Village of Millbrook Board of Trustees
Wednesday, 10/20/2021 - 6 PM
Millbrook Firehouse, 20 Front Street, Millbrook NY,12545

1. **Roll Call:** Mayor Collopy, Deputy Mayor Herzog, Trustee Anson, Trustee Contino, Trustee Arbogast,Robert Collocola Public Works Supervisor (PWS), Ted Bownas (Fire Department Chief), Matt Rochfort (FD President) Officer Witt (OIC), Scott Osborn (VRI), Attorney MacDonald, and Clerk Witt
2. **Open meeting – 6:00 PM with Pledge of Allegiance.**
3. **Administrative Business:**

Agenda items discussed: Response to election ballot mix-up (Mayor Collopy), Meeting recording (Clerk Witt), and asset management status.

a. Mayor Collopy said the upcoming Village election has vote one listed on the ballot. Due to an additional trustee vacancy, there are two unexpired (one year) seats up. There are two candidates listed on the ballot, Mayor Collopy will appoint the person that is runner up to the Board. If there is a write-in candidate Mayor Collopy will appoint the person with the second most votes to the Board.

Minutes Approval: *Motion* made by Deputy Mayor Herzog to accept the 9/14/2021 minutes, seconded by Trustee Contino and all were in favor.

Voucher Approval: *Motion* made by Deputy Mayor Herzog to accept the fund totals for Vouchers aspresented, seconded by Trustee Arbogast and all were in favor (attached).

Department Reports:

DC Legislature update – Legislator Houston- Offered to help the Village with the Community Development Block Grant (CDBG) application.

Fire Department: Chief Bownas read the attached monthly report. – Millbrook Business Association (MBA) will be discussing whether they will take on the Parade of Lights. Announcement to follow.

Police Department: OIC Sgt. Witt read the attached monthly report. – *Motion* made by Mayor Collopy to purchase the Speed Signs and accept the proposal from ElanCity ($5800), seconded by Trustee Contino and all were in favor.

Public Works: PWS Collocola read the attached Public Works report.

Water and Sewer: Scott Osborn of VRI read from the attached monthly report.

Treasurer/ Building Dept: Clerk Witt read from the attached monthly report.

4. **Old Business Updates:**

Agenda items discussed: Code update status – Trustees, Tennis court bid (Trustee Anson), Tree commission update (Deputy Mayor Herzog), Holiday decorations (Trustee Contino).

a. Tennis Court Bid: *Motion* made by Trustee Anson to accept the bid from Oval Tennis (attached), seconded by Trustee Contino and all were in favor. The tennis court resurfacing project will be paid from the Tennis Court donations account. A 30% down payment is required. The Board thanked everyone who donated towards this project.

5. **New Business:**

Agenda items discussed: CDBG requests for sidewalks – Deputy Mayor Herzog- Letter of Intent and Public Hearing notice to follow. Funding for Retaining Wall Project, Public Hearing on Resolution 2021-22- Marijuana Opt-Out, Sign at Thorne Building- will be reviewed by Building Inspector, and Air B-n-B Village occupancy tax- will be an ongoing topic.

a. Funding Retaining Wall- *Motion* made by Mayor Collopy to allow Delaware to go out to bid for the retaining wall repair to find out how much the project will cost, seconded by Trustee Contino and all were in favor.
b. Marijuana opt-out proposal Public Hearing
   Mayor Collopy read Resolution 2021-22 Local Law (LL) # 6 of 2021 (attached).
   Motion to open Public Hearing on LL#6 of 2021 made by Mayor Collopy seconded by Trustee Arbogast and all were in favor. Public comments: none.
   Motion to close Public Hearing on LL#6 of 2021 made by Mayor Collopy seconded by Deputy Mayor Herzog and all were in favor. Clerk to public publish referendum notice in Poughkeepsie Journal. If no objections after 30 days, Clerk to file LL#6 with State.

6. **Public Comments:** Kevin McGrane asked what would happen if the Village were sued by a write-in candidate.
7. **Board Member Updates Attached: Mayor Collopy, Deputy Mayor Herzog, Trustees Contino, Arbogast, and Anson.**
8. **Adjournment** Motion to adjourn at 8: 14 PM made by Trustee Arbogast seconded by Trustee Anson and all were in favor. *Respectfully submitted by Village Clerk, Sarah J. Witt* Sarah J Witt

APPROVED 11-10-2021

This chart contains meeting notes and motions made.

Board of Trustees Meeting
October 20, 2021 @ 6:00 pm

PLEASE SILENCE
YOUR CELL PHONE

Recorded Actions Taken During Meeting:

Minutes Approval: *Motion* made by Deputy Mayor Herzog to accept the minutes of 9.14.21, seconded by Trustee Contino and all were in favor.

Voucher Approval: *Motion* made by Deputy Mayor Herzog to accept the fund totals for Vouchers as presented, seconded by Trustee Arbogast and all were in favor (attached).

Speed Sign Approval: *Motion* made by Mayor Collopy to purchase the Speed Signs and accept the proposal from ElanCity ($5800), seconded by Trustee Contino and all were in favor. (attached)

Tennis Court Bid: *Motion* made by Trustee Anson to accept the bid from Oval Tennis (attached), seconded by Trustee Contino and all were in favor. The tennis court resurfacing project will be paid from the Tennis Court donations account. 30% down payment is required. The Board thanked everyone who donated towards this project.

Funding Retaining Wall: *Motion* made by Mayor Collopy to allow Delaware to go out to bid for the retaining wall repair to find out how much the project will cost, seconded by Trustee Contino and all were in favor.

Marijuana opt-out proposal Public Hearing

Mayor Collopy read Resolution 2021-22 Local Law (LL) # 6 of 2021 (attached).

Motion to open Public Hearing on LL#6 of 2021 made by Mayor Collopy seconded by Trustee Arbogast and all were in favor. Public comments: none.

Motion to close Public Hearing on LL#6 of 2021 made by Mayor Collopy seconded by Deputy Mayor Herzog and all were in favor. Clerk to public publish referendum notice in Poughkeepsie Journal. If no objections after 10 days, Clerk to file LL#6 with State.

Adjournment: *Motion* to adjourn at 8: 14 PM made by Trustee Arbogast seconded by Trustee Anson and all were in favor.

1. **Open Meeting:** Pledge of Allegiance, moment of silence & roll call of trustees
2. **Administrative Business:**
   a. Response to election ballot mix-up – Mayor Collopy
   b. Meeting videotaping update – Clerk Witt
   c. Minutes approval
   d. Voucher approval
   e. Asset management status
3. **Department Reports:**
   a. DC Legislature update – Legislator Houston
   b. Fire & Rescue – Chief Bownas, President Rochfort
      i. Parade of Lights?
   c. Police – OIC Witt
   d. Highway – Hwy Super Collocola
   e. Water & Sewer – S. Osborne
   f. Treasurer & Building Dept – Clerk Witt
4. **Old Business Updates:**
   a. Code update status – Trustees
   b. Tennis court bid – Trustee Anson
   c. Tree commission update – Deputy Mayor Herzog
   d. Holiday decorations – Trustee Contino
5. **New Business**
   a. CDBG request for sidewalks – Deputy Mayor Herzog
   b. Funding Retaining Wall
   c. Public Hearing - Resolution 2021-22: Marijuana opt-out proposal
   d. Requested sign at Thorne Building
   e. Air BnB village occupancy tax?
6. **Public Comments**
7. **Board Member Updates:**
   a. Deputy Mayor Herzog
   b. Trustee Contino
   c. Trustee Arbogast
   d. Trustee Anson
   e. Mayor Collopy
8. **Next board meeting: Wednesday, 11/10/2021 - 6PM**
9. **Adjournment**
10. **Auditing of Bills**



Voucher Totals
October 20, 2021

Voucher #'s 21332-21443	
General Fund	$ 41,323.24
Bedrock	$ 4,645.30
Water Fund	$ 33,608.46
Sewer Fund	$ 67,289.11
TOTALS:	**$ 146,866.11**

Millbrook Fire Department
September 2021

96 Incidents Reported

Millbrook Fire Dept	
Automatic Fire Alarm	19
EMS Call	60
Motor Vehicle Accident	3
Technical Rescue	1
Brush Fire	1
Structure Fire	1
Good Intent	1
HazMat	1
Flooding Condition	9
TOTALS:	**96**

EMS Responses	
NDP (49-79)	57
MFD Rescue	3
Member Responses	n/a

Mutual Aid Given	
Fire	3
EMS	12

Mutual Aid Received	
Fire	2
EMS	6

Meeting Comments:
Parade of Lights- TBD- MBA may coordinate this year's Parade of Lights. Announcement to follow.

V.M.P.D Monthly Report September 2021

147 Incidents Reported

(including, but not limited to)

Incident #'s 16112-16259

TRAFFIC		ASSIST OTHER AGENCIES		POLICE ACTIVITY		PUBLIC SERVICE		COMMUNITY POLICING	
Traffic Tickets	10	NY State Police	1	Arrest	3	Suspicious Activity	6	House Check	14
Parking Tickets	7	Dutchess Sheriff	2	Assault	1	Mental Health	2	Property Check	1
Property Damage Acc	1			Obstruct Breathing	1	Burglar Alarms	4	School Checks	9
Hit & Run Accident	2	Fire Department	8	Endanger Child	1	Hazard	1	Foot Patrols	8
Injury Accident	1	EMS	18	Larceny	2	Missing Child	1	Assist Citizen	5
Road Hazards	1			Disorderly Conduct	4	Lost/Found Property	1	Preschool Presentation	1
Disabled Vehicle	1	Town of Washington Court	2	Trespass	1	Animal Complaint	5		
		Millbrook Central School	4	Criminal Mischief	1	Records Request	5		
Vehicle &Traffic Complaint	8			Harassment	3	Welfare Check	3		
Parking Complaint	4			Driving While Intoxicated	1	Lockout	1		
				Warrant Issued	1	911 Misdial	1		
				Order Protection Iss.	3				
				Intoxicated Juvenile	1	Other	1		
				Death	1				
				Weapons Surrender	1				

Motion **Made by Mayor Collopy to accept the proposal from Elan City ($5800) for two speed signs, seconded by Trustee Contino and all were in favor.**



Public Works Monthly Report
September 2021

1. Repaired catch basin on Valley Farm Rd
2. Cleaned storm drainage ditch on Bennett commons Rd
3. Assisted loading of auctioned tractor
4. Assisted Millbrook Electric successfully in repairing 4 street lights
5. Limbed several trees at Millbrook sewer plant preventing clogging of facilities
6. Unloaded fire hydrants and manhole risers for sewer plant
7. Paved sewer repair on Reservoir Dr
8. Removed wood from down tree
9. Installed new catch basin grates and riser on Nine Partners Lane
10. Repaired catch basin on Nine Partners Lane
11. Paved all electrical street light repairs
12. Repaired sidewalk with concrete due to opening for access to street light wiring
13. Replaced catch basin top on Washington Ave
14. Serviced plows in house
15. Received new plow for 2011 dump truck
16. NYS painted all crosswalks on Franklin Ave as scheduled based on a 3 year plan
17. Leaf pick up has begun and continues through December 1 . Once again Hitchcock's farm has allowed us to dispose of the leaves on their property
18. Pothole repair is ongoing
19. Had electrical outlet and switch installed at Village Hall for use with heating tape located on building roof to prevent ice damming
20. 30 year old tractor was successfully sold at auction for $7400
21. Mowing and trimming of all village properties continues







Catch Basin Repair: Washington Avenue

Catch Basin Repair: 9 Partners Lane















Street Light Repair: Franklin Avenue

BEFORE







Street Light Repair: Franklin Avenue

AFTER

Monthly Water Report
September 2021

	September	August	July
Total Water Produced	5,385,874	5,674,961	5,026,400
Average Daily Flow	179,500	183,000	162,100
Peak Day Flow	253,932	228,679	213,853

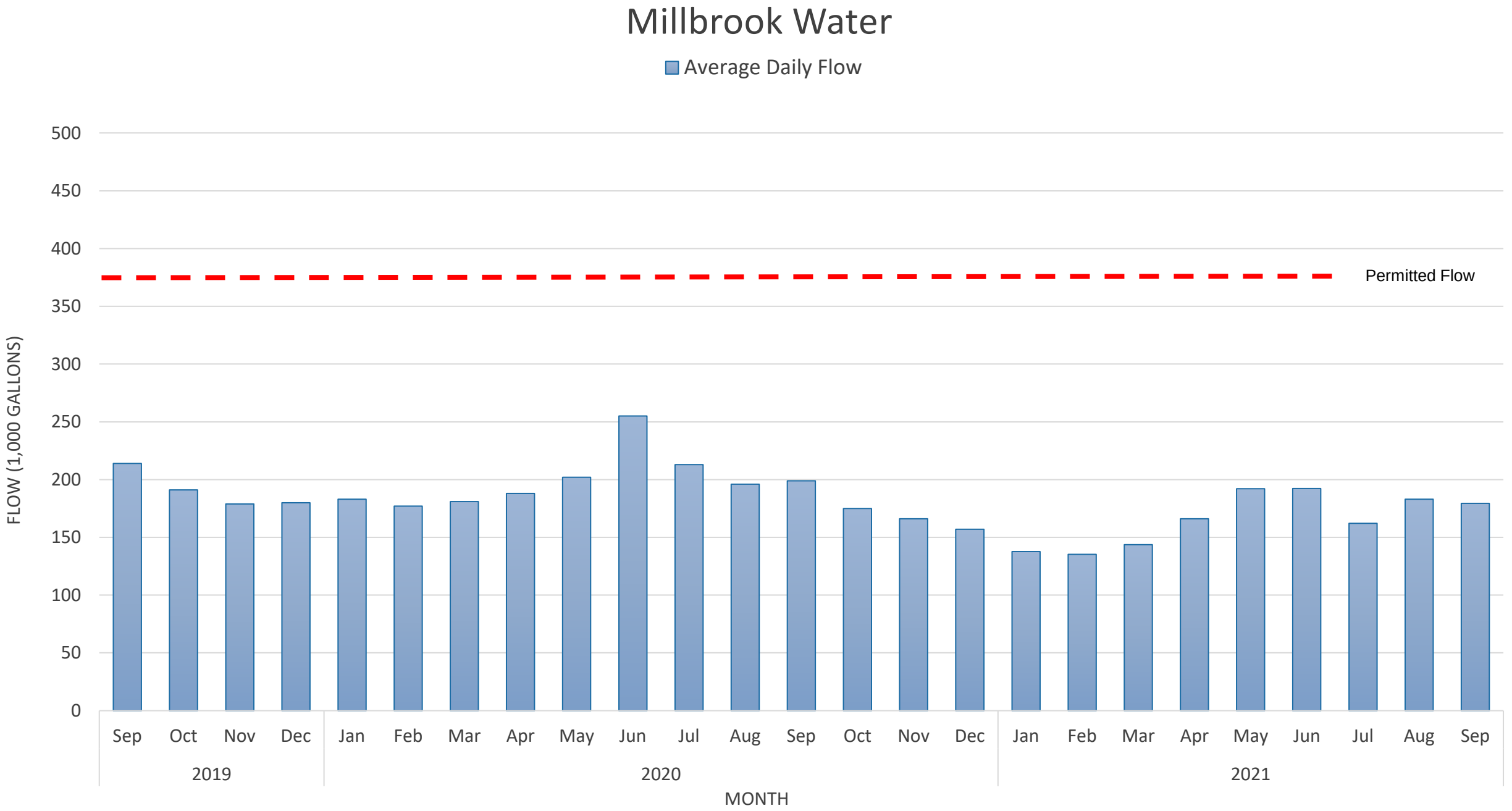
Sampling Results:

	September	August	July
Total Coliform	Absent	Absent	Absent

* Results not in compliance

Comments:

1. Monthly sampling and maintenance
2. Read all water meters
3. Flushing at end of October


Millbrook Water
Average Daily Flow
Permitted Flow
FLOW (1,000 GALLONS)
500
450
400
350
300
250
200
150
100
50
0
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2019
2020
2021
MONTH

Monthly Sewer Report September 2021

	September	August	July	Permit Limit
Total Effluent Flow	5,203,084	3,991,378	4,919,879	N/A
Average Daily Flow	173,400	128,800	158,700	N/A
12-Month Rolling AVG	156,000	152,000	153,000	250,000
Peak Daily Flow	315,553	244,967	277,970	N/A
Precipitation *(inches as liquid)*	9.7	6.4	9.1	N/A

SPDES Permit Samples: (mg/l)

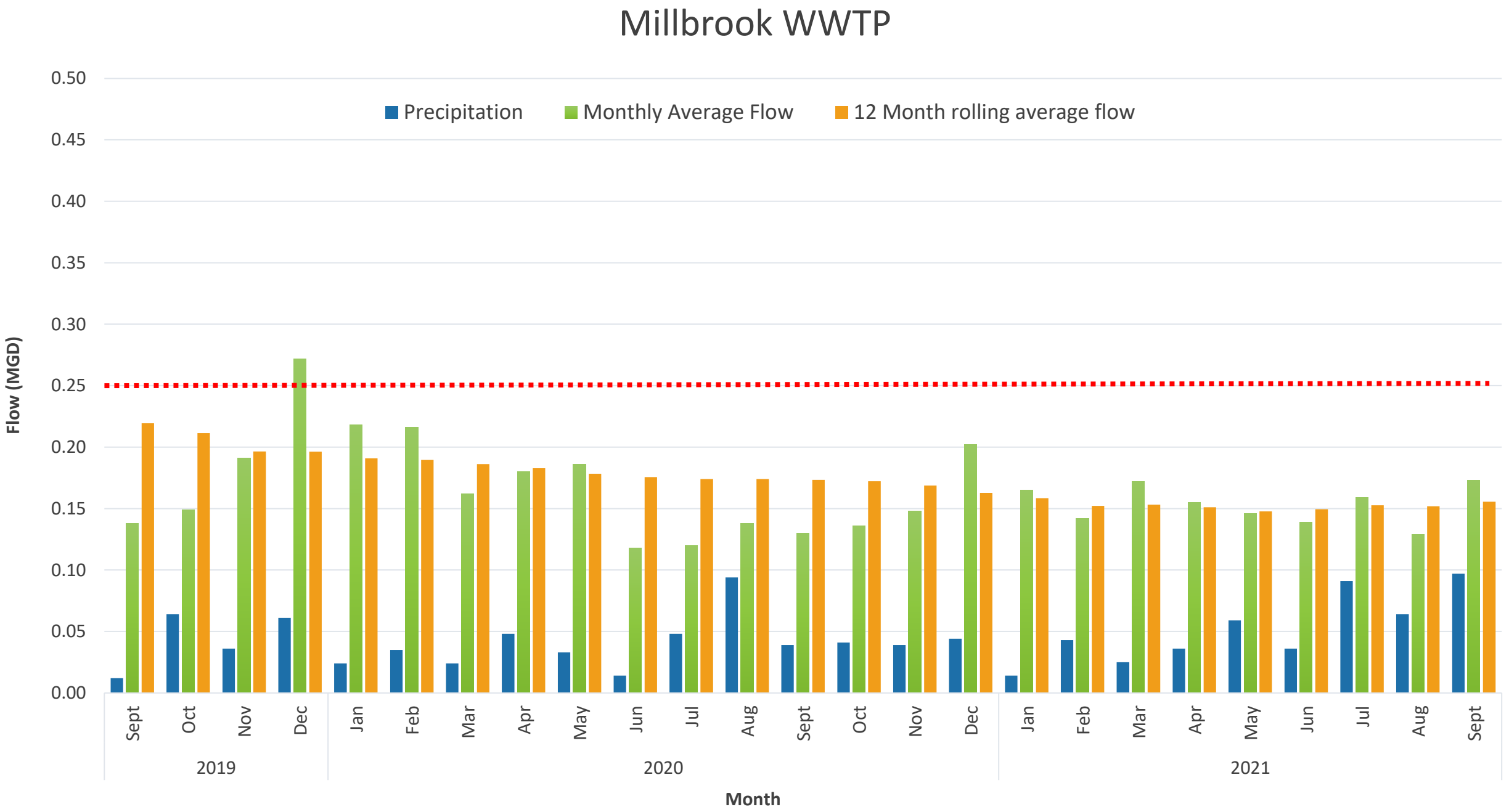
	September	August	July	Permit Limit
BOD	2.4 mg/l	2.4 mg/l	2.4 mg/l	15 mg/l
Percent Removal	98%	99%	98%	85%
Total Suspended Solids	1.3 mg/l	1 mg/l	1 mg/l	15 mg/l
Percent Removal	99%	100%	99%	85%
TKN as N	1 mg/l	1 mg/l	1 mg/l	8 mg/l
Fecal Coliform	N/A	1/100 ml	1/100 ml	200/100 ml

* Exceeds permit limit

Comments:

1. Performed all monthly sampling and maintenance
2. Arold Construction installed new sewer pipe on Harts Village Rd
3. Flushed sewer mains in South Millbrook - 5,255 feet
4. Installed 27 inflow covers in manholes
5. Started video inspection of sewer mains

Meeting Comments: There is ongoing illegal dumping into the sewer system happening. Suggestions included possibly installing cameras in the more remote locations to try and capture who is the offender.


Millbrook WWTP
Precipitation
Monthly Average Flow
12 Month rolling average flow
0.50
0.45
0.40
0.35
0.30
0.25
0.20
0.15
0.10
0.05
0.00
Flow (MGD)
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sept
2019
2020
2021
Month

Treasurer's Report: September 2021

	9/01/2021	DEPOSITS	DISBURSED	INTEREST	09/30/2021
TAX ACCOUNT	$889,822.10	$10,175.68	$78,000.00	$70.08	$822,067.86
GENERAL FUND	$90,284.15	$127,145.04	$140,077.73	$7.39	$77,358.85
WATER FUND	$83,930.70	$7,458.81	$40,313.32	$5.36	$51,081.55
SEWER FUND	$79,598.09	$11,010.09	$21,737.62	$6.35	$68,876.91
ACCOUNTS PAYABLE	$2,979.07	$132,926.49	$118,525.03	$0.00	$17,380.53
BEDROCK WELL ACCOUNT	$44,798.01	$19,163.10	$0.00	$4.52	$63,965.63
ESCROW (PLANNING & ZONING)	$2,500.00	$0.00	$0.00	$0.00	$2,500.00
HNL TRUST	$43,442.10	$0.00	$0.00	$1.78	$43,443.88
MEDICAL DEDUCTIBLE	$27,751.97	$0.00	$4,766.53	$0.00	$22,985.44
MILLBROOK RESTORATION	$68,881.44	$0.00	$0.00	$5.66	$68,887.10
PAYROLL ACCOUNT	$11,822.78	$43,307.99	$43,521.06	$0.00	$11,609.71
POLICE VEHICLE FUND	$14,393.51	$0.00	$0.00	$1.18	$14,394.69
RESERVE FOR FIRE TRUCK	$62,528.04	$0.00	$0.00	$2.57	$62,530.61
RESERVE FOR HIGHWAY EQUIP	$4,527.78	$0.00	$0.00	$0.00	$4,527.78
FIRE/ RESCUE REPAIR RESERVE	$35,075.71	$0.00	$0.00	$2.89	$35,078.60
TENNIS COURTS	$23,611.64	$100.00	$0.00	$1.94	$23,713.58
THORNE TRUST	$25,773.53	$0.00	$0.00	$1.06	$25,774.59
TREE REPLACEMENT PROGRAM	$7,662.37	$0.00	$0.00	$0.10	$7,662.47
TRIBUTE GARDEN DONATIONS	$10,060.17	$0.00	$0.00	$0.83	$10,061.00
TOTAL	**$1,529,443.16**	**$351,287.20**	**$446,941.29**	**$111.71**	**$1,433,900.78**

Treasurer and Clerk Updates:

- **Admin: Monthly Operating Statement emailed to the Board.**
- **Annual Update Document (AUD): Submitted to OSC end of September.**
- **Taxes To-Date Collected:**
  $ 1,064,661.43 98.16%

  Unpaid:
  $ 19,952.55 1.84% -16 left to pay

Reminder: Taxes are due by November 1st. Unpaid list will be sent to DC. I cannot except late payments after November 1st

Please accept invite for NYMIR Online University and take the mandatory courses if you haven't already. Thank you for those who have or those who have sent me their certificates.

Building Department Report September 2021

Description- 002590.01.000.00	Entry Date	Amount	JE Number
Bennett Demo Permits	9/3/2021	5000.00	2018
BP 21-36 24 Washington Ave	9/17/2021	165.00	2033
MS 21-22 3310 Franklin Ave	9/17/2021	125.00	2033
BP 21-35 39 Merritt Ave	9/17/2021	125.00	2033
BP 21-34 33 Nine Partners Ln	9/17/2021	105.00	2033
MS 21-23 22 Front St	9/17/2021	200.00	2033
	TOTAL:	**$5,720.00**	

Building Department

- **Building Permits Issued: 5**
- **Sign Permit: 0**
- **Certificate of Occupancy: 0**
- **Certificate of Compliance: 4**
- **Certificate of Use: 0**
- **Municipal Searches: 2**
- **Planning & ZBA**
- **Planning Board: 10/19- Public Hearing Russell Knolls project**
- **ZBA: Met 9/27 – Project Russell Knolls**



Tennis Court Resurfacing Project

So far, we have raised **$ 28,709.63**
Thank you to all who have donated!

To Donate Visit:
villageofmillbrookny.com/tennis

Old Business Updates

- Code update status – Trustees
- Tennis court bid – Trustee Anson
- Tree commission update – Deputy Mayor Herzog
- Holiday decorations – Trustee Contino

New Business

- CDBG request for sidewalks – Deputy Mayor Herzog
- Funding Retaining Wall
- Public Hearing - Resolution 2021-22: Marijuana opt-out proposal
- Requested sign at Thorne Building
- Air BnB village occupancy tax?

Resolution 2021-022

Local Law No. 6 of the year 2021

Village of Millbrook, County of Dutchess

Enacting Local Law No. 6 of 2021 Opting Out Of Licensing And Establishing Retail Cannabis Dispensaries And On-Site Cannabis Consumption Establishments Within The Village Of Millbrook Pursuant To Cannabis Law § 131

At a meeting of the Village Board of Trustees of the Village of Millbrook ("Village Board"), held at the Village of Millbrook Fire House on the 20th day of October, 2021, at 6:00 p.m., Village Mayor, Tim Collopy called the meeting to order, and _____, seconded by Trustee _____, moved the following resolution, to enact the following local law, to be known as Local Law No. 6 of 2021, entitled "A Local Law Adopted Pursuant To Cannabis Law § 131 Opting Out Of Licensing And Establishing Retail Cannabis Dispensaries And On-Site Cannabis Consumption Establishments Within The Village Of Millbrook" as follows:

WHEREAS, the following Local Law was introduced as Proposed Local Law No. 6 of 2021, by Resolution No. 21 of 2021, adopted at a regular meeting of the Village Board held on September 14, 2021; and

WHEREAS, a properly noticed public hearing was held before the Village Board during the meeting on October 20, 2021, on Local Law No. 6 of 2021; and

WHEREAS, the enactment of this Local Law is a Type II Action pursuant to the New York State Environmental Quality Review Act as it involves routine agency administration and management and therefore is exempt from environmental review; and

Resolution 2021-022

Local Law No. 6 of the year 2021

Village of Millbrook, County of Dutchess

NOW THEREFORE, BE IT ENACTED by the Board of Trustees of the Village of Millbrook as follows:

Section 1. Legislative Intent
It is the intent of this local law to opt the Village of Millbrook out of hosting retail cannabis dispensaries and on-site cannabis consumption establishments within its boundaries.

Section 2. Authority
This local law is adopted pursuant to Cannabis Law § 131, which expressly authorizes cities and villages to opt-out of allowing retail cannabis dispensaries and on-site cannabis consumption establishments to locate and operate within their boundaries.

Section 3. Local Cannabis Retail Dispensary and/or On-Site Consumption Opt-Out
The City Council/Board of Trustees of the Village of Millbrook, County of Dutchess, hereby opts-out of allowing retail cannabis dispensaries and on-site cannabis consumption establishments from locating and operating within the boundaries of the Village of Millbrook.

Section 4. Severability
If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date
This local law shall take effect immediately upon filing with the Secretary of State. Pursuant to Cannabis Law § 131, and Article 9 of the New York Village Law, this local law is subject to a permissive referendum and thus may not be filed with the Secretary of State until thirty (30) days after adoption, unless there shall be filed with the Village Clerk a petition signed and acknowledged by the electors of the Village in number equal to at least twenty percent of such electors in the Village, as shown on the register of electors for the previous general village election, protesting against this resolution and requesting that the matter be submitted to the electors of the Village for their approval or disapproval in the manner provided by the Village Law. Within ten (10) days after the adoption of this resolution, the Village Clerk is hereby authorized and directed to cause to be published at least once in the official newspaper of the Village, and to be posted in at least six (6) public places in the Village, a notice which shall set forth the date of adoption of this resolution and contain an abstract thereof, concisely stating its purpose and effect and specifying that this resolution was adopted subject to a permissive referendum.

Board of Trustee Updates

Mayor Collopy:
-Update attached with minutes

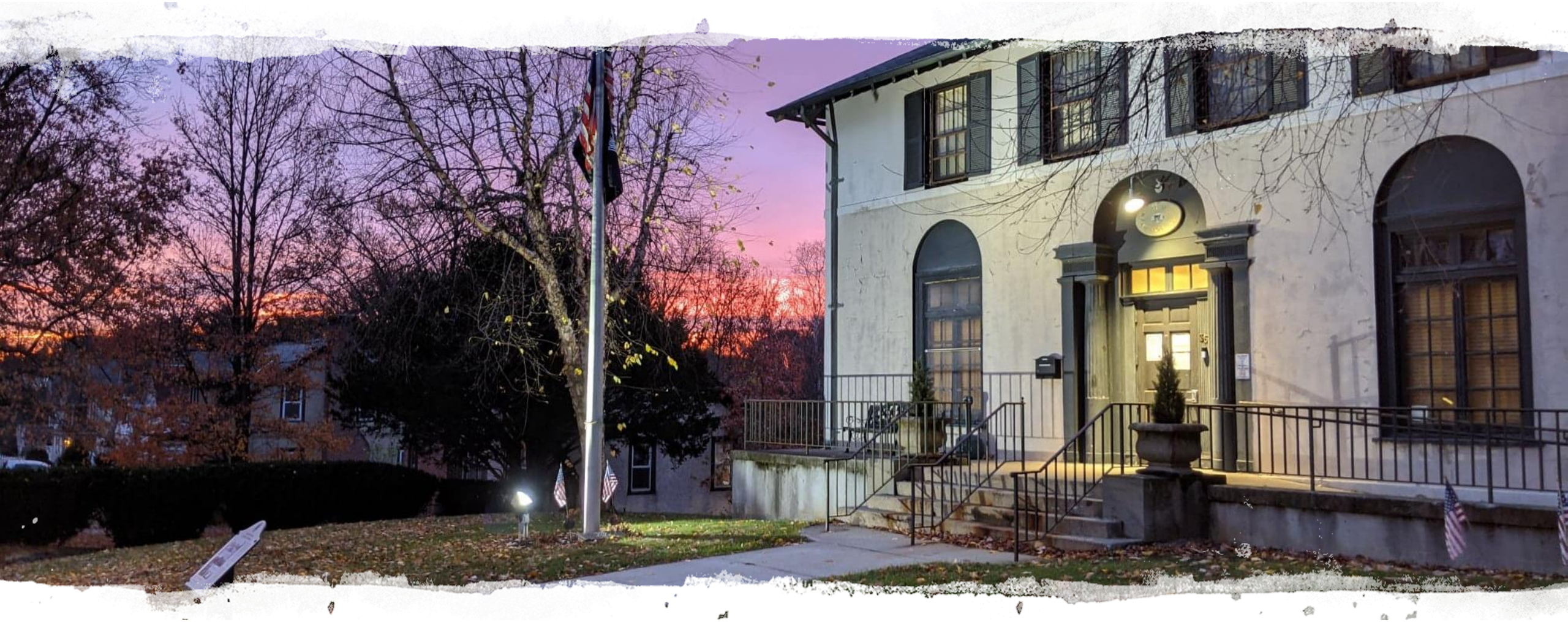
Deputy Mayor Herzog:
-Update attached with minutes

Trustee Contino:
-Update attached with minutes

Trustee Arbogast:
-Ongoing work with TOW Comp Plan

Trustee Leslie Anson:
-Oval Tennis bid approved at the meeting (attached). She will contact Oval Tennis and look into getting on their schedule ASAP. The Village agrees to pay 30% down.





Next Board of Trustees Meeting:

Wednesday, November 10, 2021 at 6:00 pm

Regular Business Meeting

NEW LOCATION!

Millbrook Firehouse

20 Front Street, Millbrook

Air BnB occupancy tax for VoM

Background: DC has taxed AirBnBs 4% since 1980

Proposal: Add 4% VoM occupancy tax

Discussion w/ H. Seilback (DC Commissioner of Finance):

1) Municipalities are starting to do it as well: Milan, Rhinebeck, Washington
2) Need to update zoning regs (local law) to include AirBnB
3) DC already has a database w/13 rental units in VoM (not all are AirBnBs)
4) VoM could simply add their tax to the DC database ("Granicus")
5) DC would then re-imburse VoM
6) Possible revenue: $10K-$20K/yr

Discussion w/ CEO McLaughlin:

1) Need to update zoning code to add AirBnB to the schedule of permitted uses
2) Need to require a special permit

Next step: Make a motion at Nov board meeting to update zoning code

T. Collopy
10/20/2021

BOT- 10/20/21 Trustee Contino Topics

Trustee Contino BOT 10/20/21

Old Business:

- Traffic Code-Trustee Arbogast, Sergeant Witt and Trustee Contino meeting and doing drive arounds. Have preliminary recommendations on about 1/2 the Traffic Code.

- Holiday Decorations —MBA President McGrane and Trustee Contino discussing upgrades to the decorations along Franklin Avenue AND December festivities which may require some financial support. McGrane also working on parallel track with Tribute Gardens, the Fire Department and other key volunteer groups/contributors. Collocola requested map for Franklin tree placement.

New Business:

- Funding Retaining Wall Repair—Trustee Contino identified government funding options: American Rescue Funds available now, earmarks, infrastructure bill.

Trustee Contino's Report

EV Chargers:

- Continue to coordinate with the Town of Washington. Though NYS appropriation exhausted in September, NY-based company offering alternative full funding for the charging equipment and installation. The parking lot at Town Hall is publicly owned, unlike ours. Town Board remains interested in negotiating a deal to install them there. Definite signs of progress!

American Rescue Act:

- Per Mayor's request, prepared memo outlining our options for use of ARPA funds for the retaining wall, sewer upgrade planning/design and sewer upgrade construction. Need to obligate these funds by 12/24 and expend them by 12/26.

Traffic Calming at Flagler Monument:

- In light of recent accident, Mayor and I pursuing new strategies to convince the State to slow traffic at the monument. Rte 343 is a State road so the State has to agree to a solution, but has not done so yet.

Ethics:

- Reviewed Ethics Policy with counsel at the NY Conference of Mayors. Our policy appears consistent with State mandates.

RESOLUTION No. 22 of 2021

Enacting Local Law No. 6 of 2021 Opting Out Of Licensing And Establishing Retail Cannabis Dispensaries And On-Site Cannabis Consumption Establishments Within The Village Of Millbrook Pursuant To Cannabis Law § 131

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WHEREAS, a properly noticed public hearing was held before the Village Board during the meeting on October 20, 2021, on Local Law No. 6 of 2021; and

WHEREAS, the enactment of this Local Law is a Type II Action pursuant to the New York State Environmental Quality Review Act as it involves routine agency administration and management and therefore is exempt from environmental review; and

NOW THEREFORE, BE IT ENACTED by the Board of Trustees of the Village of Millbrook as follows:

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Section 2. Authority

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Section 3. Local Cannabis Retail Dispensary and/or On-Site Consumption Opt-Out

The Board of Trustees of the Village of Millbrook, County of Dutchess, hereby opts-out of allowing retail cannabis dispensaries and on-site cannabis consumption establishments from locating and operating within the boundaries of the Village of Millbrook.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

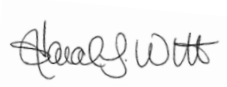
Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State. Pursuant to Cannabis Law § 131, and Article 9 of the New York Village Law, this local law is subject to a permissive referendum and thus may not be filed with the Secretary of State until thirty (30) days after adoption, unless there shall be filed with the Village Clerk a petition signed and acknowledged by the electors of the Village in number equal to at least twenty percent of such electors in the Village, as shown on the register of electors for the previous general village election, protesting against this resolution and requesting that the matter be submitted to the electors of the Village for their approval or disapproval in the manner provided by the Village Law. Within ten (10) days after the adoption of this resolution, the Village Clerk is hereby authorized and directed to cause to be published at least once in the official newspaper of the Village, and to be posted in at least six (6) public places in the Village, a notice which shall set forth the date of adoption of this resolution and contain an abstract thereof, concisely stating its purpose and effect and specifying that this resolution was adopted subject to a permissive referendum.

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

Mayor Collopy	Aye
Trustee Herzog	Aye
Trustee Contino	Aye
Trustee Arbogast	Aye
Trustee Anson	Aye

DATED: Millbrook, New York
October 20, 2021



SARAH J. WITT, VILLAGE CLERK
Village of Millbrook

Emergency? ☐

Village of Millbrook Quotation Form

Department: BOT- Tennis Courts

Date Item/ Service is needed by: Spring 2022

Dept. Head Name: Mayor Tim Collopy

Was this item/service budgeted? Yes ☐ No ☐

Request Description:

Tennis Courts Resurfacing Project funded through the Tennis Courts Acct. Tennis Courts Acct is comprised of donations.

Dept. Head Initials:

Date Submitted: 10.25.2021

Name of Supplier	Merchant Contact Info	Date Quote Obtained	Amount Per Item or Service	Total	Verbal or Written Quote	Vendor Selected (Check One)
Oval Tennis	See attached	09.14.21		28,500	Written	☑
Sport Tech	See attached	7.19.21		68,700		☐
No bid	-	-		-		☐
						☐

Signature:

Purchase Policy: Non Public Works

$0 - $499 1 written quote or receipt*
$500 - $19,999 3 written quotes*

Estimated Amount of Purchase Contract:

Please attach all quotes to this form.

Purchase Policy: Public Works

$0 - $499 1 written quote or receipt*
$500 - $34,999 3 written quotes*

Estimated Amount of Purchase Contract: 30000

** Quotes must be be written, emailed or faxed.*

A good-faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals

PROCUREMENT POLICY

1. Adoption; applicability.

The Village of Millbrook does hereby adopt the following procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid.

2. Determination of purchase.

Every purchase made will be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year.

3. Purchases not subject to competitive bidding.

All goods and services will be secured by use of written requests for proposals or quotations that assures goods or services will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances. The following items are not subject to competitive bidding pursuant to § 103 of the General Municipal Law:

A. Purchase contracts under $20,000 and public works contracts under $35,000.
B. Emergency purchases.
C. Goods purchased from correctional institutions.
D. Purchases under state and county contracts.
E. Surplus and secondhand purchases from another governmental entity.
F. Purchases pursuant to Section 7 of this policy.

4. Documentation of decision regarding bidding.

The decision that a purchase is not subject to competitive bidding will be documented, in writing, by the individual making the purchase. This documentation may include written quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase or any other written documentation that is appropriate.

5. Method of purchase.

A. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of Purchase Contract	Quote requirements
0-$499	1 written, email, fax quote or receipt
$500-$19,999	3 written, email or fax quotes
Estimated Amount of Public Works Contract	**Quote requirements**
0-$499	1 written, email, fax quote or receipt
$500-$34,999	3 written, email or fax quotes

B. A good-faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

C. A quote needs to be on company letterhead or an email with company signature. When possible, at least 1 quote should be from an M/WBE vendor.
D. After obtaining the required number of proposals or quotes, the purchaser can procure the item or service from the optimal vendor without board approval as long as it was previously budgeted.

6. Documentation required.

A. Documentation is required of each action taken in connection with each procurement using the Village of Millbrook quotation form.
B. Documentation and an explanation is required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings or how the offeror was not responsible.

7. Alternative proposals not required.

Pursuant to General Municipal Law § 104-b, Subdivision 2f, a procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Village of Millbrook to solicit quotations or document the basis for not accepting the lowest bid:

A. Professional services or services requiring special or technical skill, training or expertise.
(1) The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price, and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures. In determining whether a service fits into this category, the Board of Trustees shall take into consideration the following guidelines:
(a) Whether the services are subject to state licensing or testing requirements.
(b) Whether substantial formal education or training is a necessary prerequisite to the performance of the services.
(c) Whether the services require a personal relationship between the individual and municipal officials.
(2) Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs or services involved in substantial modification and customizing of prepackaged software.
B. Emergency purchases pursuant to § 103, Subdivision 4, of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately, and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This subsection does not preclude alternate proposals, if time permits.
C. Purchases of surplus and secondhand goods from any source.
D. Goods or services under $300.

8. Annual review.

This policy shall be reviewed at the annual Village of Millbrook re-org meeting.

P.O. BOX 189 • SOMERS • NY • 10589
914.248.6825 • Fax 914.248.6824
Email: info@ovaltennis.com

Rev. September 14, 2021

Village of Millbrook
PO Box 970
Millbrook, New York 12545
Attn: Tim Collopy
villageofmillbrookmayor@villageofmillbrook.com

Cc: Ms. Myndi Hill
mhsandyfeet@aol.com

Dear Mr. Collopy,

Following my recent conversation with Ms. Hill I have revised my proposal of 7/20/21 for Armor Crack Repair and new acrylic to be installed on the two Maple Ave. tennis courts. I have included an additional 110' of Armor replacing the stretched fabric beneath the net line. This item was an optional cost of $26.00 per foot ($2,860.00) but I have reduced the cost to $1,275.00. I hope that the enclosed is satisfactory and if any further questions arise, please feel free to contact me.

Thank you for your continued interest in this project.

Sincerely,

John McLean
Oval Tennis, Inc.

P.O. BOX 189 • SOMERS • NY • 10589
914.248.6825 • Fax 914.248.6824
Email: info@ovaltennis.com

ACRYLIC COLOR SYSTEM

BASE:

1. All cuts and cracks greater than 1/4" wide shall be cleaned and filled with acrylic patch mix. ***NOTE: Stone dust screenings required to fill deep and/or wide cracks prior to patching with mix.***

2. (1)Boulder heave (behind baseline, close to backboard, nearest to Maple Ave side) will be excavated, boulder removed and area patched flush.

3. Brush and scrape approximately **245'** of structural cracks to remove, as possible, debris and loose material. Armor crack repair system (Patent No. 6,450,729 B1) intended for long term repairs to asphalt will be installed per manufacturer's instructions. The armor crack repair system utilizes a special fabric that covers the crack and expands as the cracks widen, especially during the cold winter months. *Armor system prevents immediate return of cracks, however, additional cracks may form and existing cracks may lengthen. Armor system will not permanently bridge cracks resulting from sub-surface movement. See:* ***http://ovaltennis.com/crack-repair/*** **NOTE: Should crew find additional loose fabric that requires removal, an additional cost of $26 per foot will apply (additional footage to be reported prior to repairs made).**

4. Existing stretched armor approximately 90' will be removed and exposed crack cleaned and filled with new acrylic cement. New armor system will be applied as #3 above

5. **Included:** An additional 110' of stretched armor (beneath net line) will be removed and exposed crack cleaned and filled with new acrylic cement. New armor system will be applied as #3 above.

6. Birdbaths shall be marked by flooding court, and then filled with trowel patch in 1/4" lifts. Most depressions will be reduced but some may remain due to overall slope irregularities. **Note: Up to one (1) day included in contract cost for leveling depressions. Should additional time be required, due to poor planarity, there will be additional cost of $1,800.00 per day**. ***Depressions will be minimized; however, some depressions and birdbaths holding water after rain will remain.***

7. Should additional required repairs be noted by foreman, homeowner to be informed if additional costs apply prior to performing works. All works to be performed on the inside of court fence line. Any additional works outside of fence line is considered extraneous and at an extra cost when requested by homeowner.

ACRYLIC COLOR FINISH: ***NOVACRYLIC COMBINATION SURFACE–***

1. Entire surface shall be pressure washed to remove as much loose paint, dirt and deteriorated asphalt as possible. Any small areas of peeled, chipped or bubbled paint will be hand scraped and tacked with *Nova Bond* acrylic *(if there is an excess of peeling or loose paint, there will be an additional charge for labor and disposal).* **Note: Site owner must supply water source adjacent to courts for pressure washing and tool maintenance.**

2. **One** coat of acrylic resurfacer will be applied to correct minor surface irregularities and to seal existing surface. **Note: Recently the incidence of aggregate utilized to manufacturer asphalt containing trace amounts of iron (pyrite) has increased. Neither the asphalt plants nor Oval Tennis has control of iron in the asphalt mix. If the asphalt does contain iron, small rust spots may appear in the acrylic color. These do not affect play, but appear as surface stains.**

3. Two coats of a colored, acrylic base emulsion containing inorganic fillers shall be applied with squeegees to establish a color base. ***Nova Combo***

4. None of the color finish coats shall be applied to damp surface, when rain is imminent or temperature is below 55 degrees. **Note: Some squeegee marks will be visible especially when looking into the sun.**

PLAYING LINES: 1 COAT OF *SEAL-A-LINE*; 2 COATS OF *NOVATEX* (LINE PAINT)

1. **Tennis lines:** Base lines shall be not more than 4" wide and playing lines not more than 2" wide, accurately located and marked in accordance with the rules of the United States Lawn Tennis Association. Lines shall be treated with Nova Seal-a-Line and two (2) coats of *Novatex* white, water base paint especially formulated for striping tennis courts.

2. **OPTIONAL: Pickleball lines:** Base lines shall be not more than 2" wide and playing lines not more than 1 ½" wide, accurately located and marked in accordance with the rules of the USAPA. Lines shall be treated with Nova Seal-a-Line and two (2) coats of standard yellow, water base acrylic.

NET AND OPTIONAL EQUIPMENT:

1. Two new **tennis nets** measuring 42' long and 3 1/4' wide and otherwise conforming to regulations of the United States Lawn Tennis Association shall be attached to existing posts.

2. Existing net posts (GREEN) will be scraped, cleaned and painted with up to two coats of rust-inhibiting paint. Note: Crew will test reel and report back if any issues are found which may require replacement.

3. (2) Anchors and footings will be excavated and removed from court and site. (2)New anchors and 12" concrete footings to be set. (Loose fabric around the anchors will be remove and new installed, as necessary).

4. **OPTIONAL: Pickleball Net & Frame** Standard size pickleball net 34" high x 22' long. Powder coated steel frame with reinforced support plates. Comes with nylon carrying case with additional space for paddles and pickleballs (paddles and pickleballs not included). Rules and instructions are also included.

5. **OPTIONAL: Rol-Dri:** Oval Tennis to supply, assemble and deliver (1) Rol-Dri unit.

6. **OPTIONAL: Paint Backboards:** Crew to lightly clean loose paint at both plywood backboards and apply two coats of Hunter Green paint. Note: No repair to warped or damaged wood. (2 backboards 8'h x 40'l)

7. **OPTIONAL: Fence:**
   A. **Ties & Hog Rings:** Oval Tennis fence crew to check all bottom rails, bottom cable and top rails for broken and/or missing fence ties and hog rings. Crew to install new, vinyl coated steel ties and vinyl coated hog rings (BLACK) where necessary, including any additional needed in loose areas.

   B. **480' Bottom Rail:** Oval Tennis to install bottom rails at fence bases at all four sides of fencing. Existing bottom cable to be removed from mesh and disposed of offsite. Approximately 480 linear feet of BLACK vinyl coated SS40 steel pipe in 1 5/8" diameter to be installed utilizing all new rail ends and carriage bolts with nuts. Rails to be installed with new boulevards (2 ½" to 1 5/8"). New rails to be connected to existing mesh with all new, vinyl coated, steel fence ties (BLACK). Note: Mesh will not be stretched back straight. Bulging areas will remain.

GUARANTEE:

1. Oval Tennis, Inc. cannot guarantee results on a pre-existing court due to unknown construction specification, materials and procedures utilized in initial court installation unless court originally installed by Oval Tennis, Inc. Effective workmanship assumes that proper base has been installed including, but not limited to, proper drainage and correct sub base materials. Acrylic paints do no address any sub base defects and Oval Tennis bears no responsibility for sub-surface conditions or future structural issues. **Color systems are essentially a cosmetic repair and Oval Tennis, Inc. bears no responsibility for sub-surface conditions or future structural issues including, but not limited to, future cracking, depressions, or hollow areas from previous repairs**. *Though Nova Caulk has remarkable elongation and memory structural cracks will reappear. Armor system prevents immediate return of cracks, however, additional cracks may form and existing cracks may lengthen with subsequent freeze/thaw cycle. *See attached ASBA Cracks Position Paper.*

2. Any future follow up visits to apply caulk or patch at new or existing, expanded cracks will be an additional charge to court owner. Minimum maintenance cost starting at $500, depending on variables (length and width of crack, location of court, labor time allotted, etc.).

3. ***Multiple applications of acrylic increase possibility of acrylic bubbling, especially in presence of significant ground water. This occurs when subsurface moisture is vaporized by solar heat and cannot escape rapidly enough thru the acrylic coating***.

4. Oval cannot be responsible for bubbling and moisture permeating surface of court after new acrylic system is applied. There are a multitude of variables constantly changing and evolving in the life span of a court and the movement of subsurface water. Proper drainage is required to remove subsurface water from settling under the courts; drainage at courts is unknown at this time. Oval Tennis cannot be responsible for subsurface water which may freeze and cause cracking in asphalt surface. Oval is not responsible for any future wrinkling, raised or bubbling Armor fabric due to trapped moisture or water under existing Armor.

INSURANCE:

1. Oval Tennis, Inc. shall provide reasonable and adequate insurance and include the cost thereof in the contract sum.

CONDITIONS:

1. Property owner must ensure that landscape sprinklers do not reach court during scheduled repairs. Repair of damage caused by sprinkler system operation will advance completion date and be an additional charge based on time and material.

2. Court color(s) must be indicated on signed contract. Any changes to final color will be invoiced at $650. per additional surfacing layer per court for restocking and redelivery of new paint. Chips on color chart are actual samples of paint provided by Nova Sports USA, however, disparity between chip size and court size as well as ambient light conditions will affect color perception. Should colors be altered after court is completed, cost will be determined by several variables (i.e. how many layers are required for adequate coverage, in or out of bounds alteration, if lines are reapplied, etc.)

3. Property owner should not use shovels or snow blowers on court to remove snow; landscaper equipment with tires should not be used on court. Tennis shoes only should be used on court. Any other shoe or equipment is not recommended unless proper protection has been applied or special coating with additional acrylic has been applied. Heavy items left on court can leave marks and depressions. Paint is delicate and can be scraped off of asphalt without proper caution and care.

4. An additional administration fee of $750 will apply to AIA Form billing requirements. If retention is not paid in a timely manner as per contract, an additional charge of $650 will also be applied.

COMPLETION DATE:

1. Work to begin based on **existing queue** and completion projected within fourteen days, dependent on weather. Except no work will begin before June 1 or after October 1 (based on proper curing temperatures in nightfall).

2. Completion date contingent upon any strikes, accidents or delays beyond the control of Oval Tennis, Inc.

COST AND PAYMENT SCHEDULE:

1. **Cost of all works excluding optional works or equipment is $28,500.00* plus applicable tax; Cost includes: Pressure washing, 1 Day patching, 1 Boulder heave, Armor Crack Repair, 2 New Anchors & footings, Scrape & Paint Net Posts, 3 layer Novacrylic Combo Surface, playing lines, 2 new nets & center straps.**

***Note: This amount arrived at as follows: Proposal of 7/20/21 $27,225.00 plus an additional 110' of discounted Armor Crack Repair at $1,275.00**.

2. **Cost of optional works or equipment to be as follows (plus tax):** **Approval:**
   - **A) Cost of 1 set Pickleball lines is $500.00 additional.** _____
   - **B) Cost of Portable Pickleball Net & frame $275.00 additional.** _____
   - **C) Cost of Rol-Dri Unit is $185.00 additional.** _____
   - **D) Cost of painting 2 Backboards is $685.00 additional.** _____
   - **E) Ties & Hog Rings:** ***No charge if fence repairs approved*** _____
   - **F) Bottom Rails: $8,620.00 additional.** _____

   ***Payment schedule to be as follows:**
   - **A) 30% upon approval of this estimate– plus applicable sales tax.**
   - **B) 50% upon start of works– plus applicable sales tax.**
   - **C) Balance upon completion of all works– plus applicable sales tax.**
   - **D) Cost of approved options is to be paid upon start of works or delivery of equipment– plus applicable sales tax.**

3. In the event that payment is not made as specified as above, it is agreed that Oval Tennis, Inc. will receive interest at the prevailing rate on the unpaid balance, plus all cost of collection, including a reasonable attorney's fee.

4. In the event that payment is not made as specified, Oval Tennis, Inc. retains the right to halt works until past due payments are made.

5. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of New York.

6. Above prices are submitted for approval within sixty days and after that time may be revised.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Authorized Signature **Date:**
For: The Village of Millbrook **Issued: 9/14/21**

Please sign and return via email to: info@ovaltennis.com or fax: 914-248-6824

IMPORTANT: INDICATE COLOR SELECTION:
Color Court Interior (inside playing lines) _____

Color Court Exterior (outside playing lines) _____

LINKS:

Armor Crack Repair: http://ovaltennis.com/crack-repair/

Novacrylic color choices: http://ovaltennis.com/nova-colors/

BRIEF REPORT IN PHOTOS



Loose crack fabric with wrinkling



Existing fabric tearing with new crack



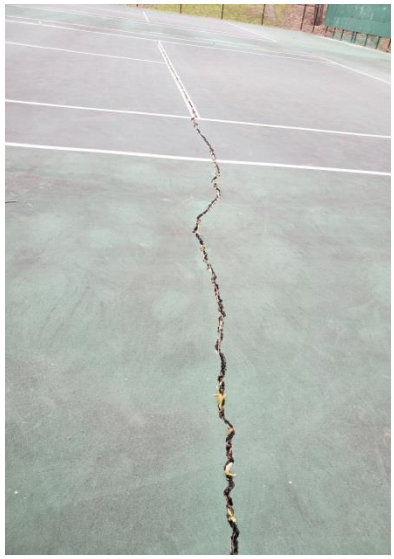
Posts to be scraped & painted

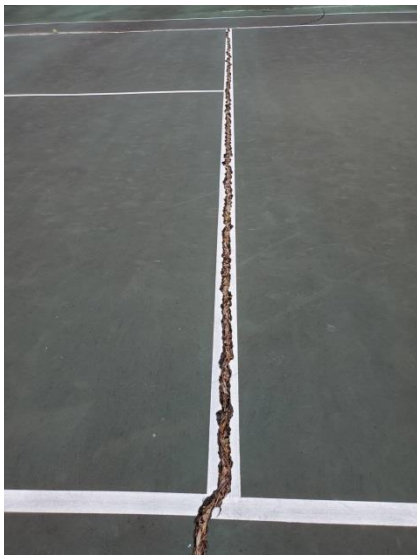


Posts leaning slightly

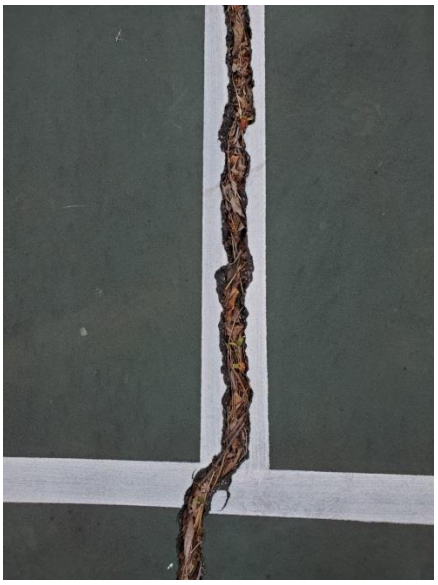


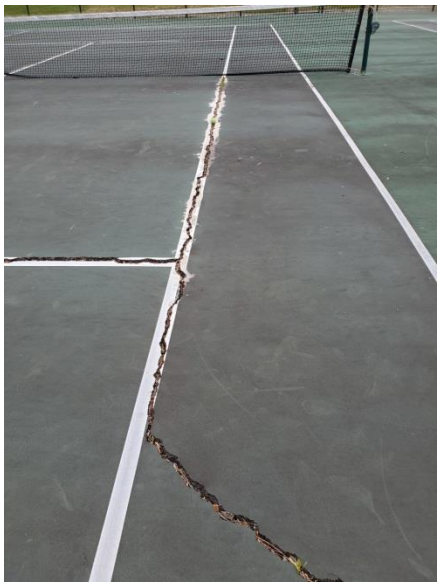
Boulder heave

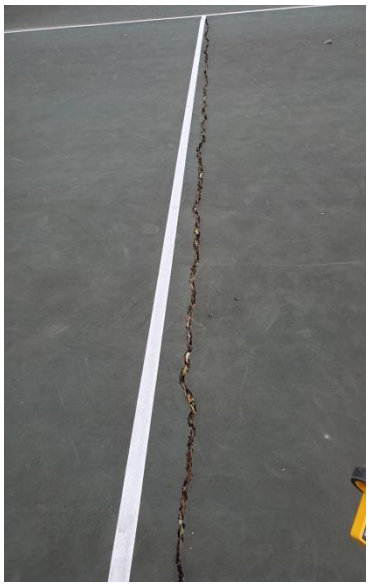




Examples of cracks found at court (wider cracks will need stone dust fill)











Cracks with cement need to be ground down or stoned down to remove prior to application of acrylic cement mix; paint will not adhere to cement without acrylic mix



New crack at edge of crack fabric with peeling fabric



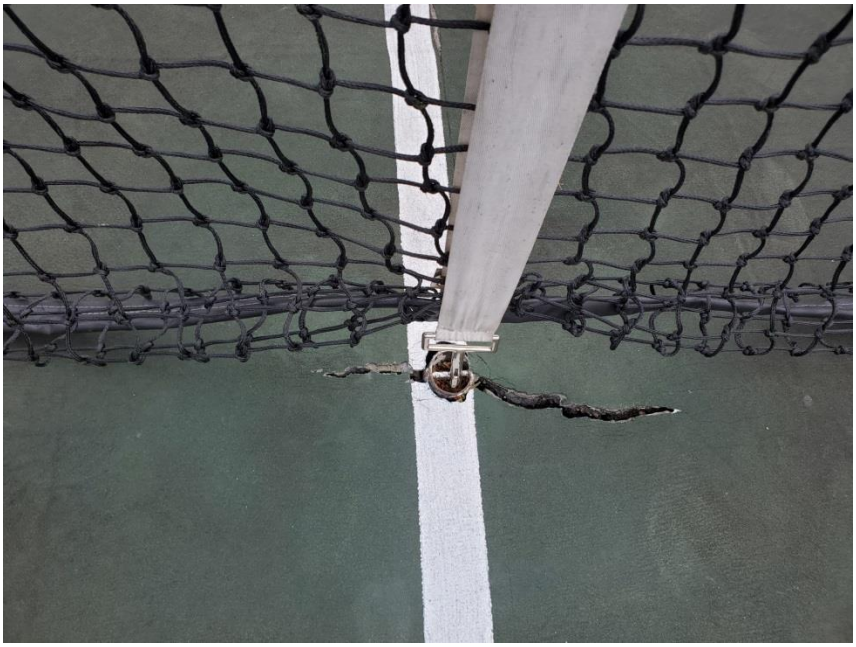
Small cracks forming at edge of previous repair







Crack repair will not go outside existing fence line; outside perimeter will not be painted (cracking will continue at fence pole footings)



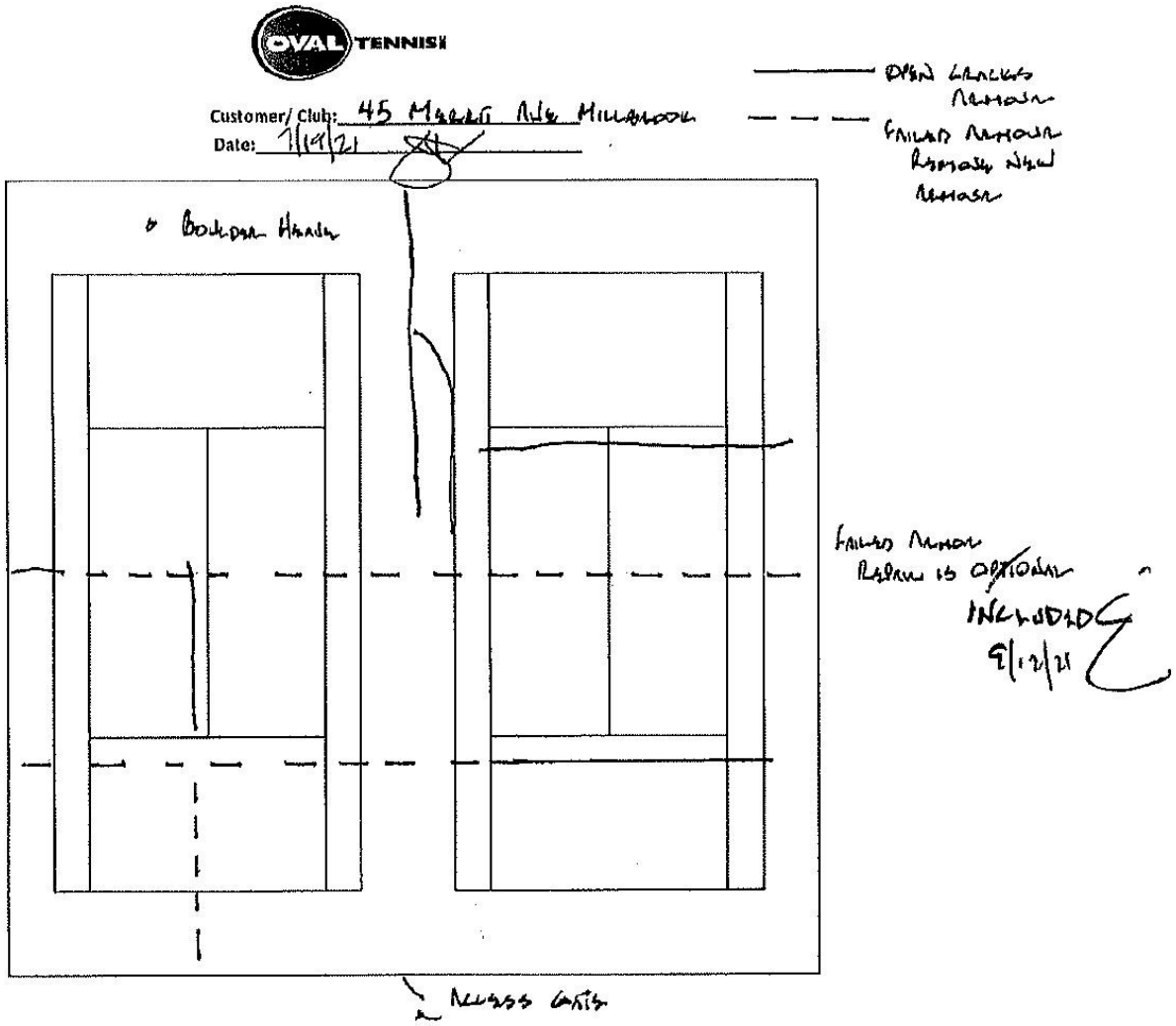
Both anchor footings have heaved up and cracked asphalt



Heavy moss growth where court receives heavy shade



Option for painting peeling backboards included


OVAL TENNIS
Customer/ Club: 45 Maple Ave Millbrook
Date: 7/19/21
Boulder Header
Fence Gate
Included
9/12/21

Cracking of Asphalt Tennis Courts

The most common problem with asphalt tennis courts is pavement cracking. Cracking in asphalt is caused, at least in part, by the natural tendency of asphalt to shrink as it weathers, oxidizes and ages. In addition, asphalt loses its flexibility as it ages, making it more brittle. Since shrinking and becoming more brittle with age are properties of the material, cracking in asphalt tennis courts is inevitable.

Quality design and construction can minimize or delay cracking but cannot eliminate it. Once cracking begins, no matter which method is used for the potential exists for cracks to reappear.

There are many types of asphalt cracks. Surface cracks include hairline cracks (small irregular cracks present over large areas of the court), alligator cracks (a pattern of interlocking cracks over the surface resembling an alligator hide) and shrinkage cracks (a random pattern of interconnected cracks with irregular angles and sharp corners). In most cases, surface cracks do not affect the play of the game; however, if untreated, they will develop into more serious cracks and will require more extensive repair.

Pavement cracks include heat checking (a hairline crack pattern which follows the direction of rolling), structural cracks (large cracks which penetrate the asphalt pavement), reflection cracks (which occur in asphalt surface overlays and mirror a crack pattern in the pavement underneath), radial cracks (which appear at the point where the concrete net post, light pole or fence post footings meet the asphalt court surface) and settlement cracks (which result from paving over a poorly compacted or poorly drained subbase).

There are at least four methods of crack repair – crack filler, infrared patching, proprietary fabric repair system and full depth repair with either crack filler or hot mix asphalt. Repairing many cracks may leave the court with an unattractive, freckled appearance; however, resurfacing will correct this unsightly condition.

Because there are various causes of cracking, differences in sizes and numbers of cracks, and various options for crack repair, an owner would be wise to consult an experienced contractor or design professional to determine the best options for repair. It is important to note, however, that eventually cracks will reappear or new cracks will form. All methods of repair will provide some additional life for the court and some methods will extend the useful life of the court by many years, but if the owner is seeking a long term solution, the court should be reconstructed.

Differences in site, weather and soil conditions require variations in construction and repair methods and materials. Readers are advised to consult a qualified contractor or design professional before undertaking construction or repair of a court. Rev.11/10

Birdbaths on Older Courts

"Birdbath" is a term commonly used in the tennis industry to describe a low area on a tennis court that holds water. More precisely, the American Sports Builders Association (ASBA) defines a birdbath as any area where standing water more than 1/16" (2mm) (commonly measured using a nickel) remains after drainage of the area has ceased or after one hour of drying at 70 degrees Fahrenheit in sunlight. Birdbaths delay play on the court after rain and may cause staining and/or peeling of the surface.

Minor depressions in the surface, those less than 1/16" deep or those that drain or dry in under an hour, are considered within tolerance and are acceptable.

Over time, even properly designed and constructed courts may develop birdbaths. The owner's expectations regarding repair of birdbaths should be based on the nature of the birdbaths that exist to be repaired and the amount of money budgeted for the repair. For example, the owner should understand that birdbaths may reappear later due to further settlement or the water may be moved to a different area of the court.

Owners also should understand that available repair methods and materials are imperfect. Asphalt resurfacers and acrylic patch binders are water-based materials. After they are installed flush with the surface, they may shrink due to dehydration, allowing the area to once again hold water. Asphalt patches and acrylic repairs require time and proper weather conditions to cure. Further, patching materials can be installed only to an effective depth of approximately ½". For these reasons, even a skilled contractor may make several site trips to "fine tune" a repair. Complete removal of standing water may be impossible. Generally, the owner should accept that repair of birdbaths is only a means of reducing the inconvenience they cause and extending the useful life of the court.

The number, size and depth of birdbaths is another consideration. The existence of multiple birdbaths or major depressions of ½" or more may indicate more serious problems. Repairing multiple or deeper birdbaths is labor intensive and often results in cosmetic imperfections, which may require resurfacing to correct. The larger the birdbath, the more difficult it can be to repair. Prior to repairing numerous birdbaths or major depressions, the owner should discuss the cost and alternatives, such as installing an overlay. In some cases, only reconstruction will provide a long-term solution.

Differences in site, weather and soil conditions require variations in construction and repair methods and materials. Readers are advised to consult a qualified contractor or design professional before undertaking construction or repair of a court. Rev. 11/10

410 Route 22, Brewster, NY 10509 - Phone: (914) 260-8475 – Fax (914) 232-1802

Mayor Tim Collopy

Date 07/19/21

Village of Millbrook
PO Box 349
35 Merritt Ave
Millbrook, NY 12545
Phone# 845 797-4465
Villageofmillbrookmayor@gmail.com

ID# 119903

We appreciate the opportunity to submit the following proposal for the Repairs and Resurfacing of TOWN PARK TENNIS COURTS

SOURCEWELL COOPERATIVE CONTRACT # 060518-AST

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: BANK OF (2) TENNIS COURTS

Total area comprises approximately (1440) Square Yards.

1. **PRESSURE WASHING** – Utilizing a walk behind power washing unit, remove all dirt, mildew and other contaminants from surface area. Thoroughly air blow and clean the entire court surface.
2. **LOW SPOT / BIRD BATH REPAIR** – After all low spots/birdbaths have been identified by the owner and agreed upon mutually, level and fill with LAYKOLD ACRYLIC CRACK AND LEVELING BINDER PATCH. (Note: Total water removal is not always attainable and not guaranteed).
3. **CRACK REPAIR** – Rout, air blow and clean ALL existing and new structural cracks. Fill to refusal with LAYKOLD DEEP PATCH ACRYLIC CRACK AND LEVELING BINDER. Multiple applications may be necessary. Structural cracks cannot be repaired permanently with surface procedures; therefore, Sport-Tech Acrylics Corp. cannot guarantee these repairs.
4. **TITAN TRAX SHIELD COURT SURFACE-** Furnish and install the **TITAN TRAX SHIELD** overlay system directly over the entire existing tennis courts, as per manufacturer's specifications. (See product literature included)
5. **LAYKOLD NUSURF ACRYLIC RESURFACER** – Furnish and apply (2) coat(s) of LAYKOLD ACRYLIC RESURFACER to entire court area.
6. **LAYKOLD ACRYLIC FILLER** – Furnish and apply (2) coat(s) of fully pigmented LAYKOLD ACRYLIC FILLER. Colors to be (Dark Green) inbound and (Medium Green) outbound. Or Determined by Owner.
7. **LINE STRIPING-** Layout and hand paint (2) set(s) of regulation Tennis playing lines per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications using LAYKOLD ACRYLIC TEXURED WHITE LINE PAINT.
8. **CLEAN UP –** Clean up general work area.
9. **INCLUSION PROVISIONS –** Price does include materials, expenses, prevailing wage labor, freight, taxes, liability insurances and state required worker's compensation.
10. **EXCLUSION PROVISIONS –** Price does not include the cost of bonds, contract specific insurance riders, surveys, in-ground equipment, CORRECTIVE WORK TO SUB GRADE OR EXISTING ASPHALT SURFACE, jobsite security, temporary fencing and permits.
11. Proposal submitted by Michael Edgerton – President, SPORT-TECH ACRYLICS CORP. (CTCB – Certified Tennis Court Builder).

*** NOTE:** **TITANTRAX SHEILD INSTALLATION AND MATERIALS ARE GUARANTEED FOR FIVE YEARS & TWO YEARS FOR LAYKOLD COLOR SYSTEM**

TOTAL ESTIMATE:

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

TOTAL –Sixty-Eight Thousand Seven Hundred DOLLARS …….$68,700.00

Thank you for the opportunity to quote this project for you. We look forward to hearing from you soon. If you have any questions, please don't hesitate to call me at (914) 260-8475.

Sincerely,

Michael Edgerton, President
CTCB
Sport-Tech Acrylics Corp.



AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

AstroTurf FIELDS | Rekortan TRACKS | Laykold COURTS | SYNLAWN LANDSCAPE

Victoria Stringham
AstroTurf Corporation
2680 Abutment Road
Dalton, GA 30721

May 4, 2020

RE: Sport-Tech Acrylics Corporation
410 Route 22 | Brewster, NY 10509

To Whom it May Concern:

Sport-Tech Acrylics Corporation is an authorized partner of Laykold and the AstroTurf Corporation with full access to Sourcewell contract #060518-AST and AEPA-CREC contract #020-A, being named in both cooperative purchasing contracts awarded to AstroTurf Corporation.

Being an authorized partner allows Sport-Tech Acrylics Corporation to market and sell discounted products and services to members of Sourcewell and AEPA-CREC, and all other cooperative organizations for which AstroTurf has named Sport-Tech Acrylics Corporation to be an authorized partner.

Please contact me with any questions at (480) 415-6300 or vstringham@astroturf.com. The contacts below can also answer questions should you need additional AstroTurf contract information.

Scott Carr, Sourcewell Contract Manager
scott.carr@sourcewell-mn.gov

Cara Hart, AEPA-CREC Co-Op Director
chart@crec.org

Sincerely,

Victoria Stringham
Director of Cooperative Purchasing

PO BOX 189
SOMERS, NY 10589
914.248.6825
OVALTENNIS.COM

INVOICE

Invoice Number: 48840
Invoice Date: Oct 26, 2021
Page: 1

Duplicate

Bill To:

VILLAGE OF MILLBROOK
PO BOX 970
MILLBROOK, NY 12545

Customer ID	Customer PO	Payment Terms	
19104		C.O.D.	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	US Mail		10/26/21

Quantity	Item	Description	Unit Price	Amount
		30% BILLING UPON APPROVAL OF ESTIMATE FOR ARMOR CRACK REPAIR AND ACRYLIC COLOR SYSTEM 2022 AS PER CONTRACT		8,550.00

Subtotal	8,550.00
Sales Tax	
Total Invoice Amount	8,550.00
Payment/Credit Applied	
TOTAL	**8,550.00**

Check/Credit Memo No:

We will add finance charges on invoices more than 30 days overdue.

ELAN CITY
10-34 44th Drive
Long Island City, NY 11101
United States
Phone. : (646) 878-6259
Fax. : (646) 770-3906
Email: sales@elancity.net

Shipping address :
Millbrook Vlg Police Department
PO Box 349
35 Merritt Ave
MILLBROOK, NY 12545
United States

Invoice address :
Millbrook Vlg Police Department
PO Box 349
35 Merritt Ave
MILLBROOK, NY 12545
United States

Millbrook Vlg Police Department
PO Box 349
35 Merritt Ave
MILLBROOK, NY 12545
United States

Tel. : +18456778200
Fax : +18456773019

Quotation N° SO5839

Your Reference	Quotation Date	Contact	Payment Term
	09/13/2021	Hugo BARR	

Description	Qty	Each	Disc.(%)	Discounted price	Ext. price
[01111] 14" A/C Evolis Radar Speed Sign EVOLIS Radar Speed Sign with Programmable Message Display; Internal AC Power Regulator; Traffic Data Collection + Analysis Software with NO Subscription Fee; Bluetooth & Smartphone App; Mounting Kit (Mounting bar)	2.00 Unit(s)	2,650.00	0.00	2,650.00	$ 5,300.00
[028] 12V 22Ah Battery 12V 22Ah Battery	8.00 Unit(s)	100.00	0.00	100.00	$ 800.00
[015] Additional mounting bar	2.00 Unit(s)	50.00	0.00	50.00	$ 100.00
[029] Battery 12V Charger	2.00 Unit(s)	150.00	0.00	150.00	$ 300.00
[99900] Discount TPS21	1.00 Unit(s)	-1,001.00	0.00	-1,001.00	$ -1,001.00
[DCE] Delivery Charge EXPRESS	1.00 Unit(s)	280.00	0.00	280.00	$ 280.00

Total discount HT:	$ 1,001.00
Net Total :	$ 5,779.00
Taxes:	$ 0.00
Total :	**$ 5,779.00**

.....TO PLACE AN ORDER, PLEASE COMPLETE THE FOLLOWING:
.....
.....
Title: Mayor Name (First, Last): Tim Collopy Check this box: ☒
I have read, understood and agree to the terms of the Elan City Inc. :
“General Terms of Sales and Delivery - WARRANTY.”
Signature: Tim Collopy
_____
Date: (m/ d/ y): 10 / 26 / 21
and email it back to us along with your tax exempt form

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Long Island City, NY 11101
United States
Phone. : (646) 878-6259
Fax. : (646) 770-3906
Email: sales@elancity.net

Description	Qty	Each	Disc.(%)	Discounted price	Ext. price

CUSTOMER CONTACT INFO:
• Name:J Witt
• Phone:
• Email:jwitt@villageofmillbrookny.com
IN CASE DELIVERY ADDRESS IS DIFFERENT:
• Delivery address:
• Contact :
• Phone/ Email:
.....
QUOTE PRICING AND EXPIRATION
• Quote valid until :
• PROMO CODE / OFFER:TPS21 -$1001
.....
2-year warranty included.
Taxes not included.
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GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY – WARRANTY
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The terms and conditions as cited in this document, apply to any and all sales of radar speed signs supplied by Elan City Inc. Accessories, such as batteries, are covered by a separate and different warranty labeled “battery warranty”, included below. Completion and signature of this document is a binding contract. This document must be completed and signed by buyer / client at the time of initial purchase and each future purchase of Elan City Inc. products.
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DELIVERY OF GOODS
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Upon delivery of all goods, the client is required to verify the external condition of each package. The client must refuse the entire delivery if the package(s) are not in good condition, and contact Elan City Inc immediately. The client is required to verify that the quantities noted on the packing list are in accord with those delivered. If packages are in good condition but the quantity is incomplete as to the packing list, the client must indicate this anomaly directly on the transporter’s copy of the delivery-note and must immediately inform Elan City Inc. The liability of potential damage to delivered goods and / or missing packages cannot be attributed to the carrier nor to Elan City Inc. after delivery and suite to non-conformity of these instructions by the buyer.
.....
Good condition and correct quantity of contents of package must be verified within 5 days of delivery. The device must also be tested within these 5 days of delivery to establish its correct functionality. Beyond the 5 days, the payment cannot be contested by the buyer if the device and its accessories are found to be “dead on delivery” and / or malfunctioning and / or missing. Full payment of the complete order must be fulfilled by the buyer, within the time frame previously established on the signed contract (quote).
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RETENTION OF TITLE
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Delivered goods shall fully remain the property of Elan City Inc. until all goods received have been fully paid for by the buyer. Payment must be made within 30 days of receiving the invoice as indicated on the signed contract (quote). In the event of late payment, a certified notice for account delinquency will be sent to the buyer, which will then allow the buyer 8 days to make full payment. Beyond this time frame, Elan City Inc. retains the right to remove the materiel from the buyer.
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Description	Qty	Each	Disc.(%)	Discounted price	Ext. price

.....
WARRANTY
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Delivered goods are fully covered by the warranty, including the device and its components as well as the labor and delivery fees associated with its repairs and / or replacement suite to defects approved by Elan City Inc. for a full 24 months from the date of delivery arrival, with the exception of batteries which are not covered by this warranty. (see “Battery Warranty”)
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In the case of device malfunction, Elan City Inc. will carry out remote diagnostic checks with the client and with their approval, in order to identify any defective components (power supply, software, etc.) prior to proceeding with in-shop repairs, if needed.
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WARRANTY DISCLAIMER: The Warranty does not apply to any damage caused by but not exclusive to:
.....
• Vandalism, fire, falls or impact
• Abuse or mishandling
• Unauthorized modifications and / or unauthorized additional / replacement accessories or products
• Damage caused during transportation (see clause “Delivery of Goods”)
• Malfunctions due to improper connection or battery cable polarity inversion
• Problems suite to improper installation non-compliant to our recommendations
• Problems suite to wearing parts and / or accessories including the following but not exclusive to: batteries over 6 months old, broken / worn pole straps, broken / worn pole, etc.
.....
Any repairable device, not or no longer covered by the warranty, which is returned to our after-sales service, will automatically undergo a refurbishment / repair quote, which will be submitted to the customer for acceptance or rejection. In case of rejection, the client will be liable for delivery costs and diagnostic testing costs incurred by Elan City Inc.
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RETURNS PROCEDURE: The client must inform the Customer Service department and describe the problem encountered in detail. The Elan City technicians will assist the client and attempt to identify the problem by performing remote diagnostic tests. If remote testing concludes defective device and / or components, the technician will attribute an RMA (Return Merchandise Authorization) or Claim Number to the customer, authorizing product return to the After Sales Service Department. This RMA / Claim number will be confirmed by email, along with a form outlining the After Sales Service Return Policy. The form must be completed, signed and dated by the client, and returned to the Elan City logistics department who will then process the request. A transportation request will then be sent by email to the customer and the removal of the package will be organized through an Elan City Inc. authorized carrier.
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In the case of customer refusal of the initial remote diagnostic testing, resulting in the independent and unauthorized sending of device / product(s), the devices / product(s) found non-defective, will not be covered by the warranty. The customer will then receive a quote from the After Sales Service Department for the in-shop diagnostic tests and the delivery costs for device / product(s) retrieval, the payment of which will need to be agreed upon before releasing the device / product(s).
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TERMS OF TRANSPORT : Failure to comply with the terms of transportation below, will cancel the RMA and the package will be returned to sender.
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• Batteries must not be present in the device or the device’s packaging during the transportation
• The device must be sent back in its original packaging. This includes properly packaging the device in the original foam and the original box.
• Protective foam must protect all four corners of the device, in accordance to its original packaging when initially received.
• The package must be sealed with security tape at both ends.
• If the original packaging was not kept or was lost, a quote for replacement packaging will be sent to the client.
• If the package is being shipped by pallet, the package must be put upright and film-wrapped before shipment.
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Fax. : (646) 770-3906
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Description	Qty	Each	Disc.(%)	Discounted price	Ext. price

.....
BATTERY WARRANTY
.....
Batteries are under warranty by Elan City Inc. for 6 months. The same conditions of “delivery of goods” and “retention of title” are true for the batteries as for the device. Replacement batteries must be purchased from Elan City Inc. Use of non Elan City Inc. batteries and / or accessories, can annul the warranty(s), including the device’s warranty. (See clause “warranty disclaimer”). Battery wires cannot be sold separately and must be purchased as a battery pack.
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TERMS & CONDITIONS AND REIMBURSEMENT
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All sales are final: no returns , exchanges and / or reimbursements. Elan City Inc. is not liable and will not reimburse or exchange goods for the following reasons but not exclusive to these reasons:
.....
• Product’s non-accordance with current and / or future local laws and / or regulations regarding the following but not exclusive to: radar speed sign specifications, road / zone placement, installation / mounting
• Product’s non-accordance with Department of Transportation’s regulation or choice of approval / authorization.
• Customer’s dissatisfaction with product and / or customer service, company policies, etc.
• Change of personnel (original buyer change of post or title).
• Purchase made by unauthorized personnel.
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Warranty active upon delivery of goods.
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Valid for agreement
(Stamp, Signature and Date)

The :

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