

THE MEETING TONIGHT IS FOR THE CONDUCT OF TOWN BUSINESS BY THE TOWN BOARD. THE PUBLIC IS INVITED TO PARTICIPATE AT THE ITEMS MARKED ON THE AGENDA "PUBLIC COMMENT." DURING THAT SEGMENT OF THE MEETING, IF YOU HAVE A QUESTION OR COMMENT FOR THE SUPERVISOR, PLEASE RAISE YOUR HAND AND WAIT TO BE ACKNOWLEDGED. PLEASE STATE YOUR FULL NAME AND LIMIT YOUR REMARKS TO THREE MINUTES. THANK YOU FOR YOUR ANTICIPATED COOPERATION.

PUBLIC HEARING
FEBRUARY 10, 2025 7:00 PM
21 MILTON TURNPIKE, MILTON NY 12547
WATER DISTRICT EXTENSION FOR MARLBOROUGH RESORT

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

ITEM #1 Call to order - Pledge of Allegiance

ITEM #2 Moment of Silence

ITEM #3 Motion to approve agenda

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

ITEM #5 Authorize payment of bills

ITEM #6 Comments on the agenda

ITEM #7 Report of Departments and Boards

ITEM #8 Presentation

ITEM #9 Old Business

ITEM #10 New Business
A). Multi Dwelling parking spaces-Planning Board request

ITEM #11 Correspondence

ITEM #12 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
- 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

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	-----
Councilwoman Sessa	-----
Councilman Cauchi	-----
Councilman Zambito	-----
Supervisor Corcoran	-----

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	-----
Councilwoman Sessa	-----
Councilman Cauchi	-----
Councilman Zambito	-----
Supervisor Corcoran	-----

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

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

And it moves for adoption

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

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	-----
Councilwoman Sessa	-----
Councilman Cauchi	-----
Councilman Zambito	-----
Supervisor Corcoran	-----

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 _____

Councilperson Cauchi _____

Councilperson Sessa _____

Councilperson Molinelli _____

Councilperson Zambito _____

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 benefited 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 _____

Councilperson Cauchi _____

Councilperson Sessa _____

Councilperson Molinelli _____

Councilperson Zambito _____

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 _____ offered the following resolution, which was seconded by _____, 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	_____
Councilman Cauchi	_____
Councilwoman Sessa	_____
Councilman Zambito	_____
Supervisor Corcoran	_____

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 barbecue; 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

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	-----
Councilwoman Sessa	-----
Councilman Cauchi	-----
Councilman Zambito	-----
Supervisor Corcoran	-----