

**TOWN OF KENT**  
**Town Board Meeting**  
**April 1, 2014**

**Executive Session – 6:30**

1. Discuss possible litigation against the Town

**Workshop – 7:00**

1. Presentation of Certificate of Gratitude to the United States Police Canine Association
2. Lakeview Church Application for a permit to host a Tag Sale on April 12, 2014
3. Imagination Station presentation by Brittany N. Alvarez
4. Merritt Change Orders #4 and #5
5. Kent Recreation – hiring of summer personnel
6. Kent Materials - approve Stormwater plan and accept bonds
7. Change the Smoking Policy in Town vehicles (Handbook §908)
8. Sewer Use Law
9. Discuss dates for Stormwater Consultant and Wetlands Consultant RFP's
10. Public Comments

**Meeting**

1. Salute to Flag
2. Roll Call
3. Vote to authorize Permit for Lakeview Church Tag Sale on April 12, 2014
4. Vote to authorize Frangel to hook to the Sewer District using \_\_\_\_ connector(s).
5. Vote to refuse the gift of land from Hilltop Associates
6. Vote to authorize the Town Clerk to advertise for an RFP for a Stormwater Consultant with such to be submitted by \_\_\_\_\_, and awarded on \_\_\_\_\_
7. Vote to authorize the Town Clerk to advertise for an RFP for a Wetlands Consultant with such to be submitted by \_\_\_\_\_, and awarded on \_\_\_\_\_
8. Vote to authorize discarding of Fellowes Office Document Shredder, Model # SB99Ci, Serial # 080229GA0026135
9. Vote to authorize the Sanitation Department to add Peter Steven Zamlowski to their substitute worker list
10. Vote to authorize William Walters to attend the 2014 New York State Building Officials Conference which will be held on April 23, 24 and 25
11. Vote to authorize Merritt Change Order #4
12. Vote to authorize Merritt Change Order #5
13. Vote to authorize Highway Department to hire Cornell Summer Intern

**Meeting cont'd – Page 2 of 2**

14. Vote to award the bid for the Town's municipal insurance to NYMIR as represented by Spain Agency
15. Vote to approve the resolution to ratify the Kent Materials Stormwater Management Facilities Inspection and Maintenance Agreement and accept three related bonds.
16. Vote to approve hiring of Kent Recreation Seasonal personnel
17. Vote to approve hiring of Kent Recreation Start Smart personnel
18. Vouchers and Claims
19. Public Comment

W2

Town of Kent  
25 Sybil's Crossing  
Kent Lakes NY 10512

Application #: \_\_\_\_\_

## OPERATING PERMIT APPLICATION FORM

Page 1 of 3

### Part I Applicant/Building Information

Applicant's Name: LAKEVIEW COMMUNITY CHURCH

Applicant's Address: 387 Rt 52 CARMEL NY 10512

Contact Person: BRIAN MCINTYRE Telephone: 845-721-9985

Address of Premises for which Operating Permit is requested: ☒ same as above

☐ Other (specify): \_\_\_\_\_

Tax Map Number: \_\_\_\_\_ Current Occupancy Class: \_\_\_\_\_

### Part II Type Operating Permit

An Operating Permit is required to conduct any activity or to use any class of building listed below. Please indicate the type(s) of Operating Permit(s) requested by checking each applicable box. (If you require assistance, or would like more information, contact the Town of Kent Building Department at 845-225-3900.)

☐ Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4), of the Fire Code of New York State (see 19 NYCRR Part 1225); **(See Appendix A.)** Identify the materials and quantities and describe the manner in which the materials will be manufactured, stored or handled (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

☐ Conducting a hazardous process or activity (including but not limited to, any commercial or industrial operation which produces combustible dust as a byproduct, fruit and crop ripening, and waste handling; **(See Appendix B.)** Describe the process(es) or activity(ies) to be conducted (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

☐ Use of pyrotechnic devices in assembly occupancies; **(See Appendix C.)** Describe the proposed use (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

☐ Use of a building containing one or more areas of public assembly with an occupant load of 100 persons or more **(See Appendix D.)** Describe the proposed use (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_



Town of Kent  
25 Sybil's Crossing  
Kent Lakes NY 10512

Application #: \_\_\_\_\_

## OPERATING PERMIT APPLICATION FORM

### Part II (continued)

Page 2 of 3

- ☒ Temporary Sales Events (attach a plan drawn to scale showing the general location of the building and / or lot where the temporary sales event is)

OUTDOOR TAG SALE APRIL 12, 2014

- ☐ Use of a building whose use or occupancy classification has been determined by Town of Kent Building Department as posing a substantial potential hazard to public safety. **(See Appendix E.)** Describe the proposed use (attach additional sheets if necessary):

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### Part III Premises/Building Information

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1. Date of last Inspection of Premises? 3/14

2. Has a Certificate of Occupancy been issued for the premises?

☐ YES  
☒ NO

Type: ☐ Permanent ☐ Temporary

Date of Issuance: \_\_\_\_\_

3. Date(s) of issuance of previous Certificate(s) of Occupancy? (If any): \_\_\_\_\_

4. Are there currently any open Building Permits associated with the premises?  
If yes, please describe (attach additional sheets if necessary):

☒ YES

☐ NO

OFFICE AREA BUILD OUT

5. Have any violations to the Uniform Code been issued in relation to the Premises?

☐ YES

☒ NO

If yes, please describe (attach additional sheets if necessary):

6. Have any variances to the Uniform Fire Prevention and Building Code been granted in relation to these premises?

☐ YES

☒ NO

If yes please describe (attach additional sheets if necessary): (Include Variance Decision Number)

Town of Kent  
25 Sybil's Crossing  
Kent Lakes NY 10512

Application #: \_\_\_\_\_

## OPERATING PERMIT APPLICATION FORM

Part III (continued)

Page 3 of 3

7. Additional Comments:

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### SIGNATURE OF APPLICANT

I hereby certify that the foregoing information (and all information in attached sheets, if any) is true and complete.



Signature of Applicant or Authorized Representatives Signature

3/19

Date

BRIAN MCINTYRE PASTOR

Name (and Title, if applicable of person signing Application (Please print)

### Part IV

To be completed by *Town of Kent Building and or Fire Inspector*

Inspection Required ☐ YES ☐ NO

Inspections Performed ☐ YES  
☐ NO

Date of Inspection: \_\_\_\_\_

Tests or Reports required verifying compliance? ☐ YES ☐ NO

If YES, have Tests or Reports been received? ☐ YES ☐ NO

Description:

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Application(s) Approved: ☐ YES ☐ NO

Operating Permit Issued By: \_\_\_\_\_

Date Operating Permit Issued: \_\_\_\_\_ Date Operating Permit Expires: \_\_\_\_\_

Type/Description of Operating Permit: \_\_\_\_\_

Conditions of Operating Permit (list conditions here AND in the space provided in the Operating Permit):

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Additional Comments:

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## Jasmine Ramos

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**From:** Maureen Fleming [mfleming@townofkentny.gov]  
**Sent:** Friday, March 21, 2014 9:45 AM  
**To:** Paul Denbaum; Bill Huestis; Penny Osborn; Mike Tierney; Lana Cappelli  
**Cc:** Jasmine Ramos  
**Subject:** fw: KRC loading dock extection

Maureen Fleming  
Supervisor  
Town of Kent  
25 Sybil's Crossing  
Kent Lakes, New York 10512  
(845) 225-3943  
[www.townofkentny.gov](http://www.townofkentny.gov)

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**From:** "Sue Kotzur" <[suekfroglane@hotmail.com](mailto:suekfroglane@hotmail.com)>  
**Sent:** Friday, March 21, 2014 9:41 AM  
**To:** "mfleming@townofkentny.gov" <[mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)>  
**Subject:** KRC loading dock extection

Good morning, Maureen

At the KRC meeting last night we talked of the concrete slab of the loading dock to be lengthened.

We would like this done because the item4 is very soft at certain times of the year and when the cab for the trailer attempts to pull the full trailer, it's wheels spin and sink into the loose ground. In the past Mr. Baker would have to pull the cab out with a chain and another vehicle.

This is not something we would want to happen anymore.

The KRC commission is asking permission to have this item put on the town agenda and to go ahead with pricing and any other issues that need to be addressed concerning this request.

Thank you,  
Respectfully,  
Susan Kotzur  
Co Chair of KRC

Sent from my iPad

W4

# CO-04



March 24, 2014

Kent Town Board  
25 Sybil's Crossing  
Kent Lakes, New York 10512

RE: Route 52 Sewer District  
Change Order CO-04

Dear Supervisor Fleming and Members of the Board:

The enclosed materials are provided per your request for additional information regarding the contractor's claim for additional compensation for rock excavation. The claim request from the contractor is enclosed herewith describing why they are making a claim for additional compensation.

Merritt Construction initially approached Insite for additional compensation for rock excavation on or about November 13, 2013. Their claim noted that the rock removal was excessive in a localized area due to unexpected subsurface conditions beyond the levels shown in the soil borings provided with the contract. The rock removal was impacting production in the localized area and that the costs were far exceeding the compensation for the sewer installation. Merritt claims the prices bid on the contract had been based on a certain quantity of pipe and manholes production per day that were expected to be installed based on the limited anticipated quantity of rock. The production expected was not being reached due to the unanticipated subsurface conditions requiring substantial rock excavation.

Insite has been negotiating with Merritt on behalf of the Town for several months. Insite requested from Merritt supporting documents to show what the costs the contractor was experiencing on the subject six days. Merritt provided equipment costs from Equipment Watch, a company that calculates the cost to operate construction equipment used on similar construction projects. The information from Equipment Watch is enclosed herewith. Merritt also provided their cost for their employees working at the site for this time period. The cost for each type of worker is enclosed herewith. In addition the material cost including pipe and crushed stone installed for the project were provided by Merritt and are enclosed herewith. The total cost to Merritt was calculated for the six subject days.

The total unit price compensation was calculated based on the daily quantities measured by Insite inspection staff for the subject days. The total unit price compensation is summarized and calculated on the attached sheet. Though the total rock removal was tracked each day the final calculation was performed on the final day to make sure no over lap from day to day was included. As requested by the Town Board the daily quantities removed each day have been noted on the revised summary attached herewith.

Upon evaluation of the costs and compensation, the claim was viewed as a valid and reasonable claim by Insite because the localized area of rock is a site condition that is materially different from what is shown or indicated in the contract documents. The localized area of nearly full depth rock was unanticipated based on the soil borings. As allowed by the contract 15% additional compensation was added to the costs for overhead and profit for the contractor. This is noted on the attached summary. The proposed change order value is based on the actual material, labor, and equipment cost to the contractor plus 15% for overhead and profit, minus the compensation provided to the contractor based on the unit price compensation for these days.

Since the previous revision of the change order had been before the Board, Insite has further negotiated with the contractor on the Town's behalf. Insite has gotten the contractor to agree that a

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3 Garrett Place, Carmel, New York 10512 (845) 225-9690 Fax (845) 225-9717  
[www.insite-eng.com](http://www.insite-eng.com)

percentage (based on percentage of contract installed) of the erosion control compensation and maintenance and protection of traffic compensation also be used to reduce the change order value. These items have been added to the compensation summary attached here within and result in the change order being reduced from \$35,635.69 to \$30,699.75.

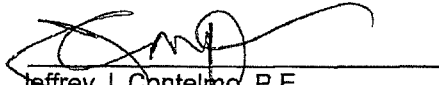
We recommend the Town Board approve the change order based on the reasons cited above.

Should you have any questions or comments regarding this information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By:

  
Jeffrey J. Contelmo, P.E.  
President/Principal Engineer

JJC/amh

Insite File No. 09146.100

# Change Order

No. CO-04

Date of Issuance: 03/21/14

Effective Date: 03/21/14

Project: Town of Kent Route 52 Sewer District	Owner: Town of Kent, NY	Owner's Contract No.: N/A
Contract: General Construction	Date of Contract: 9/12/13	
Contractor: Merritt Construction Inc.	Engineer's Project No.: 09146.100	

**The Contract Documents are modified as follows upon execution of this Change Order:**

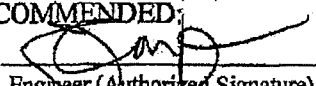
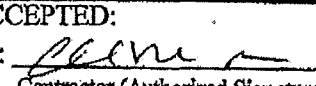
**Description:**

Delays and reduced production due to rock excavation beyond limits and quantity expected in contract based on S

**Attachments (list documents supporting change):**

Rock removal summary dated January 10, 2014.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$2,396,642.00	Original Contract Times: <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>2/7/14</u> Ready for final payment (days or date): <u>3/7/14</u>
[Increase] from previously approved Change Orders No. <u>CO-01</u> to No. <u>CO-03</u> :  \$57,011.77	[Increase] [Decrease] from previously approved Change Orders No. <u>CO-01</u> to No. <u>CO-03</u> : Substantial completion (days): <u>14</u> Ready for final payment (days): <u>14</u>
Contract Price prior to this Change Order:  \$2,453,653.77	Contract Times prior to this Change Order: Substantial completion (days or date): <u>2/21/14</u> Ready for final payment (days or date): <u>3/21/14</u>
[Increase] of this Change Order:  \$30,699.75	Increase of this Change Order: Substantial completion (days or date): <u>7 days</u> Ready for final payment (days or date): <u>7 days</u>
Contract Price incorporating this Change Order:  \$2,484,353.52	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>2/28/14</u> Ready for final payment (days or date): <u>3/28/14</u>

RECOMMENDED: By:  Engineer (Authorized Signature) Date: <u>3/21/14</u> Approved by Funding Agency (if applicable):	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By:  Contractor (Authorized Signature) Date: <u>3/21/14</u> Date: _____
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Merritt Construction Inc.  
6 Staghorn Road  
Saugerties, New York 12477  
Phone (845) 246-2138  
Fax (845) 247-9362  
Email: MerrittConst1986@aol.com

Insite Engineering  
3 Garrett Place  
Carmel, NY 10512

Reference: Change Order #4 – Rock

Dear Eric,

Based on the test borings provided with in the contract documents, rock was indicated at boring 104 at 15' depth. Boring 111 & 105 indicated no rock down to 14' in depth. Installation of pipe was between MH12 & SMC016 – the pipe was installed as per plan grade, the average depth is 8' deep. The rock was encountered full depth, approximately 160' North of MH12 – and approximately 20' North of boring 105 to approximately 10' West of MH13 additional rock encountered to area of MH14. Based on boring information provided in boring logs full depth rock would not be anticipated. Due to full depth rock – lost production was incurred and pipe crew had to demobilize and remobilize. Larger rock removal equipment was mobilized to site for rock removal. The unanticipated depth of rock has caused Merritt Construction lost production. Merritt Construction is seeking compensation for the lost production.

Thank you,



Charles Merritt Jr





**Rock Removal Summary  
SMH 12 to SMH 13  
Town of Kent Route 52 Sewer District  
March 21, 2014**

The installation of sewer main between sewer manholes SMH 12 and SMH 13 was impeded by a large quantity of rock encountered during excavation for the sewer main. The rock limited productivity for the contractor in this area. The rock removal took six days to complete, November 6, 7, 8, 11, 12, and 13, 2013. The quantities of Bid Items that were installed were severely limited due to the rock. As the contractor encountered significant additional costs due to the rock, beyond what was initially expected based on soil boring data, the contractor is requesting additional compensation for these costs. The additional compensation will be based on the cost of equipment, labor and material bourn by the contractor for six subject days less the compensation received by the contractor for the contract Bid Items as summarized below. Please note that though minor amounts of rock were in other areas prior to November 6 (including but not limited to the installation of SMH 13, SMH 14, SMH 15, SMC0 16 and the sewer main connecting these structures), the rock in these areas was minimal and within levels anticipated by the contract.

**Summary of Compensation During Rock Removal SMH 12 to SMH 13**

Description	BID ITEM	UNIT	UNIT PRICE	11/6	11/7	11/8	11/11	11/12	11/13	Quantity Total	Total Price
				Wed.	Thurs.	Fri.	Mon.	Tue.	Wed.		
8" Gravity SDR35 Sewer Main (<6')	4a	LF	\$79.00	-	-	-	49	83	-	132	\$10,428.00
8" Gravity SDR35 Sewer Main (6' to <9')	4b	LF	\$112.00	-	-	-	-	-	14	14	\$1,568.00
8" Gravity SDR21 Sewer Main (9' to <12')	5c	LF	\$128.00	20	-	20	20	40	20	120	\$15,360.00
4" SDR 35 Sewer Service lateral w/cleanout	9a	LF	\$43.80	-	6	-	-	39	-	45	\$1,971.00
Sewer Main Clean Out, SDR-35	10a	EA	\$550.00	-	-	-	-	1	-	1	\$550.00
Rock Excavation	18	CY	\$275.00	10	19	20	22	19	12	102	\$28,050.00
Erosion Control	19	LS	\$88,900.00	-	-	-	-	-	-	0.024	\$2,133.60
Maintenance & Protection of Traffic	20	LS	\$116,764.00	-	-	-	-	-	-	0.024	\$2,802.34
<b>Total</b>										<b>\$62,862.94</b>	

### Summary of Costs During Rock Removal SMH 12 to SMH 13

Subtotal Equipment and Labor Cost: \$13,188.94/day x 6 days = **\$79,133.64**

Subtotal Material Cost:

Material	Unit	Unit Cost	Quantity	Extended Cost
8" diameter SDR-35	LF	\$3.27	146	\$477.42
8" diameter SDR-21	LF	\$5.45	120	\$654.00
4" diameter SDR-35	LF	\$0.84	45	\$37.80
¾" crushed stone	CY	\$22.00	48	\$1,056.00
Sub Total Material Cost				<b>\$2,225.22</b>

Equipment Labor Cost: \$79,133.64

Subtotal Material Cost: \$2,225.22

Total Cost: **\$81,358.86**

Plus 15% Overhead and Profit: \$81,358.86  
x1.15

Total Cost with Overhead and Profit: **\$93,562.69**

### Additional Compensation Due

Total Cost: \$93,562.69

Less Unit Price Payment: (\$62,862.94)

**\$30,699.75**

Merritt Construction Inc.  
6 Staghorn Road  
Saugerties, New York 12477  
Phone (845) 246-2138  
Fax (845) 247-9362  
Email: MerrittConst1986@aol.com

January 18, 2014

Insite Engineering  
3 Garrett Place  
Carmel, NY 10512

Rt 52 Kent Sewer  
Rock Adjustment Costs

Main Line Crew Costs

Labor:

3ea Operators @ \$101.40/hr ea - 304.20  
3ea Laborers @ 74.54/hr ea - 223.62  
2ea Flagger @ 65.72/hr ea - 131.44  
2ea Teamster @ 84.97/hr ea - 169.94

Equipment

1 - 320CL Excavator @ 102.55/hr - 102.55  
1 - IT28 Loader @ 52.79/hr - 52.79  
1 - E120B Backhoe @ 56.00/hr - 56.00  
1 - NPK C-12 Hydraulic Compactor @ 19.89/hr - 19.89  
2 - Tri Axle Rear Dump @ 98.68/hr ea - 197.36

Crew Hour - 1,257.79

Crew Day 8 hr - 10,062.32 (no O&P)

Rock Hammer K-360PC - \$ 9,000.00  
Rental Tax - 787.50  
Fuel Weekly - 1,289.60  
Operator Weekly - 4,056.00  
Mobilize / Demobilize - 500.00

15,633.10 Weekly (no O&P)  
3,126.62 Daily Cost (no O&P)

Total Per Day - 10,062.32  
3,126.62  
13,188.94

# EQUIPMENT WATCH

www.equipmentwatch.com

## Rental Rate Blue Book®

January 3, 2014

### NPK C-12C

Hydraulic Compactors For Backhoe Mounting

Size Class:

20,001 lbs & Over 20,001 lbs & Over

Weight:

4,350 lbs.

### Configuration for C-12C

Impulse Force

45,000 lbs

Cycles per Minute

2,200

Equipment Notes: Hydraulic kit included unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$2,295.00	\$645.00	\$180.00	\$24.00	\$6.85	\$19.89
Adjustments						
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$2,295.00	\$645.00	\$180.00	\$24.00	\$6.85	\$19.89

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$1,032.75 / mo
Overhaul (ownership)	45%	\$1,032.75 / mo
CFC (ownership)	2%	\$45.90 / mo
Indirect (ownership)	7%	\$180.85 / mo
Fuel (operating)		

Fuel cost data is not available for these rates.

Revised Date: 2nd Half 2013

# EQUIPMENT WATCH

www.equipmentwatch.com

## Rental Rate Blue Book®

January 7, 2014  
1/2/14

Caterpillar IT28G (discr 2006)  
4-Wd Articulated Wheel Loaders

Size Class:  
135 - 149 HP 135 - 149 HP  
Weight:  
27,256 lbs.



### Configuration for IT28G

Power Mode Diesel Bucket Capacity - Heaped 2.35 cu  
Net Horsepower 143.0 Operator Protection EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,455.00	\$970.00	\$245.00	\$37.00	\$31.55	\$51.24
Adjustments						
Region (New York, 107.9%)	\$273.74	\$70.63	\$19.36	\$2.92		
Model Year (2006: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Totals	\$3,738.74	\$1,040.63	\$264.36	\$39.92	\$31.55	\$52.79

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	\$1,524.60 / mo
Overhaul (ownership)	38%	\$1,318.70 / mo
GPO (ownership)	6%	\$207.90 / mo
Indirect (ownership)	12%	\$415.80 / mo
Fuel (operating) @ \$3.56	58%	\$18.33 / hr

Revised Date: 2nd Half 2013

# EQUIPMENT WATCH

www.equipmentwatch.com

## Rental Rate Blue Book®

Caterpillar 320C L (disc 2008)  
Crawler Mounted Hydraulic Excavators

January 27, 2014



Size Class:  
19.1 - 21.0 MTons 19.1 - 21.0 MTons  
Weight:  
48,300 lbs.

### Configuration for 320C L

Power Mode	Diesel	Bucket Capacity - Heaped	2.25 cy
Operating Weight	23,142 MT	Net Horsepower	138.0

Equipment Notes: Bucket included in rate, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 178 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$8,360.00	\$2,340.00	\$565.00	\$88.00	\$51.25	\$39.75
Adjustments						
Region (New York 100%)	\$688.80	\$187.20	\$46.80	\$7.04		
Model Year (2008: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$9,028.80	\$2,527.20	\$631.80	\$95.04	\$51.25	\$102.55

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	\$3,200.40 / mo
Overtures (ownership)	48%	\$4,012.80 / mo
CFC (ownership)	5%	\$418.00 / mo
Indirect (ownership)	8%	\$668.90 / mo
Fuel (operating) @ \$3.88	45%	\$23.07 / hr

Revised Date: 2nd half 2013



www.equipmentwatch.com

## Rental Rate Blue Book®

January 8, 2014

### On-Highway Rear Dumps Miscellaneous Models

#### Size Class:

60,001 GVW & Over 60,001 GVW & Over

### Configuration for On-Highway Rear Dumps

Power Mode	Diesel	Axle Configuration	8X4
Maximum Gross Vehicle Weight	85,000 lbs	Struck Capacity	15 - 18 cy
Horsepower	450.0		

Equipment Notes: Highway type rear dump equipment presents a broad variance in list price for similar load rated capacities. Engine, axle, and transmission combinations can significantly vary the rate. Costs listed here reflect an average purchase price average purchase price and are presented only for comparative purposes.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 178 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$5,275.00	\$1,475.00	\$370.00	\$56.00	\$71.75	\$101.72
Adjustments						
Region (New York 108%)	\$422.00	\$118.00	\$29.60	\$4.48		
Model Year (2001: 83.2%)	(\$957.10)	(\$267.62)	(\$67.13)	(\$10.16)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$4,739.90	\$1,325.38	\$332.47	\$50.32	\$71.75	\$98.68

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	53%	\$2,795.75 / mo
Overhaul (ownership)	31%	\$1,635.25 / mo
CFC (ownership)	4%	\$211.00 / mo
Indirect (ownership)	12%	\$633.00 / mo
Fuel (operating) @ \$3.98 / gal	70%	\$50.15 / hr

Revised Date: 2nd Half 2013

# EQUIPMENT WATCH

www.equipmentwatch.com

## Rental Rate Blue Book®

Caterpillar E120B (disc. 1993)  
Crawler Mounted Hydraulic Excavators

January 3, 2014



Size Class:  
12.1 - 14.0 MTons 12.1 - 14.0 MTons  
Weight:  
28,300 lbs.

### Configuration for E120B

Power Mode	Diesel	Bucket Capacity - Heaped	55 cu
Operating Weight	14.1 MT	Net Horsepower	84.0

Equipment Notes: Bucket included in rate, unless otherwise noted.

### Blue Book Rates

~ FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate™
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,245.00	\$1,190.00	\$300.00	\$45.00	\$29.95	\$54.07
Adjustments						
Region (New York 108%)	\$339.60	\$85.20	\$24.00	\$3.60		
Model Year (1993: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$4,584.60	\$1,285.20	\$324.00	\$48.60	\$29.95	\$58.00

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	\$1,898.00 / mo
Overhaul (ownership)	46%	\$1,952.70 / mo
CFC (ownership)	5%	\$212.25 / mo
Indirect (ownership)	9%	\$382.05 / mo
Fuel (operating) @ \$3.98	40%	\$12.04 / hr

Revised Date: 2nd Half 2013



same  
UNION ⇒ health & organization

Firefighter		Laborers	
Reg	OT	Reg	OT
Base 27.85	41.78	Base 34.20	51.30
Benefits 19.45	19.45	Benefits 19.45	19.45
FICA 7.65%	61.23	FICA 7.65%	70.75
NYS 9.9%	4.68	NYS 9.9%	5.41
WC 12.18%	5.76	WC 12.18%	7.00
GL 8.63%	4.08	GL 8.63%	8.62
FUTA 6%	0.28	FUTA 6%	6.11
	85.08		0.42
			74.54
			98.31

Operators Rates	
Reg	OT
Base 47.17	70.76
Benefits 25.80	25.80
FICA 7.65%	72.97
NYS 9.9%	96.56
WC 12.18%	5.58
GL 8.63%	7.39
FUTA 6%	7.22
	9.56
	11.76
	8.39
	8.33
	0.44
	0.58
	101.40
	134.18

Teamster	
Reg	OT
Base 39.37	59.06
Benefits 21.77	21.77
FICA 7.65%	61.14
NYS 9.9%	80.83
WC 12.18%	4.68
GL 8.63%	6.05
FUTA 6%	8.00
	7.45
	9.85
	6.98
	5.28
	0.37
	0.48
	84.97
	112.32

6.2 + 1.45

FICA in SS & Medicare

NYS unemployment

WC workman's Comp based on insured carrier charges ⇒

GL general labor - insurance carrier charges ⇒

FUTA unemployment federal unemployment

NYS rate insurance  
NYS makes  
Comp

insured carrier charges ⇒  
- 1st Yearly



The Vellano Corporation- Wappingers  
 29 Vellano Drive  
 WAPPINGERS FALLS NY 12590  
 845-838-1010 Fax 845-838-1047

Bid  
 Page # 4  
 S1959547

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
42	900Lf	SDR213 3" PVC SDR21 CL 200 PSI WATER PIPE 20' LENGTH	0.920 ✓	828.00
43		8b		
44	2280Lf	SDR213 3" PVC SDR21 CL 200 PSI WATER PIPE 20' LENGTH	0.920 ✓	2097.60
45		8c		
46	200ea	DR93IPSGN 3" DR9 IPS HDPE PIPE W/ GREEN STRIPE *** No Cancellation or Return ***	2.030 ✓	406.00
47		8d		
48	1100ea	DR93IPSGN 3" DR9 IPS HDPE PIPE W/ GREEN STRIPE *** No Cancellation or Return ***	2.030 ✓	2233.00
49		9a		
50	700FT	SDR354 4" PVC SDR35 PVC GRAVITY SEWER PIPE, 14' GASKETED 2825655	0.840 ✓ <i>0.97 1.12145</i>	588.00
51		9b		
52	500Lf	SDR214 4" PVC SDR21 CL 200 PSI WATER PIPE 20' LENGTH 1367779	1.530 ✓	765.00
53		9C		
54	100ea	DR94IPSGN 4" DR9 IPS HDPE PIPE W/ GREEN STRIPE *** No Cancellation or Return ***	3.140 ✓	314.00
55		10a		
56	5ea	SDR35Y84 8 X 4 PVC SDR 35 WYE G308-4	24.950 ✓	124.75
57	5ea	PVCCOA4 4" PVC CLEANOUT ADAPTER SEWER AND DRAIN	4.000 ✓	20.00

Quantities and descriptions are believed to be true but are not guaranteed for accuracy. All "take-offs" should be reviewed by customer prior to placing an order. Prices are in effect as of 08/09/13 but are subject to change at time of shipment. All contracts and shipments are contingent on strikes, accidents and other causes beyond our control. This quotation is subject to the addition of any tax imposed by any present or future Federal, State, County or Municipal Law. All sales are subject to the attached terms and condition



The Vellano Corporation- Wappingers  
 29 Vellano Drive  
 WAPPINGERS FALLS NY 12590  
 845-838-1010 Fax 845-838-1047

Bid  
 Page # 1  
 S1959547

BID TO
CONTRACTOR QUOTE BR# 2 29 VELLANO DRIVE WAPPINGERS FALLS, NY 12590

QUOTE TO
CONTRACTOR QUOTE BR# 2 Merritt Construction rt 52 Sewer KENT, NY 10512

JOB	OFFICE	TERMS	FL	SHIP BR	PRICE BR
Rt52 Sewer Kent NY	Ric Bor	SUBJECT TO CREDIT APPRV		VC02	VC02
QUOTED	REQUIRED	SALES PERSON	PHONE	QUOTED TO	EXPIRE ON
08/09/13	08/09/13	Beacon			09/08/2013

ITEM NUMBER	QTY	DESCRIPTION	Unit Price	REL PRICE
1		***** Shipping Instructions ***** * All deliveries made on Vellano Bros., * * Inc. company vehicles will be subject * * to a fuel surcharge. * ***** 4a		
2	728Lf	SDR358 8" PVC SDR35 GRAVITY SEWER PIPE	3.760 3.27 @ 1.5 ✓	2380.56
3		4b		
4	810Lf	SDR358 8" PVC SDR35 GRAVITY SEWER PIPE	3.270 ✓	2648.70
5		4c		
6	216Lf	SDR358 8" PVC SDR35 GRAVITY SEWER PIPE	3.270 ✓	706.32
7		5a		
8	170Lf	SDR218 8" PVC SDR21 CL 200 PSI WATER PIPE 20' LENGTH	6.27 5.450 ✓ 5.15 @ 1.15	926.50
9		5b		

Quantities and descriptions are believed to be true but are not guaranteed for accuracy. All "take-offs" should be reviewed by customer prior to placing an order. Prices are in effect as of 08/09/13 but are subject to change at time of shipment. All contracts and shipments are contingent on strikes, accidents and other causes beyond our control. This quotation is subject to the addition of any tax imposed by any present or future Federal, State, County or Municipal Law. All sales are subject to the attached terms and condition



Peckham Industries, Inc.  
20 Haarlem Avenue, White Plains, NY 10603  
(914) 949-2000

<b>Job Description:</b> KENT SEWER PROJECT	
<b>Quote Date:</b> AUG. 14, 2013 <b>Job Completion Date:</b> DEC. 31, 2013 <b>Quote Expiration:</b> SEP. 13, 2013 <b>Project Location:</b> KENT NY <b>Asphalt Base Price:</b> 0.000	<b>Customer:</b> Merritt Construction, Inc. 6 Staghorn Drive Saugerties, NY 12477  <b>Project Contact Name:</b> Charlie Merritt <b>Project Phone No:</b> (845) 246-2138 <b>Project Fax No:</b> (845) 247-9360 <b>Project Contact Email:</b> merrittconst1986@aol.com  <b>Job No:</b> <b>P.O. No:</b>
<b>Salesman Information</b> <b>Name:</b> Jack Reynaud <b>Phone:</b> 914-949-2000 <b>Mobile:</b> <b>Fax:</b> 914-949-2075 <b>Email:</b> jreyn@peckham.com <b>Quote ID:</b> 10000028600 - 1	

Quantity	Unit of Measure	Product Description / DOT Item Code	Conv Factor	QC Index	Unit Price		Extended Total	
					FOB	Delivered	FOB	Delivered
<b>79 - Patterson Quarry (79)</b>								
260	Tons	#2 STONE 3/4			17.00	22.00	4,420.00	5,720.00
825	Tons	304. - ITEM 4			11.50	16.50	9,487.50	13,612.50
900	Tons	203.07 SELECT GRANULAR FILL			11.50	16.50	10,350.00	14,850.00
40	Tons	PROC.STONE ITEM 4' 3/4			12.50	17.50	500.00	700.00
40	Tons	LIGHT STONE FILL			19.00	25.00	760.00	1,000.00
40	Tons	#3 STONE 1 1/4 OR 1 1/2			17.00	22.00	680.00	880.00
40	Tons	WASHED SAND			19.00	24.00	760.00	960.00
40	Tons	08623-12 CA2 - 1&2 MIXED STN.			17.00	22.00	680.00	880.00
<b>36 - Carmel Blacktop (36)</b>								
350	Tons	403.17 M TYPE 6F3 TOP			78.00		27,300.00	
670	Tons	402.12 M SUPER PAVE HMA 12.5 MM			78.00		52,260.00	
					Tax not included			
					Total		107,197.50	38,602.50

1.) Superpave. This project may include Superpave asphalt or other HMA items, as well as payment adjustments for in-place density, joint construction, and smoothness. The Contractor agrees to full payment for all asphalt materials which meet the specification and are approved at the plant by DOT's Material Bureau, subject to a Plant QC/QA Adjustment (if any) described in Paragraph 2, below. Contractor agrees that Peckham will not be held responsible for reduced payments made by NYSDOT or other Agency resulting from placement deficiencies including, but not limited to, mat density, joint construction, and pavement smoothness.

@15% of P #25<sup>30</sup>

01/10/2014 14:11 FAX 8452472877  
01/10/2014 2:17PM FAX 845 248 2138

MERRITT CONSTRUCTION  
MERRITT CONSTRUCTION

001/001  
0001/0001



PINE BUSH EQUIPMENT CO., INC.

24 Sybil Cour  
Holmes, New York 12531  
845-878-4004 • Fax 845-878-9747  
www.pbeinc.com

Ship To:

MERRITT CONSTRUCTION  
ON ROAD RT52  
LAKE CARMEL NY 00000

Invoice To:

MERRITT CONSTRUCTION  
6 STAGHORN DRIVE  
SAUGERTIES, NY 12477

Branch 02 - Holmes, NY *REPRINT*		
Date 12/11/2013	Time 23:40:10 (8)	Page 1
Account No. MERRIT002	Phone No. 8452462138	Invoice No. R27801
Ship Via	Purchase Order	
Sales Tax License No.	Federal Employer No.	
		Salesperson 812 /

### RENTAL

DESCRIPTION INVOICE #: R27801 FOR CONTRACT #: 015804 AMOUNT

\*\*PLEASE READ NOTICES AND CONDITIONS LOCATED ON BOTH SIDES OF YOUR CONTRACT\*\*  
\*\* BILLING CONTINUES UNTIL CUSTOMER NOTIFIES PBE TO PICKUP MACHINE OR \*\*  
\*\* CUSTOMER RETURNS MACHINE TO OUR YARD \*\*  
\*\* PLEASE RETURN FULL OF FUEL, OR WE WILL FILL TANK AND CHARGE YOU \*\*

RT52 EAST PAST RT311 SEE JOBSITE ON -L- LANE CLOSURE  
CHARLIE 845-247-2877 CELL 845-389-6348  
ONSITE CHIP 845-901-4389  
11-27-13 EMAILED MACHINE INFO FOR INSURANCE

#### PC360LC-10 EXCAVATOR

Stock #: E08470 Serial #: A32054  
Date out: 12/11/2013 08:30 Expected return date: 12/09/2013 08:30  
Machine hours out: 1989  
Rates: 4250.00/WEEK

#### GHB-170 HAMMER

Stock #: A010223 Serial #: GHB170-13-0002/14X09  
Date out: 12/11/2013 08:30 Expected return date: 12/09/2013 08:30  
Machine hours out: 1942  
Rates: 4250.00/WEEK

#### MISCELLANEOUS CHARGES/CREDITS

TRUCKING - HOLMES

QTY: 1	PRICE:	350.00	350.00
	Damage Waiver:	1020.00	
	Subtotal:	9870.00	
	PU-Putnam County:	741.19	
	Total Charge:	10611.19	

TERMS: NET 30 DAYS FROM INVOICE FOR CREDIT APPROVED CUSTOMERS ONLY. ALL OTHERS ARE ON A C.O.D. BA  
A 1-1/2% per month FINANCE CHARGE (ANNUAL PERCENTAGE RATE OF 18%) will be applied to past due balances. All  
merchandise will remain in seller's name until paid in full. Collection and attorney fees incurred to collect any unpaid balances will  
be assumed by purchaser. All sales final on special order and electrical items. Returns allowed on stocking items only, within 30

CO-05



March 24, 2014

Kent Town Board  
25 Sybil's Crossing  
Kent Lakes, New York 10512

RE: Route 52 Sewer District  
Change Order CO-05

Dear Supervisor Fleming and Members of the Board:

The enclosed materials are provided per your request for additional information regarding the contractor's claim for additional compensation for directional drilling operations. The claim request from the contractor is enclosed herewith describing why they are seeking additional compensation.

Merritt Construction approached Insite for additional compensation for directional drilling for the Route 52 crossings at road stations STA 30+25 and STA 50+87 on or about November 1, 2013. Their claim was that the unanticipated subsurface conditions were requiring additional directional drilling attempts and cost above what was included in their bid price. Merritt had claimed that their bid price was based on 2 attempts or approximately on full day of work and requested compensation for all attempts required beyond 2 attempts.

Insite requested from Merritt support documents to show what the costs the contractor was experiencing for the directional drilling. Merritt provided equipment costs from Equipment Watch, a company that calculates the cost to operate construction equipment, costs which are used on similar construction projects. The information from Equipment Watch is enclosed herewith. Merritt also provided there cost for there employees working on the directional drilling for this time period. The cost for each type of worker is enclosed herewith. The total cost per attempt of \$1,465.55 is calculated by Merritt on the summary enclosed herewith. The cost is based on an attempt taking 4 hours.

Insite negotiated with Merritt to reduce the requested compensation for all attempts beyond 2 to all attempts beyond 3. This negotiation resulted in a reduction in change order value of \$3,370.77 when 15% is included for overhead and profit. This reduction was already in place on the previous revision of the change order before the Town.

Insite evaluated the claim based on the contract information provided, and the costs to the contractor and the level of effort and time anticipated by the unit bid price. The cost for the directional drilling had greatly exceeded the amount of the unit price bid. Insite also took into account other directional drilled portions of the project that had been completed by Merritt. The level of effort on the subject crossing exceeded what had been required of Merritt to successfully complete approximately 590 feet of directional drilling for three forcemain pipes. As shown by the number of attempts and level of effort required, the subsurface conditions were materially different than what the contractor anticipated from what was shown or indicated in the contract documents. For these reasons the claim was deemed valid.

Since the previous revision of the change order was before the Town, Insite has continued to negotiate with Merritt. Insite has gotten Merritt to agree that two of the attempts at the STA 30+25 do not meet the requirements for additional compensation reducing the additional compensation attempts from 6 to 4 for this location. The attempts that meet the criteria and days the attempts were made were summarized in the attached email from Ed Kern of Merritt. The value of the change order is calculated on the Directional Drilling Summary attached herewith.

---

3 Garrett Place, Carmel, New York 10512 (845) 225-9690 Fax (845) 225-9717  
[www.insite-eng.com](http://www.insite-eng.com)

The recalculated value of the change order results in the change order being reduced from \$16,854.06 to \$13,483.06.


We recommend the Town Board approve the change order based on the reasons cited above.

Should you have any questions or comments regarding this information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By:

  
Jeffrey J. Contelmo, P.E.  
President/Principal Engineer

JJC/EMS/amh

Insite File No. 09146.100

# Change Order

No. CO-05

Date of Issuance: 03/21/14

Effective Date: 03/21/14

Project: Town of Kent Route 52 Sewer District	Owner: Town of Kent, NY	Owner's Contract No.: N/A
Contract: General Construction		Date of Contract: 9/12/13
Contractor: Merritt Construction Inc.		Engineer's Project No.: 09146.100

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:  
Additional directional drilling for pipe crossings of NYS Route 52 due to unexpected subsurface conditions at project stations STA 30+25 and STA 50+37.

Attachments (list documents supporting change):  
Cost summary sheet.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$2,396,642.00	Original Contract Times: <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>2/7/14</u> Ready for final payment (days or date): <u>3/7/14</u>
[Increase] from previously approved Change Orders No. <u>CO-01</u> to No. <u>CO-04</u> :  \$87,711.52	[Increase] [Decrease] from previously approved Change Orders No. <u>CO-01</u> to No. <u>CO-04</u> : Substantial completion (days): <u>21</u> Ready for final payment (days): <u>21</u>
Contract Price prior to this Change Order:  \$2,484,353.52	Contract Times prior to this Change Order: Substantial completion (days or date): <u>2/28/14</u> Ready for final payment (days or date): <u>3/28/14</u>
[Increase] of this Change Order:  \$13,483.06	Increase of this Change Order: Substantial completion (days or date): <u>7 days</u> Ready for final payment (days or date): <u>7 days</u>
Contract Price incorporating this Change Order:  \$2,497,836.58	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>3/7/14</u> Ready for final payment (days or date): <u>4/4/14</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>3/21/14</u>	Date: _____	Date: <u>3/21/14</u>
Approved by Funding Agency (if applicable):		

Date: \_\_\_\_\_



Merritt Construction Inc.  
6 Staghorn Road  
Saugerties, New York 12477  
Phone (845) 246-2138  
Fax (845) 247-9362  
Email: MerrittConst1986@aol.com

Insite Engineering  
3 Garrett Place  
Carmel, NY 10512

Reference: Change Order #5 – Directional Drill

Dear Eric,

Looking at the drilling locations on the plans and using the boring log, which indicated sand gravel and cobbles. Merritt had to make as many as ten attempts and three relocations to accomplish a single boring. Due to obstructions to date, not all borings have been completed. Due to the obstructions, Merritt has sustained lost production and substantial damage to drilling equipment, not to be incurred in the course of normal drilling operations. This reason we are seeking compensation.

Thank you,



Charles Merritt Jr.

## Eric Schlobohm

---

**From:** edward kern [e3gk21@optimum.net]  
**Sent:** Monday, March 17, 2014 7:36 PM  
**To:** Eric Schlobohm; merriitt; Ed Kern  
**Subject:** direct drill MH 11-11A and station 30+25

Eric,

For 8" MH 11-11A :

10/30/13 - two attempts, refusal  
12/11/13 - " " "  
12/12/13 - " " "  
12/16/13 - one a tempt , reamer spindle failure ,

remainder day recovery

12/18/13 - repair reamer spindle begin pull back  
12/19/13 - complete

For 4" station 30+25 :

10/28/13 - two a tempts, refusal  
10/29/13 - " " "  
10/30/13 - relocate north, two a tempts  
10/31/13 - one attempt, pullback

Labor / Equipment - NO MATERIAL

Per Attempt:

Labor -

1- operator 4 hrs @ 101. <sup>40</sup>	405.60
2- Laborers 4 hrs @ 74. <sup>54</sup>	596.32

Equipment:

1- 1220 Drill Equip With 53.13 x 4 hr.	214.92
--	--------

1- MUD UNIT FM 13 (Ditch Witch)	
7 <sup>61</sup> lbs Fuel 3 <sup>70</sup> / hr = 11 <sup>37</sup> / hr x 4 hr	45.48

1- F11-30 (Ditch Witch)	
25 <sup>2</sup> / hr + 8 <sup>60</sup> / hr Fuel = 34 <sup>07</sup> x 4 hr.	136.28

1- Cat 416-C It Backhoe Loader	
1 hr @ 40 <sup>51</sup> / hr	40.51

1- Cat 304.5 Excavator	
1 hr @ 26.44 / hr	26.44

COST \$ 1465.51<sup>5</sup>

No DEP



**Directional Drilling Summary**  
**Project Stations STA 30+25 and STA 50+87**  
**Town of Kent Route 52 Sewer District**  
**March 21, 2014**

As concluded by negotiation between Insite Engineering and Merritt Construction, 7 valid directional drilling attempts were made at each location to complete the directionally drilled road crossing at the subject project stations. The additional compensation is calculated below:

**STA 30+25:**

Total Attempts:	7
Less Attempts Negotiated for Bid:	<u>3</u>
Attempts for Additional Compensation:	4

**STA 50+87:**

Total Attempts:	7
Less Attempts Negotiated for Bid:	<u>3</u>
Attempts for Additional Compensation:	4

Total attempts requested for additional compensation for subject locations: 8

Equipment and labor cost per attempt: \$1,465.55

Total labor/equipment cost for 8 attempts: \$11,724.40

Plus 15% for Overhead and Profit: \$1,758.66

**Total Cost with Overhead and Profit: \$13,483.06**



www.equipmentwatch.com

## Rental Rate Blue Book®

January 7, 2014

### Horizontal Directional Drills Miscellaneous Models

Size Class:  
10,001-15,000 lbs 10,001-15,000 lbs

### Configuration for Horizontal Directional Drills

Power Mode	Diesel	Spindle Torque	1,600 ft-lb
Net Horsepower	56.0 hp		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly \$24.10	FHWA Rate** Hourly \$54.04
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$5,270.00	\$1,475.00	\$370.00	\$56.00		
Adjustments						
Region (New York 109.1%)	\$479.57	\$134.22	\$33.67	\$5.10		
Model Year (2009: 90.7%)	(\$534.71)	(\$149.66)	(\$37.54)	(\$5.68)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$5,214.86	\$1,459.56	\$366.13	\$55.42	\$24.10	(\$53.73)

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	59%	\$3,109.30 / mo
Overhaul (ownership)	24%	\$1,264.80 / mo
CFC (ownership)	5%	\$263.50 / mo
Indirect (ownership)	12%	\$632.40 / mo
Fuel (operating) @ \$3.94	29%	\$7.06 / hr

Revised Date: 1st Half 2014



497 Fishkill Ave, Beacon, NY 12508 (845) 381-1800 Fax (845) 207-3605

Quote For: MERRITT CONSTRUCTION

1/8/14

Attn: ED/KATHY

### Rental Quote

Qty	Equipment	Day	Week	Month	Round Trip Trucking
1	DITCH WITCH FM-13V FLUID MIXING SYSTEM	\$150	\$450	\$1350	

Comments:

Terms: Net 30 days

14% fuel surcharge will be applied to all round trip trucking rates.

**ALL RENTALS ARE TO BE PAID IN ADVANCE UNLESS OTHERWISE SPECIFIED  
RENTALS SUBJECT TO SALES TAX AND EQUIPMENT AVAILABILITY  
QUOTE IS ONLY VALID FOR 30 DAYS FROM DATE ABOVE**

Authorized By: \_\_\_\_\_

Approved By: \_\_\_\_\_



497 Fishkill Ave, Beacon, NY 12508 (845) 381-1800 Fax (845) 207-3605

Quote For: MERRIT CONSTRUCTION

1/8/14

Attn: ED KERN

### Rental Quote

Qty	Equipment	Day	Week	Month	Round Trip Trucking
1	DITCH WITCH FX30 VAC	500.00	1500.00	4500.00	

Comments:

Terms: Net 30 days

14% fuel surcharge will be applied to all round trip trucking rates.

**ALL RENTALS ARE TO BE PAID IN ADVANCE UNLESS OTHERWISE SPECIFIED  
RENTALS SUBJECT TO SALES TAX AND EQUIPMENT AVAILABILITY  
QUOTE IS ONLY VALID FOR 30 DAYS FROM DATE ABOVE**

Authorized By: BILL DURR

Approved By:

# EQUIPMENT WATCH

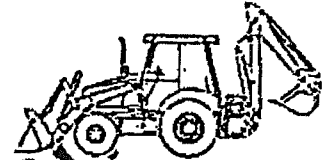
www.equipmentwatch.com

## Rental Rate Blue Book®

January 7, 2014

Caterpillar 416C IT (disc, 2001)  
Tractor-Loader-Backhoes

Size Class:  
14' to Under 15' 14' to Under 15'  
Weight:  
13,942 lbs.



### Configuration for 416C IT

Power Mode	Diesel	Drive	4WD
Loader Bucket Capacity—Heaped	1.25 cy	Backhoe Stick	Extendable
Net Horsepower	80.01	Operator Protection	EROPS

Equipment Notes: Includes General Purpose loader bucket, backhoe bucket, and ROPS, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$2,710.00	\$760.00	\$190.00	\$29.00	\$23.90	\$39.30
Adjustments						
Region (New York 107.9%)	\$214.09	\$60.04	\$15.01	\$2.29		
Model Year (2001: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$2,924.09	\$820.04	\$205.01	\$31.29	\$23.90	\$40.51

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	\$975.60 / mo
Overhaul (ownership)	45%	\$1,219.50 / mo
CFC (ownership)	6%	\$162.60 / mo
Indirect (ownership)	13%	\$352.30 / mo
Fuel (operating) @ \$3.98	52%	\$12.39 / hr

Revised Date: 2nd Half 2013



# EQUIPMENT WATCH

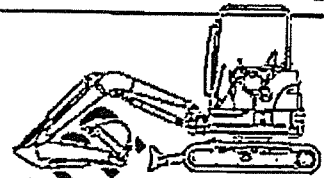
www.equipmentwatch.com

## Rental Rate Blue Book®

January 7, 2014

Caterpillar 304.5 (disc 2003)  
Crawler Mounted Compact Excavators

Size Class:  
4.1 - 5.0 MTons 4.1 - 5.0 MTons  
Weight:  
10,005 lbs.



### Configuration for 304.5

Power Mode	Diesel	Operating Weight	4,959 MT
Operator Protection	EROPS	Bucket Capacity - Heaped	4.7 cft
Net Horsepower	36.0		

Equipment Notes: Bucket included in rate, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$2,190.00	\$615.00	\$155.00	\$23.00	\$13.00	\$25.44
Adjustments						
Region (New York: 108%)	\$175.20	\$49.20	\$12.40	\$1.84		
Model Year (2003: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$2,365.20	\$664.20	\$167.40	\$24.84	\$13.00	\$26.44

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46%	\$1,007.40 / mo
Overhaul (ownership)	36%	\$788.40 / mo
CFC (ownership)	6%	\$131.40 / mo
Indirect (ownership)	12%	\$262.80 / mo
Fuel (operating) @ \$3.98	45%	\$5.87 / hr

Revised Date: 2nd Half 2013

As of July 1, 2012 Kent

Flagger			Laborers		
	Reg	OT		Reg	OT
Base	27.85	41.78	Base	34.20	51.30
Benefits	19.45	19.45	Benefits	19.45	19.45
	47.30	61.23		53.65	70.75
Fica 7.65%	3.62	4.68	Fica 7.65%	4.10	5.41
NYS 9.9%	4.68	6.06	NYS 9.9%	5.31	7.00
WC 12.18%	5.76	7.46	WC 12.18%	6.53	8.62
GL 8.63%	4.08	5.28	GL 8.63%	4.63	6.11
FUTA .6%	0.28	0.37	FUTA .6%	0.32	0.42
	65.72	85.08		74.54	98.31

Operators Rates		
	Reg	OT
Base	47.17	70.76
Benefits	25.80	25.80
	72.97	96.56
Fica 7.65%	5.58	7.39
NYS 9.9%	7.22	9.56
WC 12.18%	8.89	11.76
GL 8.63%	6.30	8.33
FUTA .6%	0.44	0.58
	101.40	134.18

Teamster		
	Reg	OT
Base	39.37	59.06
Benefits	21.77	21.77
	61.14	80.83
Fica 7.65%	4.68	6.18
NYS 9.9%	6.05	8.00
WC 12.18%	7.45	9.85
GL 8.63%	5.28	6.98
FUTA .6%	0.37	0.48
	84.97	112.32

W5

Louis M. Fernandez  
Director of Recreation and Parks



Town of Kent Recreation and Parks Department  
770 Route 52 Kent Lakes, NY 10512

Telephone: (845) 531-2100

Fax: (845) 306-7249

Email: [recreation@townofkentny.gov](mailto:recreation@townofkentny.gov)

Webpage: [www.townofkentny.gov](http://www.townofkentny.gov)

March 28, 2014

Kent Town Board  
25 Sybil's Crossing  
Kent Lakes, NY 10512

Subject: Seasonal Park Maintenance Workers

Dear Town Board Members,

The Recreation and Parks Department heavily relies on seasonal personnel to accomplish its many and ongoing parks projects and upkeep. Seasonal personnel also allow us to maintain the parks during night and weekend events, rentals and programs without the use of full time personnel and overtime. I am asking that the following personnel be re hired for the 2014 year. I have commitments from these young men but as almost all of them are in college or are recent graduates their availability may change due to internships, schedule changes or better opportunities. If for some reason some of the returning staff members end up not returning I will have to bring in additional new staff. Furthermore some of these re hires will have a limited work schedule (nights and weekends only) and it will be necessary to hire additional seasonal staff of high school/college age to augment the crew. I anticipate the need to hire at least 2 – 3 additional seasonal staff members as we get further into the spring and summer.

Below I have listed the personnel I wish to bring back, their 2013 hourly pay rate and the 2014 pay rate I would like them approved at. The state minimum wage has increased from \$7.50 to \$8.00 and due to that I am requesting a pay increase of \$.50 for all returning employees with the exception of Edison Ramon. Because new employees will be hired at \$8.00 it is only right that as a returning employee Edison be paid more for his previous experience. The hiring of seasonal staff was an anticipated 2014 expense and is in the 2014 budget.

	<u>2013 Pay Rate</u>	<u>2014 Pay Rate</u>
Rob Webb	\$12.00 per hour	\$12.50 per hour
Nick DeNapoli	\$9.00 per hour	\$9.50 per hour
Ryan Anderes	\$8.50 per hour	\$9.00 per hour
Edison Ramon	\$7.50 per hour	\$8.25 per hour

Sincerely,

Louis Fernandez  
Director of Recreation and Parks

W6

**PERFORMANCE BOND FOR STORMWATER MANAGEMENT FACILITIES**

Bond given by KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated \_\_\_\_\_, \_\_\_\_, 2014.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the initial sum of \$57,300.00, to be increased as set forth hereafter to \$82,290, for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which stormwater management facilities (the "Facilities") are required; and

WHEREAS, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility, with associated removal of aggregate material; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bucello personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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WHEREAS, Obligor submitted to the Town a Stormwater Pollution Prevention Plan prepared by Insite and last revised March 11, 2014 (the "SWPPP"), which identify the Facilities for this land development activity; and

WHEREAS, the Planning Board recommended that the Town allow phased and sequential performance bonding of the installation of the Facilities, in accordance with the Project Plans and the SWPPP, for each of Phases 2, 3 and 4 as identified on Insite's Sediment and Erosion Control & Phasing Plan, SP-3, last revised March 4, 2014; and

WHEREAS, the sequential amounts set forth in this phased bond obligation are based upon a recommendation by the Engineer to the Town dated February 28, 2014.

WHEREAS, as condition to the issuance of approval of a land development activity, the Obligor, prior to construction, provides the Obligees with a cash escrow of \$57,300.00 which guarantees satisfactory completion of the Facilities for Phase 2 and Phase 3 of the land development activity, and the Obligor has committed to deposit an additional \$24,990 with the Obligees, for a total of \$82,290 as a precondition of commencing land development activity on Phase 4, which security in its entirety shall remain in full force and effect until the Obligor is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or such other certification that the Facilities in their entirety for all phases have been completed in accordance with all plans and specifications forming the basis of the approved Project Plans and the SWPPP.

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly construct the aforesaid Facilities identified for Phase 2, 3 and 4 land development activity in accordance with the Project Plans approved by the Town of Kent and in accordance with the SWPPP, and if said improvements are deemed complete by the Town of Kent, and if Obligor is released from liability by the Obligees, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

The Obligor shall at all times provide the Obligees with such security as the Obligees shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

Cash deposit in the sum of \$57,300.00 as of the making of this performance bond with an obligation to make an additional future and cumulative cash deposit of \$24,990 as aforesaid.



If the event the Facilities for Phase 2 are not constructed and completed according to the Project Plans and SWPPP by August 30, 2014 , the Facilities for Phase 3 are not constructed and completed according to the Project Plans and SWPPP by November 30, 2015, or the Facilities for Phase 4 are not constructed and completed according to the Project Plans and SWPPP by November 30, 2016, the Obligee shall have the right to apply the aforesaid security and complete the work with full use of said sums as the Obligee requires, or in the alternative at its exclusive option, Obligee shall have the right to use the security to restore and render stable and environmentally sound the Project site.

The Obligor agrees to execute and/or endorse and deliver to the Town required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the Facilities and the site work being performed in accordance with the approved project plans and SWPPP and to complete the work in the event the Obligee fails to do so. This right of the Obligee shall run with the land.

In the event that Obligor interferes with the Obligee's exercise of its rights under this instrument, the Obligee shall be entitled to recover of Obligor the Obligee's attorneys fees, other consultant costs, and expenses resulting from or arising out of Obligor's interference. This right of the Obligee shall run with the land.

The obligations of Obligor in this performance bond may not be assigned or assumed by a third party without the prior written approval of the Town Board of the Town of Kent.

Dated: \_\_\_\_\_, 20\_\_

KENT MATERIALS, LLC

By: \_\_\_\_\_  
Paul Bucello, Member

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bucello personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_

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Exhibit D

Performance Bond for Site Stability Maintenance and Erosion  
Control Contingency Plan

**PERFORMANCE BOND FOR SITE STABILITY MAINTENANCE AND EROSION**  
**CONTROL CONTINGENCY PLAN**

Bond given by KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated \_\_\_\_\_, 2014.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$50,000 for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which erosion and sedimentation controls ("Controls") are required; and

WHEREAS, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility, with associated removal of aggregate material; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".

WHEREAS, Obligor submitted to the Town Erosion and Sedimentation Control plans forming a part of the Project Plans; and

WHEREAS, as a condition of approval, and in the event that work has not started on the contractor office/storage yard facility structure identified within the approved plans within one (1) year after the NYSDEC's certification of the completion of aggregate removal from the site, Owner is obligated to provide the Town with a future cash deposit of \$50,000 for the purposes of (a) securing the maintenance of the stability of the site to the satisfaction of the Town, after the NYSDEC's certification of completion of removal of aggregate materials, in accordance with the standards set forth within the NYSDEC's Multi-Sector General Permit and the state's General Permit for Construction Activity, and (b) securing the performance of the erosion control contingency plan found within Drawing SP-2 of the project plans.

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly maintain the stability of the site to the satisfaction of the Town, after the NYSDEC's certification of completion of removal of aggregate materials, in accordance with the standards set forth within the NYSDEC's Multi-Sector General Permit and the state's General Permit for Construction Activity, and (b) perform the erosion control contingency plan found within Drawing SP-2 of the project plans, and if Obligor is released from liability by the Obligee, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

The obligation of the Obligor will arise only in the event that work has not started on the structure identified within the approved plans within one (1) year after the NYSDEC's certification of the completion of aggregate removal from the site.

The Obligor shall at all times provide the Obligee with such security as the Obligee shall deem sufficient. In furtherance of this covenant, the Obligor will deliver to the Town of Kent the following security for faithful performance of this obligation: cash deposit in the sum of \$50,000 payable in the event that work has not started on the structure identified within the approved plans within one (1) year after the NYSDEC's certification of the completion of aggregate removal from the site.

The Obligor agrees to execute and/or endorse and deliver to the Town any documents required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the Obligor's obligations

WHEREAS, the Planning Board has recommended that the Town allow phased and sequential performance bonding of the installation of the Controls, in accordance with the Project Plans for each of Phases 2, 3 and 4 as identified on Insite's Sediment and Erosion Control & Phasing Plan, SP-3, last revised March 4, 2014; and

WHEREAS, the amount of this bond is based upon a recommendation by the Engineer to the Town dated February 28, 2014; and

WHEREAS, as condition to the issuance of approval of a land development activity, the Obligor, prior to construction, provides the Obligees with a cash escrow of \$17,885 which guarantees satisfactory completion of the Controls, which security shall remain in full force and effect until the Obligor is released from liability by the Town.

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly construct the aforesaid Controls identified for Phases 2, 3 and 4 land development activity in accordance with the Project Plans approved by the Town of Kent, and if said improvements are deemed complete by the Town of Kent, and if Obligor is released from liability by the Obligees, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

The Obligor shall at all times provide the Obligees with such security as the Obligees shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

Cash deposit in the sum of \$17,885.

If the event the Controls for Phase 2 are not constructed and completed according to the Project Plans by August 30, 2014, the Controls for Phase 3 are not constructed and completed according to the Project Plans by November 30, 2015, or the Controls for Phase 4 are not constructed and completed according to the Project Plans by November 30, 2016, the Obligees shall have the right to withdraw the aforesaid security and complete the work with full use of said sums as the Obligees requires, or in the alternative at its exclusive option, Obligees shall have the right to apply the security to restore and render stable and environmentally sound the Project site.

The Obligor agrees to execute and/or endorse and deliver to the Town any documents required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the Controls and the site work being performed in accordance with the approved project plans and SWPPP and to complete the work in the event the Obligee fails to do so, or to restore the project site. This right of the Obligee shall run with the land.

In the event that Obligor interferes with the Obligee's exercise of its rights under this instrument, the Obligee shall be entitled to recover of Obligor the Obligee's attorneys fees, other consultant costs, and expenses resulting from or arising out of Obligor's interference. This right of the Obligee shall run with the land.

The obligations of Obligor in this performance bond may not be assigned or assumed by a third party without the prior written approval of the Town Board of the Town of Kent.

Dated: \_\_\_\_\_, 20\_\_\_\_

KENT MATERIALS, LLC

By: \_\_\_\_\_  
Paul Bucello, Member

under this performance bond, and to assure that the maintenance of site stability or the implementation of the erosion control contingency plan are being performed in accordance with the approved project plans and to undertake or to complete the work in the event the Obligee fails to do so.

In the event that Obligor interferes with the Obligee's exercise of its rights under this instrument, the Obligee shall be entitled to recover of Obligor the Obligee's attorneys fees, other consultant costs, and expenses resulting from or arising out of Obligor's interference.

All obligations of the Obligor shall run with the land and this instrument shall be recorded with the Clerk of Putnam County to provide notice to Obligor's grantees or successors in title.

The obligations of Obligor in this performance bond may not be assigned or assumed by a third party without the prior written approval of the Town Board of the Town of Kent.

Dated: \_\_\_\_\_, 20\_\_

KENT MATERIALS, LLC

By: \_\_\_\_\_  
Paul Bucello, Member

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bucello personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC





the same or similar provisions, subject to actual signatures and delivery of the Agreement by Kent Materials, LLC and (b) payment of costs necessary for and incidental to the recording of the Agreement in the Ulster County Clerk's office.

- 2) The Town Board hereby approves and accepts the aforesaid three (3) performance bonds.

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

Supervisor Fleming	_____
Councilman Tierney	_____
Councilman Denbaum	_____
Councilwoman Osborn	_____
Councilman Huestis	_____

DATED: Kent Lakes, New York  
April \_\_, 2014

\_\_\_\_\_  
YOLANDA D. CAPPELLI  
TOWN CLERK

U:\DOCS\11011\00057\RESOLUTION\2179322.DOC

## RESOLUTION

Supervisor Fleming offered the following resolution, which was seconded by Councilman \_\_\_\_\_, who moved its adoption:

WHEREAS, the Town of Kent and Kent Materials, LLC have negotiated a Stormwater Management Facilities Inspection and Maintenance Agreement, attached hereto as Exhibit A, pursuant to the requirements of Chapter 66 of the Town Code in connection with land use approvals obtained by Kent Materials, LLC from the Town of Kent Planning Board on February 28, 2014; and

WHEREAS, as a condition of the Planning Board approvals and in order to comply with Chapter 66 of the Town Code, Kent Materials, LLC has submitted three (3) performance bonds in amounts recommended by the Planning Board in reliance on its engineering consultant, as follows:

- a) Performance Bond for Stormwater Management Facilities in the initial amount of \$57,300.00, to be increased in the future to the total of \$82,290.00, attached hereto as Exhibit B;
- b) Performance Bond for Erosion and Sediment Control in the amount of \$17,885.00, attached hereto as Exhibit C; and
- c) Performance Bond for Site Stability Maintenance and Erosion Control Contingency Plan in the amount of \$50,000.00, attached hereto as Exhibit D.

NOW, THEREFORE, BE IT RESOLVED that:

- 1) The Town Board approves, authorizes and ratifies (a) the Supervisor's execution of the proposed Stormwater Management Facilities Inspection and Maintenance Agreement or any other agreement having substantially

In this regard, the applicant's representative is requesting placement of the matter on the earliest possible agenda of the Town Board.

I hope that it does not appear as I am pressuring the Board to follow any particular timeline. That is not my intention.

I am available, at your convenience, to answer any questions concerning the subject of these instruments.

Very truly yours,

VAN DEWATER & VAN DEWATER, LLP

By: 

RONALD C. BLASS, JR.

RCB/klr

cc. Michael McDermott, Planning Board Chairman  
Neil Wilson  
Bruce Barber  
Julie Mangarillo  
Vera Patterson  
John Watson

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**VAN DEWATER AND VAN DEWATER, LLP**  
COUNSELORS AT LAW

John B. Van DeWater (1892-1968)  
Robert B. Van DeWater (1921-1990)  
James E. Nelson  
Gerard J. Comatos, Jr.  
Ronald C. Blass, Jr.  
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Noel deCordova, Jr. (1929-2013)  
Edward vK Cunningham, Jr.  
John K. Gifford  
Shari S.L. Hubner  
Jeffrey S. Battistoni  
Janis M. Gomez Anderson  
Counsel

March 27, 2014

Maureen Fleming, Supervisor  
Town of Kent  
25 Sybil's Crossing  
Kent Lakes, New York 10512

RE: Kent Materials, LLC

Dear Supervisor:

On February 28, 2014, Kent Materials, LLC received special permit, site plan and related approvals from the Planning Board for a project entailing stormwater management and erosion control facilities under Chapter 66 of the Town Code.

We were asked to prepare, and share with the applicant, a stormwater facility management agreement, and performance bonding for stormwater facilities and erosion control, as required by Chapter 66.

Per past practice of the Town, I forward a proposed resolution for the Town Board which (a) approves and authorizes the Supervisor's signature of the agreement, and (b) approves and accepts three performance bonds.

Apparently, the applicant is in a hurry to commence extraction of mineral resources.

## **PERFORMANCE BOND FOR EROSION AND SEDIMENTATION CONTROL**

Bond given by KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated \_\_\_\_\_, 2014.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$17,885 for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which erosion and sedimentation controls ("Controls") are required; and

WHEREAS, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility, with associated removal of aggregate material; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".

WHEREAS, Obligor submitted to the Town Erosion and Sedimentation Control plans forming a part of the Project Plans; and

Exhibit C

Performance Bond for Erosion and Sediment Control

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bucello personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_

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If the event the Facilities for Phase 2 are not constructed and completed according to the Project Plans and SWPPP by August 30, 2014 , the Facilities for Phase 3 are not constructed and completed according to the Project Plans and SWPPP by November 30, 2015, or the Facilities for Phase 4 are not constructed and completed according to the Project Plans and SWPPP by November 30, 2016, the Obligee shall have the right to apply the aforesaid security and complete the work with full use of said sums as the Obligee requires, or in the alternative at its exclusive option, Obligee shall have the right to use the security to restore and render stable and environmentally sound the Project site.

The Obligor agrees to execute and/or endorse and deliver to the Town required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the Facilities and the site work being performed in accordance with the approved project plans and SWPPP and to complete the work in the event the Obligee fails to do so. This right of the Obligee shall run with the land.

In the event that Obligor interferes with the Obligee's exercise of its rights under this instrument, the Obligee shall be entitled to recover of Obligor the Obligee's attorneys fees, other consultant costs, and expenses resulting from or arising out of Obligor's interference. This right of the Obligee shall run with the land.

The obligations of Obligor in this performance bond may not be assigned or assumed by a third party without the prior written approval of the Town Board of the Town of Kent.

Dated: \_\_\_\_\_, 20\_\_

KENT MATERIALS, LLC

By: \_\_\_\_\_  
Paul Bucello, Member

WHEREAS, Obligor submitted to the Town a Stormwater Pollution Prevention Plan prepared by Insite and last revised March 11, 2014 (the "SWPPP"), which identify the Facilities for this land development activity; and

WHEREAS, the Planning Board recommended that the Town allow phased and sequential performance bonding of the installation of the Facilities, in accordance with the Project Plans and the SWPPP, for each of Phases 2, 3 and 4 as identified on Insite's Sediment and Erosion Control & Phasing Plan, SP-3, last revised March 4, 2014; and

WHEREAS, the sequential amounts set forth in this phased bond obligation are based upon a recommendation by the Engineer to the Town dated February 28, 2014.

WHEREAS, as condition to the issuance of approval of a land development activity, the Obligor, prior to construction, provides the Obligees with a cash escrow of \$57,300.00 which guarantees satisfactory completion of the Facilities for Phase 2 and Phase 3 of the land development activity, and the Obligor has committed to deposit an additional \$24,990 with the Obligees, for a total of \$82,290 as a precondition of commencing land development activity on Phase 4, which security in its entirety shall remain in full force and effect until the Obligor is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or such other certification that the Facilities in their entirety for all phases have been completed in accordance with all plans and specifications forming the basis of the approved Project Plans and the SWPPP.

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly construct the aforesaid Facilities identified for Phase 2, 3 and 4 land development activity in accordance with the Project Plans approved by the Town of Kent and in accordance with the SWPPP, and if said improvements are deemed complete by the Town of Kent, and if Obligor is released from liability by the Obligees, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

The Obligor shall at all times provide the Obligees with such security as the Obligees shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

Cash deposit in the sum of \$57,300.00 as of the making of this performance bond with an obligation to make an additional future and cumulative cash deposit of \$24,990 as aforesaid.

## **PERFORMANCE BOND FOR STORMWATER MANAGEMENT FACILITIES**

Bond given by KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated \_\_\_\_\_, \_\_\_\_\_, 2014.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the initial sum of \$57,300.00, to be increased as set forth hereafter to \$82,290, for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which stormwater management facilities (the "Facilities") are required; and

WHEREAS, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility, with associated removal of aggregate material; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".

Exhibit B

Performance Bond for Stormwater Management Facilities

## **SCHEDULE B**

### **STORMWATER CONTROL FACILITIES AND APPROVED PROJECT PLANS DRAWING LIST**

<b>Stormwater Control Facilities</b>
<b>Sediment Basin 1.1P</b>
<b>Infiltration Basin 1.2I</b>
<b>Grass Swales, Rip Rap Swales</b>
<b>Subsurface Stormwater Collection Systems</b>
<b>Gravel Surface</b>

- Drawing SP-1 "Amended Layout and Landscape Plan"
- Drawing SP-2 "Amended Grading and Utilities Plan"
- Drawing SP-3 "Sediment and Erosion Control Plan"
- Drawing MP-1 "Mining Plan"
- Drawing D-1 "Site Details"
- Drawing D-2 "Site Details"
- Drawing D-3 "Site Details"

## **SCHEDULE A**

### **KENT MATERIALS OVERALL PARCEL DESCRIPTION**

All that certain plot, piece or parcel of land situate, lying and being in the Town of Kent, County of Putnam and State of New York, bearing Town of Kent Tax Map Number 12.-1-44 and which is more accurately bounded and described as follows:

**BEGINNING** at a point on the easterly line of the State Highway known as Route 52 which said Point and monument is that southwesterly corner of land now or formerly of Sun Oil Co;

**THENCE** along said land now or formerly of Sun Oil Co. the following courses:

South 83 degrees 38' 30" East 310.77 feet;

South 59 degrees 28' 20" East 41 feet;

South 75 degrees 19' 30" East 73.50 feet;

North 80 degrees 37' 20" East 73.20 feet;

North 37 degrees 49' 40" East 257.94 feet; and

North 36 degrees 42' 40" East 94.07 feet to a point in the westerly side of Interstate Route 84;

**THENCE** along the westerly side of Route 84 the following courses and distances:

South 1 degree 13' 20" East 714.40 feet;

South 3 degrees 11' 20" East 311.89 feet;

South 15 degrees 59' 20" East 256.16 feet; and

South 16 degrees 50' 20" East 305.91 feet to a point;

**THENCE** South 73 degrees 09' 40" West 20 feet;

South 19 degrees 07' 30" West 274.01 feet;

North 85 degrees 32' 35" West 666.95 feet;

South 57 degrees 36' 30" West 399.32 feet to a point in the easterly road line of New York State Highway Route 52;

**THENCE RUNNING** along the said line of Route 52 the following courses and distances;

North 14 degrees 02' 00" West 193.70 feet on a curve to the right having a radius of 1146.00 feet and an arc length of 961.40 feet and

North 34 degrees 02' 00" East 201.71 feet to the point or place of **BEGINNING**.

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2014, before me, the undersigned, personally appeared MAUREEN FLEMING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2014, before me, the undersigned, personally appeared PAUL BUCELLO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

Record & Return to:  
Van Dewater & Van DeWater, LLP  
c/o Ronald C. Blass, Esq.  
81 Civic Center Plaza, Suite 101  
P. O. Box 112  
Poughkeepsie, New York 12602

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16. This Agreement, or a memorandum of this Agreement, shall be recorded and it shall run with the land in perpetuity and is binding upon the Owner, its successors and assigns.

17. Notwithstanding anything to the contrary hereinabove, and for the purpose of implementing conditions attached to the Owner's approvals, and included in Note 6 on Drawing SP-2 and in General Note 25 on Drawing SP-1, Owner shall provide the Town with a future cash deposit of \$50,000 for the purposes of (a) securing the maintenance of the stability of the site to the satisfaction of the Town, after the NYSDEC's certification of completion of removal of aggregate materials, in accordance with the standards set forth within the NYSDEC's Multi-Sector General Permit and the state's General Permit for Construction Activity, and (b) securing the performance of the erosion control contingency plan found within Drawing SP-2. In the event that the Owner's obligations to maintain security with the Town under a Performance Bond for Erosion and Sedimentation Control and a Performance Bond for Stormwater Management Facilities through Phase 4 of the Project come to an end, then the amount of the cash security of those bonds (i.e., the respective bond amounts established to be in place for Phase 4 of the Project) shall be retained by the Town to the extent necessary, or supplemented by the Owner to the extent necessary, to establish the aforesaid \$50,000 cash deposit. It is expressly understood and agreed by Owner that before any work may begin on Phase 4 of the project, the Performance Bond for Stormwater Management Facilities shall be renewed to the satisfaction of the Town and increased in amount by \$24,990, absent which the Owner shall not be entitled to undertake Phase 4 work. To insure that funds are on hand with the Town to fund the \$50,000 cash deposit when it is due, Owner will not seek future reductions of performance bond amounts. The Owner shall be obligated to maintain the Phase 4 erosion control contingency \$50,000 cash deposit to the Town, as stated in General Note 25 on Drawing SP-1 "Amended Layout and Landscape Plan", in the event that work has not started on the structure identified within the approved plans within one (1) year after the NYSDEC's certification of the completion of aggregate removal from the site. A performance obligation entitled "PERFORMANCE BOND FOR SITE STABILITY MAINTENANCE AND EROSION CONTROL CONTINGENCY PLAN" has been provided by the Owner to the Town with respect to this \$50,000 obligation, and its terms shall be binding on Owner's successors and assigns. In the event of Owner's non-performance of any of its obligations under this Paragraph of this Agreement, the Town shall have the same remedies available to it to address the Owner's default as are set forth in Paragraph "10" and "11" of this Agreement, and the provisions of this paragraph shall also run with the land and bind the successors and assigns of Owner.

**IN WITNESS WHEREOF**, the Owner and the Town have executed this Agreement as of the date first herein above set forth.

TOWN OF KENT

KENT MATERIALS, LLC

By: \_\_\_\_\_  
Maureen Fleming, Supervisor

By: \_\_\_\_\_  
Paul Bucello, Member



- c. In addition to the above remedies, the Town shall have the right to pursue injunctive relief in the courts of this State to compel the Owners to remedy any non-compliance with this Agreement, and the Town shall be entitled to recover its costs, expert witness fees, and reasonable attorney fees expended in such efforts.

12. Any damage to the Facilities caused by the Town in inspecting the said stormwater control system shall be restored, repaired or otherwise remedied by the Town.

13. In the event that the New York State Department of Environmental Conservation ("NYSDEC") serves a notice of violation upon the Town, brings an administrative complaint against the Town and/or commences a civil suit against the Town due to a violation of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems GP-02-02, and such notice of violation, administrative complaint or civil suit is a result of, due to a consequence of or the outcome of any action by the Owner, or its successors or assigns, in violation of any of the provisions of this Agreement or of Chapter 66 of the Code of the Town of Kent, the Owner or its successors or assigns shall indemnify and hold harmless the Town for any and all fines, damages or penalties imposed by the NYSDEC upon the Town.

14. Owner shall provide to the Town, prior to construction of any of the Facilities, a performance bond, supported by sufficient security in an amount determined by the Town and in the form of a cash escrow, irrevocable letter of credit, or certified check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the project and names the Town as the beneficiary. The performance guarantee shall remain in force until the Owner is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or other such certification that the Facilities have been constructed in accordance with the approved plans and specifications and that a two-year inspection has been conducted and the Facilities have been found to be acceptable to the Town as required by Chapter 66 of the Code of the Town of Kent.

15. Owner hereby covenants that the Owner is seized of the Premises in fee simple and has good right to execute this Agreement; shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Town.

Facilities, not less than once in every five-year (5-year) period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Stormwater Management Officer of the Town of Kent ("SMO"), within thirty (30) days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures for the Facility.

8. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Facilities' stormwater control measures except in accordance with prior written approval of the SMO.

9. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall promptly undertake necessary repairs and replacement of the Facilities' stormwater control measures at the direction of the SMO or in accordance with the recommendations of the inspecting engineer.

10. If ever the SMO determines that the Facilities Owner, or upon Owner's conveyance of the Premises, its successors or assigns, has failed to construct, inspect, operate or maintain the Facilities' stormwater control measures in accordance with the project plans or this Agreement, or has failed to undertake corrective action specified by the SMO or by the inspecting engineer, the SMO is authorized to undertake such steps as reasonably necessary for the construction, inspection, preservation, continuation or maintenance of the Facilities' stormwater control measures. The Facilities Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall be responsible to reimburse the Town for any costs incurred, including attorneys fees and other consultant fees and expenses, by the Town as a result of, or arising out of, owner failure to meet its obligations under this Agreement.

11. In the event of failure to reimburse the Town for such costs incurred by the Town pursuant to Paragraph 10, the Town may seek recovery as follows:

- a. The Town may seek recovery of unreimbursed fees by action, in law or in equity, venued in a court of appropriate jurisdiction, and the defendant(s) shall be responsible for the reasonable and necessary attorneys' fees expended by the Town in prosecuting such action.
- b. Alternatively, and at the sole discretion of the Town, the Town may seek recovery of unreimbursed fees by converting any amount expended or caused to be expended by the Town by charging such sums against the Premises, by adding that charge to, and making it a part of, the next annual real property tax assessment roll of the Town. Such charges shall be levied and collected at the same time and in the same manner as Town-assessed taxes and shall be paid to the Town Comptroller, to be applied in reimbursing the fund from which the costs were defrayed for the unreimbursed fees.

**NOW THEREFORE**, for valuable consideration received, the Owner and the Town hereby agree as follows:

1. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall at all times properly operate and maintain all Facilities and all related systems of stormwater treatment and control in accordance with the provisions of Chapter 66 of the Code of the Town of Kent and applicable New York State Department of Environmental Conservation and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines (collectively, the "Standards").

2. In accordance with the terms and conditions of a Stormwater Management Facilities Inspection and Maintenance Easement ("Easement") of even date herewith, to be recorded in the Putnam County Clerk's Office, Owner has granted unto the Town, its successors and assigns forever, a perpetual easement and right-of-way to enter upon the Premises in order to access the Facilities at reasonable times and in a reasonable manner for periodic inspection by the Town and to ensure that the Facilities are maintained in proper working condition to meet design standards and any other provisions established by Chapter 66 of the Code of the Town of Kent in effect as of the date of the Easement and as amended hereafter.

3. This Agreement shall not confer upon the Town any duty or obligation to fix or maintain the Facilities. Further, the Town's acceptance of any rights pursuant to this Agreement and any applicable provisions of the Code of the Town of Kent shall not be deemed or construed as acceptance by the Town of any duty or obligation to fix or maintain the Facilities.

4. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall be bound to the maintenance provisions more specifically described in a report titled "Stormwater Pollution Prevention Plan" Insite Engineering, Surveying & Landscape Architectures, P. C., last revised December 19, 2013 (the "SWPPP") and depicted in the approved Project Plans for the Facilities as listed in **Schedule B** annexed to this Agreement, in accordance with all applicable Standards.

5. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall maintain, clean, repair, replace and continue the stormwater control measures for the Facilities described in the SWPPP and depicted on the plans listed in **Schedule B** as necessary to ensure optimum performance of the measures to design specifications, in accordance with all applicable Standards.

6. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall be responsible for all expenses related to the maintenance of the stormwater control measures for the Facilities and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities within ninety (90) days after any conveyance or transfer.

7. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall provide for the periodic inspection of the stormwater control measures for the

**STORMWATER MANAGEMENT FACILITIES**  
**INSPECTION AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Owner"), and the **TOWN OF KENT**, a municipal corporation having an office at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Town").

**WITNESSETH:**

**WHEREAS**, Owner is the current fee owner of certain premises located in the Town of Kent, County of Putnam and State of New York having tax grid numbers 12.-1-44 and described by metes and bounds on **Schedule A** annexed hereto (the "Premises"); and

**WHEREAS**, Owner is seeking one or more approvals from the Town for land development activity at the Premises, commonly known as "Kent Materials Site Plan, 1264 N.Y.S. Route 52," in connection with which stormwater management facilities (the "Facilities"), in the event of administrative land use approvals, shall be required in accordance with the Town's Code in effect as of the date of this Agreement (the "Code"); and

**WHEREAS**, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility; and

**WHEREAS**, as a condition to the issuance of such approval(s) the Code further requires Owner to execute this Agreement and record the same in the Office of the Putnam County Clerk.

**WHEREAS**, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".

Exhibit A

Stormwater Management Facilities Inspection and Maintenance  
Agreement

W7

## **907    *Controlled Substance and Alcohol Testing***

**Statement of Compliance** - The Town Board has adopted a Controlled Substance and Alcohol Testing Policy that is in compliance with the "Omnibus Transportation Employee Testing Act of 1991" (OTETA). The purpose of this policy is to reduce accidents resulting from an employee's use of controlled substances and alcohol, thus reducing fatalities, injuries and property damage.

**Covered Employees** - The Town's Controlled Substance and Alcohol Testing Policy applies to all covered drivers as defined by the federal regulations, which includes all employees who drive commercial motor vehicles (as defined in Sec. 382.107 of the OTETA) requiring a commercial driver's license to operate.

**Acknowledgment Form** - A covered employee will receive a written copy of the Controlled Substance and Alcohol Testing Policy and must sign an Employee Acknowledgment Form. This form will be placed in the employee's personnel file.

## **908    *Smoking***

*[Revised by Town Board Resolution 5-21-13]*

**Policy Statement** – In accordance with the Clean Indoor Air Act, the Town is committed to providing a healthy, comfortable, and productive work environment for all employees. Therefore, the smoking of tobacco products is prohibited in all Town buildings and Town vehicles. Town buildings include, but are not limited to, Town offices, Highway Garage, Sanitation Garage and maintenance facilities. In addition, smoking is prohibited within twenty feet of the entrance ways to the Town Hall.

**Smoking Locations** - Smoking is allowed in designated smoking areas located outside of the Town building during authorized meal and break periods.

**Maintenance of Smoking Locations** - Smokers have an obligation to keep smoking areas litter-free and to properly discard trash in appropriate receptacles. Cigarettes and matches should be completely extinguished after use.

**Disciplinary Action** - Violations of this policy may result in disciplinary action, up to and including termination of employment.

W9



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**TOWN OF KENT**  
**25 SYBIL'S CROSSING**  
**KENT CLIFFS, NEW YORK 10512**

**REQUEST FOR PROPOSALS**  
**FOR PROFESSIONAL SERVICES**  
**STORMWATER MANAGEMENT CONSULTANT**

General Information

The Town Board of the Town of Kent, New York invites qualified firms or individuals to submit quotations for stormwater management consultant services as described in the scope of services set forth in this request for proposals (RFP).

The Town of Kent is located in Putnam County. According to the United States Census, the Town had a population of 13,507 in 2010. Town Hall and government offices are located at 25 Sybil's Crossing, Kent Cliffs, New York. A five member Town Board, made up of the Supervisor and four Councilpersons elected at large, is the governing body of the Town. The Supervisor's term is two years; the Councilperson's terms are four years. The Supervisor is the Chief Executive Officer of the Town. The Town Board is the legislative body responsible for setting policy, adopting the annual budget, approving contracts and expenditures, and enacting the Town's laws and resolutions.

The Town Board selects the Town Attorney, Planning Board Attorney, Town Planner, Town Engineer, Stormwater Manager and Town Wetland/Environmental Consultant, all of whom report to the Town Board and Supervisor. Appointments are at will and are renewable for periods of one year, as determined by the Town Board. These appointments are as independent contractors. All persons employed by a firm in accordance with a contract resulting from this RFQ will be employees of the firm and not of the Town of Kent.

More information may be found on the Town's website: [www.townofkentny.gov](http://www.townofkentny.gov)

Scope of Services

The services of the Town Stormwater Management Consultant include but are not limited to, the following:

1. Furnish the services of a Stormwater Manager to be present at Town Board and Planning Board meetings and be available during the work day to meet with the Town Supervisor, Town Board Members, Planning Board Chairperson, Planning Board Members, and Town Departments on an as needed basis..
2. Consult with the Town Stormwater Management Officer on stormwater violation issues and provide residents and potential applicants with stormwater related pre-application information inclusive of meetings and base information.
3. Review, as requested, Stormwater Regulations and Illicit Discharge Detection Elimination Regulations other Town Ordinances and Regulations and other applicable ordinance and will make recommendations.

4. Provide consultation services to the Town in order to achieve compliance with the current Town of Kent NYSDEC MS4 Stormwater Permit. Included in these services are the development of all materials, conducting educational sessions, and inspection of Town facilities.
5. Completion of the NYSDEC MS4 annual report as required by NYSDEC. Present the annual report to the Town Board at a public meeting.
6. Inspection potential illicit discharges as requested by the Stormwater Management Officer (SMO).
7. Inspection of construction sites as requested by the Stormwater Management Officer.
8. Attend meetings and coordinate activities of the Stormwater Committee as requested by the Chairperson of the Committee.
9. Maintain GIS stormwater infrastructure map and provide GPS services as needed.
10. Attend all East of Hudson (EOH) Corporation Board of Directors meetings and serve as a technical adviser to the East of Hudson Executive Committee.
11. Attend all East of Hudson (EOH) Coalition meetings.
12. Consultant shall provide consultation on stormwater management matters during the environmental review process before the Planning Board and Town Board.

#### **Submitting a Quotation**

The submitted quotation should address the scope of services described above. Proposals and cost schedule will become part of the contract that is negotiated with the Town. The submission should have consecutively numbered pages and contain the following information, organized in accordance with this list:

- A. **Contact Information:** The firm's name, office address, telephone number, fax number and email address of the person or persons authorized to represent the proposer and to whom correspondence should be directed.
- B. **Fee Schedule:** A proposal to provide the services as outlined under one of the following fee schedules:
  - a. All services will be provided under a monthly retainer fee.
  - b. All services will be provided on a time billed basis without a retainer.
  - c. Services will be provided through a combination of a monthly retainer fee and and time billed services.

Please provide the following information:

1. If applicable, the amount of proposed retainer and description of matters included in the retainer. <sup>1</sup>If applicable, the hourly rate for all of the individuals who may be working with the Town of Kent, and the description of matters that will be billed hourly.
2. Describe any services listed in this RFP which you would not be able to provide and the arrangements you propose to provide such services. Identify your billable in-house expense items and the amounts you propose to bill for them.

<sup>1</sup> The Town does not consider it appropriate to bill for research or other work billed to another client,

3. If applicable, the hourly rate for all of the individuals who may be working with the Town of Kent, and the description of matters that will be billed hourly.
4. Describe any services listed in this RFP which you would not be able to provide and the arrangements you propose to provide such services.
5. Identify your billable in-house expense items and the amounts you propose to bill for them.

1. Describe your firm's background and history; include number of years in business and describe your firm's training and experience in municipal services.
2. Name the individual(s) from your firm whom you propose will provide the outlined professional services to the Town. If you are a sole practitioner, please identify any other individual you would expect to use as backup or for specific areas of expertise. Provide the following for each:

- D. Additional Information:** Any other information that you feel is applicable to the evaluation of the quotation or of your qualifications for providing the professional services specified. You may use this section to address those aspects of your services that distinguish your firm from other firms.

Hon. Maureen Fleming, Town Supervisor  
Town of Kent  
25 Sybil's Crossing  
Kent Cliffs, NY 10512

Quotes should be marked "Town of Kent Wetland/Environmental Consultant RFP." Facsimile proposals will not be accepted. Additionally, please email an electronic copy of your proposal in PDF format to Town Supervisor Maureen Fleming ([mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)).

Submissions received after the deadline may be disqualified.

### **Evaluation and Selection Process**

The following information will be taken into consideration during the evaluation process:

1. Cost of providing services.
2. Qualifications identified in the quotation.
3. Local availability, support staff, and range of services offered.
4. Workload capacity and level of experience commensurate with the level of service required by the Town.
5. Professional reputation for providing high-quality services and ability to work cooperatively with the Town Board, Town Supervisor, Town Clerk, and department heads.
6. Sound judgment, integrity, and reliability as determined by references provided.
7. Interview with the Town Board as required.

The Town may seek clarification of submitted quotations and additional evidence of abilities prior to selection. The Town may invite one or more applicants to be interviewed by the Town Board.

The Town Board will choose a finalist with whom to negotiate a contract. A contract between the Town of Kent and the selected individual or firm will define the extent of services to be rendered and the method and amount of compensation. The contract will be executed upon Town Board approval.

**The acquisition of professional services is exempt from a formal bidding process under New York State Law. The selection of the service provider will be at the sole discretion of the Supervisor and Town Board.**

### **Additional Information**

Questions regarding this RFP should be directed to:

Maureen Fleming, Supervisor

(845) 225-3943

[mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)

The Town of Kent is not liable for any costs you incur in the preparation and/or presentation of the proposal.

The following schedule for this RFP is anticipated:

- I. RFP issued –
- II. Deadline for quotations –
- III. Interviews of potential candidates –
- IV. Award and negotiation of contract –

M5

MTS #5

TOWN OF KENT  
Town Board Meeting – March 31, 2014  
County of Putnam, State of New York

RESOLUTION \_\_\_\_\_

RECREATION FEES

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

DATE OF CONSIDERATION/ADOPTION: \_\_\_\_\_

WHEREAS, Hilltop Associates has requested that the Town of Kent take land in lieu of recreation fees; and

WHEREAS, the Planning Board of the Town of Kent has forwarded that request on to the Town Board for the Town Board's determination; and

WHEREAS, the Town Board has reviewed the Subdivision Map and is familiar with the land sought to be dedicated; and

WHEREAS, the Town Board has specifically found that the land which is offered to be dedicated is unsuitable for recreation purposes.

NOW THEREFORE BE IT RESOLVES, that the Town Board of the Town of Kent directs the Planning Board not to accept the donation of land in lieu of recreation fees and further directs that the Planning Board collect the appropriate per lot recreation fee pursuant to Section 36-3 of the Kent Town Code.

SO MOVED:

Resolution # \_\_\_\_\_

Motioned by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Roll call vote:

Supervisor Fleming: \_\_\_\_\_

Deputy Supervisor Huestis: \_\_\_\_\_

Councilwoman Osborn: \_\_\_\_\_

Councilman Tierney: \_\_\_\_\_

Councilman Denbaum: \_\_\_\_\_

VOTE: RESOLUTION CARRIED BY A VOTE OF \_\_\_\_ TO \_\_\_\_

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF PUTNAM     )

I, LANA CAPPELLI, the Town Clerk of the Town of Kent, does hereby certify that the above is a true and exact copy of a Resolution introduced by the Town Board of the Town of Kent at a meeting of said Board on March 31, 2014.

DATED:     March 31, 2014

\_\_\_\_\_  
LANA CAPPELLI, Town Clerk

MG



07-2-PL ✓  
3  
W #9

**TOWN OF KENT**  
**25 SYBIL'S CROSSING**  
**KENT CLIFFS, NEW YORK 10512**

**REQUEST FOR PROPOSALS**  
**FOR PROFESSIONAL SERVICES**  
**STORMWATER MANAGEMENT CONSULTANT**

General Information

The Town Board of the Town of Kent, New York invites qualified firms or individuals to submit quotations for stormwater management consultant services as described in the scope of services set forth in this request for proposals (RFP).

The Town of Kent is located in Putnam County. According to the United States Census, the Town had a population of 13,507 in 2010. Town Hall and government offices are located at 25 Sybil's Crossing, Kent Cliffs, New York. A five member Town Board, made up of the Supervisor and four Councilpersons elected at large, is the governing body of the Town. The Supervisor's term is two years; the Councilperson's terms are four years. The Supervisor is the Chief Executive Officer of the Town. The Town Board is the legislative body responsible for setting policy, adopting the annual budget, approving contracts and expenditures, and enacting the Town's laws and resolutions.

The Town Board selects the Town Attorney, Planning Board Attorney, Town Planner, Town Engineer, Stormwater Manager and Town Wetland/Environmental Consultant, all of whom report to the Town Board and Supervisor. Appointments are at will and are renewable for periods of one year, as determined by the Town Board. These appointments are as independent contractors. All persons employed by a firm in accordance with a contract resulting from this RFQ will be employees of the firm and not of the Town of Kent.

More information may be found on the Town's website: [www.townofkentny.gov](http://www.townofkentny.gov)

Scope of Services

The services of the Town Stormwater Management Consultant include but are not limited to, the following:

1. Furnish the services of a Stormwater Manager to be present at Town Board and Planning Board meetings and be available during the work day to meet with the Town Supervisor, Town Board Members, Planning Board Chairperson, Planning Board Members, and Town Departments on an as needed basis..
2. Consult with the Town Stormwater Management Officer on stormwater violation issues and provide residents and potential applicants with stormwater related pre-application information inclusive of meetings and base information.
3. Review, as requested, Stormwater Regulations and Illicit Discharge Detection Elimination Regulations other Town Ordinances and Regulations and other applicable ordinance and will make recommendations.

4. Provide consultation services to the Town in order to achieve compliance with the current Town of Kent NYSDEC MS4 Stormwater Permit. Included in these services are the development of all materials, conducting educational sessions, and inspection of Town facilities.
5. Completion of the NYSDEC MS4 annual report as required by NYSDEC. Present the annual report to the Town Board at a public meeting.
6. Inspection potential illicit discharges as requested by the Stormwater Management Officer (SMO).
7. Inspection of construction sites as requested by the Stormwater Management Officer.
8. Attend meetings and coordinate activities of the Stormwater Committee as requested by the Chairperson of the Committee.
9. Maintain GIS stormwater infrastructure map and provide GPS services as needed.
10. Attend all East of Hudson (EOH) Corporation Board of Directors meetings and serve as a technical adviser to the East of Hudson Executive Committee.
11. Attend all East of Hudson (EOH) Coalition meetings.
12. Consultant shall provide consultation on stormwater management matters during the environmental review process before the Planning Board and Town Board.

#### **Submitting a Quotation**

The submitted quotation should address the scope of services described above. Proposals and cost schedule will become part of the contract that is negotiated with the Town. The submission should have consecutively numbered pages and contain the following information, organized in accordance with this list:

- A. **Contact Information:** The firm's name, office address, telephone number, fax number and email address of the person or persons authorized to represent the proposer and to whom correspondence should be directed.
- B. **Fee Schedule:** A proposal to provide the services as outlined under one of the following fee schedules:
  - a. All services will be provided under a monthly retainer fee.
  - b. All services will be provided on a time billed basis without a retainer.
  - c. Services will be provided through a combination of a monthly retainer fee and time billed services.

Please provide the following information:

1. If applicable, the amount of proposed retainer and description of matters included in the retainer. <sup>1</sup>If applicable, the hourly rate for all of the individuals who may be working with the Town of Kent, and the description of matters that will be billed hourly.
2. Describe any services listed in this RFP which you would not be able to provide and the arrangements you propose to provide such services. Identify your billable in-house expense items and the amounts you propose to bill for them.

<sup>1</sup> The Town does not consider it appropriate to bill for research or other work billed to another client,

for more than one individual for consultations among individuals in the same firm, for travel time between an individual's home or office and locations in Putnam County, or for other travel time not devoted to preparation for or other work on Town matters.

3. If applicable, the hourly rate for all of the individuals who may be working with the Town of Kent, and the description of matters that will be billed hourly.
4. Describe any services listed in this RFP which you would not be able to provide and the arrangements you propose to provide such services.
5. Identify your billable in-house expense items and the amounts you propose to bill for them.

**C. Qualifications:** Please provide the following information:

1. Describe your firm's background and history; include number of years in business and describe your firm's training and experience in municipal services.
2. Name the individual(s) from your firm whom you propose will provide the outlined professional services to the Town. If you are a sole practitioner, please identify any other individual you would expect to use as backup or for specific areas of expertise. Provide the following for each:
  - a. Professional certification(s): Specifically certification as a Certified Professional in Erosion and Sediment Control (CPESC) and Certified Professional in Stormwater Quality (CPSWQ).
  - b. Description of education (including name of educational institutions, degrees conferred, and year of each degree)
  - c. Professional background and professional associations;
  - d. Particular areas of expertise and training.
3. Provide reference contact information for three clients for which services have been provided in the last three years, at least one of which should be a municipal client. Please include the contact person's name, office address, phone and fax numbers, and email address.
4. Describe how you will keep the Town Board and the Supervisor informed about the status of matters. Describe your procedures for assuring that Town representatives will be able to contact and consult with you, or another qualified professional in the same firm who is familiar with Town matters, on an as needed basis.
5. List all clients that could potentially pose a conflict of interest with your services to the Town of Kent, e.g. persons or entities doing business with or having relationships with the Town of Kent. Describe your procedures for identifying and resolving conflicts of interest.
6. What is the amount of your professional liability insurance? Identify your professional liability insurer and its rating by Best Insurance Digest.

**D. Additional Information:** Any other information that you feel is applicable to the evaluation of the quotation or of your qualifications for providing the professional services specified. You may use this section to address those aspects of your services that distinguish your firm from other firms.

One original and five copies of the quote must be received no later than noon on \_\_\_\_\_ 2014.  
Quotes are to be sent to:

Hon. Maureen Fleming, Town Supervisor  
Town of Kent  
25 Sybil's Crossing  
Kent Cliffs, NY 10512

Quotes should be marked "Town of Kent Wetland/Environmental Consultant RFP." Facsimile proposals will not be accepted. Additionally, please email an electronic copy of your proposal in PDF format to Town Supervisor Maureen Fleming ([mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)).

Submissions received after the deadline may be disqualified.

### **Evaluation and Selection Process**

The following information will be taken into consideration during the evaluation process:

1. Cost of providing services.
2. Qualifications identified in the quotation.
3. Local availability, support staff, and range of services offered.
4. Workload capacity and level of experience commensurate with the level of service required by the Town.
5. Professional reputation for providing high-quality services and ability to work cooperatively with the Town Board, Town Supervisor, Town Clerk, and department heads.
6. Sound judgment, integrity, and reliability as determined by references provided.
7. Interview with the Town Board as required.

The Town may seek clarification of submitted quotations and additional evidence of abilities prior to selection. The Town may invite one or more applicants to be interviewed by the Town Board.

The Town Board will choose a finalist with whom to negotiate a contract. A contract between the Town of Kent and the selected individual or firm will define the extent of services to be rendered and the method and amount of compensation. The contract will be executed upon Town Board approval.

**The acquisition of professional services is exempt from a formal bidding process under New York State Law. The selection of the service provider will be at the sole discretion of the Supervisor and Town Board.**

### **Additional Information**

Questions regarding this RFP should be directed to:

Maureen Fleming, Supervisor  
(845) 225-3943

[mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)

The Town of Kent is not liable for any costs you incur in the preparation and/or presentation of the proposal.

The following schedule for this RFP is anticipated:

- I. RFP issued –
- II. Deadline for quotations –
- III. Interviews of potential candidates –
- IV. Award and negotiation of contract –

M7

mtg # 7

**TOWN OF KENT  
25 SYBIL'S CROSSING  
KENT CLIFFS, NEW YORK 10512**

**REQUEST FOR PROPOSALS  
FOR PROFESSIONAL SERVICES  
TOWN WETLAND/ENVIRONMENTAL CONSULTANT**

General Information

The Town Board of the Town of Kent, New York invites qualified firms or individuals to submit quotations for wetland/environmental consultant services as described in the scope of services set forth in this request for proposals (RFP).

The Town of Kent is located in Putnam County. According to the United States Census, the Town had a population of 13,507 in 2010. Town Hall and government offices are located at 25 Sybil's Crossing, Kent Cliffs, New York. A five member Town Board, made up of the Supervisor and four Councilpersons elected at large, is the governing body of the Town. The Supervisor's term is two years; the Councilperson's terms are four years. The Supervisor is the Chief Executive Officer of the Town. The Town Board is the legislative body responsible for setting policy, adopting the annual budget, approving contracts and expenditures, and enacting the Town's laws and resolutions.

The Town Board selects the Town Attorney, Planning Board Attorney, Town Planner, Town Engineer, Stormwater Manager and Town Wetland/Environmental Consultant, all of whom report to the Town Board and Supervisor. Appointments are at will and are renewable for periods of one year, as determined by the Town Board. These appointments are as independent contractors. All persons employed by a firm in accordance with a contract resulting from this RFQ will be employees of the firm and not of the Town of Kent.

More information may be found on the Town's website: [www.townofkentny.gov](http://www.townofkentny.gov)

Scope of Services

The services of the Town Wetland/Environmental Consultant include but are not limited to, the following:

1. Furnish the services of an Environmental Planner to be present at Town Board and Planning Board meetings and be available during the work day to meet with the Town Supervisor, Town Board Members, Planning Board Chairperson, Planning Board Members, and Town Departments on an as needed basis..
2. Consult with the Town Building Department./Code Enforcement Officer on wetland violation issues and provide residents and potential applicants with wetland related pre-application information inclusive of meetings and base information.
3. Review, as requested, Town Wetland Regulations and other Town Ordinances and Regulations as they relate to the Wetland Ordinance and other applicable ordinance and will make recommendations.

4. Provide consultation services to the Planning Board on wetland applications. Provide consultation services to the Planning Board on biodiversity, threatened, endangered and species of special concern, habitats, trees, soils (natural resource matters). Provide information relative to completeness reviews and written and verbal reports on individual applications; review and confirm wetland delineations and natural resource information and coordinate review and process wetland permit applications and natural resource information before the Planning Board; consult to the Planning Board on wetland mitigation/restoration plans; review and confirm wetland delineations review and confirm natural resource information and provide consultation on subdivision, special permit and site plan applications before the Planning Board, at the request of the Planning Board and Town Board.
5. Perform final inspection of wetland permit and natural resource activities and related mitigation improvements to confirm their completion in accordance with the terms of such permit, which inspection shall take place prior to issuance of a Certificate of Completion.
6. Consultant shall provide consultation on wetland and natural resource matters during the environmental review process before the Planning Board and Town Board.

#### **Submitting a Quotation**

The submitted quotation should address the scope of services described above. Proposals and cost schedule will become part of the contract that is negotiated with the Town. The submission should have consecutively numbered pages and contain the following information, organized in accordance with this list:

- A. **Contact Information:** The firm's name, office address, telephone number, fax number and email address of the person or persons authorized to represent the proposer and to whom correspondence should be directed.
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  - c. Services will be provided through a combination of a monthly retainer fee and and time billed services.

Please provide the following information:

1. If applicable, the amount of proposed retainer and description of matters included in the retainer. <sup>1</sup>If applicable, the hourly rate for all of the individuals who may be working with the Town of Kent, and the description of matters that will be billed hourly.
2. Describe any services listed in this RFP which you would not be able to provide and the arrangements you propose to provide such services. Identify your billable in-house expense items and the amounts you propose to bill for them.

<sup>1</sup> The Town does not consider it appropriate to bill for research or other work billed to another client, for more than one individual for consultations among individuals in the same firm, for travel time between an individual's home or office and locations in Putnam County, or for other travel time not devoted to preparation for or other work on Town matters.

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**C. Qualifications:** Please provide the following information:

1. Describe your firm's background and history; include number of years in business and describe your firm's training and experience in municipal services.
2. Name the individual(s) from your firm whom you propose will provide the outlined professional services to the Town. If you are a sole practitioner, please identify any other individual you would expect to use as backup or for specific areas of expertise. Provide the following for each:
  - a. Professional certification(s): Specifically certification as a Professional Wetland Scientist (PWS), Certified Ecologist (ESA) and Registered Soil Scientist (SSSSNE).
  - b. Description of education (including name of educational institutions, degrees conferred, and year of each degree)
  - c. Professional background and professional associations;
  - d. Particular areas of expertise and training.
3. Provide reference contact information for three clients for which services have been provided in the last three years, at least one of which should be a municipal client. Please include the contact person's name, office address, phone and fax numbers, and email address.
4. Describe how you will keep the Town Board and the Supervisor informed about the status of matters. Describe your procedures for assuring that Town representatives will be able to contact and consult with you, or another qualified professional in the same firm who is familiar with Town matters, on an as needed basis.
5. List all clients that could potentially pose a conflict of interest with your services to the Town of Kent, *e.g.* persons or entities doing business with or having relationships with the Town of Kent. Describe your procedures for identifying and resolving conflicts of interest.
6. What is the amount of your professional liability insurance? Identify your professional liability insurer and its rating by Best Insurance Digest.

**D. Additional Information:** Any other information that you feel is applicable to the evaluation of the quotation or of your qualifications for providing the professional services specified. You may use this section to address those aspects of your services that distinguish your firm from other firms.

One original and five copies of the quote must be received no later than noon on \_\_\_\_\_ 2014.  
 Quotes are to be sent to:

Hon. Maureen Fleming, Town Supervisor  
 Town of Kent  
 25 Sybil's Crossing  
 Kent Cliffs, NY 10512

Quotes should be marked "Town of Kent Wetland/Environmental Consultant RFP." Facsimile



proposals will not be accepted. Additionally, please email an electronic copy of your proposal in PDF format to Town Supervisor Maureen Fleming (mfleming@townofkentny.gov).

Submissions received after the deadline may be disqualified.

### **Evaluation and Selection Process**

The following information will be taken into consideration during the evaluation process:

1. Cost of providing services.
2. Qualifications identified in the quotation.
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4. Workload capacity and level of experience commensurate with the level of service required by the Town.
5. Professional reputation for providing high-quality services and ability to work cooperatively with the Town Board, Town Supervisor, Town Clerk, and department heads.
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7. Interview with the Town Board as required.

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The Town Board will choose a finalist with whom to negotiate a contract. A contract between the Town of Kent and the selected individual or firm will define the extent of services to be rendered and the method and amount of compensation. The contract will be executed upon Town Board approval.

**The acquisition of professional services is exempt from a formal bidding process under New York State Law. The selection of the service provider will be at the sole discretion of the Supervisor and Town Board.**

### **Additional Information**

Questions regarding this RFP should be directed to:

Maureen Fleming, Supervisor

(845) 225-3943

[mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)

The Town of Kent is not liable for any costs you incur in the preparation and/or presentation of the proposal.

The following schedule for this RFP is anticipated:

- I. RFP issued –
- II. Deadline for quotations –
- III. Interviews of potential candidates –
- IV. Award and negotiation of contract –

MIO

**Town of Kent**  
**Office of the Building Inspector**  
25 Sybil's Crossing  
Kent Lakes New York 10512  
845-306-5597

BM  
✓ Maureen  
mtg # 10

March 18<sup>th</sup>. 2014

Supervisor Maureen Fleming  
and Town Board Members  
25 Sybil's Crossing  
Kent Lakes New York 10512

RE: Request to attend NYSBOC Conference

Dear Honorable Supervisor and Town Board Members:

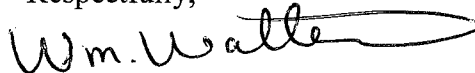
I respectfully request permission for William Walters to attend the 2014 NYSBOC Educational Conference which will be held on April 23, 24, 25, 2014

This conference will be held in Poughkeepsie NY at the Poughkeepsie Grand Hotel located on 40 Civic Center Plaza.

The cost for the conference is \$300.00 dollars. I've budgeted this training for 2014.

Thank you in advance for your approval

Respectfully,



William Walters  
Building Inspector  
Town of Kent

M15

mtg - T 15

**RESOLUTION**

Supervisor Fleming offered the following resolution, which was seconded by Councilman \_\_\_\_\_, who moved its adoption:

WHEREAS, the Town of Kent and Kent Materials, LLC have negotiated a Stormwater Management Facilities Inspection and Maintenance Agreement, attached hereto as Exhibit A, pursuant to the requirements of Chapter 66 of the Town Code in connection with land use approvals obtained by Kent Materials, LLC from the Town of Kent Planning Board on February 28, 2014; and

WHEREAS, as a condition of the Planning Board approvals and in order to comply with Chapter 66 of the Town Code, Kent Materials, LLC has submitted three (3) performance bonds in amounts recommended by the Planning Board in reliance on its engineering consultant, as follows:

- a) Performance Bond for Stormwater Management Facilities in the initial amount of \$57,300.00, to be increased in the future to the total of \$82,290.00, attached hereto as Exhibit B;
- b) Performance Bond for Erosion and Sediment Control in the amount of \$17,885.00, attached hereto as Exhibit C; and
- c) Performance Bond for Site Stability Maintenance and Erosion Control Contingency Plan in the amount of \$50,000.00, attached hereto as Exhibit D.

NOW, THEREFORE, BE IT RESOLVED that:

- 1) The Town Board approves, authorizes and ratifies (a) the Supervisor's execution of the proposed Stormwater Management Facilities Inspection and Maintenance Agreement or any other agreement having substantially

the same or similar provisions, subject to actual signatures and delivery of the Agreement by Kent Materials, LLC and (b) payment of costs necessary for and incidental to the recording of the Agreement in the Putnam County Clerk's office.

- 2) The Town Board hereby approves and accepts the aforesaid three (3) performance bonds.

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

Supervisor Fleming	_____
Councilman Tierney	_____
Councilman Denbaum	_____
Councilwoman Osborn	_____
Councilman Huestis	_____

DATED: Kent Lakes, New York  
April \_\_, 2014

\_\_\_\_\_  
YOLANDA D. CAPPELLI  
TOWN CLERK

Exhibit A

Stormwater Management Facilities Inspection and Maintenance  
Agreement

**STORMWATER MANAGEMENT FACILITIES**  
**INSPECTION AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Owner"), and the TOWN OF KENT, a municipal corporation having an office at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Town").

**WITNESSETH:**

**WHEREAS**, Owner is the current fee owner of certain premises located in the Town of Kent, County of Putnam and State of New York having tax grid numbers 12.-1-44 and described by metes and bounds on **Schedule A** annexed hereto (the "Premises"); and

**WHEREAS**, Owner is seeking one or more approvals from the Town for land development activity at the Premises, commonly known as "Kent Materials Site Plan, 1264 N.Y.S. Route 52," in connection with which stormwater management facilities (the "Facilities"), in the event of administrative land use approvals, shall be required in accordance with the Town's Code in effect as of the date of this Agreement (the "Code"); and

**WHEREAS**, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility; and

**WHEREAS**, as a condition to the issuance of such approval(s) the Code further requires Owner to execute this Agreement and record the same in the Office of the Putnam County Clerk.

**WHEREAS**, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".



**NOW THEREFORE**, for valuable consideration received, the Owner and the Town hereby agree as follows:

1. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall at all times properly operate and maintain all Facilities and all related systems of stormwater treatment and control in accordance with the provisions of Chapter 66 of the Code of the Town of Kent and applicable New York State Department of Environmental Conservation and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines (collectively, the "Standards").
2. In accordance with the terms and conditions of a Stormwater Management Facilities Inspection and Maintenance Easement ("Easement") of even date herewith, to be recorded in the Putnam County Clerk's Office, Owner has granted unto the Town, its successors and assigns forever, a perpetual easement and right-of-way to enter upon the Premises in order to access the Facilities at reasonable times and in a reasonable manner for periodic inspection by the Town and to ensure that the Facilities are maintained in proper working condition to meet design standards and any other provisions established by Chapter 66 of the Code of the Town of Kent in effect as of the date of the Easement and as amended hereafter.
3. This Agreement shall not confer upon the Town any duty or obligation to fix or maintain the Facilities. Further, the Town's acceptance of any rights pursuant to this Agreement and any applicable provisions of the Code of the Town of Kent shall not be deemed or construed as acceptance by the Town of any duty or obligation to fix or maintain the Facilities.
4. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall be bound to the maintenance provisions more specifically described in a report titled "Stormwater Pollution Prevention Plan" Insite Engineering, Surveying & Landscape Architectures, P. C., last revised December 19, 2013 (the "SWPPP") and depicted in the approved Project Plans for the Facilities as listed in **Schedule B** annexed to this Agreement, in accordance with all applicable Standards.
5. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall maintain, clean, repair, replace and continue the stormwater control measures for the Facilities described in the SWPPP and depicted on the plans listed in **Schedule B** as necessary to ensure optimum performance of the measures to design specifications, in accordance with all applicable Standards.
6. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall be responsible for all expenses related to the maintenance of the stormwater control measures for the Facilities and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities within ninety (90) days after any conveyance or transfer.
7. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall provide for the periodic inspection of the stormwater control measures for the

Facilities, not less than once in every five-year (5-year) period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Stormwater Management Officer of the Town of Kent ("SMO"), within thirty (30) days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures for the Facility.

8. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Facilities' stormwater control measures except in accordance with prior written approval of the SMO.

9. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall promptly undertake necessary repairs and replacement of the Facilities' stormwater control measures at the direction of the SMO or in accordance with the recommendations of the inspecting engineer.

10. If ever the SMO determines that the Facilities Owner, or upon Owner's conveyance of the Premises, its successors or assigns, has failed to construct, inspect, operate or maintain the Facilities' stormwater control measures in accordance with the project plans or this Agreement, or has failed to undertake corrective action specified by the SMO or by the inspecting engineer, the SMO is authorized to undertake such steps as reasonably necessary for the construction, inspection, preservation, continuation or maintenance of the Facilities' stormwater control measures. The Facilities Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall be responsible to reimburse the Town for any costs incurred, including attorneys fees and other consultant fees and expenses, by the Town as a result of, or arising out of, owner failure to meet its obligations under this Agreement.

11. In the event of failure to reimburse the Town for such costs incurred by the Town pursuant to Paragraph 10, the Town may seek recovery as follows:

- a. The Town may seek recovery of unreimbursed fees by action, in law or in equity, venued in a court of appropriate jurisdiction, and the defendant(s) shall be responsible for the reasonable and necessary attorneys' fees expended by the Town in prosecuting such action.
- b. Alternatively, and at the sole discretion of the Town, the Town may seek recovery of unreimbursed fees by converting any amount expended or caused to be expended by the Town by charging such sums against the Premises, by adding that charge to, and making it a part of, the next annual real property tax assessment roll of the Town. Such charges shall be levied and collected at the same time and in the same manner as Town-assessed taxes and shall be paid to the Town Comptroller, to be applied in reimbursing the fund from which the costs were defrayed for the unreimbursed fees.

- c. In addition to the above remedies, the Town shall have the right to pursue injunctive relief in the courts of this State to compel the Owners to remedy any non-compliance with this Agreement, and the Town shall be entitled to recover its costs, expert witness fees, and reasonable attorney fees expended in such efforts.

12. Any damage to the Facilities caused by the Town in inspecting the said stormwater control system shall be restored, repaired or otherwise remedied by the Town.

13. In the event that the New York State Department of Environmental Conservation ("NYSDEC") serves a notice of violation upon the Town, brings an administrative complaint against the Town and/or commences a civil suit against the Town due to a violation of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems GP-02-02, and such notice of violation, administrative complaint or civil suit is a result of, due to a consequence of or the outcome of any action by the Owner, or its successors or assigns, in violation of any of the provisions of this Agreement or of Chapter 66 of the Code of the Town of Kent, the Owner or its successors or assigns shall indemnify and hold harmless the Town for any and all fines, damages or penalties imposed by the NYSDEC upon the Town.

14. Owner shall provide to the Town, prior to construction of any of the Facilities, a performance bond, supported by sufficient security in an amount determined by the Town and in the form of a cash escrow, irrevocable letter of credit, or certified check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the project and names the Town as the beneficiary. The performance guarantee shall remain in force until the Owner is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or other such certification that the Facilities have been constructed in accordance with the approved plans and specifications and that a two-year inspection has been conducted and the Facilities have been found to be acceptable to the Town as required by Chapter 66 of the Code of the Town of Kent.

15. Owner hereby covenants that the Owner is seized of the Premises in fee simple and has good right to execute this Agreement; shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Town.

16. This Agreement, or a memorandum of this Agreement, shall be recorded and it shall run with the land in perpetuity and is binding upon the Owner, its successors and assigns.

17. Notwithstanding anything to the contrary hereinabove, and for the purpose of implementing conditions attached to the Owner's approvals, and included in Note 6 on Drawing SP-2 and in General Note 25 on Drawing SP-1, Owner shall provide the Town with a future cash deposit of \$50,000 for the purposes of (a) securing the maintenance of the stability of the site to the satisfaction of the Town, after the NYSDEC's certification of completion of removal of aggregate materials, in accordance with the standards set forth within the NYSDEC's Multi-Sector General Permit and the state's General Permit for Construction Activity, and (b) securing the performance of the erosion control contingency plan found within Drawing SP-2. In the event that the Owner's obligations to maintain security with the Town under a Performance Bond for Erosion and Sedimentation Control and a Performance Bond for Stormwater Management Facilities through Phase 4 of the Project come to an end, then the amount of the cash security of those bonds (i.e., the respective bond amounts established to be in place for Phase 4 of the Project) shall be retained by the Town to the extent necessary, or supplemented by the Owner to the extent necessary, to establish the aforesaid \$50,000 cash deposit. It is expressly understood and agreed by Owner that before any work may begin on Phase 4 of the project, the Performance Bond for Stormwater Management Facilities shall be renewed to the satisfaction of the Town and increased in amount by \$24,990, absent which the Owner shall not be entitled to undertake Phase 4 work. To insure that funds are on hand with the Town to fund the \$50,000 cash deposit when it is due, Owner will not seek future reductions of performance bond amounts. The Owner shall be obligated to maintain the Phase 4 erosion control contingency \$50,000 cash deposit to the Town, as stated in General Note 25 on Drawing SP-1 "Amended Layout and Landscape Plan", in the event that work has not started on the structure identified within the approved plans within one (1) year after the NYSDEC's certification of the completion of aggregate removal from the site. A performance obligation entitled "PERFORMANCE BOND FOR SITE STABILITY MAINTENANCE AND EROSION CONTROL CONTINGENCY PLAN" has been provided by the Owner to the Town with respect to this \$50,000 obligation, and its terms shall be binding on Owner's successors and assigns. In the event of Owner's non-performance of any of its obligations under this Paragraph of this Agreement, the Town shall have the same remedies available to it to address the Owner's default as are set forth in Paragraph "10" and "11" of this Agreement, and the provisions of this paragraph shall also run with the land and bind the successors and assigns of Owner.

**IN WITNESS WHEREOF**, the Owner and the Town have executed this Agreement as of the date first herein above set forth.

TOWN OF KENT

KENT MATERIALS, LLC

By: \_\_\_\_\_  
Maureen Fleming, Supervisor

By: \_\_\_\_\_  
Paul Bucello, Member

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2014, before me, the undersigned, personally appeared MAUREEN FLEMING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.

---

NOTARY PUBLIC

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2014, before me, the undersigned, personally appeared PAUL BUCELLO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.

---

NOTARY PUBLIC

Record & Return to:  
Van Dewater & Van DeWater, LLP  
c/o Ronald C. Blass, Esq.  
81 Civic Center Plaza, Suite 101  
P. O. Box 112  
Poughkeepsie, New York 12602

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## **SCHEDULE A**

### **KENT MATERIALS OVERALL PARCEL DESCRIPTION**

All that certain plot, piece or parcel of land situate, lying and being in the Town of Kent, County of Putnam and State of New York, bearing Town of Kent Tax Map Number 12.-1-44 and which is more accurately bounded and described as follows:

**BEGINNING** at a point on the easterly line of the State Highway known as Route 52 which said Point and monument is that southwesterly corner of land now or formerly of Sun Oil Co;

**THENCE** along said land now or formerly of Sun Oil Co. the following courses:

South 83 degrees 38' 30" East 310.77 feet;

South 59 degrees 28' 20" East 41 feet;

South 75 degrees 19' 30" East 73.50 feet;

North 80 degrees 37' 20" East 73.20 feet;

North 37 degrees 49' 40" East 257.94 feet; and

North 36 degrees 42' 40" East 94.07 feet to a point in the westerly side of Interstate Route 84;

**THENCE** along the westerly side of Route 84 the following courses and distances:

South 1 degree 13' 20" East 714.40 feet;

South 3 degrees 11' 20" East 311.89 feet;

South 15 degrees 59' 20" East 256.16 feet; and

South 16 degrees 50' 20" East 305.91 feet to a point;

**THENCE** South 73 degrees 09' 40" West 20 feet;

South 19 degrees 07' 30" West 274.01 feet;

North 85 degrees 32' 35" West 666.95 feet;

South 57 degrees 36' 30" West 399.32 feet to a point in the easterly road line of New York State Highway Route 52;

**THENCE RUNNING** along the said line of Route 52 the following courses and distances;

North 14 degrees 02' 00" West 193.70 feet on a curve to the right having a radius of 1146.00 feet and an arc length of 961.40 feet and

North 34 degrees 02' 00" East 201.71 feet to the point or place of **BEGINNING**.

## **SCHEDULE B**

### **STORMWATER CONTROL FACILITIES AND APPROVED PROJECT PLANS DRAWING LIST**

<b>Stormwater Control Facilities</b>
<b>Sediment Basin 1.1P</b>
<b>Infiltration Basin 1.2I</b>
<b>Grass Swales, Rip Rap Swales</b>
<b>Subsurface Stormwater Collection Systems</b>
<b>Gravel Surface</b>

- **Drawing SP-1 "Amended Layout and Landscape Plan"**
- **Drawing SP-2 "Amended Grading and Utilities Plan"**
- **Drawing SP-3 "Sediment and Erosion Control Plan"**
- **Drawing MP-1 "Mining Plan"**
- **Drawing D-1 "Site Details"**
- **Drawing D-2 "Site Details"**
- **Drawing D-3 "Site Details"**

Exhibit B

Performance Bond for Stormwater Management Facilities



## **PERFORMANCE BOND FOR STORMWATER MANAGEMENT FACILITIES**

Bond given by KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated \_\_\_\_\_, \_\_\_\_, 2014.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the initial sum of \$57,300.00, to be increased as set forth hereafter to \$82,290, for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which stormwater management facilities (the "Facilities") are required; and

WHEREAS, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility, with associated removal of aggregate material; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".

WHEREAS, Obligor submitted to the Town a Stormwater Pollution Prevention Plan prepared by Insite and last revised March 11, 2014 (the "SWPPP"), which identify the Facilities for this land development activity; and

WHEREAS, the Planning Board recommended that the Town allow phased and sequential performance bonding of the installation of the Facilities, in accordance with the Project Plans and the SWPPP, for each of Phases 2, 3 and 4 as identified on Insite's Sediment and Erosion Control & Phasing Plan, SP-3, last revised March 4, 2014; and

WHEREAS, the sequential amounts set forth in this phased bond obligation are based upon a recommendation by the Engineer to the Town dated February 28, 2014.

WHEREAS, as condition to the issuance of approval of a land development activity, the Obligor, prior to construction, provides the Obligees with a cash escrow of \$57,300.00 which guarantees satisfactory completion of the Facilities for Phase 2 and Phase 3 of the land development activity, and the Obligor has committed to deposit an additional \$24,990 with the Obligees, for a total of \$82,290 as a precondition of commencing land development activity on Phase 4, which security in its entirety shall remain in full force and effect until the Obligor is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or such other certification that the Facilities in their entirety for all phases have been completed in accordance with all plans and specifications forming the basis of the approved Project Plans and the SWPPP.

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly construct the aforesaid Facilities identified for Phase 2, 3 and 4 land development activity in accordance with the Project Plans approved by the Town of Kent and in accordance with the SWPPP, and if said improvements are deemed complete by the Town of Kent, and if Obligor is released from liability by the Obligees, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

The Obligor shall at all times provide the Obligees with such security as the Obligees shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

Cash deposit in the sum of \$57,300.00 as of the making of this performance bond with an obligation to make an additional future and cumulative cash deposit of \$24,990 as aforesaid.

If the event the Facilities for Phase 2 are not constructed and completed according to the Project Plans and SWPPP by August 30, 2014 , the Facilities for Phase 3 are not constructed and completed according to the Project Plans and SWPPP by November 30, 2015, or the Facilities for Phase 4 are not constructed and completed according to the Project Plans and SWPPP by November 30, 2016, the Obligee shall have the right to apply the aforesaid security and complete the work with full use of said sums as the Obligee requires, or in the alternative at its exclusive option, Obligee shall have the right to use the security to restore and render stable and environmentally sound the Project site.

The Obligor agrees to execute and/or endorse and deliver to the Town required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the Facilities and the site work being performed in accordance with the approved project plans and SWPPP and to complete the work in the event the Obligee fails to do so. This right of the Obligee shall run with the land.

In the event that Obligor interferes with the Obligee's exercise of its rights under this instrument, the Obligee shall be entitled to recover of Obligor the Obligee's attorneys fees, other consultant costs, and expenses resulting from or arising out of Obligor's interference. This right of the Obligee shall run with the land.

The obligations of Obligor in this performance bond may not be assigned or assumed by a third party without the prior written approval of the Town Board of the Town of Kent.

Dated: \_\_\_\_\_, 20\_\_\_\_

KENT MATERIALS, LLC

By: \_\_\_\_\_  
Paul Bucello, Member

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bucello personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
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Exhibit C

Performance Bond for Erosion and Sediment Control

## **PERFORMANCE BOND FOR EROSION AND SEDIMENTATION CONTROL**

Bond given by KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated \_\_\_\_\_, 2014.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$17,885 for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which erosion and sedimentation controls ("Controls") are required; and

WHEREAS, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility, with associated removal of aggregate material; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".

WHEREAS, Obligor submitted to the Town Erosion and Sedimentation Control plans forming a part of the Project Plans; and

WHEREAS, the Planning Board has recommended that the Town allow phased and sequential performance bonding of the installation of the Controls, in accordance with the Project Plans for each of Phases 2, 3 and 4 as identified on Insite's Sediment and Erosion Control & Phasing Plan, SP-3, last revised March 4, 2014; and

WHEREAS, the amount of this bond is based upon a recommendation by the Engineer to the Town dated February 28, 2014; and

WHEREAS, as condition to the issuance of approval of a land development activity, the Obligor, prior to construction, provides the Obligee with a cash escrow of \$17,885 which guarantees satisfactory completion of the Controls, which security shall remain in full force and effect until the Obligor is released from liability by the Town.

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly construct the aforesaid Controls identified for Phases 2, 3 and 4 land development activity in accordance with the Project Plans approved by the Town of Kent, and if said improvements are deemed complete by the Town of Kent, and if Obligor is released from liability by the Obligee, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

The Obligor shall at all times provide the Obligee with such security as the Obligee shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

Cash deposit in the sum of \$17,885.

If the event the Controls for Phase 2 are not constructed and completed according to the Project Plans by August 30, 2014, the Controls for Phase 3 are not constructed and completed according to the Project Plans by November 30, 2015, or the Controls for Phase 4 are not constructed and completed according to the Project Plans by November 30, 2016, the Obligee shall have the right to withdraw the aforesaid security and complete the work with full use of said sums as the Obligee requires, or in the alternative at its exclusive option, Obligee shall have the right to apply the security to restore and render stable and environmentally sound the Project site.

The Obligor agrees to execute and/or endorse and deliver to the Town any documents required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the Controls and the site work being performed in accordance with the approved project plans and SWPPP and to complete the work in the event the Obligee fails to do so, or to restore the project site. This right of the Obligee shall run with the land.

In the event that Obligor interferes with the Obligee's exercise of its rights under this instrument, the Obligee shall be entitled to recover of Obligor the Obligee's attorneys fees, other consultant costs, and expenses resulting from or arising out of Obligor's interference. This right of the Obligee shall run with the land.

The obligations of Obligor in this performance bond may not be assigned or assumed by a third party without the prior written approval of the Town Board of the Town of Kent.

Dated: \_\_\_\_\_, 20\_\_\_\_

KENT MATERIALS, LLC

By: \_\_\_\_\_  
Paul Bucello, Member



STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bucello personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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## **PERFORMANCE BOND FOR STORMWATER MANAGEMENT FACILITIES**

Bond given by KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated \_\_\_\_\_, \_\_\_\_, 2014.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the initial sum of \$57,300.00, to be increased as set forth hereafter to \$82,290, for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which stormwater management facilities (the "Facilities") are required; and

WHEREAS, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility, with associated removal of aggregate material; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".

WHEREAS, Obligor submitted to the Town a Stormwater Pollution Prevention Plan prepared by Insite and last revised March 11, 2014 (the "SWPPP"), which identify the Facilities for this land development activity; and

WHEREAS, the Planning Board recommended that the Town allow phased and sequential performance bonding of the installation of the Facilities, in accordance with the Project Plans and the SWPPP, for each of Phases 2, 3 and 4 as identified on Insite's Sediment and Erosion Control & Phasing Plan, SP-3, last revised March 4, 2014; and

WHEREAS, the sequential amounts set forth in this phased bond obligation are based upon a recommendation by the Engineer to the Town dated February 28, 2014.

WHEREAS, as condition to the issuance of approval of a land development activity, the Obligor, prior to construction, provides the Obligees with a cash escrow of \$57,300.00 which guarantees satisfactory completion of the Facilities for Phase 2 and Phase 3 of the land development activity, and the Obligor has committed to deposit an additional \$24,990 with the Obligees, for a total of \$82,290 as a precondition of commencing land development activity on Phase 4, which security in its entirety shall remain in full force and effect until the Obligor is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or such other certification that the Facilities in their entirety for all phases have been completed in accordance with all plans and specifications forming the basis of the approved Project Plans and the SWPPP.

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly construct the aforesaid Facilities identified for Phase 2, 3 and 4 land development activity in accordance with the Project Plans approved by the Town of Kent and in accordance with the SWPPP, and if said improvements are deemed complete by the Town of Kent, and if Obligor is released from liability by the Obligees, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

The Obligor shall at all times provide the Obligees with such security as the Obligees shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

Cash deposit in the sum of \$57,300.00 as of the making of this performance bond with an obligation to make an additional future and cumulative cash deposit of \$24,990 as aforesaid.

If the event the Facilities for Phase 2 are not constructed and completed according to the Project Plans and SWPPP by August 30, 2014 , the Facilities for Phase 3 are not constructed and completed according to the Project Plans and SWPPP by November 30, 2015, or the Facilities for Phase 4 are not constructed and completed according to the Project Plans and SWPPP by November 30, 2016, the Obligee shall have the right to apply the aforesaid security and complete the work with full use of said sums as the Obligee requires, or in the alternative at its exclusive option, Obligee shall have the right to use the security to restore and render stable and environmentally sound the Project site.

The Obligor agrees to execute and/or endorse and deliver to the Town required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the Facilities and the site work being performed in accordance with the approved project plans and SWPPP and to complete the work in the event the Obligee fails to do so. This right of the Obligee shall run with the land.

In the event that Obligor interferes with the Obligee's exercise of its rights under this instrument, the Obligee shall be entitled to recover of Obligor the Obligee's attorneys fees, other consultant costs, and expenses resulting from or arising out of Obligor's interference. This right of the Obligee shall run with the land.

The obligations of Obligor in this performance bond may not be assigned or assumed by a third party without the prior written approval of the Town Board of the Town of Kent.

Dated: \_\_\_\_\_, 20\_\_

KENT MATERIALS, LLC

By: \_\_\_\_\_  
Paul Bucello, Member

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bucello personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_

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Exhibit D

Performance Bond for Site Stability Maintenance and Erosion  
Control Contingency Plan

**PERFORMANCE BOND FOR SITE STABILITY MAINTENANCE AND EROSION**  
**CONTROL CONTINGENCY PLAN**

Bond given by KENT MATERIALS, LLC, a domestic limited liability company, with its principal place of business located at 3 Waring Drive, Carmel, New York 10512 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated \_\_\_\_\_, 2014.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$50,000 for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which erosion and sedimentation controls ("Controls") are required; and

WHEREAS, on February 28, 2014, the Kent Planning Board adopted a resolution of conditional approval of land development activity in the nature of special use permit and site plan approval of development of a  $\pm$  26 acre site located at 1264 NYS Route 52 for use as a contractor office/storage yard facility, with associated removal of aggregate material; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

The facility shall be constructed in accordance with the plans and specifications prepared by Insite Engineering, Surveying & Landscape Architectures, P. C. ("Insite"), dated August 23, 2012 and bearing a latest revision date of December 19, 2013, as follows:

- a) Sheet SP-1, "Layout and Landscape Plan".
- b) Sheet SP-2, "Grading and Utilities Plan".
- c) Sheet SP-3, "Sediment and Erosion Control & Grading Plan".
- d) Sheet MP-1, "Mining Plan".
- d) Sheet D-1, "Site Details".
- e) Sheet D-2, "Drainage and Erosion Control Details".
- f) Sheet D-3, "Stormwater Details".

WHEREAS, Obligor submitted to the Town Erosion and Sedimentation Control plans forming a part of the Project Plans; and

WHEREAS, as a condition of approval, and in the event that work has not started on the contractor office/storage yard facility structure identified within the approved plans within one (1) year after the NYSDEC's certification of the completion of aggregate removal from the site, Owner is obligated to provide the Town with a future cash deposit of \$50,000 for the purposes of (a) securing the maintenance of the stability of the site to the satisfaction of the Town, after the NYSDEC's certification of completion of removal of aggregate materials, in accordance with the standards set forth within the NYSDEC's Multi-Sector General Permit and the state's General Permit for Construction Activity, and (b) securing the performance of the erosion control contingency plan found within Drawing SP-2 of the project plans.

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly maintain the stability of the site to the satisfaction of the Town, after the NYSDEC's certification of completion of removal of aggregate materials, in accordance with the standards set forth within the NYSDEC's Multi-Sector General Permit and the state's General Permit for Construction Activity, and (b) perform the erosion control contingency plan found within Drawing SP-2 of the project plans, and if Obligor is released from liability by the Obligee, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

The obligation of the Obligor will arise only in the event that work has not started on the structure identified within the approved plans within one (1) year after the NYSDEC's certification of the completion of aggregate removal from the site.

The Obligor shall at all times provide the Obligee with such security as the Obligee shall deem sufficient. In furtherance of this covenant, the Obligor will deliver to the Town of Kent the following security for faithful performance of this obligation: cash deposit in the sum of \$50,000 payable in the event that work has not started on the structure identified within the approved plans within one (1) year after the NYSDEC's certification of the completion of aggregate removal from the site.

The Obligor agrees to execute and/or endorse and deliver to the Town any documents required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the Obligor's obligations



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Louis M. Fernandez  
Director of Recreation and Parks



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March 28, 2014

03/29/14

Kent Town Board  
25 Sybil's Crossing  
Kent Lakes, NY 10512

Subject: 2014 Start Smart Baseball Personnel

Dear Town Board Members,

Our Start Smart Baseball program is set to start at the end of April. We have almost 60 children signed up for this program this year and because of that we need the appropriate number of assistants to run the program effectively. Jared Kuczenski is the Start Smart Coordinator and the general ratio needed to run this program at a quality level is 1 instructor for every 10-12 participants. Hiring 4 assistants will insure that our group sizes are manageable and that the kids get the attention needed. I am asking that Christopher Mendes, Dan Romero, Brian Sposato and Mike Lauria be hired as Start Smart Assistants, at a \$140 rate for the program. Each of these young men has volunteered or assisted in the past and have been reliable and accountable.

Thank you for your assistance in this matter.

Sincerely,

Louis Fernandez  
Director of Recreation and Parks