

Village of Millbrook Board of Trustees
Meeting Minutes

June 13, 2017

I. Call to order

Mayor Brown called the meeting to order at 6:31 PM and led the Pledge of allegiance.

Roll Call: Mayor Brown, Trustee Hicks, Deputy Mayor Rochfort, Officer Witt, PWS Collocola, Fire Chief Bownas, Fire President Rochfort, Attorney Valk and Clerk Witt.

Absent: Trustee Herzog

II. Administrative Business:

Deputy Mayor Rochfort made a motion to accept the minutes from May 23rd, seconded by Trustee Hicks and all were in favor.

Mayor Brown read from the attached Budget Adjustments Resolution. Trustee Hicks made a motion to accept the Budget Resolutions presented 06/13/2017 seconded by Deputy Mayor Rochfort and all were in favor.

Mayor Brown had explained to the Board that an employee had been overcharged out of their paycheck Aflac benefits in the amount of \$1071.84. Trustee Hicks made a motion to pay the employee the over deduction in the amount of \$1071.84 seconded by Deputy Mayor Rochfort and all were in favor.

Generator Bid- Mayor Brown submitted to the Board a recommendation from Delaware Engineering concerning the generator bid (attached). Deputy Mayor Rochfort made a motion to accept Black Electric's bid based on the recommendation of Delaware Engineering, seconded by Trustee Hicks and all were in favor.

Mayor Brown appointed Timothy Capowski to the Zoning Board of Appeals. Clerk Witt then administered the Oath of Office to Mr. Capowski.

Old Business:

Stanford Rd Dam- Trustee Hicks made a motion to accept Maser's proposal as stated, seconded by Deputy Mayor Rochfort and all were in favor.

Millbrook Golf and Tennis- Mayor Brown read the letter from the Millbrook Golf and Tennis about the 4th of July fireworks. The fireworks will be held on July 1st with a rain date of July 2nd. Trustee Hicks and Officer Witt are working together along with the State Police to ensure vehicle and pedestrian traffic safety. Trustee Hicks made a motion for Mayor Brown to write a letter of approval to the Millbrook Golf and Tennis for their fireworks, seconded by Deputy Mayor Rochfort and all were in favor.

Signage Committee- Mayor Brown informed the Board that Village resident Kevin McGrane and Deputy Mayor Rochfort have started a signage committee. Mayor Brown stated he would like a third member on the committee. Deputy Mayor Rochfort said he would speak with the Millbrook Business Association (MBA) to see if they would also put someone on the committee. Trustee Hicks made a motion to start a sign committee with Mr. McGrane and Deputy Mayor Rochfort with the possibility of a third person, seconded by Deputy Mayor Rochfort and all were in favor.

Additional comments: Mayor Brown told the Board that there is a Village of Millbrook app in the works and hopes that the app can reduce some of the sign pollution.

New fees for Building/Planning and Zoning- Deputy Mayor wanted to table implementing the fees until he had an opportunity to review and compare the fees against other municipalities' fees. (attached)

New Business:

Community Day Committee- Trustee Hicks will be on the committee for Community Day. Community Day will take place on September 9th, 2017 from 9 AM- 3 PM. Mayor Brown said the Village Hall will be available if they need shelter from the rain.

Financial Audit- Mayor Brown read a letter from Ted Eglit, CPA for the Village of Millbrook (attached). Mayor Brown also stated the audit can be found on the Village website.

Additional comments: It has been recommended that the Village have a database for all Village inventory. Mayor Brown would like to address this issue and have it completed within three or four years being it will be a large undertaking. Mayor Brown would like the process to be started sometime this Fall.

Fireman's Parade and Carnival- Mayor Brown informed the Board and public the Carnival will take place July 5, July 6, July 7 and July 8th on the Thorne Building grounds. The Fireman's Parade will be on July 8th at 6 PM.

III. Departmental Reports:

A. Fire Department- Fire Chief Bownas read from the attached fire department report for May.

Additional comments: Fire President Rochfort informed the Board the fire department is ready for the parade and expects upwards of 20 fire companies. He also told the mayor that a representative from Penflex will be reaching out about attending a Board meeting. Mayor Brown said he will be reaching out mid- June and hopes for them to attend the first meeting in July.

Police Department- Officer Witt read from the attached police report.

Additional comments: Officer Witt asked the Board to consider creating an additional police position.

Water and Sewer- Scott Osborne of VRI read from the attached water and sewer reports.

Additional comments: Mr. Osborne informed the Board they will be flushing all hydrants the week of June 26th.

Public Works- PWS Collocola read from the attached highway report.

Additional comments: PWS Collocola informed the Board that the crosswalks adjacent to Franklin Ave belong to the State and he has made several calls to have them come paint them as they are in much need of painting. Mayor Brown told PWS Collocola to give him the information and he would call.

Treasurer- Clerk Witt read from the attached reports. She informed the Board that there had been a resident who was re-levied in error and had asked the Board to approve the attached resolution to correct the error. Trustee Hicks made a motion to accept the resolution, seconded by Deputy Mayor Rochfort and all were in favor. Clerk Witt then read from the email that was sent to her by Mayor Brown (attached). Trustee Hicks made a motion to approve the medical deductible transfer, seconded by Deputy Mayor Rochfort and all were in favor.

Trustee Updates:

Trustee Rochfort told the Board he has contacted Lakeville, CT about their garbage cans and is expecting a call back with the information on them.

Trustee Hicks said he is constant contact with Officer Witt and is available for the Public Works department, should they need him. He said Officer Witt and PWS Collocola covered everything in their report.

Mayor Brown said that Green Briar had been given their approval for the connection (attached.) Stanford Rd in the Town will be closed for a period. Fire Chief Bownas said the letter that had been sent out needs updating. Mayor Brown asked Clerk Witt to put the information on the website when it becomes available. Mayor Brown had been sent an annual compliance inspection (attached.) He also informed the Board at the June 27th meeting there will be a well update.

- IV. **Adjournment:** Mayor Brown told the members of the audience that Trustee Hicks will be exiting the meeting and they will be adjourning but he will leave the meeting open for public comment, no actions will be made. Trustee Hicks made a motion to adjourn the meeting at 7:58 PM, seconded by Deputy Mayor Rochfort and all were in favor.

Respectfully Submitted by: Sarah J. Witt Village Clerk/Treasurer

**Village of Millbrook
Village Hall – Board of Trustees
June 13, 2017 6:30pm**

1. Administrative Business :

- a. Acceptance of minutes
- b. Approval of Budget Modifications
- c. AFLAC - refund
- d. Possibly Accepting Bid for Generator, Electric Re-Work and Pad
- e. Two 90 day CDs - \$200,000 each – one fund balance in General Fund and the second monies in Bedrock Well Project not needed until Sept 2017.
- f. Swear in Tim Capowski - ZBA

2. Old Business :

- a. Stanford Rd Dam – Maser Engineering proposal
- b. Millbrook Golf and Tennis Fireworks
- c. Signage Committee – Trustee (Joe Rochfort), Kevin McGrane - find a solution to signage issue in and around Village.
- d. Implementing new fees for Building/Planning and Zoning – will be uploaded to website in addition to 'cleaner' application locations

3. New Business :

- a. Community Day – suggest Brian be on committee, approval for use of Band Shell and lawn – Sept 9, 2017 - 9am-3pm – if raining would like the Village Hall be considered for use.
- b. Financial Audit is complete and on website
- c. July 8th Fireman's Parade – 6pm

4. Department Reports : (first meeting of month only)

- a. FD/Rescue – Matthew Rochfort, Ted Bownas and Laurie Olsen
- b. Police – Officer Jared Witt
- c. Water and Sewer – Scott Osborne (VRI)
- d. Highway – Robert Collacola
- e. Treasurer – Sarah Witt

5. Board Member Updates

- a. Green Briar – plans are approved by the County
- b. From July 26th – July 31st Stanford Road closing
- c. Well Project Update – 6/27/2017 – Delaware Rep – Bill Bright

6. Public Comment : (number of speakers will determine amount of time given to each speaker)

7. Executive Session (if needed)

8. Adjournment

9. Audition of Bills

Budget Adjustments – Presented at 06/13/2017 Board Meeting

By this resolution the Board of Trustees authorizes the following transfers necessary to fund underfunded operating lines:

From	A.1210.0800 Mayor Emp. Ben	-	\$2350.00
To	A.1210.0100 Mayor PS Services	-	\$2335.00
	A.1210.0400 Mayor CE	-	\$15.00
From	A.3120.0200 Police Equipment	-	\$12000.00
To	A.9720.0600 Principal Police Vehicle	-	\$12000.00
From	A.3410.0800 FD Emp Ben	-	\$9000.00
	A.3410.0200 FD Equipment	-	\$13,000.00
	A.3410.0400 FD CE	-	\$10,000.00
To	A.4540.0401 Paid Ambulance	-	\$32000.00
From	A.5142.0100 Snow Removal PS	-	\$955.00
To	A.5142.0400 Snow Removal CE	-	\$955.00
From	A.9040.0800 Worker's Comp	-	\$6500.00
	A.9060.0800 Health Insurance	-	\$2000.00
To	A.1320.0400 Auditor	-	\$8500.00
From	A.1325.0100.0001 Treasurer PS	-	\$655.00
To	A.1325.0100 Clerk PS	-	\$200.00
	A.1325.0800 Clerks Emp Ben	-	\$455.00
From	A.1621.0400 Thorne Building CE	-	\$2950.00
To	A.1420.0400 Attorney CE	-	\$2950.00

These entries are to be Journal Entries done by the Treasurer.

BH 2nd JR - all in favor



SECTION III – 2017 RATE SCHEDULE

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Executive Principal.....	230.00
Principal.....	200.00
Senior Technical Director.....	190.00
Senior Project Manager.....	180.00
Technical Director.....	170.00
Project Manager.....	160.00
Senior Project Specialist.....	150.00
Project Specialist.....	140.00
Technical Professional.....	130.00
Technical Specialist.....	120.00
Specialist.....	110.00
Senior Data Technician.....	100.00
Senior Technical Assistant.....	90.00
Technical Assistant.....	80.00
Data / Field Technician.....	70.00
Survey Crew – 2 Man.....	200.00
Survey Crew – 1 Man.....	170.00
Expert Witness.....	300.00
Sr. LSRP.....	250.00
LSRP.....	200.00

REIMBURSABLE EXPENSES

General Expenses.....	Cost + 15%
Travel (Hotel, Airfare, Meals).....	Cost + 15%
Sub-Consultants/Sub-Contractors.....	Cost + 20%
Mileage Reimbursement*.....	0.56 / Per Mile
Plotting.....	3.75 / Each
Computer Mylars / Color Plots.....	50.00 / Each
Photo Copies.....	0.10 / Each
Color Photo Copies.....	1.75 / Each
Document Binding.....	3.00 / Each
Compact Disk CD/DVD.....	75.00 / Each
Exhibit Lamination (24" x 36" or larger).....	50.00 / Each

* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2017



Millbrook Dam
Millbrook, Dutchess County, NY
MC Proposal No. 17001063P
May 8, 2017
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SECTION IV - CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy and a retainer for \$2,000 to this office. The retainer shall be held and applied towards the final invoice. Invoices are due within 30 days. This proposal is valid for 60 days.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'A. Fetherston'.

Andrew B. Fetherston, PE, CPESC, CPSWQ, CFM
Principal Associate

ABF/jm

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To A.1420.0400 Attorney CE	-	\$2950.00

These entries are to be Journal Entries done by the Treasurer.



Delaware Engineering, DPC

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

June 12, 2017

Mayor Rod Brown
Village of Millbrook
P.O. Box 349
35 Merritt Avenue
Millbrook, NY 12545

Subject: Water Plant Generator
Recommendation for Award

Dear Mayor Brown,

On June 9, 2017 the Village of Millbrook received bids for the electrical construction of the installation of a generator at the Village of Millbrook Water Plant. Delaware Engineering, D.P.C. has reviewed the bid results for conformance with the project specifications. Attached is a complete copy of the bid results for the project. The low bidder was Black Electric Inc.

Contract #1 - Electrical Construction - Black Electric, Inc. of Poughkeepsie, NY - \$133,500.00

The low bidder is in conformance with the project bid requirements. The bid is below the Engineer's cost estimate and within the total project budget. Based on the bid results received and a review of the bids conformance to the project specifications, Delaware Engineering, D.P.C. is recommending that the Village of Millbrook award the noted contract for the construction of the proposed upgrades to the apparent low bidders.

Delaware Engineering also recommends that, prior to award, Village of Millbrook have its legal counsel review the bonds and bid documents submitted. If you have any questions regarding the bid results, bidding process or any other project issues, please feel free to contact me at (518) 452-1290. We look forward to moving ahead on this very important project.

Sincerely,

Ablen Amrod, P.E.
Project Manager

[illegible]



May 8, 2017

Village of Millbrook
35 Merritt Avenue
Millbrook, NY 12545

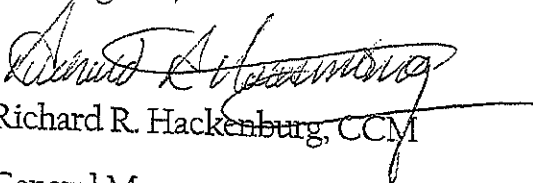
Dear Mayor Brown:

I am writing this letter to request permission to host fireworks to be displayed on Saturday, July 1, 2017 at The Millbrook Golf and Tennis Club. If by chance there is inclement weather, our rain date for the show will be Sunday, July 2nd.

Additionally any police assistance that you can provide with traffic flow on Church Street would be greatly appreciated.

Thank you in advance for any courtesies that you may extend to us.

With regards,


Richard R. Hackenburg, CCM
General Manager

VILLAGE OF MILLBROOK

BUILDING & CONSTRUCTION

SCHEDULE OF FEES

Effective 2017

BUILDING & ZONING APPLICATION REVIEW FEES (non-refundable)

New Single Family Residence	\$ 100
New Two Family Residences	\$ 150
Conversion to a Two Family	\$ 150
Multi-Family Residence (3 or more)	See Commercial Fees
Accessory Buildings over 300 sq. ft	\$ 50
Accessory Buildings under 300 sq. ft	\$ 25
Decks, Porches, & Sunrooms	\$ 25
Pools & Hot Tubs	\$ 10
Mechanical Work	\$ 10
Interior/Exterior Alterations	\$ 25
Application for a Certificate of Occupancy	\$ 10
Application for a certificate of Occupancy for new SFD	\$ 50
Application for a Certificate of Compliance	\$ 10
Renewal of Building Permit (6 month extension)	\$ 25
Expired Building Permit: (After 6 month extension)	re-submit for new permit

ADMINISTRATIVE FEE

Flood Zone Permit Fee	\$ 100
Municipal records search- RESIDENTIAL	\$ 125
Amended Municipal Search Letter Due to Violations	\$ 25

NOTE: APPLICATION REVIEW FEE is non-refundable in the event a permit is not issued

NOTE: PROFESSIONAL FEES included but not limited to; engineering and attorney fees relating to the permit determination will be charged to the applicant.

RESIDENTIAL PERMIT FEES

NEW SINGLE FAMILY RESIDENCE

Building Permit Fee based on estimated cost of construction
\$ 100 plus \$4 per \$ 1,000 cost of construction

RESIDENTIAL BUILDING FEES OTHER THAN FOR THE CONSTRUCTION OF NEW RESIDENCES

NOTE: APPLICATION REVIEW FEE is non-refundable in the event permit is not issued

ADDITIONS

Up to 500 Square Feet	\$ 150
501-600 Square Feet	\$ 180
601-700 Square Feet	\$ 210
701-800 Square Feet	\$ 240
801-900 Square Feet	\$ 270
901-1000 Square Feet	\$ 300

If proposed work is greater than 1,000 square feet, the fee will increase ____ for each additional 100 square feet of new construction.

INTERIOR/EXTERIOR ALTERATIONS & REPAIRS

For work confined to the original footprint of the building

Finished Basement or attic up to 300 square feet	\$ 200
Finished Basement or attic over 300 square feet	\$ 250
Kitchen Alteration	\$ 100
Bathroom Addition	\$ 100
Garage Conversion	\$ 150
Roof Repairs/Replacements	\$ 50
Window & Door Replacement (Requires structural work)	\$ 50
All Other Renovations	\$ 50

RESIDENTIAL PERMIT FEES

DECKS, PORCHES & SUNROOMS

Awnings (permanent, non-retractable)	\$ 50
Decks	\$ 100
Pergolas	\$ 150
Porches or Porticos over 100 square feet	\$ 150
Porticos or porches less than 100 square feet	\$ 100
Sunrooms (manufactured)	\$ 150
Handicap Ramps	\$ 50

ACCESSORY STRUCTURES

(Garage, Pole Barn, Greenhouse, Carport, Accessory Building, Sheds
Including movable and membrane structures if to stay more than six months)

*NOTE: Small movable structures less than 100 square feet do not require a Building Permit

101-250 square feet	\$ 100
251-500 square feet	\$ 150
501-750 square feet	\$ 200
751-1000 square feet	\$ 250
If proposed work is greater than 1,000 square feet, fee is \$50 for every 250 square foot thereafter	

RESIDENTIAL PERMIT FEES

MECHANICAL PERMITS

Fireplace Insert	\$ 50
Fireplaces(Metal Bestus)	\$ 100
Masonry FP	\$ 200
Pellet Stove	\$ 50
Wood Stove	\$ 75
Outdoor Wood Stove	Not Permitted
Boiler/Furnace	\$ 75
HVAC	\$ 125
Plumbing	\$ 50
Electrical Upgrades	\$ 50
Outdoor Stationary Generator	\$ 150
Solar Panels	\$ 150
Elevator	\$ 150
Chairlift	\$ 50
Installation of Oil Tank	\$ 50
Radon System	\$ 50
Geothermal Heat Systems	\$ 150

NOTE: Mechanical permits not listed will be evaluated based upon number of inspections required but not less than \$ 50.

POOLS & SPAS

Spas/Hot Tubs	
(Plug-in -no permit required)	\$ 50
Above Ground Pool	\$ 75
In-Ground Pool	\$ 125
Enclosures (fence) for existing pools	\$ 25

MISCELLANEOUS WORK requiring permits

Tennis Courts	\$ 150
Retaining Walls (over 4 feet in height)	\$ 75
Blasting Permit (per site and valid for one year)	\$ 125
Grading Permits	
Minor- low impact with no contour changes	\$ 100
Major - Site re-grading	\$ 250
Tank Removal	\$ 100
Tank Abandonment	\$ 75

DEMOLITION

Demolition Permit- residential	\$ 50
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COMMERCIAL & NON RES PERMIT FEES

APPLICATION REVIEW FEES

Application Review fee (non-refundable)	\$ 100
Renewal of Building Permit (6 month extension)	\$ 75
Expired Building Permit (After 6 month extension)	resubmit new permit
Municipal records search	\$ 150 + \$ 25 per tenant
Fee includes cost of Fire Inspection	
Commercial Fire Inspections (Civic Buildings Exempt)	\$ 50 /per business
Multi-Family Residence (3 or more)	\$ 200
Conversion to a Multi Family	\$ 150

NOTE: \$ 75 Building Permit Review Fee is non-refundable in the event a permit is not issued or application is withdrawn.

NEW COMMERCIAL BUILDING AND OR STRUCTURE

New Construction Building Permit Fee is based on estimated cost of construction, \$ 100 plus \$6 per \$1,000 cost of construction.

COMMERICAL BUILDING FEES OTHER THAN THE CONSTRUCTION OF NEW COMMERCIAL BUILDING

ADDITIONS TO COMMERCIAL BUILDING

First 500 square feet	\$ 400
501-600 square feet	\$ 425
601-700 square feet	\$ 450
701-800 square feet	\$ 425
801-900 square feet	\$ 500
901-1000 square feet	\$ 525

If proposed work is greater than 1,000 square feet addition, the fee will increase \$ 25 for each additional 100 square feet of new construction

COMMERCIAL INTERIOR FIT-UP

Up to 500 sq. ft	\$ 50
501-1000 sq. ft	\$ 100
1001-1500 sq. ft	\$ 150
1501- 2000 sq. ft	\$ 200
2001 -5000 sq. ft	\$ 250

COMMERCIAL & NON RES PERMIT FEES

MULTIPLE RESIDENTIAL CONVERSIONS

First Dwelling unit	\$ 200
Each Additional Dwelling Unit	\$ 100

MISCELLANEOUS COMMERCIAL WORK requiring permits

Retaining Walls (over 4 feet in height)	\$ 50
Blasting Permit (per shot and valid for one year)	\$ 75
Grading Permit	
Minor- low impact with no contour changes	\$ 50
Major - Site re-grading	\$ 125

DEMOLITION

Demolition Permit- commercial	\$ 100 + \$ 3 per \$ 1000
Tank Removal (tanks under 1,100 gallons)	\$ 150
Tank Abandonment (tanks under 1,100 gallons)	\$ 200
Tank Removal (tanks 1,100 gallons and over)	\$ 150 + \$ 100 per 1,000 gal
Tank Removal for additional tanks over 1,100 gallons	\$ 250

CELL TOWERS

Application Review for Building Permit (other than new building)	\$ 250 (Non-refundable)
Towers to 100 ft high	\$ 2000
Towers over 100 ft high	\$ 2500
Antennas (per antenna)	\$ 500
Co-Locators on Existing Towers (May require Planning Board approval)	\$ 1500
Upgrade for existing co-locator	\$ 750

ZONING FEES

Variance Application Fee	\$ 200 plus mailings
Appeal Application Fee	\$ 250 plus mailings
Special Permit Application Fee	\$ 300 plus mailings

Escrow fees may be established for variances and special permits based on professional services rendered including, but not limited to; Village Attorney and Village Engineering fees

SIGN PERMITS

Free Standing	\$ 50
Monument	\$ 50
Façade	\$ 25
Hanging	\$ 20
Off-Premise Directional	\$ 10
Directional Sign	\$ 10
Temporary Sign	\$ 10
Window Sign	\$ 25

PLANNING FEES

Subdivision	\$ 300 per lot
Site Development Plan	\$ 250

Escrow fees may be established for variances and special permits based on professional services rendered including, but not limited to; Village Attorney and Village Engineering fees



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

555 Hudson Valley Avenue, Suite 101
New Windsor, NY 12553
T: 845.564.4495
F: 845.567.1025
www.maserconsulting.com

May 8, 2017

VIA EMAIL

Mayor Rod Brown
P. O. Box 349
35 Merritt Avenue
Millbrook, N.Y. 12545

Re: Millbrook Dam
DEC Dam ID#: 229-4127
Village of Millbrook, Dutchess County, NY
MC Proposal No. 17001063P

Dear Mayor Brown:

Maser Consulting P.A. is pleased to submit this proposal to provide professional services for the Millbrook Dam, Village of Millbrook, Dutchess County, NY. The dam is located on the East Branch of the Wappinger Creek, just north of the bridge on Stanford Road. The dam consists of a masonry dam spillway structure. No pond drain was observed or is known to exist.

We have reviewed the correspondence provided by the NYSDEC and the Village, namely the Emergency Action Plan and April 2016 – April 1972 NYSDEC Dam Inspections. We note that no plans of the construction of the dam were provided for our review.

Per our discussions, visit to the dam and review of the materials provided by yourself and the NYSDEC Dam Safety Section, we propose to perform a dam breach analysis towards addressing the NYSDEC requirements for a Class B dam, and **to determine if the hazard class of this dam may be reduced to Class A.**

Owners of Class B - Intermediate Hazard dams are required to:

- Submit an Annual Certification to DEC by January 31, 2010, and annually thereafter;
- Develop and submit to DEC an Emergency Action Plan (EAP) by August 19, 2011. Submit annual updates to DEC thereafter;
- Develop and implement an Inspection and Maintenance Plan by August 19, 2010;
- Have an Engineering Assessment (EA) conducted by a Professional Engineer and submit the Report to DEC every 10 years. The first EA for a Class B dam is due by August 19, 2015;
- Have a Safety Inspection conducted by a Professional Engineer on a regular schedule as defined in the Inspection and Maintenance Plan.



As you are aware, Engineering Assessments were due on August 19, 2015 for Hazard Class B dams. The following is a summary of hazard classification and the means towards determining the Dam's Hazard Class.

Per the NYSDEC Department of Water's Technical Operation and Guidance Series (TOGS) 3.1.5 – Guidance for Dam Hazard Classification, the hazard class of a dam is an indication of the estimated consequences if the dam were to fail. It is not an indication of the condition of the dam. A dam is typically assigned a hazard classification based on the potential impact that a dam failure may have on downstream areas. Residences, hospitals, camps, hotels, etc. warrant particular consideration when assessing dam failure consequences, since people may be asleep and unable to react quickly to a failure. Conversely, an equivalent level of damage to a commercial or industrial facility is generally considered less significant because workers are assumed to be awake, aware, and more likely to be able to evacuate. The dam owner/design engineer must review current and anticipated downstream land use, including approved development, and confirm that the assigned hazard class is appropriate, or propose a revised hazard class to the Department.

A dam owner may contest the Department's assignment of or change to a hazard classification by submitting a written request, with supporting information, to the Department's Dam Safety Section. The request must include a written description which is a narrative comparing current and anticipated conditions related to the dam under consideration, to the letter designations described above. The written description must include a discussion of the consequences of dam failure on human life, residences, buildings, roads and highways, utilities and the environment, and a justification for the proposed hazard class.

Hazard class verification must include a dam break assessment which characterizes the potential downstream flooding specific to the subject dam. A dam break assessment conducted by a licensed professional engineer will typically be required by the Dam Safety Section.

While it may be possible to demonstrate that a lower hazard class is appropriate for current conditions, it should be kept in mind that, due to evolving downstream development, the hazard classification may change again over time as the result of events outside of the control of the dam owner.

Therefore, we propose a review of the dam and downstream hazards. A survey of the dam is suggested in the absence of any plans of the dam. We propose to review available correspondence, inspection reports and mapping. Here's how we have approached the DEC on similar projects:

- 1) If the dam is a Class B or C, then an Engineering Assessment would be required.
- 2) If the dam is Class A, then an Engineering Assessment is not required. **It would be in the dam owner's best interests to have a dam breach analysis performed to determine the hazard class.** Subsequent to the hazard class determination, we would suggest a dam safety inspection be performed to quantify those areas in need of repair/restoration.



Millbrook Dam
Millbrook, Dutchess County, NY
MC Proposal No. 17001063P
May 8, 2017
Page 3

It should be noted that regardless of the status of the dam, permits may be required from the DEC prior to performing any work on the dam. We have reviewed the dam records provided. Based upon our experience with projects of similar complexity and magnitude, we respectfully submit this proposal.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

SECTION I – SCOPE OF SERVICES

PHASE 1.0 DAM HAZARD CLASSIFICATION

Maser Consulting shall perform a sunny and rainy day dam break analysis on the dam. The dam break analysis requires a hydrologic study of the approximately 13 square mile watershed to determine peak flows from 150% of the 100 year storm peak flow for the dam's current classification, Hazard Class B.

This Phase includes the preparation of a watershed map, soils data, land use information and the preparation of a hydrologic and hydraulic model for the preparation of inundation mapping utilizing the best available topographic mapping (Dutchess County GIS 5 foot contour data) to determine those structures downstream of the dam which would be impacted by flooding due to a dam breach. We propose to prepare a dam breach and inundation mapping based on a HEC-HMS analysis.

Phase 1.0 Lump Sum Fee

\$ 7,500.00

PHASE 2.0 SURVEYING SERVICES

Topographic Survey:

Maser Consulting shall perform a Topographic Survey of the above referenced site in accordance with the guidelines of the New York State Education Department and the State Board of Engineers and Land Surveyors. We will provide a signed plan of the same.



We will prepare a topographical survey map that is a graphic pictorial representation of the above ground features on the following subject area:

The area to be surveyed will include the dam, associated retaining walls, spillway, and visible features at ground level. Horizontal Datum New York State Plane Coordinates, East Zone; NAVD88.

Phase 2.0 Lump Sum Fee **\$ 4,700.00**

PHASE 3.0 MEETINGS

Client requested attendance at agency and project coordination meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the meeting is held. Time spent preparing for meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is completed.

Phase 3.0 Fee **Hourly**

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site;
- Fees for copying and providing files from the DEC. When available, the DEC provides copies of their scanned digital files at no cost to the owner;
- Land surveying, ecological, cultural, geotechnical or structural investigations;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished.
- It will be assumed that the survey will be performed at a time that water will not be flowing over the spillway.
- Does not include boundary survey.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

Theodore J. Eglit, Jr., CPA

Certified Public Accountant • Business Consultant

To the Mayor and Board of Trustees
Village of Millbrook, New York

In planning and performing my audit of the financial statements of Village of Millbrook, New York for the year ended May 31, 2016, I considered the Village's internal control structure to plan my auditing procedures for the purpose of expressing my opinion on the financial statements and not to provide assurance on the internal control structure.

However, during my audit, I noted certain matters involving the internal control structure and other operational matters that are presented for your consideration. This letter does not affect my report dated May 5, 2017 on the financial statements of Village of Millbrook, New York I will review the status of these comments during my next audit engagement. My comments and recommendations, all of which have been discussed with appropriate members of management, are intended to improve the internal control structure or result in other operating efficiencies. I will be pleased to discuss these comments in further detail at your convenience, to perform additional study of these matters, or to assist you in implementing the recommendations. My comments are summarized as follows:

Bank Reconciliations

During my audit, I examined cash accounts that the Village has to determine that they existed, were properly valued at year-end and were reconciled in a timely manner. It came to my attention that bank reconciliations were not prepared for a majority of months for the fiscal year under audit. Reconciliations that were prepared contained incomplete or erroneous information. This was attributed to the prior Treasurer leaving the position and the former Mayor not preparing which left tasks such as reconciliations of cash accounts unattended. It also allowed transactions to be incomplete in recording or unknown transactions being recorded on the books which had to be investigated. Investigations yielded no fraudulent transactions. Cash accounts should be reconciled in a timely manner (normally a week or two weeks after receiving the bank statements) and reviewed by the appropriate individual to ensure that the cash accounts are properly valued/balanced and that there are no unreconciled differences. As part of the review process, the general ledger should be reviewed to ensure all transactions for a period have been recorded. It has been noted that the new Mayor has made a commitment to ensure that all reconciliations are prepared by the proper individual and that all transactions are recorded correctly.

Debt

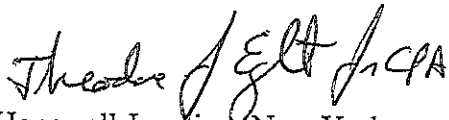
As part of my audit, I examined debt instruments and requested copies of any and all debt agreements so that I can ensure that all debt was recorded on the books, was held in the name of the Village and was properly authorized. During my review, it was noted that one BAN obtained for the purchase of a vehicle was not recorded on the books. It is recommended that management review the general ledger and all debt agreements on an on-going basis to ensure that all debt agreements are properly recorded on the books.

Fixed Assets

As part of my audit, I requested a fixed asset inventory for the Village. I was presented with information on the fixed assets held by the various departments. However, this information was not recorded on the books and in some cases, only the current market value was known. A proper fixed asset inventory should contain historical costs, date of acquisition, location of the asset, and the useful life of the asset. In addition, the valuation of the inventory should be maintained on the books of account. It is recommended that the Village incorporate its fixed asset inventory into the books of account to create a more complete set of books.

This report is intended solely for the information and use of the Mayor, Board of Trustees, and others within the Village.

I'd also like to take this opportunity to thank the Village Mayor and Village staff for being very cooperative during the audit which allowed things to progress smoothly. I look forward to a continued pleasurable relationship with the Village of Millbrook.

A handwritten signature in black ink, appearing to read "Theodore J. Elt, CPA". The signature is fluid and cursive, with the letters "J" and "E" being particularly prominent.

Hopewell Junction, New York
May 5, 2017

Millbrook Fire Department**May 2017**

Automatic Fire Alarm	14
Motor Vehicle Accident	4
EMS Call	56
Wires Down	4
Rubbish fire	1
Good intent call	2
<u>Carbon Monoxide Detector</u>	<u>3</u>
Total Incidents	84

EMS Responses

NDP (daytime)	43
MFD Rescue	20
Mutual Aid Rec'd	5

V.M.P.D. Monthly Report May 2017

44 total incidents (including, but not limited to):

Traffic Tickets- 5

Parking Tickets- 1

Burglar Alarms- 3

Forgery-1

Civil- 1

Trespass-1

Property Damage Auto Accident- 1

Suspicious Circumstances- 2

Assist Other Agencies- 6

Assist Fire Department- 3

Assist EMS- Village- 3

Town of Washington- 3

Assist Citizens- 4

Found Property- 1

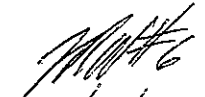
Animal Complaint- 1

Neighbor Dispute- 2

Larceny- 1

Blocked Roadway- 3

Other- 2


06/13/2017

Village of Millbrook
Wastewater Treatment Plant Operations Report
June 2017

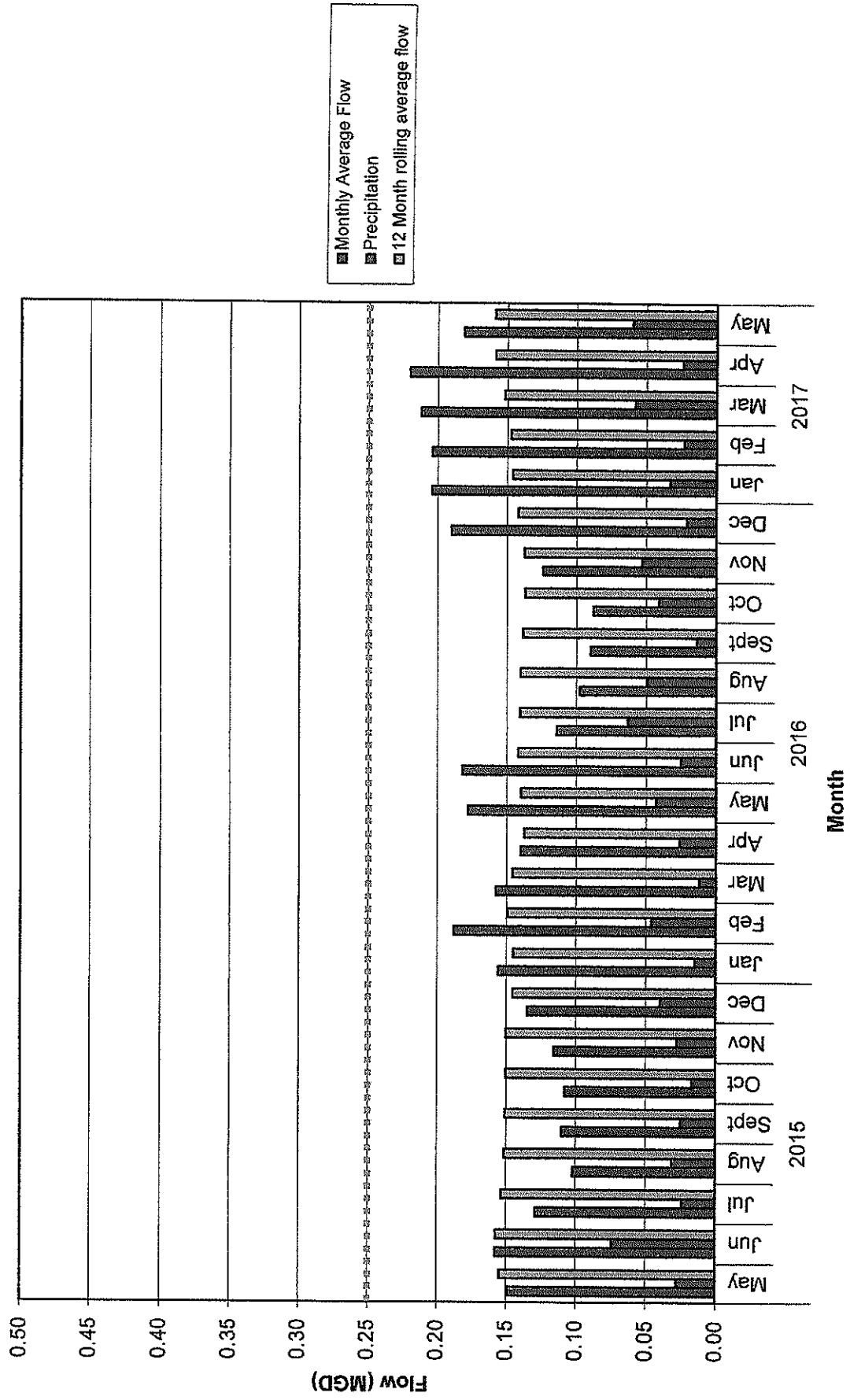
	May	April	March	Permit Limit
Total Effluent Flow	5,612,877	6,835,922	6,583,006	N/A
Average Daily Flow	181,000	220,500	212,355	N/A
12-Month Rolling AVG	159,000	159,000	152,000	250,000
Peak Daily Flow	305,990	411,165	425,235	N/A
Precipitation (inches as liquid)	6.00	2.4	5.8	N/A
SPDES Permit Samples: (mg/l)				
BOD	4 mg/l	4 mg/l	4 mg/l	15 mg/l
Percent Removal	99.0 %	97 %	99 %	85 %
Total Suspended Solids	1 mg/l	1 mg/l	1 mg/l	15 mg/l
Percent Removal	99.0 %	99 %	100 %	85 %
TKN as N	1.5 mg/l	1.2 mg/l	0.3 mg/l	8 mg/l
Fecal Coliform	2 / 100ml	N/A	N/A	200 /100ml

* Exceeds permit limit

Comments:

- 1) Performed all monthly sampling and maintenance
- 2) Cleaned filter beds
- 3) Installed new valves in filter dosing chamber
- 4) Quotes for new fence

Millbrook WWTP



185 HILLSIDE LAKE RD
WAPPINGERS FALLS, NY 12590

6/9/2017	172
Date	Estimate #

Estimate

Name / Address	village of millbrook wastewater. 39 North ave millbrook NY 12545
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Project	

Description	Qty	Rate	Total
344 Feet of 6 Foot Black vinyl system with top locking pvc slats. 4" Gate post 3" End and corners 2-1/2 Line post. 1-5/8 Top rail and corner bracing. 7 Ga spring coil wire. All pipe SS 40. relocate 4' +20 foot drive gate. 8 Foot of 4' high galv chain link. With 4" gate post and 2-1/2 end post. remove & dispose of old fence.		26,598.00	26,598.00
			Total \$26,598.00

Dear Scott,

It was a pleasure meeting with you, and we thank you for considering Adams Fences for your project. Here is the quote you requested for the repair & replacement of 6' high fence, to include:

Repair 6' high chain-link fence

- Remove & dispose of existing stockade fence
- Replace (1) 10' length of 1 5/8" SS40 brace rail
- Replace (1) 21' length of 1 5/8" SS40 top-rail

New chain-link fence

- 344' of fence
- 2"x9ga. GAW. KK fabric
- SS40 galvanized steel framework
- 1 5/8" top-rail & horizontal brace rails at terminals to first line post
- 2.5" line posts in 9"x36" concrete footings max 10' on-center
- 3" terminal posts in 12"x36" concrete footings
- 7ga. spring-coil bottom tension wire
- 9ga. steel fence ties & hog-rings

~~Job Complete: \$12,360.00~~

Job Complete, with standard color PVT privacy slats: \$14,995.00

New Stockade fence

- 344' of new fence
- 97' of fence attached to existing chain-link fence
- 6"x8" #1 grade 3/4" spruce stockade panels with (3) 2"x3" back-rails per section
- 4"x4" pressure treated posts back-filled and tamped approximately 8' on-center

~~Job complete: \$14,515.00~~

Relocate 4' high x 20' wide chain-link double drive gate

- 8' of 4' high galvanized chain-link fence
- 2"x9ga. GAW KK fabric
- SS40 galvanized steel framework
- 2.5" end posts & 4" gate posts in 12"x42" concrete footings
- 1 5/8" top & bottom rail
- 9ga. steel fence ties
- Malleable 90 degree box hinges & fulcrum latch

Job Complete: \$1,795.00

Exclusions:

- Our price is guaranteed for 10 days from the date of this quote. Price is also contingent upon a site inspection & field measurements.

All of your pricing is based on non-union & Dutchess County prevailing wage rates.

- Our quote does not include frost & rock-drilling or frost & rock excavation.
- If required, cost of private utility mark-out will be passed along to property owner.
- Site preparation, to include clearing of all obstructions from fence line, is the responsibility of property-owner.

If you have any questions, please feel free to give me a call @ (845)235-7363.

Thank you,

Joshua M. Leherer
Project Estimator

743 Dutchess Turnpike
Poughkeepsie NY 12603
Phone: 845-454-0363
Fax: 845-454-0049

Email: jleherer@adamsfences.com
Website: www.adamsfences.com

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Village of Millbrook
Monthly Water System Report
June 2017

	May	April	March
Total Water Produced	5,815,000	5,415,000	5,370,000
Average Daily Flow	188,000	181,000	173,000
Peak Day Flow	305,000	210,000	185,000
Sampling Results:			
Total Coliform	Absent	Absent	Absent

* Results not in compliance

Comments:

- 1) Monthly sampling and maintenance
- 2) Continuing installing new water meters
- 3) Hydrant Flushing this month - end of this month - every single one

Millbrook Water

