a no County impact.
2. The Town of Marlborough Building Department issued a letter regarding the application.
3. The applicants identified that the jurisdictional Fire Department was to perform a field review.

Board Actions

The Public Hearing was opened and closed with no public input. The Board authorized their attorney to draft a Resolution of Approval for the October 6, 2025, meeting.

Ongoing Application Review

Dock Road SITE PLAN/LOT LINE
103-137 Dock Rd, Marlboro **24-2003 PRELIMINARY**
109.1-3-13,14.2,15/108.4-3-29.1

Technical Comments

1. The County Planning Department responded to the Towns' referral with an undated letter identifying "date reviewed as 6 August 2025". The County comment letter contains several required modifications.
2. Planning Board should review the comments with the applicant's representative to determine what modifications are required .
3. With respect to the County stormwater comments the SWPPP has been reviewed by this office, and several technical comments remain outstanding. The comments are technical in nature. The project will be required to execute a Stormwater Facility Maintenance Agreement for the long-term operation and maintenance of the on-site stormwater management systems.
4. The Planning Board previously reviewed the Part II of the Long Form EAF. The applicants submitted additional supporting information based on the review of the Part II EAF. At the 21 July 2025 Planning Board meeting the information was determined to be acceptable to the Planning Board. Planning Board would be in a position to address the SEQRA determination for the project. Any substantive changes caused by the County Planning comments should be taken into consideration.
5. This office is in receipt of a Draft Negative Declaration prepared by the applicants' consultants. Comments on the Negative Declaration have been prepared.

Board Actions

The Board reviewed the Ulster County Planning Board's Required Recommendations and made determinations on each. The Board declined to approve the Negative Declaration prepared and submitted by the applicant. The Board authorized their attorney to draft a Negative Declaration for the proposed project for the October 6, 2025, meeting. The Board also authorized their attorney and engineer to prepare the EAF Part 3 for the project for the same meeting date. A Public Hearing was also scheduled for the October 6, 2025, meeting. Finally, the Board authorized their attorney to begin drafting a Resolution of Approval to be reviewed at the October 20, 2025, meeting.

New Application Review

None

Special Topics Discussion

The Chairman asked each member to review changes to the Accessory Dwelling Units portion of the Town Code recently proposed by the Town Board by the October 6, 2025, meeting in order to provide feedback to that legislative body.

Adjournment

NEXT SCHEDULED MEETING: Monday, October 6, 2025

Respectfully Submitted,

Chris Brand

Chairman Town of Marlborough Planning Board

ITEM #8 Presentation

Supervisor Corcoran addressed the public about some matters that have been recently circulating. He stated there was an article saying he was in a corrupt scheme with a developer. He explained how he does not put himself in situations with developers or with anyone wanting to give him anything and that he is not a corrupt politician. He held a meeting with all Town Hall staff after the article was published to address the issue transparently and apologize for any unintended consequences. He acknowledged that an email was sent to a developer's general manager and confirmed that a related invoice was paid, with receipts as proof. He expressed deep disappointment over the impact of the accusations on the town's reputation and the ongoing work of the employees, volunteers and Town Board.

Supervisor Corcoran also stated that he will be recusing himself from everything related to the accusations against his brother.

The Supervisor addressed concerns regarding the hiring of multiple attorneys. He clarified that the attorneys are being retained for specific legal matters, one matter which is an ongoing lawsuit involving a town resident. He emphasized that hiring legal counsel is not ideal due to high costs (ranging from \$200 to \$400 per hour), but necessary to protect the town and its taxpayers. Another attorney is a personnel attorney who is being hired for the protection of the town, not any individual, and to ensure Board members receive proper legal guidance. The opposing party in the legal matter also has attorneys, increasing the town's need for proper representation to avoid liability.

He stressed commitment to transparency, noting that in four years as supervisor, only two executive sessions have occurred, with most matters discussed publicly. He urged the public to contact him anytime with questions and/or concerns.

He stated that the Town did pay for a letter sent to a Facebook group; he apologized and stated that it was a mistake.

He thanked the Department Heads and Budget Officer for working together over the last 8 weeks to get the budget from being over \$600,000.00 to under \$3,000.00 the cap.

Supervisor Corcoran presented a slideshow of photos of recent accomplishments. The photos were of the new fishing pier at Milton Landing Park, lights at Young's Park, the 3rd bocce court at Cluett Schantz Memorial Park, the Community Center, Highway Department renovations, the new parking lot at Town Hall, repaired headstones at the Quaker Cemetery, Citizen of the Year Award, the Train Station, the King's garage that was donated at Sands Avenue Park, the new Supervisor's Office window at Town Hall, the new shed at the Milton Sewer Plant, senior citizens enjoying the Community Center, the kayak launch at Milton Landing Park, the Recreation Committee, the Sands Avenue Park and Dog Park, the repaired walkway going down the Landing, the repaired Buckley Bridge, the pickleball court, and the EV charging stations.

He explained the photos and all the work the Town employees, volunteers and Town Board has done to make the Town of Marlborough a better place.

ITEM #9 Old Business

No old business.

ITEM #10 New Business

A). Motion to accept the tentative 2026 Budget

Councilwoman Sessa made a motion to accept the tentative 2026 Budget. Motion seconded by Councilman Zambito.

Yea: 4 Nays: 0 Carried

ITEM #11 Correspondence

Supervisor Corcoran read the following correspondence:

A letter from Juliana Fiori representing the Marlboro High School JV/Varsity Girls Volleyball requesting use of the Community Center for their end of year banquet at no charge on either November 22, 2025 or December 6, 2025.

Councilwoman Sessa made a motion to allow Marlboro High School JV/Varsity Girls Volleyball to hold their banquet at no charge at the Community Center on either of the dates requested if available. Motion seconded by Councilman Zambito.

Yea: 4 Nays: 0 Carried

ITEM #12 Public Comments

Arlette Zambito reported that the Youth Fishing Event held on September 27, 2025, was a success. The pond was stocked by the committee. She requested the Board consider posting a catch and release sign at Cluett Schantz Park. Trunk or Treat will take place on October 25, 2025. Currently, 41 trunks are registered, with registration closing on October 20, 2025. Candy and monetary donations are still being accepted. The Christmas Light Parade is scheduled for December 6, 2025. It will begin at Locust Grove and end at the park, where additional activities are planned. All vehicles are welcome to sign up for the parade.

Manette Bowman complained about the decibel levels at The Garage. She was encouraged to keep calling the police.

Laura Donovan addressed the Town Board expressing concern over the last-minute relocation of the early voting site from the Marlborough Community Center to Highland and the importance of voting access. She was also concerned that it may cause confusion for voters. She requested that the Board release communications with the Board of Elections and legal entities and also to investigate and implement safeguards to prevent future issues.

Ted Millar asked when the Town Board discussed the decision to move the early voting site. If there was a public vote to deny the use of the Community Center for early voting and why wasn't the Board of Elections notified the town had rejected the Community Center site, but had to find out at a Republican event.

Councilwoman Sessa explained that the Town Board did not deny or move early voting, the Board did not vote to reject early voting and the Board of Elections were notified directly about the miscommunication not at a Republican event.

Councilman Zambito questioned if Mr. Millar had contacted the Board of Elections regarding the early voting location change. He stated that Mr. Millar has the communications with John Quigley questioned why it had not been shared publicly.

Supervisor Corcoran provided an update with securing the Community Center for early voting use. No signed contract was received from the town with the Board of Elections. He stated that he followed up multiple times via phone and email with John Quigley, attempting to reach an agreement on rental costs with no response. While \$4,000.00 was discussed and lower amounts were negotiated, internal disagreements within the Board of Elections prevented approval. Supervisor Corcoran emphasized that using the facility for 9 straight days significantly increases costs (possibly up to \$6,000), and stressed the need to recover taxpayer funds. Supervisor Corcoran clarified that the Town Board only sets facility rental fees; election logistics are handled by the Town Clerk's office and the Board of Elections. Accusations of voter suppression were strongly denied, with voting data showing bipartisan turnout. He stated that they will be proactive to resolve contracts for future elections.

Paul Ellis Graham explained how voting is a critical responsibility. He stated that he realized there is added expense to use a facility and highlighted benefits of using the Community Center for voting. He thanked the Board for its community efforts and stated that other towns provide their space at no charge urging the town to do the same.

Patricia Haidaoui expressed disappointment about the loss of early voting and questioned the Board's efforts, particularly the Supervisor's, to keep it. She raised concerns about transparency, communication, and defensiveness from some members. She stated that many residents feel their questions go unanswered and called for improved communication and accountability.

Meg Thompson spoke about a personnel legal matter currently before the Town Board, which is seeking legal advice on the issue. She gave her comments to the Deputy Town Clerk.

Councilwoman Sessa clarified that Resolution #83 To Authorize the Law Firm of Thomas, Drohan, Waxman, Petrigrow & Mayle LLP to provide legal services to the Town of Marlborough in connection with personnel matters is to advise the Board on what legal steps need to be followed to properly investigate the issue and take whatever necessary action comes out of that investigation.

Jenna Lazaroff spoke in support of Scott and Tommy Corcoran, emphasizing their long-standing dedication and service to the community. She urged residents to consider their positive contributions before passing judgment on recent allegations, advocating for fairness, gratitude, and unity within the town.

Katie Wallace spoke about a personnel legal matter currently before the Town Board, which is seeking legal advice on the issue. She gave her comments to the Deputy Town Clerk.

Maribeth King spoke about Resolution #82 To appoint a full time Code Enforcement Officer. She questioned the appointee's qualifications and training and gave her opinion that he does not appear to meet the requirements outlined for the position according to NYS.

Supervisor Corcoran corrected Ms. King and explained all the qualifications that the appointee does have and how hard he worked to get them. The employee meets the criteria she outlined in her comments. He explained how difficult it is to get employees in public service. Councilwoman Sessa added that this subject was addressed on Facebook and encouraged the public (including anonymous) to contact the Board members to talk openly about any concerns.

Daniel King asked to have the budget on website.

Supervisor Corcoran stated that the Board has to accept it first and then it goes on the website.

Mici Simonofsky commented on Resolutions 86,87 and 88 regarding legal representation (co-counsel) for the "Someplace Upstate" issue. She questioned the continued involvement of Van DeWater & Van

DeWater as lead counsel and said there may be potential conflicts and suggested the Zoning and Planning Boards should have independent legal representation. She expressed concern about transparency, potential triple billing, and the financial burden on taxpayers. She requested current and projected legal costs related to the issue.

Supervisor Corcoran explained that separate attorneys were hired to avoid conflicts of interest, so the case doesn't get thrown out. Costs are comparable to existing legal fees, and there is no double billing. He explained that the Board is trying to protect both the town and its residents, and that litigation has already been costly and will likely continue to be. He clarified that information shared is limited due to the active legal proceedings.

ITEM #13 Resolutions

- A). Resolution #82 To appoint a full time Code Enforcement Officer
- B). Resolution #83 To Authorize the Law Firm of Thomas, Drohan, Waxman, Petrigrow & Mayle LLP to provide legal services to the Town of Marlborough in connection with personnel matters
Councilwoman Sessa stated that this law firm bills in 15 minute increments and provide a full accounting of exactly what was done during that time.
- C). Resolution #84 To appoint a part time police dispatcher
- D). Resolution #85 To hold a public hearing on the 2026 budget
- E). Resolution #86 To authorize retention of conflict land use counsel for the Zoning Board of Appeals
Councilwoman Sessa stated that this resolution is to bring in independent legal counsel for the Zoning Board so there is no conflict of interest and for fairness for the applicant.
- F). Resolution #87 To retain Adams LeClair LLP as co-counsel
- G). Resolution #88 To authorize the Supervisor to sign the 2026 Engagement Agreements with the Town Attorneys Van DeWater and Van DeWater

ITEM #14 Adjournment

Councilman Cauchi made a motion to adjourn the meeting at 9:16 p.m. Motion seconded by Councilwoman Sessa.

Yea: 4 Nays: 0 Carried

*Respectfully submitted,
Danielle Cherubini
Deputy Town Clerk*

October 14, 2025

A). Resolution #82 To appoint a full-time Code Enforcement Officer

Supervisor Corcoran proposes the following:

Whereas, the Town of Marlborough has a need for a full-time code enforcement officer, and

Whereas, Matthew Drake has been working part time in the Building Department since March 2024.

Be it resolved, that Matthew Drake be appointed as Full Time Code Enforcement Officer effective immediately.

And moves for its adoption

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

October 14, 2025

B). Resolution #83 To Authorize the Law Firm of Thomas, Drohan, Waxman, Petrigrow & Mayle LLP to provide legal services to the Town of Marlborough in connection with personnel matters

Supervisor Corcoran proposes the following:

Whereas, the Town Board of the Town of Marlborough recognizes the need to provide the Town of Marlborough pertaining to labor issues with legal counsel, and

Whereas, the Town Board has reviewed the engagement agreement dated October 7, 2025 from the Law Firm of Thomas, Drohan, Waxman, Petrigrow & Mayle LLP to provide legal services to the Town of Marlborough, and

Whereas, the Town Board finds it to be in the best interest of the Town to retain labor counsel to advise and represent the Town of Marlborough in connection with personnel matters.

Now therefore be it resolved, that the Town Board of the Town of Marlborough hereby authorizes the retention of Thomas, Drohan, Waxman, Petrigrow & Mayle , LLP dated October 7, 2025 to provide legal services to the Town of Marlborough in connection with personnel matters, and

Be it further resolved, that the Town Supervisor is authorized to execute the engagement agreement with Thomas, Drohan, Waxman, Petrigrow & Mayle, LLP and to take all necessary actions to effectuate the retention of counsel and the payment of fees and expenses as provided therein

And moves for its adoption

Councilmember Molinelli	Absent
Councilmember Sessa	Yes
Councilmember Cauchi	Yes
Councilmember Zambito	Yes
Supervisor Corcoran	Recused

THOMAS, DROHAN, WAXMAN, PETIGROW & MAYLE, LLP

ATTORNEYS AND COUNSELLORS AT LAW
2517 ROUTE 52
HOPEWELL JUNCTION, NEW YORK 12533

DANIEL PETIGROW
STUART S. WAXMAN*
NEELANJAN CHOUDHURY
DAVID H. STRONG**
MELISSA N. KNAPP**
STEVEN L. BANKS
ALLISON E. SMITH
PAMELA D. BASS**

NINA MASSEN
CASSIDY E. ALLISON
AIMEE B. KATONA-GREENE
GRACE C. MEI
KIMBERLY A. ABRAHALL

*ADMITTED IN NEW YORK AND NEW JERSEY
**ADMITTED IN NEW YORK AND CONNECTICUT

OF COUNSEL
JAMES P. DROHAN
D'ANDREA & GOLDSTEIN
JOAN M. GILBRIDE

Telephone: (845) 592-7000
Fax: (845) 592-7020

www.tdwpm.com

October 7, 2025

Scott Corcoran
Supervisor
Town of Marlborough
21 Milton Turnpike
Milton, NY 12547

Re: Proposal for Legal Services

Dear Mr. Corcoran:

This letter will set forth the terms under which Thomas, Drohan Waxman, Petigrow & Mayle, LLP (the "Firm") will provide legal services to the Town of Marlborough in connection with allegations of impropriety made against the Building Inspector and Code Enforcement Officer.

We propose charging an hourly rate of \$270.00 for time worked, including travel, for attorney services and \$135.00 per hour for paralegal services. A minimum of one quarter (1/4) of an hour shall be billed for each service performed. Our bills will describe our work and time spent on services. Bills will be presented on a monthly basis.

There are no additional charges for copies, faxes, or telephone services, except for conference calls involving four or more parties that require the use of an outside service provider. Our firm does not bill clients separately for any electronic research charges. We do, however, track and bill for time spent conducting research in the same manner as other legal services are tracked and billed.

All out-of-pocket costs in connection with the professional services rendered will be itemized and billed monthly. We charge for the actual cost of disbursements, such as those for express mail service. Transcripts, experts, service of process, appellate printing and other related matters would be itemized and sent directly to you for payment. Our bills are payable upon receipt.

You are entitled upon written request to any files in our possession relating to the legal services performed by us for you, excluding our internal accounting records and other documents not reasonably necessary to your representation, subject to our right to make copies of any files withdrawn by you. Under our document retention policy, we normally destroy files nine years after a matter is closed, with the exception of those documents identified by our attorneys to be exempt from destruction, unless other arrangements are made.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

If the proposal is acceptable as drafted, please sign and date in the area designated below, and return this agreement to us. It will constitute an agreement between the Town of Marlborough and the Firm.

We look forward to undertaking this work for the Town of Marlborough.

Sincerely,

Steven L. Banks

ACCEPTED AND AGREED TO:
TOWN OF MARLBOROUGH

By: _____ Date: _____
Scott Corcoran, Supervisor

cc: Kyle W. Barnett, Esq.

October 14, 2025

C). Resolution #84 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 Molly Erichsen.

Be it resolved, that Molly Erichsen be appointed effective immediately.

And moves for its adoption

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

October 14, 2025

D) . Resolution #85 To hold a public hearing on the 2026 budget

Supervisor Corcoran proposes the following:

Be it resolved, that consistent with Town Law Section 108, a public hearing on the 2026 Preliminary Budget will be held on October 27, 2025 at 7:00 PM

And moves for its adoption

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

October 14, 2025

E). Resolution #86 To authorize retention of conflict land use counsel for the Zoning Board of Appeals

Supervisor Corcoran proposes the following:

WHEREAS, the Town Board of the Town of Marlborough (“Town Board”) recognizes the need to provide the Town of Marlborough Zoning Board of Appeals (“ZBA”) with independent legal counsel in connection with an appeal pending before the ZBA involving property SBL 109.1-4-56.100, 109.1-4-57, and 109.1-4-58]; and

WHEREAS, the Town Board has reviewed the engagement agreement dated September 16, 2025, from the law firm of Rodenhausen Chale & Polidoro LLP, by Victoria L. Polidoro, Esq., to provide legal services to the ZBA on an as-needed basis, including representation in litigation related to decisions of the ZBA; and

WHEREAS, the Town Board finds it to be in the best interest of the Town to retain special counsel to advise and represent the ZBA in connection with the matter on an as-needed basis, including representation in litigation related to decisions of the ZBA (and any related proceedings);

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Marlborough hereby authorizes the retention of Rodenhausen Chale & Polidoro LLP, as set forth in the engagement agreement dated September 16, 2025, to provide legal services to the Town of Marlborough Zoning Board of Appeals in connection with the Appeal from this matter and any related proceedings; and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute the engagement agreement with Rodenhausen Chale & Polidoro LLP, and to take all necessary actions to effectuate the retention of counsel and the payment of fees and expenses as provided therein.

And moves for its adoption

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

Law Offices of

Rodenhausen Chale & Polidoro LLP

55 Chestnut Street

Rhinebeck, New York 12572

September 16, 2025

Scott Corcoran
Town Supervisor
Town of Marlborough
21 Milton Tpke
Milton, NY 12547

Re: Engagement Agreement
Conflict Land Use Counsel
Zoning Board of Appeals

Dear Supervisor Corcoran:

Please allow this letter to serve as the engagement agreement between the Town of Marlborough and the law firm of Rodenhausen Chale & Polidoro LLP, to provide legal services to the Zoning Board of Appeals as requested by you or other authorized officers of the Zoning Board of Appeals related 20-38 and 40 Mount Rose Road. The purpose of this agreement is to establish the rates and terms and conditions according to which the firm will serve the Town. The undersigned will serve as your principal contact with the firm and the partner in charge of this engagement.

Legal services will be billed at a reduced municipal rate of \$270.00 per hour, law clerks will be billed at a rate of \$210.00 per hour and \$150.00 per hour for paralegals. A flat rate of \$270.00 will be billed for attendance at evening meetings unless a meeting exceeds one hour, in which case the actual time spent at the meeting will be billed. Evening meeting time will be prorated between the respective applications and agenda items which we are reviewing. Expenses and disbursements will be separately billed. All time charges will be described by timekeeper, with the amount of time set forth for each specific task performed. All invoices will be issued monthly, and payment will be due within forty-five (45) days of the receipt of the invoice.

If an escrow account has been established, we will bill against the escrow account for our time and expenses, including time spent at agenda meetings, regular and special meetings of the Zoning Board of Appeals and for travel.

Under this agreement, with the consent and authorization of the Town Board, we may also represent the Zoning Board of Appeals in litigation related to decisions of the Zoning Board of Appeals, including Article 78 proceedings challenging Board determinations, at a reduced municipal rate of \$350 per hour for attorneys, \$210 per hour for law clerks and \$150 per hour for paralegals.

(845) 516-4323 ph
(845) 516-4528 fax
vpolidoro@rodenhausenchale.com

Copies of pleadings, correspondence and other documents will be provided to the Town during the course of representation. While we do keep electronic and in some cases hard copy records for a limited period of time, the Town should maintain its own copies of its file. We cannot undertake to maintain a permanent file for the Town and we regularly dispose of documents after our retention period.

No work will be undertaken by the firm without the express direction from you or other authorized officer of the Zoning Board of Appeals. This engagement does not prevent the Zoning Board of Appeals from retaining other counsel in its discretion. To indicate the Town's agreement to these terms and conditions, please sign and return to the undersigned the enclosed copy of this agreement. Please sign and keep an original for the Town's records.

Sincerely,



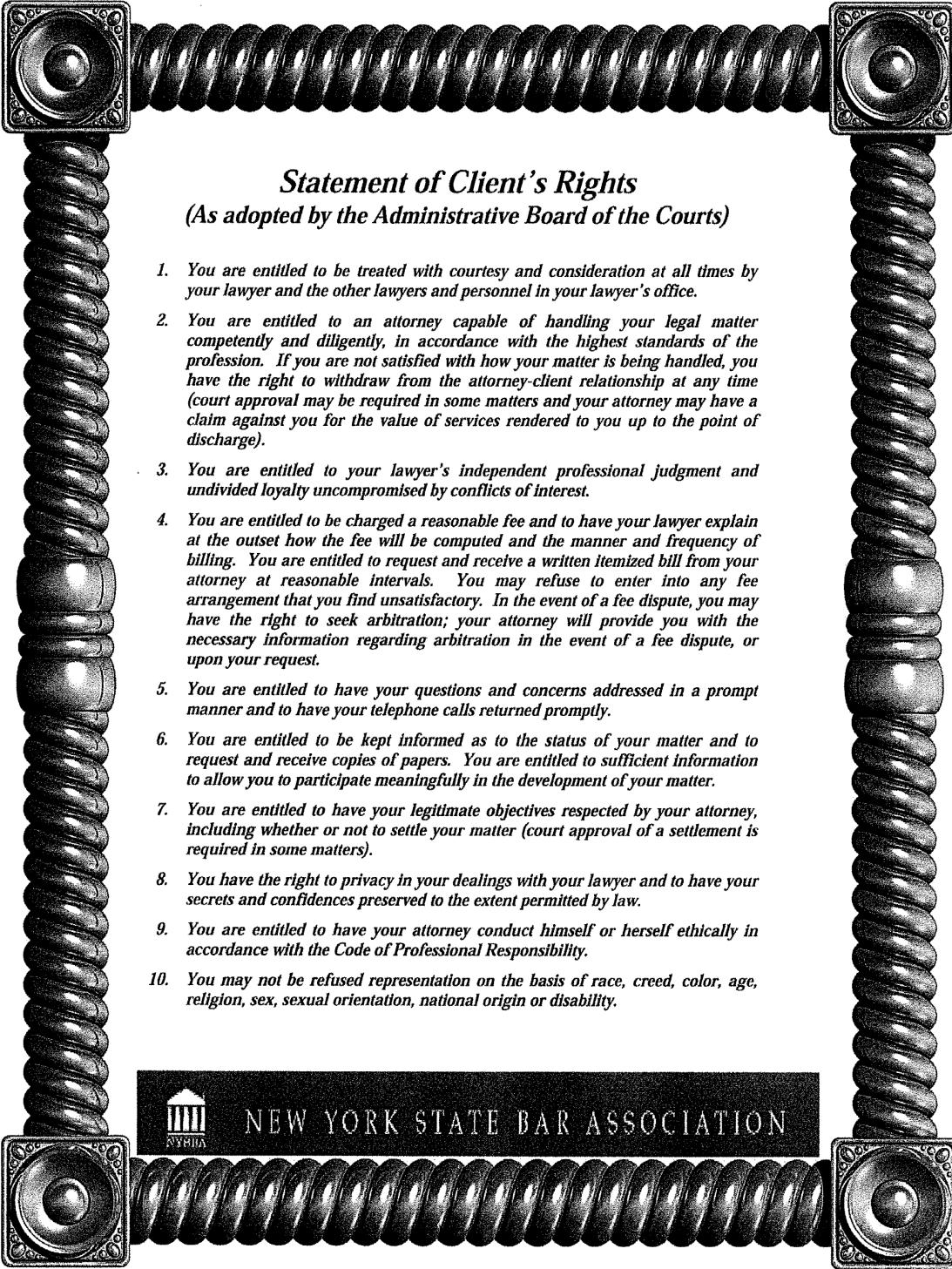
Victoria L. Polidoro

AGREED AND ACCEPTED

This ____ day of _____, 2025

TOWN BOARD TOWN OF MARLBOROUGH

By:



Statement of Client's Rights

(As adopted by the Administrative Board of the Courts)

1. *You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.*
2. *You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).*
3. *You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.*
4. *You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.*
5. *You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.*
6. *You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.*
7. *You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).*
8. *You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.*
9. *You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.*
10. *You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.*



NEW YORK STATE BAR ASSOCIATION

October 14, 2025

F). Resolution #87 To retain Adams LeClair LLP as co-counsel

Supervisor Corcoran proposes the following:

WHEREAS, the Town of Marlborough (the “Town”) is currently engaged in litigation captioned Town of Marlborough v. Someplace Upstate LLC, et al., Index No. EF2025-1865, pending in the Supreme Court of the State of New York, County of Ulster (the “Litigation”); and

WHEREAS, the Town is presently represented by Van DeWater & Van DeWater, LLP as its primary litigation counsel in this matter; and

WHEREAS, it has been determined that the Town’s interests will be best served by engaging additional counsel with specific experience and resources to assist in the prosecution and defense of issues arising in the Litigation; and

WHEREAS, the Town has reviewed and received a proposed engagement letter from Adams Leclair LLP, dated September 30, 2025, outlining the terms and conditions under which Adams Leclair LLP will provide litigation support and related legal services in connection with the Litigation, including hourly billing arrangements and expense terms, as more fully set forth in the engagement letter; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Marlborough hereby retains and engages the law firm of Adams Leclair LLP as co-counsel to Van DeWater & Van DeWater, LLP to represent and assist the Town in connection with the matter of Town of Marlborough v. Someplace Upstate LLC, et al., Index No. EF2025-1865, upon the terms and conditions set forth in the engagement letter submitted by Adams Leclair LLP; and

BE IT FURTHER RESOLVED, that the Supervisor of the Town of Marlborough is hereby authorized to execute the engagement letter with Adams Leclair LLP in substantially the form presented to the Town, and to take such other and further actions as may be necessary and appropriate to effectuate this retention; and

BE IT FURTHER RESOLVED, that Van DeWater & Van DeWater, LLP shall continue as the Town's lead counsel in this matter and shall coordinate with Adams Leclair LLP to ensure efficient and effective representation of the Town's interests; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

And moves for its adoption

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



DANIEL P. ADAMS, ESQ., PARTNER
WRITER'S DIRECT DIAL: (585) 327-4160
E-MAIL: DAdams@adamsleclair.law

September 30, 2025

VIA E-MAIL:

Town of Marlborough
21 Milton Turnpike, Ste. 200
PO Box 305
Milton, NY 12547

Re: Engagement of Adams Leclair LLP

Dear Supervisor Corcoran

Thank you for engaging our firm to provide the Town of Marlborough with litigation support in connection with *Town of Marlborough v. Someplace Upstate LLC, et al.; Index No. EF2025-1865*. This letter memorializes the terms of that engagement.

Our Engagement

All services that we provide in connection with this matter will end, unless otherwise confirmed in writing, at the conclusion of the specific legal matter(s) described above. If this matter involves litigation, unless separately agreed in writing by both you and Adams Leclair, appeals of any court orders, judgments or decisions will not be covered by this engagement.

No matters other than those specifically described herein are included in this engagement.

Payment of Attorneys' Fees, Expenses, and Disbursements

We will bill this matter on an hourly basis at our standard hourly rates. My hourly rate is \$400. The range of hourly rates for other attorneys or paralegals who may work on this matter is \$120 to \$400. Our hourly rates are subject to periodic adjustment, and at this time, we anticipate that the next adjustment will be effective as of January 1, 2026. We will notify you of any change in rates. We issue invoices on a monthly basis, and you agree to pay the invoice in full within thirty days.

ADAMS LECLAIR LLP, ATTORNEYS · 1200 BAUSCH & LOMB PLACE · ROCHESTER, NEW YORK 14604
585 327 4100 · FAX 585 327 4200 · ADAMSLECLAIR.LAW

Town of Marlborough
September 30, 2025
Page 2

Due to our existing relationship with Van DeWater & Van DeWater, LLP we do not require a retainer at this time. However, we do expect timely payment of our invoices in exchange for this courtesy.

In addition to fees, you will be responsible for any out-of-pocket disbursements we incur on your behalf. Examples of disbursements include filing fees, deposition transcript fees, and expert witness or consultant fees. These fees and expenses will be added to your monthly invoices at cost and without markup. We will not incur significant expenses without consulting you in advance.

If a dispute arises relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. Please let us know if you would like a copy of this rule.

Electronic Discovery Costs

We utilize a specific third-party vendor for E-discovery consulting, processing, and storage of electronic files. We pass through the costs charged by the vendor to your monthly invoice. We utilize this vendor because we have confidence in its capabilities and commitment to providing services that are defensible in court proceedings. You may choose to utilize a different vendor for these services and pay the vendor directly, so long as we have similar confidence with communications and capabilities.

Your Obligation to Preserve Evidence.

You have an obligation to preserve all documents – including electronic files stored on computers, phones, and portable storage devices such as thumb drives – that may contain information relevant to the dispute. This obligation extends to all employees and officers of the Town of Marlborough who may possess such documents. Failure to fulfill this obligation may be severely detrimental to your case. Please do not delete, destroy, or modify any electronic or hardcopy document that relates in any way to the subject matter of this dispute. Please refer to the Litigation Hold Notice attached to this letter for additional details.

Termination

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or

Town of Marlborough
September 30, 2025
Page 3

is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If you or we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

Retention and Destruction of Your Files at Conclusion of Engagement

It is our practice to review the file at the conclusion of the engagement to determine the information that will be returned, retained, or destroyed. During the course of the representation, we will provide you with copies of correspondence, drafts, and, in the case of litigation, pleadings and court filings. You are encouraged to make your own decisions about retention/destruction of such information.

Your Agreement to the Terms of this Engagement

If you agree with these proposed terms, please sign at the indicated space below and return a copy of this letter to me via mail or e-mail.

Thank you for the opportunity to serve you in this matter.

Very truly yours,

Daniel P. Adams

Daniel P. Adams

DPA/emc
Enclosure: Litigation Hold Notice

I agree to retain Adams Leclair LLP
to represent the Town of Marlborough
in accordance with the terms of this letter.

TOWN OF MARLBOROUGH

Town of Marlborough
September 30, 2025
Page 4

Date: September ____, 2025

By: Scott Corcoran
Title: Supervisor, Town of Marlborough

bcc: Steven E. Cole, Esq. – scole@adamsleclair.law
Carin Cole, COO – carincole@adamsleclair.law

**LITIGATION HOLD NOTICE
ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL**

This notice apprises the Town of Marlborough (referred to in this memo as you or your) of your obligation to preserve documents regarding [(the "Dispute"). This notice should be delivered to all personnel at the Town of Marlborough who may have possession of or access to relevant documents.

Effective immediately, you must ensure you preserve, collect, and do not destroy all documents that might be relevant to the Dispute. The failure to preserve documents that might be relevant could frustrate your ability to assert your rights and result in a judge's imposition of penalties against you.

A document might be relevant to the Dispute if, without limitation, it concerns or relates to the Town's dealings with the named defendants in relation to the real property whose usage is the primary basis of the current litigation.

You should construe the term "documents" as broadly as possible to mean documents and written communications of any type or format, whether hardcopy or electronic. Formats of potentially relevant documents may include, for example: (a) e-mail; (b) e-mail attachments; (c) text messages; (d) instant or online chat messages; (e) word processing documents; (f) spreadsheets; (g) presentation slides; (h) hardcopy or electronic notes, diaries, and calendars; (i) websites and cloud-based data; (j) hardcopy or electronic letters or memos; and (k) any other format used to communicate information that might be relevant to the dispute.

Electronic forms of documents may be stored in a variety of locations, including phones, online or cloud storage, hard drives, servers, work or home computers, laptops, tablets, flash or thumb drives, CDs, and DVDs. You must ensure that you preserve potentially relevant documents wherever they are stored.

If there is a document deletion program in place that might destroy or delete any potentially relevant information, including text messages, voice mails, or other electronic data, it must be deactivated immediately.

If you have any questions or concerns about your responsibility to preserve documents, please contact DANIEL P. ADAMS, PARTNER (585-327-4160) at Adams Leclair LLP for assistance.

October 14, 2025

G). Resolution #88 To authorize the Supervisor to sign the 2026 Engagement Agreements with the Town Attorneys Van DeWater and Van DeWater

Supervisor Corcoran proposes the following

Be it resolved, the Town Board of the Town of Marlborough authorizes the Town Supervisor to sign the attached agreements from Town Attorney Van DeWater and Van DeWater for 2026.

And moves for its adoption

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

VAN DeWATER AND VAN DeWATER, LLP

COUNSELORS AT LAW

John B. Van DeWater (1892-1968)

Robert B. Van DeWater (1921-1990)

Gerard J. Comatos, Jr.

Kyle W. Barnett

Daniel F. Thomas III

Danielle E. Strauch

Rebecca S. Mensch

Sarah E. Ryan

Hannah L. Atkinson

85 CIVIC CENTER PLAZA, SUITE 101

P.O. BOX 112

POUGHKEEPSIE, NEW YORK 12601

(845) 452-5900

Fax (845) 452-5848

Noel deCordova, Jr. (1929-2013)

Edward vK Cunningham, Jr. (1935-2018)

Ronald C. Blass, Jr. (1951-2018)

John K. Gifford

James E. Nelson

Matthew W. Lizotte

Counsel

WEBSITE ADDRESS:

www.vandewaterlaw.com

GENERAL E-MAIL ADDRESS:

info@vandewaterlaw.com

October 7, 2025

Via Email Only to scorcoran@marlboroughny.us

Scott Corcoran, Supervisor

Town of Marlborough

P. O. Box 305

Milton, NY 12547

Re: **Engagement Agreement – 2026**
Our File No. 10244-02

Dear Supervisor Corcoran,

This document serves as an Engagement Agreement between our firm and the Town. We will continue to provide all legal services needed for the Town, specifically including representation of the various boards and officials of the Town. We understand that the services of special prosecutor in the Town Justice Court are provided by another law firm.

We have billed and will bill the Town for our legal services on an hourly basis, typically in increments of one-tenth of an hour. We provide itemized statements on a monthly basis accompanied by an appropriate Voucher. Our fees are due from the Town even if the Town has an escrow account system for being reimbursed by an applicant or other party who deposits an escrow with the Town. We trust that the appropriate Town official will review the Vouchers and itemized statements when received and will contact us with any concerns or questions about them. We further understand that Vouchers will be presented to the Town Board at the next available Board meeting and will be paid after approval of the Voucher.

Commencing January 1, 2026, attorneys who work on behalf of the Town will bill at the rate of \$250.00 per hour. If the efficient management of the work would be advanced by the involvement of paralegals or legal assistants, we will bill for their time at the rate of \$160.00 per hour. Litigation matters will be billed at the rate of \$350.00 per hour.

In addition to our legal fees, we will be reimbursed for any expenses which are reasonably and necessarily incurred by the firm as a result of our engagement. These expenses typically include long distance telephone charges, photocopy expense, travel expenses, filing fees, fees for transcripts, witness fees, other litigation expenses and the like.

We will bill for our legal fees and disbursements on a monthly basis. Payment is due within 30 days.

Under New York State law, clients have the right to arbitrate fee disputes in civil matters for amounts of at least \$1,000 but less than \$50,000. Members of an arbitration panel are impartial and will be familiar with the area of law in dispute. You should know that the outcome of arbitration is final and binding on all parties.

At the conclusion of this matter, we will retain your legal files for a period of seven years after we close your file. At the expiration of the seven-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

If you have any questions about this letter or the services we provide for you, we encourage you to call or write. If you have any questions about any of our invoices, please call as soon as you receive the statement. If we have not heard from you within 30 days of the date of the invoice, we will assume that you have reviewed it and find it acceptable, and we will expect payment in a timely manner.

Thank you for your interest in retaining my firm. I look forward to working with you.

Sincerely,
VAN DEWATER & VAN DEWATER, LLP
By: 
KYLE W. BARNETT

KWB/jbo

The undersigned hereby accept the terms and conditions set forth herein.

TOWN OF MARLBOROUGH

Dated: _____

Scott Corcoran, Supervisor

VAN DeWATER AND VAN DeWATER, LLP

COUNSELORS AT LAW

John B. Van DeWater (1892-1968)
Robert B. Van DeWater (1921-1990)
Gerard J. Comatos, Jr.
Kyle W. Barnett
Daniel F. Thomas III
Danielle E. Strauch

Rebecca S. Mensch

Sarah E. Ryan
Hannah L. Atkinson

85 CIVIC CENTER PLAZA, SUITE 101
P.O. BOX 112
POUGHKEEPSIE, NEW YORK 12601

(845) 452-5900
Fax (845) 452-5848

Noel deCordova, Jr. (1929-2013)
Edward vK Cunningham, Jr. (1935-2018)
Ronald C. Blass, Jr. (1951-2018)

John K. Gifford
James E. Nelson
Matthew W. Lizotte
Counsel

WEBSITE ADDRESS:
www.vandewaterlaw.com

GENERAL E-MAIL ADDRESS:
info@vandewaterlaw.com

October 6, 2025

Via Email Only to scorcoran@marlboroughny.us

Scott Corcoran, Supervisor
Town of Marlborough
P. O. Box 305
Milton, NY 12547

Re: **Tax Certiorari Matters - 2026**

Dear Supervisor Corcoran,

This letter sets forth the terms and conditions under which Van DeWater & Van DeWater, LLP, is engaged by you in connection with the defense of tax certiorari proceedings. The scope of services are to provide representation to the Town, the Assessor and Board of Assessment Review involving challenges to real property tax assessments in both Article 7 and Article 78 proceedings including negotiations, court appearances, discovery, motion practice and trial and advise the Assessor and the Board on legal issues pertaining to the same.

We believe a letter of engagement advances our mutual interest of arriving at a clear understanding concerning the nature of our representation and the manner in which we will be compensated. Further, we are required by court rule to provide our clients with a written retainer agreement explaining, among other things, the manner in which fees and expenses will be billed.

We will bill you for our legal services on an hourly basis. I and other attorneys who work on your behalf will bill at an hourly rate of \$260.00 per hour. If the efficient management of the work would be advanced by the involvement of paralegals, we will bill for their time at the rate of \$160.00 per hour.

In addition to our legal fees, we will be reimbursed for any expenses which are reasonably and necessarily incurred by the firm as a result of our engagement. These expenses

typically include long distance telephone charges, photocopy expense, travel expenses, filing fees, fees for transcripts, witness fees, other litigation expenses and the like.

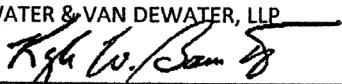
We will bill for our legal fees and disbursements on a monthly basis. Payment is due within 30 days.

Under New York State law, clients have the right to arbitrate fee disputes in civil matters for amounts of at least \$1,000 but less than \$50,000. Members of an arbitration panel are impartial and will be familiar with the area of law in dispute. You should know that the outcome of arbitration is final and binding on all parties.

At the conclusion of this matter, we will retain your legal files for a period of seven years after we close your file. At the expiration of the seven-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

If you have any questions about this letter or the services we provide for you, we encourage you to call or write. If you have any questions about any of our invoices, please call as soon as you receive the statement. If we have not heard from you within 30 days of the date of the invoice, we will assume that you have reviewed it and find it acceptable, and we will expect payment in a timely manner.

Thank you for your interest in retaining my firm. I look forward to working with you.

Sincerely,
VAN DEWATER & VAN DEWATER, LLP
By: 
KYLE W. BARNETT

KWB/jbo

cc: Mara Rothman, Assessor

The undersigned hereby accept the terms and conditions set forth herein.

TOWN OF MARLBOROUGH

Scott Corcoran, Supervisor

Dated: _____