

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
OPENED ON SEPTEMBER 8th, 2025, 7:00 PM
CONTINUED ON October 14, 2025, 7:00 PM
21 MILTON TURNPIKE, MILTON NY

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."

FIRST MEETING OF THE MONTH
TOWN BOARD TOWN OF MARLBOROUGH
21 MILTON TURNPIKE, MILTON NY
OCTOBER 14, 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 September 22, 2025 Town Board Meeting
Motion to approve minutes from the September 22, 2025 Public Hearing-MS4

ITEM #5 Authorize payment of bills -\$372,790.92

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). Motion to accept the tentative 2026 Budget

ITEM #11 Correspondence

ITEM #12 Public Comments

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
- 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
- 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

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	_____
Councilmember Sessa	_____
Councilmember Cauchi	_____
Councilmember Zambito	_____
Supervisor Corcoran	_____

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	_____
Councilmember Sessa	_____
Councilmember Cauchi	_____
Councilmember Zambito	_____
Supervisor Corcoran	_____

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 (¼) 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	_____
Councilmember Sessa	_____
Councilmember Cauchi	_____
Councilmember Zambito	_____
Supervisor Corcoran	_____

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	_____
Councilmember Sessa	_____
Councilmember Cauchi	_____
Councilmember Zambito	_____
Supervisor Corcoran	_____

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	_____
Councilmember Sessa	_____
Councilmember Cauchi	_____
Councilmember Zambito	_____
Supervisor Corcoran	_____

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	_____
Councilmember Sessa	_____
Councilmember Cauchi	_____
Councilmember Zambito	_____
Supervisor Corcoran	_____



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

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

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

By: _____ Date: September ____, 2025
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	_____
Councilmember Sessa	_____
Councilmember Cauchi	_____
Councilmember Zambito	_____
Supervisor Corcoran	_____

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

WEBSITE ADDRESS:
www.vandewaterlaw.com

GENERAL E-MAIL ADDRESS:
info@vandewaterlaw.com

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

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 of 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

Scott Corcoran, Supervisor

Dated: _____

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

WEBSITE ADDRESS:
www.vandewaterlaw.com

GENERAL E-MAIL ADDRESS:
info@vandewaterlaw.com

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

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: _____