

SEWER AND WATER AGREEMENT

This Agreement, effective as of the 21 day of February, 2017, by and between the Village of Millbrook, a municipal corporation of the State of New York, with offices at Village Hall, 35 Merritt Avenue, P.O. Box 349, Millbrook, New York 12545 (hereinafter referred to as the "Village") and, Green Briar Real Estate LLC, and Green Briar Adult Home, LLC, both limited liability companies with a principal place of business located at P.O. Box 290, 26 Old Route 82, Millbrook, New York 12545 (hereinafter collectively referred to as "Green Briar"). "Village" and "Green Briar" may also each be referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Green Briar Real Estate LLC is the owner of certain real property located at 26 Old Route 82, Millbrook, New York 12545, consisting of +/- 4 acres and known by tax grid number 135889-6764-01-283600 (hereinafter the "Property"); and

WHEREAS, as a result of a health emergency created by the unexpected failure of Green Briar's current septic system, and due to the fact that Green Briar contracted with the Village for utilization of the Village's sanitary sewer system and water system prior to the issuance of the Moratorium of July 17, 2007; and

WHEREAS, the execution of this Agreement shall have no effect on the continuance of the July 17, 2007 Moratorium in all other respects; and

WHEREAS, except and as otherwise provided herein, Green Briar desires to continue to utilize the Village's sanitary sewer system and Wastewater Treatment Plant; and

WHEREAS, the Village Treatment Plant has the capacity to continue to treat wastewater from Green Briar based upon its current usage; and

WHEREAS, the Village Code §180-53 requires that any users of the Village's Wastewater Treatment Plant that are located outside of the Village shall enter into a contract with the Village; and

WHEREAS, the Village agrees to accept and treat Green Briar's sanitary sewage upon the terms and conditions set forth herein; and

WHEREAS, Green Briar also desires to continue to utilize the Village's water system; and

WHEREAS, the Village shall permit the connection of Green Briar's Adult Home Sanitary Sewer to the Village of Millbrook Sanitary Collection System and shall provide water and sewer services to Green Briar upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and agreements set forth herein,

the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1. **Term.** The term of this Agreement shall commence upon the execution hereof and shall be for a term of forty (40) years unless earlier terminated as set forth in this Agreement. Green Briar shall have the option to extend this Agreement for a second forty (40) term, subject to the terms hereof, which shall require confirmation by a resolution of the Village Board of Trustees.
2. **Sewer and Water Installation, Usage and Charges.** The following terms and conditions shall apply to the installation and utilization of the Village's water system, sanitary sewer system or Village Wastewater Treatment Plant:
 - A. Stormwater from the driveway may currently enter the existing grease tank, septic tank and pump tank during wet weather events when water pools on the ground adjacent to the existing sewage system. The storm water will be routed into a new catch basin provided by Green Briar and connected to the existing storm sewer. This shall be done as soon as possible; a date of completion for the storm drain work shall be included within the agreement between the Village of Millbrook and Green Briar Adult Home. Said stormwater improvements shall be designed by a NYS professional engineer contracted with by Green Briar Adult Home and work shall be certified by said engineer to the Village of Millbrook as meeting any and all design standards presently in force within the Village of Millbrook, Town of Washington, the County of Dutchess and the State of New York.
 - B. Presently the existing grease tank, septic tank and pump tank are located approximately 4.5 ft. below grade; concrete blocks have been used as risers and square plate steel has been used as covers over the existing tanks. All concrete block risers and steel covers shall be replaced with precast concrete manhole risers sealed to the top of the existing precast tank structures by Green Briar Adult Home. Cast iron rings and manhole covers shall be installed with top elevations above current grade to prevent stormwater from entering the manholes. Said improvements shall be designed by a NYS professional engineer contracted by Green Briar Adult Home and work shall be certified by said engineer to the Village of Millbrook as meeting any and all design standards presently in force within the Village of Millbrook, Town of Washington, the County of Dutchess and the State of New York. A schedule for the replacement of the existing concrete block risers shall be included within the agreement between the Village of Millbrook and Green Briar Adult Home. Date of replacement to be no later than June 1, 2017.
 - C. The existing pump chamber shall be replaced by Green Briar Adult Home with a new precast pump station or a prefabricated pump chamber; said design must meet the standards of the NYS Sanitary Code and/or the NEW YORK STATE DESIGN STANDARDS FOR INTERMEDIATE SIZED WASTEWATER TREATMENT

SYSTEMS, MARCH 5, 2014. Said design shall be submitted for approval to the appropriate regulatory agency be it the Dutchess County Department of Health and/or Region-3 of the New York State Department of Environmental Conservation. The Village of Millbrook shall also review the design, the cost of which shall be the responsibility of Green Briar Adult Home. Said improvements shall be designed by a NYS professional engineer contracted by Green Briar Adult Home and work shall be certified by said engineer to the Village of Millbrook as meeting any and all design standards presently in force within the Village of Millbrook, Town of Washington, the County of Dutchess and the State of New York. A schedule for the replacement of the existing pump station shall be included within the agreement between the Village of Millbrook and Green Briar Adult Home. Date of replacement to be no later than June 1, 2017. The organic strength of the wastewater leaving Green Briar shall be that of domestic wastewater and shall not exceed 9.0lbs per day BOD/TSS. Any excess shall be subject to the penalties set forth in paragraph 2.L

- D. Under no circumstances shall the Village of Millbrook accept any responsibility for ownership or operation and maintenance of the wastewater treatment process, pump station or forcemain for the Green Briar Adult Home.
- E. A new forcemain shall be installed from the duplex pump chamber to the existing Village sanitary manhole located on Maple Hill Drive; the manhole invert and bench shall be rebuilt with a new concrete bench and invert. The existing plastic invert shall be removed by Green Briar and the new bench and invert shall be pitched properly to insure proper drainage from the forcemain discharge into the new concrete invert. Said improvements shall be designed by a NYS professional engineer contracted by Green Briar Adult Home and work shall be certified by said engineer to the Village of Millbrook as meeting any and all design standards presently in force within the Village of Millbrook, Town of Washington, the County of Dutchess and the State of New York. A schedule for the replacement of the existing pump station shall be included within the agreement between the Village of Millbrook and Green Briar Adult Home. The date of rehabilitation of the receiving manhole shall be no later than June 1, 2017.
- F. An escrow account shall be established by Green Briar Adult home to reimburse the Village of Millbrook for 100% of all out of pocket expenses related to the connection of Green Briar Adult Home to the Village sanitary sewer system, including reasonable legal, engineering and system operational consultants. It is the responsibility of Green Briar Adult Home to maintain a balance of \$5,000.00 in said escrow account and copies of invoices paid by the Village of Millbrook to its professional contractors for work related to the connection shall be provided to Green Briar Adult Home. It is understood by the parties that \$5,000 is not a cap on potential costs.
- G. A connection fee paid by Green Briar Adult Home to the Village of Millbrook for access to the Village's sanitary sewer excess capacity up to 4,000 gallons per day shall be paid at a rate of \$15.00 per gallon. The total due to the Village of Millbrook by Green Briar is \$60,000.00 payment due as follows:

1. The amount of \$15,000.00 shall be paid upon the execution of this agreement. A second payment of \$15,000.00 shall be due one calendar year after Green Briar's NYS professional engineer has certified all work required by paragraphs 2.A, 2.B, 2.C and 2.E, above, has been completed. The third payment of \$15,000.00 shall be due two calendar years after Green Briar's NYS professional engineer has certified all work required by paragraphs 2.A, 2.B, 2.C and 2.E, above, has been completed. The fourth and final payment shall be due three calendar years after Green Briar's NYS professional engineer has certified all work required by paragraphs 2.A, 2.B, 2.C and 2.E, above, has been completed.
 2. It is understood that these payments are independent of the escrow account established by Green Briar for the reimbursement to the Village of any costs borne by the Village of Millbrook associated with the connection of Green Briar Adult Home to the Village of Millbrook's sanitary sewer collection system.
 3. If Green Briar Real Estate LLC intends to transfer ownership of the Property, then any unpaid amounts required pursuant to paragraph 2.G(1) shall become immediately due and payable prior to the transfer of title.
- H. This agreement is based on the current permitted population on December 1, 2016 which consists of 53 beds plus staff at any given time. This Agreement is further limited to the terms of Green Briar's current license to operate the facility. Any request to expand said permitted population of 53 beds plus staff must be approved by the Village.
- I. This agreement confirms that all Green Briar Adult Home water bills and sewer rents shall be paid on time as per the current Village Code. If payments for either the water bills or the sewer rents become delinquent the Village reserves the right to discontinue water service and/or sewer service 10 days after a notice of disconnection is delivered to Green Briar Adult Home. Reconnection of water and/or sewer service shall not occur until such time as both water and sewer accounts are made current. Any costs for the discontinuance of water and/or sewer service or the reconnection of water and sewer services shall be the responsibility of Green Briar Adult Home and shall be paid prior to any reconnection.
- J. Green Briar shall be responsible at all times to insure that surface and/or ground water does not enter the Village sanitary system from the stormwater collection and conveyance system on the subject property.
- K. This agreement to provide an emergency sewer connection to the Green Briar Adult Home for 4,000 gallons per day to solve a sanitary emergency does not constitute a change of current Village of Millbrook policy related to the current ban on water and sewer connections outside of the Village of Millbrook boundaries.
- L. **Charges and Penalties for Exceeding Limits.** If the maximum flow or the strength exceeds the agreed to limits set forth in Paragraph 2.G., the Village may assess surcharges as it deems appropriate to cover the cost of treating the excess flows and for

any damages it may incur as a result of either the quality or quantity of the flows, or both. Such damages may also include penalties and/ or fines imposed by regulatory agencies per Paragraph 7 of this agreement.

- M. **Cessation of Sewer and/or Water Services.** Any cessation of sewer and/or water services by the Village shall be done in accordance with the Village's policies and procedures on cessation of these services, as may be amended from time to time.

3. Sewer Rent.

- A. **Sewer Rent.** The Village has established a scale of rents known as "sewer rents," the revenues from which are used for financing and maintaining sewage collection and treatment facilities. Sewer rents are charged to owners of properties receiving sewer services from the public sewer system of the Village whether such properties are located within or without the corporate limits of the Village. The sewer rent for properties located outside of the corporate limits of the Village shall be charged and shall be obligated to pay an amount equal to the sewer rents that would have been levied against the real property if it had been located within the Village (Village Code § 180-52). The sewer rental charge is on an ad valorem basis (per \$1,000 of assessed value).
- B. **Payment of Sewer Rent Charges.** The amount of the sewer rent due each quarter shall be added to the regular water bill and all sewer rents shall be due and payable at the same time water bills are due and payable (Village Code § 180-53).

4. Green Briar Obligations.

- A. **Inspections.** Green Briar shall allow duly authorized employees and representatives of the Village access on its property for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of Village Code, Chapter 180, Article II, Sanitary Sewers.
- B. **Easements.** Green Briar shall allow duly authorized employees and representatives of the Village access on those portions of its property upon which the Village holds easements for purposes including, but not limited to, inspection, observation, measurement, sampling, repair, replacement, improvement and maintenance of any portion of the sewage works lying within any such easements. All entry and subsequent work, if any, on said easements shall be done in full accordance with the terms of the duly negotiated easements.
- C. **Discharges.** Green Briar shall not discharge or cause to be discharged into the Village Wastewater Treatment Plant any of the waters or wastes set forth in Village Code §180-35. In addition, Green Briar shall not discharge or cause to be discharged any substances, materials, waters or wastes set forth in Village Code § 180-36, which appear likely in the opinion of the Village Engineer or certified Operator of the Village Sanitary System to be a potential harm to either sewers, sewage treatment process or equipment, could have an

adverse effect on the receiving stream or could otherwise endanger life, limb, public property or constitute a nuisance.

D. **Village Law.** Green Briar shall abide by any and all other applicable provisions contained in the Village Code Chapter 180, Articles I and II not otherwise referenced in this Agreement.

5. **Representations and Warranties.**

A. **Green Briar.** Green Briar makes the following representations and warranties as of the date of signing this Agreement: (i) the execution, delivery and performance by Green Briar of this Agreement does not (1) violate any law, order, writ, judgment, injunction, decree, determination or award, or (2) conflict with or result in the breach of, or constitute a default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument binding on or affecting Green Briar; (ii) Green Briar is not in violation of any law, order, writ, judgment, injunction, decree, determination or award or in breach of any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument, the violation or breach of which would materially impact Green Briar's ability to perform under this Agreement; and (iii) this Agreement is valid and binding upon, and enforceable against, Green Briar in accordance with its terms.

B. **Village.** The Village makes the following representations and warranties as of the date of signing this Agreement: (i) the execution, delivery and performance by the Village of this Agreement does not (1) violate any law, order, writ, judgment, injunction, decree, determination or award, or (2) conflict with or result in the breach of, or constitute a default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument binding on or affecting the Village; (ii) Village is not in violation of any law, order, writ, judgment, injunction, decree, determination or award or in breach of any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument, the violation or breach of which would materially impact Village's ability to perform under this Agreement; and (iii) this Agreement is valid and binding upon, and enforceable against, the Village in accordance with its terms.

6. **Assignment.** The rights of Green Briar under this Agreement to utilize the water system, sanitary sewer system and Village Wastewater Treatment Plant may be assigned transferred by Green Briar, provided the Village is given sixty (60) days' notice of the intended Assignee and the Assignee certifies in writing that it shall be bound by this Agreement. Likewise, any such Assignee may also assign its right hereunder under the same terms and conditions. Green Briar is not authorized to allow any neighboring property owner, or other third party of any kind, to connect to, or otherwise utilize in any manner, the sewer and water pipes, pump station or any other equipment related to the sewer and water systems located on Green Briar's property.

7. **Indemnification.** Green Briar agrees to indemnify and hold harmless the Village, its employees and agents ("Indemnified Parties") from and against any and all claims, causes of action, damages, losses, liabilities, suits, costs and expenses, including without limitation,

reasonable attorneys' fees, professional fees, engineering fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use of the Village's sanitary sewer system or Wastewater Treatment Plant, or other breach of this Agreement by Green Briar or any subcontractor, agent, employee or person under Green Briar's control. This provision shall survive the termination or expiration of this Agreement.

8. **Entire Agreement.** This Agreement cancels and supersedes any and all prior agreements and understandings, whether written or oral, if any, between the Parties hereto regarding the subject hereof and constitutes the complete understanding between the Parties thereto. No statement, representation, warranty or other covenant has been made by either Party with respect hereto except as expressly set forth herein.
9. **Amendments.** No amendment to this Agreement shall be effective unless made in writing, duly executed by the parties and specifically referring to each provision of this Agreement being amended.
10. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of New York without regard to principles of conflict of laws.
11. **Jurisdiction and Venue.** Any and all court proceedings related to the subject matter hereof shall be maintained in the New York Supreme Court for the County of Dutchess or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction for such purpose. This provision shall survive the termination or expiration of this Agreement.
12. **Severability.** If any provision of this Agreement or any part hereof is held invalid, unlawful or incapable of being enforced by reason of any rule, law, equity or public policy, all conditions and provisions of this Agreement which can be given effect without such invalid, unlawful or unenforceable provision, shall nevertheless remain in full force and effect provided the original intent of the Parties is maintained.
13. **No Waiver.** No delay or omission by a Party in the exercise of any right, power or remedy provided for herein shall impair any such right, power or remedy or be construed as a waiver of or acquiescence by the Party of any breach or default affecting such right, power or remedy.
14. **Notice.** All notices or other communications to be made, given or furnished pursuant to or under this Agreement (each, a "Notice") shall be in writing and shall be deemed given or furnished if addressed to the Party intended to receive the same at the address of such Party as set forth below (i) upon receipt when personally delivered; or (ii) one (1) business day after the date of delivery of such Notice to a nationwide, reputable commercial courier service specifying next day delivery.

If to the Village:
Village Hall

35 Merritt Avenue
Millbrook, New York 12545
Attn: Mayor

A copy of any such notice shall be sent simultaneously by same means to:

If to Green Briar:

Green Briar Real Estate, LLC
P.O. Box 290
26 Old Route 82
Millbrook, New York 12545
Attn: [Insert name/title of appropriate individual]

A copy of any such notice shall be sent simultaneously by same means to:

Allan Rappleyea, Esq.
Corbally, Gartland and Rappleyea, LLP
PO Box 679
Millbrook, New York 12545

Any Party may change the address to which any Notice is to be delivered to any other address within the United States of America by furnishing written Notice of such change at least fifteen (15) days prior to the effective date of such change to the other Party in the manner set forth above, but no such Notice of change shall be effective unless and until received by the other Party. Rejection or refusal to accept, or inability to deliver because of changed address or because no Notice of changed address was given, shall be deemed to be receipt of any such Notice. With the exception of change of address, any Notice to an entity shall be deemed to be given on the date specified in this paragraph, without regard to when such Notice is delivered by the entity to the individual to whose attention it is directed and without regard to the fact that proper delivery may be refused by someone other than the individual to whose attention it is directed. If a Notice is received by an entity, the fact that the individual to whose attention it is directed is no longer at such address or associated with such entity shall not affect the effectiveness of such Notice.

Notices may be given on behalf of any Party by such Party's attorneys.

15. **Construction.** As used in this Agreement, either gender shall be construed as including the other gender, and the singular shall be construed as including the plural and the plural the singular, as the sense requires. Any capitalized terms not defined herein shall have the meaning set forth in the Village Code.

16. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

17. **Undertaking and Further Assurances.** The Parties all agree that they will undertake to do any act or sign any document that may be reasonably necessary to carry out the intentions of the Parties to this Agreement.

18. **Signatures. Counterparts.** This Agreement may be executed in counterparts each of which shall be taken to be an original and all such counterparts taken together shall constitute one and the same agreement. A faxed signature shall have the same force and effect as an original signature in the execution of this Agreement.

19. **RECORDING.** This document shall be recorded in the Dutchess County Clerk's Office.

20. **SUCCESSORS AND ASSIGNS.** This Agreement shall bind the parties and their successors and permitted assignees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth next to the Parties' signatures.

GREEN BRIAR REAL ESTATE, LLC

BY: Eileen Berenyi
Name: Eileen Berenyi
Title: Sole Member
Date: 22 February 2017

GREEN BRIAR ADULT HOME, LLC

BY: Eileen Berenyi
Name: Eileen Berenyi
Title: Sole Member
Date: 22 February 2017

VILLAGE OF MILLBROOK

BY: [Signature]
Name: Rodney Brown
Title: Mayor
Date: 2-21-2017

STATE OF NEW YORK)

)ss.:

Short Environmental Assessment Form

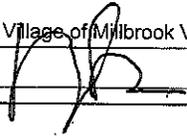
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Contract with Green Briar Real Estate LLC and Green Briar Adult Home LLC for water supply and sewer service.			
Project Location (describe, and attach a location map): 26 Old Route 82, Millbrook New York 12545			
Brief Description of Proposed Action: Approval of contract wherein the Village shall permit the connection of Green Briar's Adult Home Sanitary Sewer to the Village of Millbrook Sanitary Collection System and shall provide water and sewer services to Green Briar upon the terms and conditions set forth in the proposed contract.			
Name of Applicant or Sponsor: Village of Millbrook Board of Trustees		Telephone: 845-677-3939 E-Mail: RBMayor <RBMayor@villageofmillbrookny.>	
Address: 35 Merritt Avenue			
City/PO: Millbrook		State: NY	Zip Code: 12545
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Dutchess County Department of Health and New York State Department of Environmental Conservation.			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ +/- 4 acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ +/- 4 acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Village of Milbrook Village Board of Trustees</u>		Date: <u>February 14, 2017</u>
Signature: <u></u>		

Project: Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: _____
 Date: _____

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The Contract calls for Green Briar Adult Home to connect to the Village's water and sewer facilities. The Village's existing facilities have sufficient capacity to accept this additional usage. Any necessary improvements are to Green Briar's facilities only and those improvements are to be made before connection is permitted to the Village's facilities as set forth in detail in the contract.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Village of Millbrook Board of Trustees _____ Name of Lead Agency	February 14, 2017 _____ Date
Roderick Brown _____ Print or Type Name of Responsible Officer in Lead Agency	 _____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION

Trustee Rockfort introduced the following resolution, which was seconded by Trustee Hicks, reading as follows:

WHEREAS, Green Briar Real Estate LLC is the owner of certain real property located at 26 Old Route 82, Millbrook, New York 12545, consisting of +/- 4 acres and known by tax grid number 135889-6764-01-283600 (hereinafter the "Property"); and

WHEREAS, as a result of a health emergency created by the unexpected failure of Green Briar's current septic system, and due to the fact that Green Briar contracted with the Village for utilization of the Village's sanitary sewer system and water system prior to the issuance of the Moratorium of July 17, 2007; and

WHEREAS, the execution of this Agreement shall have no effect on the continuance of the July 17, 2007 Moratorium in all other respects; and

WHEREAS, except and as otherwise provided herein, Green Briar desires to continue to utilize the Village's sanitary sewer system and Wastewater Treatment Plant; and

WHEREAS, the Village Treatment Plant has the capacity to continue to treat wastewater from Green Briar based upon its current usage; and

WHEREAS, the Village Code §180-53 requires that any users of the Village's Wastewater Treatment Plant that are located outside of the Village shall enter into a contract with the Village; and

WHEREAS, the Village agrees to accept and treat Green Briar's sanitary sewage upon the terms and conditions set forth herein; and

WHEREAS, Green Briar also desires to continue to utilize the Village's water system; and

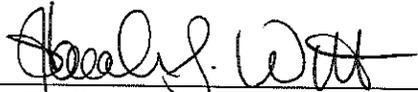
WHEREAS, the proposed Contract is annexed hereto as **Exhibit A**; and

NOW, IT IS HEREBY RESOLVED that the Village Board of Trustees hereby authorizes the Mayor or Deputy Mayor to execute the proposed Contract annexed hereto as **Exhibit A** or any other agreement having substantially the same or similar provisions.

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

Mayor Brown	<u>aye</u>
Trustee Rochfort	<u>aye</u>
Trustee Herzog	<u>absent</u>
Trustee Hicks	<u>aye</u>

DATED: Millbrook, New York
February 14, 2017
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SARAH J. WITT, Village Clerk
Village of Millbrook