

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, April 6, 2021**

Face coverings are required for those that attend in person.
(Face-coverings shall include, but are not limited to, cloth masks (e.g. homemade sewn, quick cut, bandana), surgical masks, and N-95 respirators. Face shields are not an acceptable face covering unless it is used in conjunction with a mask.)

YouTube: <https://www.youtube.com/watch?v=j-o5aNp4Quw>
Cable Channels: Verizon – 28, Comcast – 95

Executive Session: 8:00am and 6:30 p.m.

The Town Board will hold an Executive Session at 8:00 a.m. to discuss discussions proposed, pending or current litigation and an Executive Session at 6:30 p.m. to discuss collective negotiations pursuant to article fourteen of the civil service law.

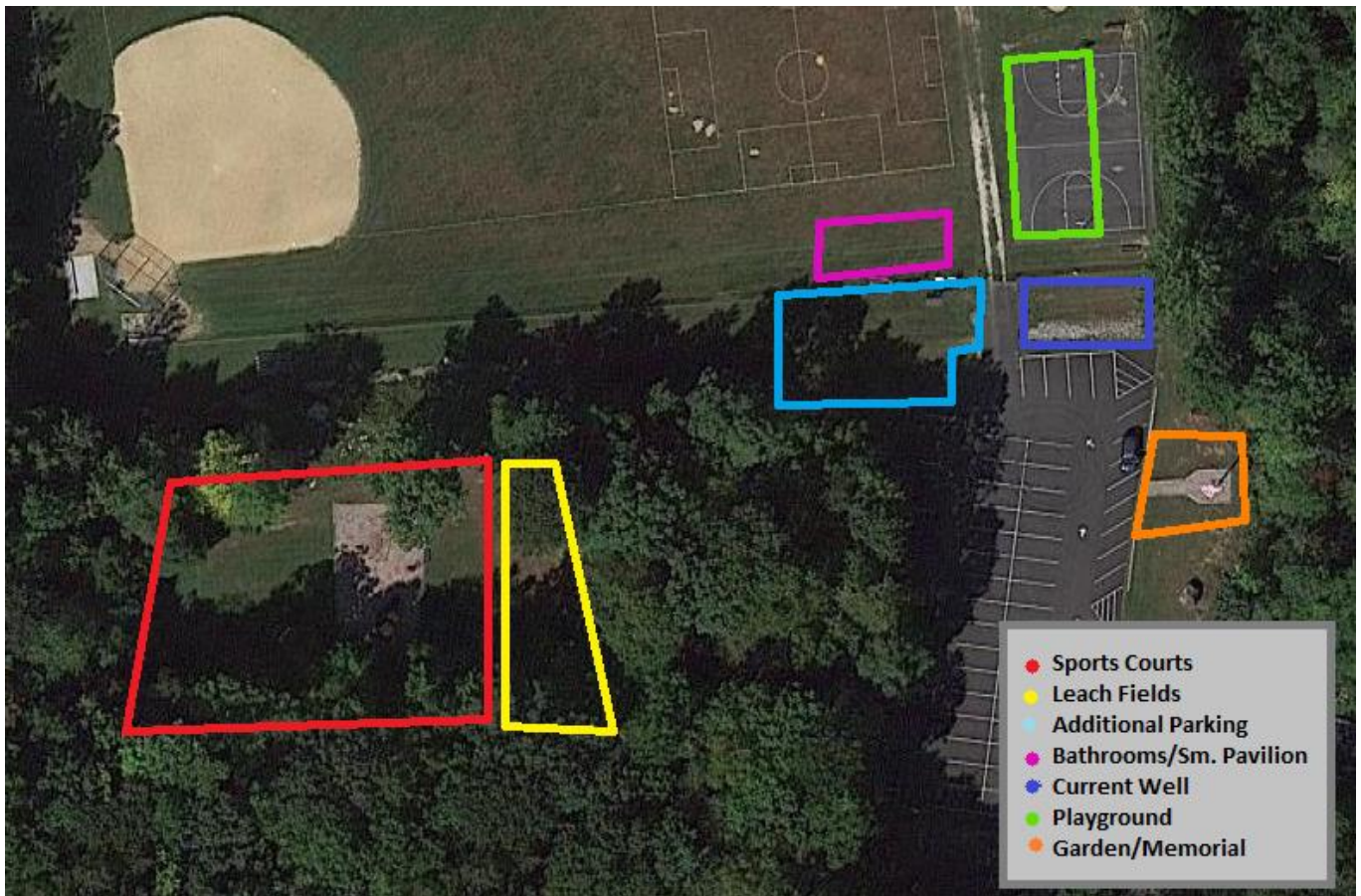
Workshop/Meeting: 7:00 p.m.

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Memorial Day Caravan Awards - Dale Cusak
 - b. Carmel Central School District Bus Depot Discussion
 - c. Recreation – Huestis Park discussion, temporary staffing changes, and approval of program aides and seasonal workers
 - d. Police Department – new vehicle purchase and hiring of dispatcher
 - e. Advertise Code Enforcer position for LISC Grant
 - f. Engineering quotes for 3 Town Buildings
 - g. Accounting – budget transfers
 - h. LCPD – lake management contract, sand for beaches, and porta-john rentals
 - i. Putnam County Real Property Contract
 - j. Planning – bond return for TM# 42.07-1-17, acceptance of bond for TM# 19.12-1-20
 - k. NYMIR Insurance renewal
 - l. Municipal Repairs – hiring of mechanic
 - m. Advertising for mowing services at abandoned cemeteries for 3 years and alternatively one year
 - n. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

HUESTIS PARK DEVELOPMENT PLAN

PART 1 - Overview

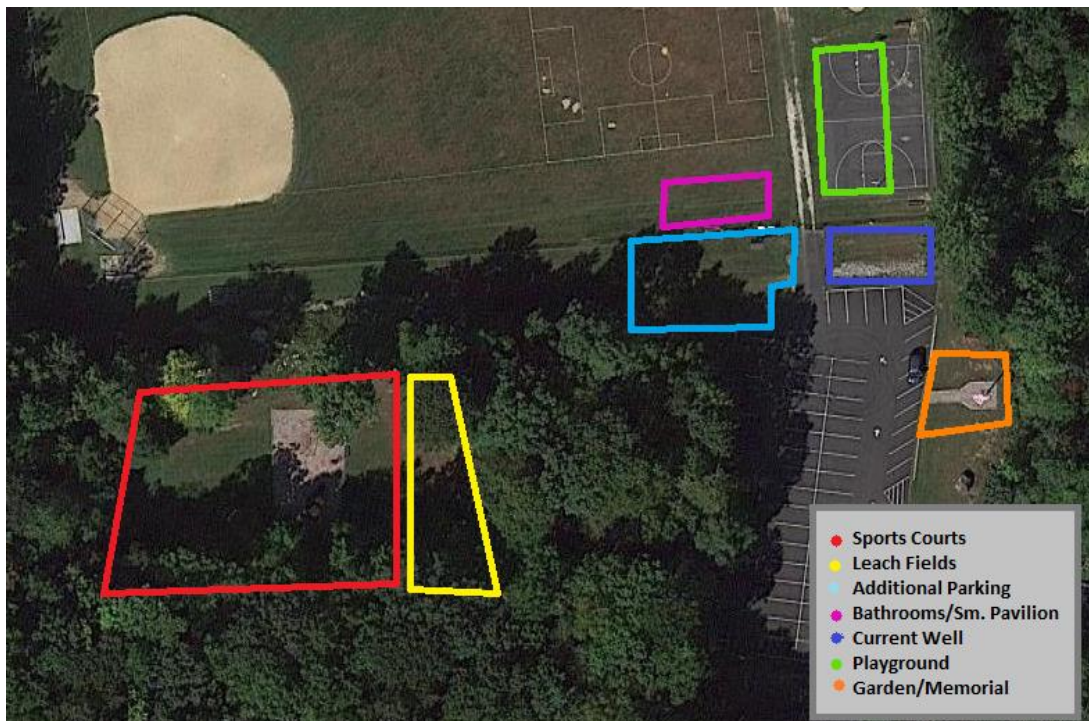
Created: August 2020



FUTURE ADDITIONAL PARKING AREA (outlined in light blue on aerial photo)

The parking area at Huestis Park is inadequate for the size of the park and the activities that take place there. Cars are routinely parked up the driveway which presents a hazard to people walking to their vehicles and affects the flow of traffic into and out of the park. Furthermore this lack of parking contributes to the limited activities and events that we can run at the park.

Proposal - There is currently only one area adjacent to the parking lot that would be suitable for additional parking; that area is shown below and also in light blue on the aerial photo. It is proposed that we pave that area up to the fence lines as this would add roughly 15 parking spots.



UPPER LEVEL OF PARK ON SOUTH-EASTERN SIDE :: FUTURE SPORTS COMPLEX (shown in red on aerial map)

The upper level of the park is currently home to the playground, a few picnic benches, and a trail-head. It is completely obscured from the parking lot and partially-to-completely obscured from a number of sections of the rest of the park by a large rock-leaden hill with thick vegetation. The general complaint from visitors is that the current location of the playground is disconcerting and uninviting because it is generally hidden from view and feels unsafe as a result. Furthermore this area on a whole is underutilized as the cleared space is mostly unused grass.

Proposal - Due to the incredible expense that would be associated with blasting, clearing and re-sloping the hillside obscuring the playground, it is my proposal that we move the playground to the bottom level of the park where the basketball court currently stands (for more info see PLAYGROUND section of this document). This would put the playground in a totally visible and centrally located position.

From there we would then use the upper level for a large, paved multisport area known as a MUGA, a.k.a. multi-use games area. These are common in the western United States and Europe, but have not yet taken hold in our area. As a large space that can function for basketball, tennis, pickle-ball, badminton, solo-tennis, floor hockey, futsal and more, the addition of something like this to Huestis Park would be state of the art for the area and really open up options for so many new activities through Kent Recreation. Examples of MUGA's are shown below and on the next page, however these are just examples and we would strive to design something based on our available space and the needs and wants of our residents.



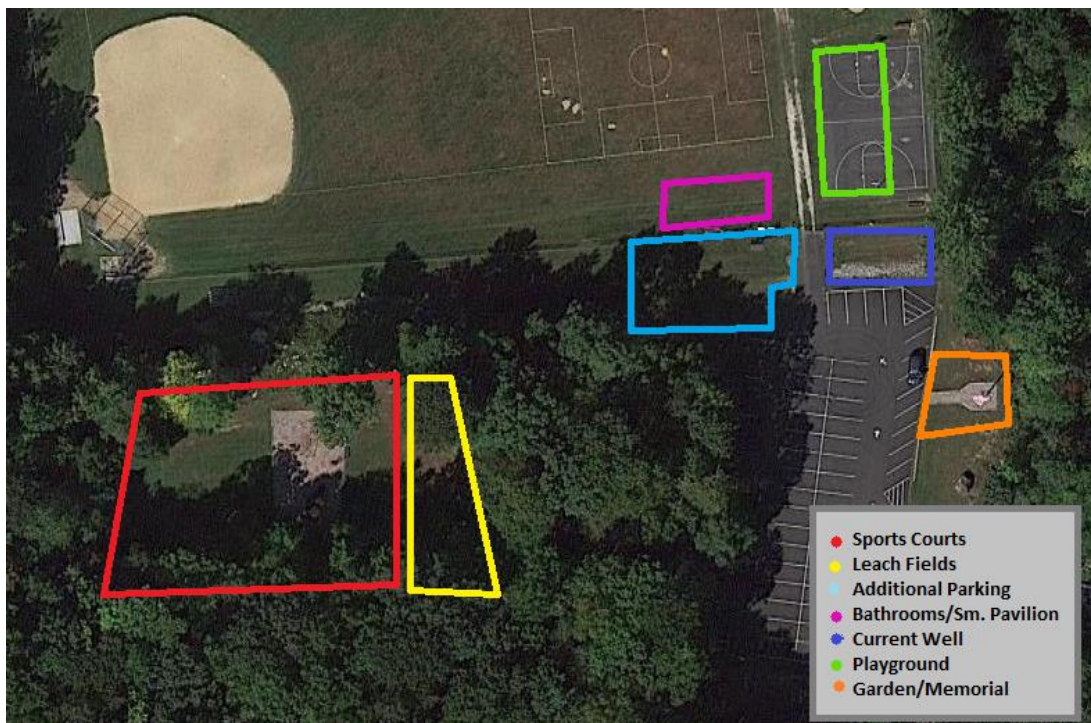


FUTURE PLAYGROUND (shown in green on aerial photo)

The current basketball court is unsatisfactory as it's once again become victim to sinkholes on the backside (western side) and as a result ends up with large puddles that remain on the court for days after it rains. These dips and patched sink holes render the surface uninviting and also unsafe.

The current playground has been stripped down to almost nothing and what's left is worn, dated, unappealing and unexciting. Visitor complaints echo those sentiments and the want for something better.

Proposal - Because the backside of the current basketball court area is unusable (which is most likely due to erosion into the swamp which abuts that side of the court), it's my proposal that we use the front half of the basketball court area (the area in which I'm standing in the photo below) for the installation of our new playground. This area has never had sinkhole or erosion issues. Moving the playground here would also solve the problem of it being obscured by the hillside where it currently stands as it would be relocated to a central area where it can be seen by all fields and the parking lot. This would increase traffic to the playground as it would give parents a sense of comfort they don't currently have.



POTENTIAL BATHROOMS & SMALL PAVILION (shown in pink on aerial photo)

While at this current point in time I don't believe that traffic and activity at the park necessitates bathrooms and a pavilion, I do however believe that we should create our new park plan in such a way that it allows for bathrooms and a pavilion to be built in the future. It's our hope that the aforementioned improvements to the park will increase traffic and thus in the future there may very well be a need for bathrooms and a gathering point such as a small pavilion.

Proposal - In order for us to keep the bathroom option on the table, about ¼ of the upper level of the park would have to remain clear for leach fields, as laid out in the engineer's report created a number of years ago. Having spoken with Lou Fernandez, he believes that the engineers felt that this area was one of the few usable areas in the park for leach fields due to poor drainage elsewhere in the park, and thus it would be imperative that we do not build on the area the engineers marked as the leach field sight (shown in yellow on aerial photo). Also, as noted in aerial photo, a well casing has already been placed next to the parking lot (shown in royal blue on the aerial photo).

When the time comes it is my proposal that we erect a small bathroom/pavilion combo (see photo below for an example) in the corner of the field area nearest the parking lot and new playground (shown in pink on aerial photo). The bathrooms would then be easily accessible to all visitors to the park and the pavilion would provide a great central meeting location with views of the entire park.



MISCELLANEOUS PARK IMPROVEMENTS

- 1.** In conjunction with Councilman Huestis and the Beautification Committee, we will aid in the building of a small garden and sitting area around the flagpole, shown in orange on the aerial photo.
- 2.** All fencing at the park is in need of replacement and alteration (some fencing lengths can be shortened to save on costs, etc). The goal would be to replace all fencing over the course of the next few years, beginning with the fence running along the parking lot and down to the first softball field (the most visible and functional of the fences).
- 3.** While we have basically maxed out the number of trails we can run in the woods of the park, improvement to those trails including benches at strategic points, a picnic area on a hillside running along one of the trails, and the addition of informational signs marking the site of the old farm house and farm land are proposed for the future.

Tamara Harrison

From: Recreation
Sent: Monday, April 05, 2021 10:29 AM
To: Tamara Harrison
Cc: Maureen Fleming; Paul Denbaum; Jamie McGlasson; Christopher Ruthven; William Huestis
Subject: For 4/6 TBM Agenda: Plan for Nikki's Maternity Leave

Hi Tamara,

As per my discussions with you and Maureen, can you please add the following to the agenda for Tuesday 4/6:

- I request that upon Nikki Santos' departure for maternity leave in either April or May that current P/T Recreation Assistant John Fenty be temporarily promoted to Nikki's position of F/T Recreation Assistant until she returns from maternity leave in August. He should retain his current salary.
- Furthermore, upon John Fenty's temporary promotion to F/T Recreation Assistant, I request that Christopher Heller be re-hired to temporarily fill John's position of P/T Recreation Assistant until Nikki returns from maternity leave in August. Chris' salary would be set at \$15.00 per hour, not to exceed 30 hours/week on a 20 hour/week average over the course of his tenure.

I recommend both of these personnel moves with the utmost confidence, as this was the same plan we put in place during Nikki's first maternity leave and it met with much success for the department.

Thanks in advance and please let me know if you require anything further from me.

Jared Kuczenski
Director of Recreation & Parks
Town of Kent, New York
845-531-2100

Tamara Harrison

From: Recreation
Sent: Monday, April 05, 2021 10:48 AM
To: Tamara Harrison
Cc: Maureen Fleming; Paul Denbaum; Jamie McGlasson; Christopher Ruthven; William Huestis
Subject: For 4/6 TBM Agenda: Hiring of Program Aides

Hi Tamara,

As per my discussions with Maureen, instead of hiring separate Start Smart Assistants, Scorekeepers, etc, I would like this year to hire general "Program Aides" instead. This is a concept used by other recreation departments, most notably Patterson, which gives use more flexibility in how we use our personnel and, given all of the new programs we have added and the growth in others, allows us to take on an extra staff member as needed for a program or event. As in the past though, they will be used per diem and still be paid by voucher out of the budget lines of the program they assist with.

With that said, I would like to hire the following people as program aides at the stated hourly rates set purely based on prior work and volunteer experience with Kent Recreation:

Brian Mirchin: \$13.00/hr
Shane RiveraRuane: \$13.00/hr
Adrianna DeSalvo: \$12.50/hr
Joseph DiPierro: \$12.50/hr
Vincent Horan: \$12.00/hr
Michael Pinna: \$12.00/hr

I would also like to note that EVERYONE named above was/is at one time or another a Kent Recreation participant and I am thrilled that we're able to keep them involved in our programs as employees now. I have worked with all of them whether it be as athletes, volunteers, or prior employees for years now and I can say that my request for their hiring comes with the utmost confidence in their abilities and work ethic.

Applications will be forwarded in a separate e-mail. In the meantime if you require anything further from me please let me know.

Thanks!

Jared Kuczenski
Director of Recreation & Parks
Town of Kent, New York
845-531-2100

Tamara Harrison

From: Recreation
Sent: Monday, April 05, 2021 10:59 AM
To: Tamara Harrison
Cc: Maureen Fleming; William Huestis; Paul Denbaum; Jamie McGlasson; Christopher Ruthven
Subject: For 4/6 TBM Agenda: Hiring of Seasonal Help

Hi Tamara,

As per my discussions with you over the past few weeks, I would like to request the hiring of two more seasonal workers for this year, start dates noted below.

Justin Rebis

\$12.50 per hour weekdays
\$14.50 per hour weekends
40 hours/week beginning May 3rd

Emerson Appleyard

\$12.50 per hour weekdays
\$14.50 per hour weekends
20 hours/week beginning June 14th

Should anyone have any questions about either individual, please let me know. Applications will be sent in a separate e-mail.

Thanks all,

Jared Kuczenski

Director of Recreation & Parks
Town of Kent, New York
845-531-2100

POLICE DEPARTMENT

Town of Kent

40 SYBIL'S CROSSING, CARMEL, NEW YORK 10512

Address All Communications
To: Chief of Police
kentpolice@townofkentny.gov

Emergency: (845) 225-4600
Office: (845) 225-5646
Fax: (845) 306-5288

April 1, 2021

Supervisor Fleming & Kent Town Board
Town of Kent Administrative Offices
25 Sybil's Crossing
Carmel, New York 10512

Dear Supervisor Fleming & Kent Town Board:

The Town of Kent Police Department respectfully requests permission to purchase one fully equipped 2021 Police Interceptor SUV for the price of \$45344.95 from Shultz Ford & Hudson Valley Public Safety Lighting - Using the (New York State Municipal Bid Contract). Attached is a quote outlining all of the equipment that is included. Sgt. Alex Vanderwoude and Nick Mancuso worked on the specifications. The monies for this purchase are in our 200 line for budget year 2021.

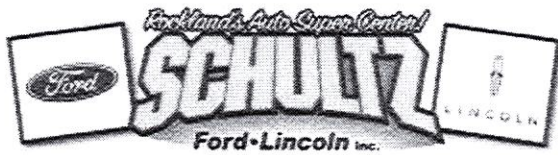
I would like to take this opportunity to thank you in advance.

Respectfully,



Chief Kevin R Owens

Serving Our Community 24 Hours A Day



TOWN OF KENT
2021 POLICE INTERCEPTOR
SALESPERSON: ED RATNER
3/16/2021 3:25 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: No Tax

Cash Deal Structure

| | |
|----------------------|-----------|
| Market Value | 39,605.00 |
| Discount Savings | -6,839.00 |
| Vehicle Price | 32,766.00 |
| Accessories | 12,481.45 |
| Document Prep Fee | 75.00 |
| Tire/Battery/VTR Fee | 12.50 |
| Other Fee | 10.00 |

| | |
|-----------------|-----------|
| Due On Delivery | 45,344.95 |
|-----------------|-----------|

| | |
|-------------|--------|
| Tax: NO TAX | 0.00 % |
|-------------|--------|

Cash Total includes: NYCOMCO UPFITS \$12481

WE APOLOGIZE FOR ANY INCONVENIENCE BUT WE ARE NOT ABLE TO ACCEPT CREDIT CARDS ON VEHICLE SALES TRANSACTIONS.

**SALES ORDER****HUDSON VALLEY PUBLIC SAFETY LIGHTING**

53 WEST CEDAR STREET * POUGHKEEPSIE, NY 12601
(845) - 452-5800, FAX (845) - 471-5593
WWW.NYCOMCO.COM

| | |
|--------------------|-------------|
| Sales Order | 281057 - 00 |
| Sales Reps. | 21 49 |
| Order Date | 9/30/20 |
| PO: | |
| Terms: | NET 30 |

Bill to: 11220

Ship to: 11220

KENT PD TWN
KENT TOWN CENTER
40 SYBIL'S CROSSING
CARMEL NY 10512
845 225-4600 Fax: 845 306-5288

KENT PD TWN
40 SYBIL'S CROSSING
CARMEL NY 10512
845 225-4600 Fax: 845 306-5288

Contact: KEVIN OWENS

Ship Via:
Contact Phone: (845) 222-8082

| Seq# | Qty | Item number | Unit Price | U/M | Extension |
|------------------|------|---|------------|---------------------|-----------|
| Item Description | | | | | |
| 1 | M | LIGHT BAR SIREN CONFIG | | | |
| 2 | 1.00 | BB2SP3 | 3595.0000 | EA | 3,595.00 |
| | | LIBERTY LIGHT BARE 54" DUO | | W/ SIREN/CONTROLLER | |
| 2A | 1.00 | C399 | | EA | |
| | | CENCOM CORE WHELEN LIGHTING | | CONTROLLER | |
| 2B | 1.00 | SA315P | | EA | |
| | | 100 Watt Siren Speaker | | | |
| 2C | 1.00 | SAK66D | | EA | |
| | | SA-315 MT KIT EXPLORER DRVR | | | |
| 2D | 1.00 | CCTL7 | .0000 | | .00 |
| | | 21 BUTTON CONTROL FOR CORE | | | |
| 2E | 1.00 | C399K1 | .0000 | | .00 |
| | | 2020 INTERCEPTOR INTERFACE | | | |
| 2F | 1.00 | MKAJ105 | 75.0000 | EA | 75.00 |
| | | ADJ LIGHTBAR MOUNT KIT #105 | | FOR FORD UTILITY | |
| 3 | M | FRONT LIGHTING | | | |
| 3A | 2.00 | MCRNSD | 110.0000 | EA | 220.00 |
| | | MICRON LED LIGHTHEAD SPLIT | | RED/WHITE | |
| 3B | 2.00 | VTX609D | 89.0000 | EA | 178.00 |
| | | Vertex Super Led Red/White | | | |
| 4 | M | SIDE LIGHTING | | | |
| 4A | 2.00 | I2D | 128.0000 | EA | 256.00 |
| | | Ion Duo Red/White | | | |
| 5 | M | REAR LIGHTING | | | |
| 5A | 2.00 | VTX609J | 89.0000 | EA | 178.00 |
| | | VERTEX Supr-LED RED/BLUE | | | |
| 5B | 2.00 | TLMI2J | 99.0000 | EA | 198.00 |
| | | MINI ION T-SERIES SURFACELIGHT RED/BLUE | | | |
| 5C | 1.00 | PSCOMPH | 109.0000 | EA | 109.00 |
| | | STRIP-LITE+ COMPARTMENT LT HI | | | |

Continued on following page

SALES ORDER**HUDSON VALLEY PUBLIC SAFETY LIGHTING**

53 WEST CEDAR STREET * POUGHKEEPSIE, NY 12601
 (845) - 452-5800, FAX (845) - 471-5593
 WWW.NYCOMCO.COM

Sales Order 281057 - 00
Sales Reps. 21 49
Order Date 9/30/20
PO:
Terms: NET 30

Bill to: 11220

Ship to: 11220

KENT PD TWN
 KENT TOWN CENTER
 40 SYBIL'S CROSSING
 CARMEL NY 10512
 845 225-4600 Fax: 845 306-5288

KENT PD TWN
 40 SYBIL'S CROSSING
 CARMEL NY 10512
 845 225-4600 Fax: 845 306-5288

Contact: KEVIN OWENS

Ship Via:

Contact Phone: (845) 222-8082

| Seq# | Qty | Item number | Unit Price | U/M | Extension |
|------|------|---|------------|-----|-----------|
| | | Item Description | | | |
| 6 M | | PUSH BUMPER PARTITION TRANSPOR T SEAT | | | |
| 6A | 1.00 | BK0534ITU20 | 416.0000 | | 416.00 |
| | | PB400 PUSH BUMPER 2020 UTILITY | | | |
| 6B | 1.00 | IK0574ITU20WD | 900.0000 | | 900.00 |
| | | 6VS SINGLE PRISONER PARTITION | | | |
| 6C | 1.00 | PK0123ITU202ND | 408.0000 | EA | 408.00 |
| | | 2ND EXPANDED METAL PARTITION 2020 UTILITY | | | |
| 6D | 1.00 | TK0233ITU20 | 1198.0000 | | 1,198.00 |
| | | CARGO STORAGE SYSTEM 2021 UTILITY | | | |
| 7 M | | GUN LOCK | | | |
| 7A | 1.00 | GK10271UHKSSCAXL | 325.0000 | EA | 325.00 |
| | | SINGLE T-RAIL MOUNT UN XL HANDCUFF KEY OVERRIDE | | | |
| 8 M | | CONSOLE | | | |
| 8A | 1.00 | C-VS-1400-INUT-1 | 273.0000 | | 273.00 |
| | | LOW PROFILE ANGLED CONSOLE 2020 UTILITY | | | |
| 8B | 1.00 | C-ARM-103 | 108.0000 | EA | 108.00 |
| | | ARM REST-TOP MOUNT, CONSOLE, LARGE PAD | | | |
| 8C | 1.00 | CUP2-1001 | 53.0000 | EA | 53.00 |
| | | SELF ADJUSTING CUP HOLDER | | | |
| 8D | 2.00 | C-MCB | 12.5000 | EA | 25.00 |
| | | Mic Clip Bracket | | | |
| 8E | 1.00 | C-AP-0325 | 42.0000 | EA | 42.00 |
| | | 3" Accessory Pocket 2.5" Deep | | | |
| 8F | 1.00 | HEADREST PRINTER | 439.0000 | | 439.00 |
| | | BROTHERS HEADREST PRINTER MOUN T | | | |
| 9 M | | STINGER FLASHLIGHT | | | |
| 9A | 1.00 | 75713 | 160.4500 | EA | 160.45 |
| | | STINGER LED W/ AC&DC CHARGER | | | |
| 10 M | | INSTALLATION | | | |

Continued on following page

SALES ORDER**HUDSON VALLEY PUBLIC SAFETY LIGHTING**

53 WEST CEDAR STREET * POUGHKEEPSIE, NY 12601

(845) - 452-5800, FAX (845) - 471-5593

WWW.NYCOMCO.COM

| | |
|--------------------|-------------|
| Sales Order | 281057 - 00 |
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Bill to: 11220

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KENT PD TWN
KENT TOWN CENTER
40 SYBIL'S CROSSINGCARMEL NY 10512
845 225-4600 Fax: 845 306-5288KENT PD TWN
40 SYBIL'S CROSSINGCARMEL NY 10512
845 225-4600 Fax: 845 306-5288

Contact: KEVIN OWENS

Ship Via:

Contact Phone: (845) 222-8082

| Seq# | Qty | Item number | Unit Price Item Description | U/M | Extension |
|------|------|----------------------------|--------------------------------|-------------------|-----------|
| 10A | 1.00 | LSI | 3000.0000 | HR | 3,000.00 |
| | | LIGHTING SHOP SERVICE | | | |
| 10B | 1.00 | 12VEP-CG | 325.0000 | EA | 325.00 |
| | | 12 VOLT ELECTRICAL PACKAGE | | WITH CHARGE GUARD | |

COMMENTS:**PRICE INCLUDES INSTALLTION OF CUSTOMER SUPPLIED****COMPUTER, POWER SUPPLY AND RADIO**

| | |
|---------------------|------------------|
| Subtotal . . | 12,481.45 |
| Freight . . | .00 |
| Sales Tax . | .00 |
| Total Amount | 12,481.45 |

Signature/Delivery: _____ Date: _____

Please Print Name: _____

POLICE DEPARTMENT

Town of Kent

40 SYBIL'S CROSSING, CARMEL, NEW YORK 10512

Address All Communications

To: Chief of Police

kentpolice@townofkentny.gov

Emergency: (845) 225-4600

Office: (845) 225-5646

Fax: (845) 306-5288

04/02/21

Supervisor Maureen Fleming & Kent Town Board
Town of Kent Administration Offices
25 Sybil's Crossing
Kent Lakes, NY 10512

Dear Supervisor Fleming & Kent Town Board,

The police department has been canvassing the top eligible candidates from the Putnam County Civil Service List - Emergency Services / Police Dispatcher – Exam: 62-916 OC - for the vacant position created by the retirement of Dispatcher Bruce Benjamin. After canvassing, interviews and background checks, we have chosen Ms. Kennedy Henshaw as the next proposed Town of Kent Police Dispatcher.

I would respectfully request the Town Board appoint Ms. Henshaw as a Town of Kent Police Dispatcher at the next Town Board meeting on April 6, 2021 with the appointment to be effective April 28, 2021.

I would like to make the appointment contingent upon the passing of all other civil service requirements and a 52 week probationary period.

Thank you for your consideration,

Respectfully,



Chief Kevin R Owens

Serving Our Community 24 Hours A Day



WESTCHESTER OFFICE
1 North Broadway, Suite 803
White Plains, NY 10601
P: 914.997.8510 or 888.539.9073
www.chazencompanies.com

March 25, 2021

Mr. William Huestis
Councilman / Deputy Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512

*Re Professional Services Proposal – Existing Facilities Condition Assessment
Kent Municipal Center
10 Huguenot Road, Carmel Hamlet, Putnam County, New York
Chazen Proposal # PM210.48*

Dear Mr. Huestis:

The Chazen Companies (Chazen) are pleased to submit to you and the Town Board this proposal to provide engineering services to perform a Facilities Condition Assessment on the commercial building (subject structure) and property located at 10 Huguenot Road, Carmel Hamlet, New York (project site). This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

Chazen has reviewed the facility and site, spoken with you and understands the following:

- The Town is vying for grant funding to perform a building condition assessment;
- The facility is located at 10 Huguenot Road in the Carmel Hamlet of the Town of Kent;
- The Town's objective is to receive a proposal and price from a qualified engineering firm to provide an existing facilities assessment along with a prioritized list of recommendations and costs;
- The qualified engineering firm must have a qualified historical preservationist on staff if the grant is awarded;
- The facility was previously a seasonal Jewish community Center; and
- The facility is on a septic system.

SCOPE OF SERVICES

Based on our discussions with you and your grant writer, Millennium Strategies, we offer the following task scopes which we believe are needed to accomplish your desired objectives. The work schedule and fees associated with these tasks are included in the Fee & Time Schedule Summary Table which follows the Scope of Services.

Task 001 – Limited Building Condition Assessment

Scope – Chazen will visit the project site to perform a building condition assessment of the visible and accessible portions of the building envelope, structural, mechanical, electrical, plumbing and fire protection systems of the subject structure.

The assessment will correspond to select sections of ASTM E2018 standard guide for property condition assessments: baseline condition assessment process which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. Chazen will record our observations, assessments and recommendations in a written report including a photograph log.

Chazen will describe the concept-level recommendations in appropriate detail to allow the Client to engage a qualified Contractor to review our recommendations prepare work orders and prepare estimates / quotes. Our concept-level recommendations will not be detailed enough for construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

Task 002 – Building Materials Survey Estimate

As the site structure was constructed prior to 1978, there is increased potential that asbestos-containing building materials and lead-containing paint may be on/in the building. Building materials must be assessed for asbestos content prior to demolition, renovation, remodeling, or repair work to comply with NYS Department of Labor (NYSDOL) Code Rule 56, and paint must be assessed prior to disturbance per USDOL Occupational Safety and Health Administration (OSHA) Title 29 Code of Federal Regulations (CFR), Part 1926.62.

Scope — Since no demolition or specific renovation plans have been identified, Chazen will focus our scope of work on areas of suggested building repairs, as determined by Chazen’s structural staff (see Task 001). A NYSDOL licensed asbestos inspector from Chazen will review site photographs and/or conduct a site visit and prepare a pre-renovation/repair sampling plan that includes an estimate of associated sampling costs. The visual inspection and sampling plan will focus on the areas determined by the BCA to be higher priority repairs.

ASSUMPTIONS

Chazen assumes:

- The Town will provide free and clear access to the subject structure, and provide ladders and / or lifts as required to access ceiling plenums, attic spaces, etc.
- The assessment will only include visual, non-destructive methods of assessment of the building systems that are accessible and visible at the time of our visit. Repair recommendations will be concept-level only and advanced analysis and design verification, permitting or construction phase work is outside the scope of this assessment. This assessment does not include destructive insect investigations, code compliance assessments (such as life safety requirements), opinion of probable cost studies, accessibility assessments, will not perform pressure or flow tests of fire suppression systems.

- The Task 002 visual inspection does not constitute an asbestos survey or LBP assessment, and sampling of suspect asbestos containing materials (ACMs) and paint is not included in the scope outline in this proposal.

DELIVERABLES

Chazen will provide the Client with a written report of our observations, assessments, and concept level recommendations and will include a photograph log of conditions. A copy of the report will be delivered electronically in portable document format (pdf).

PROFESSIONAL SERVICES FEE SCHEDULE

Chazen proposes to bill each task as indicated in the following Fee & Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt.

Lump Sum tasks will be billed commensurately with the percentage of the task that has been completed. Estimated Time and Materials tasks will be invoiced based on the actual hours incurred in accordance with the Rate Schedule in effect at the time of providing services. A copy of our current Billing Rate Schedule is attached to this proposal.

Reimbursable expenses, which include our direct expenses, such as mileage, overnight mailings, extensive photocopying and map reproductions, will be included within the lump sum task fee.

Chazen will make its best effort to complete all of the identified tasks within the overall estimated project budget. It is possible that it will be necessary to exceed these amounts in order to complete the scope of services for the project. We will not exceed the total estimated fee without obtaining written authorization from you.

FEE SUMMARY TABLE

| Tasks | | Professional Services Budget |
|----------------------------|---------------------------------------|------------------------------|
| Task No. | Task Description | Lump Sum |
| 001 | Limited Building Condition Assessment | \$8,500 |
| 002 | Building Materials Survey Estimate | \$1,500 |
| Total Estimated Fee Budget | | \$10,000 |

SCHEDULE

We have the staff available to commence the services outlined above immediately and will work with you to establish a project schedule. Based on our understanding of the project as described in this proposal we anticipate that it will take two (2) months to complete the visual inspection and report.

Mr. William Huestis, Councilman / Deputy Supervisor
10 Huguenot Road
March 23, 2021
Page 4 of 4

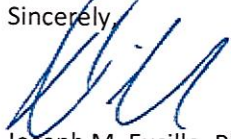
AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. (Note that all retainers will be held and applied to the project's final invoice.) Please be aware that the projected task start and completion dates are based upon timely receipt of the signed Agreement dates as described herein. This proposal is valid for 30 days from the date hereof.

Please note that while we have furnished what we believe is a comprehensive and complete scope of services, we are open to dialogue as to how we may modify our proposal to ensure that our services may better meet your needs, and/or how alternate approaches may be implemented.

Please feel free to contact me at (330) 518-6639 or jfusillo@chazencompanies.com if you have any questions. Chazen looks forward to working with you on this project.

Sincerely,



Joseph M. Fusillo, PE, ENV SP
Director, Municipal Engineering Services

Encl. Standard Agreement

cc: file
Joe Lanaro (Chazen)
All Proposals (Chazen)
Caleb Duncan (Millennium Strategies)

AGREEMENT MADE this _____ day of _____, 2021 by and between Chazen Engineering, Land Surveying, Landscape Architecture & Geology Co., D.P.C., a New York design professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and the Town of Kent

(hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated March 25, 2021 which is hereby made a part of this Agreement.
2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.
☐ A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.
☐ Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).
3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.
4. **PROJECT DOCUMENTS:**
 - A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
 - B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
 - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
 - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

Professional Services Agreement

Project Name: T. Kent Muni Center Facilities Eval

Proposal Number: PM210.48

Project Number: _____

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

the Town of Kent
CLIENT _____

THE CHAZEN COMPANIES
Chazen Engineering, Land Surveying, Landscape
Architecture & Geology Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Printed Name: Joseph M. Fusillo, PE, ENV SP

Date: _____

Date: _____

March 25, 2021

Mr. William Huestis
Councilman / Deputy Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512

*Re Professional Services Proposal – Existing Facilities Condition Assessment
Kent Deli
1320 NY-52, Carmel Hamlet, Putnam County, New York
Chazen Proposal # PM210.50*

Dear Mr. Huestis:

The Chazen Companies (Chazen) are pleased to submit to you and the Town Board this proposal to provide engineering services to perform a Facilities Condition Assessment on the commercial building (subject structure) and property located at 1320 NY-52, Carmel Hamlet, New York (project site). This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

Chazen has reviewed the facility and site, spoken with you and understands the following:

- The Town is vying for grant funding to perform a building condition assessment;
- The facility is located at 1320 NY-52 in the Carmel Hamlet of the Town of Kent;
- The Town's objective is to receive a proposal and price from a qualified engineering firm to provide an existing facilities assessment along with a prioritized list of recommendations and costs;
- The qualified engineering firm must have a qualified historical preservationist on staff if the grant is awarded; and
- The facility was originally the Town Deli.

SCOPE OF SERVICES

Based on our discussions with you and your grant writer, Millennium Strategies, we offer the following task scopes which we believe are needed to accomplish your desired objectives. The work schedule and fees associated with these tasks are included in the Fee & Time Schedule Summary Table which follows the Scope of Services.

Task 001 – Limited Building Condition Assessment

Scope – Chazen will visit the project site to perform a building condition assessment of the visible and accessible portions of the building envelope, structural, mechanical, electrical, plumbing and fire protection systems of the subject structure.

The assessment will correspond to select sections of ASTM E2018 standard guide for property condition assessments: baseline condition assessment process which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. Chazen will record our observations, assessments and recommendations in a written report including a photograph log.

Chazen will describe the concept-level recommendations in appropriate detail to allow the Client to engage a qualified Contractor to review our recommendations prepare work orders and prepare estimates / quotes. Our concept-level recommendations will not be detailed enough for construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

Task 002 – Building Materials Survey Estimate

As the site structure was constructed prior to 1978, there is increased potential that asbestos-containing building materials and lead-containing paint may be on/in the building. Building materials must be assessed for asbestos content prior to demolition, renovation, remodeling, or repair work to comply with NYS Department of Labor (NYSDOL) Code Rule 56, and paint must be assessed prior to disturbance per USDOL Occupational Safety and Health Administration (OSHA) Title 29 Code of Federal Regulations (CFR), Part 1926.62.

Scope — Since no demolition or specific renovation plans have been identified, Chazen will focus our scope of work on areas of suggested building repairs, as determined by Chazen’s structural staff (see Task 001). A NYSDOL licensed asbestos inspector from Chazen will review site photographs and/or conduct a site visit and prepare a pre-renovation/repair sampling plan that includes an estimate of associated sampling costs. The visual inspection and sampling plan will focus on the areas determined by the BCA to be higher priority repairs.

ASSUMPTIONS

Chazen assumes:

- The Town will provide free and clear access to the subject structure, and provide ladders and / or lifts as required to access ceiling plenums, attic spaces, etc.
- The assessment will only include visual, non-destructive methods of assessment of the building systems that are accessible and visible at the time of our visit. Repair recommendations will be concept-level only and advanced analysis and design verification, permitting or construction phase work is outside the scope of this assessment. This assessment does not include destructive insect investigations, code compliance assessments (such as life safety requirements), opinion of probable cost studies, accessibility assessments, will not perform pressure or flow tests of fire suppression systems.

- The Task 002 visual inspection does not constitute an asbestos survey or LBP assessment, and sampling of suspect asbestos containing materials (ACMs) and paint is not included in the scope outline in this proposal.

DELIVERABLES

Chazen will provide the Client with a written report of our observations, assessments, and concept level recommendations and will include a photograph log of conditions. A copy of the report will be delivered electronically in portable document format (pdf).

PROFESSIONAL SERVICES FEE SCHEDULE

Chazen proposes to bill each task as indicated in the following Fee & Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt.

Lump Sum tasks will be billed commensurately with the percentage of the task that has been completed. Estimated Time and Materials tasks will be invoiced based on the actual hours incurred in accordance with the Rate Schedule in effect at the time of providing services. A copy of our current Billing Rate Schedule is attached to this proposal.

Reimbursable expenses, which include our direct expenses, such as mileage, overnight mailings, extensive photocopying and map reproductions, will be included within the lump sum task fee.

Chazen will make its best effort to complete all of the identified tasks within the overall estimated project budget. It is possible that it will be necessary to exceed these amounts in order to complete the scope of services for the project. We will not exceed the total estimated fee without obtaining written authorization from you.

FEE SUMMARY TABLE

| Tasks | | Professional Services Budget |
|----------------------------|---------------------------------------|------------------------------|
| Task No. | Task Description | Lump Sum |
| 001 | Limited Building Condition Assessment | \$8,500 |
| 002 | Building Materials Survey Estimate | \$1,500 |
| Total Estimated Fee Budget | | \$10,000 |

SCHEDULE

We have the staff available to commence the services outlined above immediately and will work with you to establish a project schedule. Based on our understanding of the project as described in this proposal we anticipate that it will take two (2) months to complete the visual inspection and report.

Mr. William Huestis, Councilman / Deputy Supervisor
1320 NY-52
March 23, 2021
Page 4 of 4

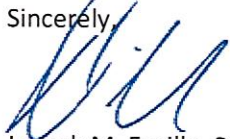
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Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. (Note that all retainers will be held and applied to the project's final invoice.) Please be aware that the projected task start and completion dates are based upon timely receipt of the signed Agreement dates as described herein. This proposal is valid for 30 days from the date hereof.

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Please feel free to contact me at (330) 518-6639 or jfusillo@chazencompanies.com if you have any questions. Chazen looks forward to working with you on this project.

Sincerely,



Joseph M. Fusillo, PE, ENV SP
Director, Municipal Engineering Services

Encl. Standard Agreement

cc: file
Joe Lanaro (Chazen)
All Proposals (Chazen)
Caleb Duncan (Millennium Strategies)

Professional Services Agreement
Project Name: T. Kent Deli Facilities Eval

Proposal Number: PM210.50
Project Number: _____

AGREEMENT MADE this _____ day of _____, 2021 by and between Chazen Engineering, Land Surveying, Landscape Architecture & Geology Co., D.P.C., a New York design professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and the Town of Kent

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 - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
 - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
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- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
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- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

Professional Services Agreement

Project Name: T. Kent Deli Facilities Eval

Proposal Number: PM210.50

Project Number: _____

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
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the Town of Kent
CLIENT _____

THE CHAZEN COMPANIES
Chazen Engineering, Land Surveying, Landscape
Architecture & Geology Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Printed Name: Joseph M. Fusillo, PE, ENV SP

Date: _____

Date: _____

March 25, 2021

Mr. William Huestis
Councilman / Deputy Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512

*Re Professional Services Proposal – Existing Facilities Condition Assessment
Kent Town Hall
770 NY-52, Carmel Hamlet, Putnam County, New York
Chazen Proposal # PM210.49*

Dear Mr. Huestis:

The Chazen Companies (Chazen) are pleased to submit to you and the Town Board this proposal to provide engineering services to perform a Facilities Condition Assessment on the commercial building (subject structure) and property located at 770 NY-52, Carmel Hamlet, New York (project site). This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

Chazen has reviewed the facility and site, spoken with you and understands the following:

- The Town is vying for grant funding to perform a building condition assessment;
- The facility is located at 770 NY-52 in the Carmel Hamlet of the Town of Kent;
- The Town's objective is to receive a proposal and price from a qualified engineering firm to provide an existing facilities assessment along with a prioritized list of recommendations and costs;
- The qualified engineering firm must have a qualified historical preservationist on staff if the grant is awarded;
- The facility was originally the Town of Kent's Town Hall; and

SCOPE OF SERVICES

Based on our discussions with you and your grant writer, Millennium Strategies, we offer the following task scopes which we believe are needed to accomplish your desired objectives. The work schedule and fees associated with these tasks are included in the Fee & Time Schedule Summary Table which follows the Scope of Services.

Task 001 – Limited Building Condition Assessment

Scope – Chazen will visit the project site to perform a building condition assessment of the visible and accessible portions of the building envelope, structural, mechanical, electrical, plumbing and fire protection systems of the subject structure.

The assessment will correspond to select sections of ASTM E2018 standard guide for property condition assessments: baseline condition assessment process which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. Chazen will record our observations, assessments and recommendations in a written report including a photograph log.

Chazen will describe the concept-level recommendations in appropriate detail to allow the Client to engage a qualified Contractor to review our recommendations prepare work orders and prepare estimates / quotes. Our concept-level recommendations will not be detailed enough for construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

Task 002 – Building Materials Survey Estimate

As the site structure was constructed prior to 1978, there is increased potential that asbestos-containing building materials and lead-containing paint may be on/in the building. Building materials must be assessed for asbestos content prior to demolition, renovation, remodeling, or repair work to comply with NYS Department of Labor (NYSDOL) Code Rule 56, and paint must be assessed prior to disturbance per USDOL Occupational Safety and Health Administration (OSHA) Title 29 Code of Federal Regulations (CFR), Part 1926.62.

Scope — Since no demolition or specific renovation plans have been identified, Chazen will focus our scope of work on areas of suggested building repairs, as determined by Chazen’s structural staff (see Task 001). A NYSDOL licensed asbestos inspector from Chazen will review site photographs and/or conduct a site visit and prepare a pre-renovation/repair sampling plan that includes an estimate of associated sampling costs. The visual inspection and sampling plan will focus on the areas determined by the BCA to be higher priority repairs.

ASSUMPTIONS

Chazen assumes:

- The Town will provide free and clear access to the subject structure, and provide ladders and / or lifts as required to access ceiling plenums, attic spaces, etc.
- The assessment will only include visual, non-destructive methods of assessment of the building systems that are accessible and visible at the time of our visit. Repair recommendations will be concept-level only and advanced analysis and design verification, permitting or construction phase work is outside the scope of this assessment. This assessment does not include destructive insect investigations, code compliance assessments (such as life safety requirements), opinion of probable cost studies, accessibility assessments, will not perform pressure or flow tests of fire suppression systems.

- The Task 002 visual inspection does not constitute an asbestos survey or LBP assessment, and sampling of suspect asbestos containing materials (ACMs) and paint is not included in the scope outline in this proposal.

DELIVERABLES

Chazen will provide the Client with a written report of our observations, assessments, and concept level recommendations and will include a photograph log of conditions. A copy of the report will be delivered electronically in portable document format (pdf).

PROFESSIONAL SERVICES FEE SCHEDULE

Chazen proposes to bill each task as indicated in the following Fee & Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt.

Lump Sum tasks will be billed commensurately with the percentage of the task that has been completed. Estimated Time and Materials tasks will be invoiced based on the actual hours incurred in accordance with the Rate Schedule in effect at the time of providing services. A copy of our current Billing Rate Schedule is attached to this proposal.

Reimbursable expenses, which include our direct expenses, such as mileage, overnight mailings, extensive photocopying and map reproductions, will be included within the lump sum task fee.

Chazen will make its best effort to complete all of the identified tasks within the overall estimated project budget. It is possible that it will be necessary to exceed these amounts in order to complete the scope of services for the project. We will not exceed the total estimated fee without obtaining written authorization from you.

FEE SUMMARY TABLE

| Tasks | | Professional Services Budget |
|----------------------------|---------------------------------------|------------------------------|
| Task No. | Task Description | Lump Sum |
| 001 | Limited Building Condition Assessment | \$8,500 |
| 002 | Building Materials Survey Estimate | \$1,500 |
| Total Estimated Fee Budget | | \$10,000 |

SCHEDULE

We have the staff available to commence the services outlined above immediately and will work with you to establish a project schedule. Based on our understanding of the project as described in this proposal we anticipate that it will take two (2) months to complete the visual inspection and report.

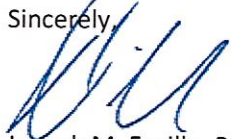
AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. (Note that all retainers will be held and applied to the project's final invoice.) Please be aware that the projected task start and completion dates are based upon timely receipt of the signed Agreement dates as described herein. This proposal is valid for 30 days from the date hereof.

Please note that while we have furnished what we believe is a comprehensive and complete scope of services, we are open to dialogue as to how we may modify our proposal to ensure that our services may better meet your needs, and/or how alternate approaches may be implemented.

Please feel free to contact me at (330) 518-6639 or jfusillo@chazencompanies.com if you have any questions. Chazen looks forward to working with you on this project.

Sincerely,



Joseph M. Fusillo, PE, ENV SP
Director, Municipal Engineering Services

Encl. Standard Agreement

cc: file
Joe Lanaro (Chazen)
All Proposals (Chazen)
Caleb Duncan (Millennium Strategies)

Professional Services Agreement
Project Name: T. Kent Town Hall Facilities Eval

Proposal Number: PM210.49
Project Number: _____

AGREEMENT MADE this _____ day of _____, 2021 by and between Chazen Engineering, Land Surveying, Landscape Architecture & Geology Co., D.P.C., a New York design professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and the Town of Kent

(hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated March 25, 2021 which is hereby made a part of this Agreement.
2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.
☐ A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

☐ Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.
4. **PROJECT DOCUMENTS:**
 - A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
 - B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
 - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
 - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

Professional Services Agreement

Project Name: T. Kent Town Hall Facilities Eval

Proposal Number: PM210.49

Project Number: _____

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

the Town of Kent
CLIENT _____

THE CHAZEN COMPANIES
Chazen Engineering, Land Surveying, Landscape
Architecture & Geology Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Printed Name: Joseph M. Fusillo, PE, ENV SP

Date: _____

Date: _____

Tamara Harrison

From: Accountant
Sent: Monday, April 05, 2021 11:01 AM
To: Tamara Harrison; Maureen Fleming
Cc: William Huestis; Jamie McGlasson; Paul Denbaum; Christopher Ruthven
Subject: 2020 Year-end Budget Transfers
Attachments: 2020 BudgetAdjustments.xlsx

Hi Maureen,

Please add the final 2020 budget transfers to the agenda for tomorrow's meeting.

The list is attached.

Thank you!
Yulia

1. WHEREAS, the Finance Department has requested a budgetary transfer to cover under budgeted expenses, and now therefore be it RESOLVED that the following budgetary transfers be made:

Increase Appropriation

| | | | |
|------------|--|--------------|---|
| A.1010.100 | Legislature - Personal | \$ 263.00 | |
| A.1010.400 | Legislature - Contractual | \$ 2,023.00 | |
| A.1010.801 | Legislature - Retirement | \$ 20.00 | |
| A.1110.100 | Municipal Court - Personnel | \$ 15,456.00 | (new hire overlapped retiring clerk-contingency) |
| A.1110.400 | Municipal Court - Contractual | \$ 3,041.00 | |
| A.1110.802 | Municipal Court - Hospital/Medical | \$ 2,878.00 | (new hire overlapped retiring clerk-contingency) |
| A.1110.803 | Municipal Court - FICA | \$ 759.00 | |
| A.1220.100 | Supervisor - Personal | \$ 433.00 | |
| A.1220.803 | Supervisor - FICA | \$ 398.00 | |
| A.1310.400 | Finance - Contractual | \$ 2,484.00 | (Check printing support contract) |
| A.1330.100 | Tax Collection - Personal Services | \$ 150.00 | |
| A.1330.803 | Tax Collection - Retirement | \$ 674.00 | |
| A.1330.803 | Tax Collection - FICA | \$ 12.00 | |
| A.1340.100 | Budget - Personal Services | \$ 40.00 | |
| A.1340.803 | Budget - FICA | \$ 2.00 | |
| A.1355.801 | Assessment - Retirement | \$ 290.00 | |
| A.1410.803 | Town Clerk - FICA | \$ 32.00 | |
| A.1430.400 | Personnel - Contractual | \$ 503.00 | (Partners in Safety) |
| A.1620.200 | Buildings - Equipment | \$ 26,840.00 | (New Buzzer System Install) |
| A.1620.437 | Buildings - Operations & Maint - Taping | \$ 70.00 | (Snow/ice) |
| A.1620.400 | Buildings - Operations & Maint - Contractual | \$ 61,421.00 | (a) |
| A.1620.404 | Buildings - Auto Repair | \$ 404.00 | |
| A.1620.419 | Buildings - Operations & Maint - COVID | \$ 707.00 | |
| A.1640.140 | Central Garage - OT | \$ 358.00 | |
| A.1640.200 | Central Garage - Equipment | \$ - | |
| A.1640.400 | Central Garage - Contractual | \$ - | |
| A.1640.801 | Central Garage - Retirement | \$ 6,215.00 | |
| A.1650.400 | Central Communications - Contractual | \$ 27.00 | |
| A.1670.400 | Central Printing& Mailing - Contractual | \$ 4,919.00 | (higher mail) |
| A.1680.200 | Central Data - Equipment | \$ 10,593.00 | |
| A.1680.225 | Central Data - Covid | \$ 1,075.00 | |
| A.3120.120 | Police - Dispatchers Payroll | \$ 5,175.00 | |
| A.3120.121 | Police - Dispatchers Overtime | \$ 13,248.00 | |
| A.3120.140 | Police - Police OT | \$ 22,095.00 | |
| A.3120.400 | Police - Contractual | \$ 2,233.00 | |
| A.3120.405 | Police - Telephone | \$ 580.00 | |
| a.3120.408 | Police - Equipment Maint | \$ 286.00 | |
| A.3120.410 | Police - Radio contract | \$ 2,922.00 | |
| A.3120.417 | Police - IT Services | \$ 4,599.00 | |
| A.3120.418 | Police - Clothing Dispatcher | \$ 869.00 | |
| A.3120.448 | Police - Policies and Proc Mgmt Serv | \$ 2,460.00 | |
| A.3310.400 | Traffic Control - Contractual | \$ 5,004.00 | |
| A.3410.400 | Fire Protection - Contractual | \$ 961.00 | |
| A.3620.100 | Safety Inspection - Personal Services | \$ 3,745.00 | (Temp, while Emily out on leave) |
| A.3989.400 | Other Public Safety - Contractual | \$ 15,560.00 | (Code enf viols, recovered through taxes) |
| A.4020.100 | Registrar of Vital Stats - Personal Services | \$ 62.00 | |
| A.5010.100 | Highway and Street Admin - Personal | \$ 310.00 | |
| A.5010.803 | Highway and Street Admin - FICA | \$ 207.00 | |
| A.5132.400 | Garage Contractual | \$ 3,171.00 | |
| A.5182.400 | Street Lighting Contractual | \$ 1,295.00 | |
| A.7020.100 | Recreation Admin - Personal | \$ 8,372.00 | (primarily John more hours, while Nikki on leave) |
| A.7020.803 | Recreation Admin - FICA | \$ 83.00 | |
| a.7021.400 | Recreation Bldg - Contractual | \$ 259.00 | |
| A.7110.400 | Parks - Contractual | \$ 8,739.00 | |
| A.7110.404 | Parks - Auto Repair | \$ 3,764.00 | |
| A.7110.801 | Parks - Retirement | \$ 163.00 | |
| A.7310.453 | Recreation - Youth - Ultimate Frisbee | \$ 258.00 | (program grew) |
| A.7620.488 | Recreation - Adult - Yoga | \$ 420.00 | (program grew) |
| A.8020.100 | Planning - Personal Services | \$ 2.00 | |
| A.8020.801 | Planning - Retirement | \$ 607.00 | (planning board member joined retirement system) |
| A.8020.803 | Planning - FICA | \$ 1.00 | |
| A.8100.400 | Stormwater Contractual | \$ 2,110.00 | (Environ consultant) |
| A.8160.400 | Landfill - Contractual | \$ 13,298.00 | (Grinder and Excavator) |
| A.8161.400 | Recycling - Contractual | \$ 12,909.00 | |

(a) Some one-time charges
4,305 Electrical work for new fuel tank
3,000 Lamps at Highway Garage
2,100 Wiring&Conduit for fuel pumps
1,765 new Lamps
1,554 showers installed
2,050 plexi-glass in 3 office
4,500 Condensor
2,750 Security system
1,675 New Piping
1,451
1,304 Water heater at Town Center

| | | |
|------------|------------------------|----------------------|
| A.8668.400 | Grant Writer | \$ 6,000.00 |
| A.8710.400 | Conservation Advisory | \$ 145.00 |
| A.9050.810 | Unemployment Insurance | \$ 10,280.00 |
| | | \$ 294,279.00 |

Decrease Appropriation

| | | | |
|------------|-------------------------------------|------------------------|--------------------------|
| A.1110.110 | Municipal Court - PT Salaries | \$ (6,534.00) | |
| A.1330.400 | Tax Collection - Contractual | \$ (836.00) | |
| A.1355.400 | Assessment - Contractual | \$ (290.00) | |
| A.1410.802 | Town Clerk - Retirement | \$ (32.00) | |
| A.1620.140 | Buildings - OT | \$ (7,100.00) | |
| A.1620.801 | Buildings - Retirement | \$ (2,301.00) | |
| A.1620.803 | Buildings - FICA | \$ (430.00) | |
| A.1640.802 | Central Garage - Hosp/Medical | \$ (6,573.00) | |
| A.1680.400 | Central Data - Contractual | \$ (11,622.00) | |
| A.1910.431 | Unallocated Insurance | \$ (5,555.00) | |
| A.1930.428 | Judgement&Claims - Tax Certs | \$ (5,000.00) | |
| A.1989.400 | Town Code - Contractual | \$ (2,949.00) | |
| A.1990.100 | Contingencies - Personal Services | \$ (15,600.00) | Was set up for the Court |
| A.3120.802 | Police - Hosp/Med Police | \$ (24,649.00) | |
| A.3120.818 | Police - Hosp/Med Dispatchers | \$ (29,818.00) | |
| A.3510.100 | Control of Dogs - Personal Services | \$ (7,395.00) | |
| A.3410.400 | Control of Dogs - Contractual | \$ (4,932.00) | |
| A.3620.400 | Safety Inspection - Contractual | \$ (3,110.00) | |
| A.3620.802 | Safety Inspection - Hosp/Medical | \$ (635.00) | |
| A.5010.400 | Highway Admin - Contractual | \$ (517.00) | |
| A.6772.400 | Programs for the Agings | \$ (24,000.00) | |
| A.7110.400 | Celebrations - Townwide Contractual | \$ (5,809.00) | |
| A.7110.102 | Parks - Seasonal Payroll | \$ (12,935.00) | |
| A.7310.457 | Youth Programs - Girls Softball | \$ (409.00) | |
| A.7410.801 | Library - Retirement | \$ (2,317.00) | |
| A.7550.400 | Celebrations - Kent Community Days | \$ (11,500.00) | |
| A.8161.200 | Recycling - Equipment | \$ (3,500.00) | |
| A.8161.404 | Recycling - Auto Repair | \$ (1,100.00) | |
| A.9040.804 | Workers Comp | \$ (44,622.00) | |
| A.9089.811 | Other benefits | \$ (1,500.00) | |
| | | \$ (243,570.00) | |

Increase Revenue

| | | | |
|--------|------------------------------------|---------------------|--|
| A.1570 | Charges Demolition Code Violations | \$ 15,560.00 | (2021 tax warrant, accr at 12/31/2020) |
| | | \$ 15,560.00 | |

Increase Appropriated Fund Balance

| | | | |
|--|-------------------------------|---------------------|------------------------------|
| | New Buzzer System - Town Hall | \$ 26,840.00 | |
| | Recycling expense | \$ 8,309.00 | Thruway Plumbing and Heating |
| | | \$ 35,149.00 | |

2020 Fiscal impact increase \$ 50,709.00

2. WHEREAS, Highway Department has requested a budgetary transfer to cover under budgeted expenses, and now therefore be it RESOLVED that the following budgetary transfers be made:

Increase Appropriation

| | | | |
|-------------|--|----------------------|-----------------|
| DA.1980.400 | MTA Tax | \$ 52.00 | |
| DA.5110.100 | Highway - Maint of Rds Personal Services | \$ 20,798.00 | |
| DA.5110.140 | Highway - Maintenance of Rds Overtime | \$ 62,434.00 | |
| DA.5110.400 | Highway - Maintenance of Rds Contractual | \$ 7,288.00 | |
| DA.5110.803 | Highway - FICA | \$ 13,019.00 | |
| DA.5130.200 | Highway - Equipment | \$ 9,752.00 | |
| DA.5130.404 | Machinery - Auto repair | \$ 17,245.00 | |
| DA.5130.430 | Machinery Insurance - Vehicle | \$ 5,274.00 | (new equipment) |
| DA.5142.100 | Snow removal - Personal Services | \$ 20,649.00 | |
| DA.5142.403 | Snow removal - Gas | \$ 309.00 | |
| DA.5142.404 | Snow removal - Auto repair | \$ 2,049.00 | |
| | | \$ 158,869.00 | |

Decrease Appropriation

| | | | |
|-------------|----------------------------|------------------------|--|
| DA.5142.140 | Snow Removal - OT | \$ (114,000.00) | |
| DA.5142.400 | Snow Removal - Contractual | \$ (44,869.00) | |
| | | \$ (158,869.00) | |

2020 Fiscal impact increase \$ -

3. WHEREAS, Lake Carmel Fire District has requested a budgetary transfer to cover under budgeted expenses, and now therefore be it RESOLVED that the following budgetary transfers be made:

Increase Appropriation

SF1.3410.400 Fire Protection - Contractual \$ 16,544.00

Decrease Appropriation

SF1.9040.804 Workers Compensation \$ (16,544.00)

2020 Fiscal impact increase \$ -

4. WHEREAS, Lake Carmel Park District has requested a budgetary transfer to cover under budgeted expenses, and now therefore be it RESOLVED that the following budgetary transfers be made:

Increase Appropriation

| | | | | |
|--------------|---------------------------------|----|-----------|--|
| SP1.7110.102 | Parks - Summer Payroll | \$ | 1,855.00 | |
| SP1.7110.140 | Parks - Overtime | \$ | 2,073.00 | |
| SP1.7110.200 | Parks - Equipment | \$ | 3,097.00 | |
| SP1.7110.400 | Parks - Contractual | \$ | 25,971.00 | (Basketball court \$7380, \$7940 blacktop) |
| SP1.7110.422 | Parks - Tree Removal | \$ | 7,850.00 | (Tree removal) |
| SP1.7110.431 | Parks - Parks Insurance | \$ | 3,099.00 | |
| SP1.7110.513 | Parks - Tree replacement | \$ | 2,025.00 | |
| SP1.7140.400 | LC Community Center contractual | \$ | 55,778.00 | (\$56,000 Fencing for Lake Carmel CC) |
| SP1.7141.400 | LC - 640 Rt 52 Contractual | \$ | 6,038.00 | (\$5,584 Chemung) |
| SP1.7180.200 | LC Beaches - Equipment | \$ | 22,819.00 | (Rebuild dock, steps and retaining wall) |
| SP1.9010.801 | Retirement | \$ | 7,342.00 | |

\$ 136,092.00

Decrease Appropriation

| | | | |
|--------------|-------------------------------|----|-------------|
| SP1.7110.100 | Parks - Personal Services | \$ | (29,076.00) |
| SP1.7110.441 | Parks - Lake Treatment | \$ | (12,240.00) |
| SP1.7110.803 | Parks - FICA | \$ | (2,087.00) |
| SP1.7180.102 | LC Beaches - Seasonal payroll | \$ | (26,884.00) |
| SP1.7180.400 | LC Beaches - Contractual | \$ | (3,160.00) |
| SP1.7180.450 | LC Comm Center Events | \$ | (4,558.00) |
| SP1.7180.451 | LC Committee Festivals | \$ | (5,000.00) |
| SP1.7180.803 | Lc Beaches FICA | \$ | (2,056.00) |
| SP1.9060.802 | Hosp Medical Ins | \$ | (1,031.00) |

\$ (86,092.00)

Increase Appropriated Fund Balance 50,000.00 (Fencing for Lake Carmel)

2020 Fiscal impact \$ 50,000.00

5. WHEREAS, Lake Carmel Sanitation Department has requested a budgetary transfer to cover under budgeted expenses, and now therefore be it RESOLVED that the following budgetary transfers be made:

Increase Appropriation

| | | | | |
|-------------|------------------------------|----|------------|-------------------------|
| SR.1980.400 | Refuse&Garbage - MTA Tax | \$ | 12.00 | |
| SR.8160.200 | Refuse&Garbage - Equipment | \$ | 180,754.00 | (Truck) |
| SR.8160.400 | Refuse&Garbage - Contractual | \$ | 60,871.00 | (Much higher dump fees) |
| SR.8160.404 | Refuse&Garbage - Auto Repair | \$ | 18,000.00 | |
| SR.9010.801 | NYS Retirement | \$ | 86.00 | |

\$ 259,723.00

Decrease Appropriation

| | | | |
|-------------|------------------------------------|----|-------------|
| SR.8160.100 | Refuse&Garbage - Personal Services | \$ | (19,527.00) |
| SR.8160.140 | Refuse&Garbage - OT | \$ | (2,400.00) |
| SR.8160.403 | Refuse&Garbage - Gas | \$ | (7,709.00) |
| SR.8160.803 | Refuse&Garbage - FICA | \$ | (2,955.00) |
| SR.9040.804 | Workers Comp | \$ | (26,454.00) |
| SR.9060.802 | Hosp Medical Ins | \$ | (8,939.00) |

\$ (67,984.00)

Increase Appropriated Fund Balance \$ 191,739.00

2020 Fiscal impact \$ 191,739.00



Limnology Information and Freshwater Ecology Inc
 19 Sandy Pines Blvd
 Hopewell Junction, New York, 12533
 845-227-8805 office
 845-227-0406 fax
 845-494-1359 cell
 www.lifeincponds.com
 markroland@lifeincponds.com

November 19, 2020

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

Re: Lake Carmel

Dear Maureen Fleming;

I want to thank you for the opportunity to provide a lake management proposal for Lake Carmel. I am aware that the major aquatic problem associated with the lake is a Blue Green Algae Bloom. This problem can be controlled in order for the lake to be esthetically pleasing and useable. The following is an estimate for **Lake Carmel**.

I am recommending the following lake maintenance schedule for the summer of 2021. The lake needs to be treated with an algacide named Cutrine Ultra and/or Copper Sulfate; I have attached a copy of the manufactures label for your information. You should be aware that although the treatments will clear up the algae blooms, ongoing maintenance is a **yearly** recommendation. The costs for these treatments are as follows:

| | |
|---|--------------------------|
| I. Cutrine Ultra/ Copper Sulfate: June, July, August as needed | |
| Labor and Products: (2 Treatments) | \$17,650.00 |
| II: NYS DEC Pesticide Permit & Permit Preparation fees: | \$200.00 |
| III: NYS Division of Water NPDES Permit fees: | \$110.00 |
| <u>Total 2021 Charges</u> | <u>\$17960.00</u> |

It cannot be determined at this time exactly how many treatments the lake will require. NYSDEC Regulations and the label of Cutrine Ultra are specific that only one half of the water body can be treated at a time. This is a mandatory precaution.. With the Carp in the lake, and the low Dissolved oxygen levels at times treating half the lake is in my professional opinion necessary. The \$17650.00 charge is for 2 treatments of Cutrine Ultra.

It is imperative that at the first sign of the Blue Green Algae that the treatments begin. Two treatments should be adequate if the treatments begin at the onset of the algae blooms. If a third treatment is required to keep the lake in good condition due to a hot and dry summer the additional charge for a third treatment will be \$5500.00. The town will only be invoiced for treatments performed.

The prices above for the treatments include the required products, performing the application and posting the entire shoreline of the lake per NYSDEC regulations. LIFE Inc will also be performing water quality analysis of the DO (Dissolved Oxygen) levels that are needed 24 hours before and after a scheduled treatment. Water quality analysis is an important component to any application of an algicide in a large lake.

The cost of the permits and associated fees includes the filing fees for 2 NYSDEC Pesticide Permits and one NYSDEC Division of Waters Permit. The preparation fees include hydrogeology work, creating topographical, aerial and scaled maps of the water body; preparing a downstream model and notifications to downstream owners as required by NYSDEC Regulations.

I was a residence of The Town of Kent for 28 years, and my parents lived in 7 Hills Lake for over 30 years. I have a long history with The Town of Kent and as the owner of LIFE Inc I assure you that I have the best of intentions for helping to keep Lake Carmel useable all summer; this proposal is about helping a Lake Community.

If you decide to you use my firm for this work, please sign and return a copy of this estimate, my firm will handle the permit process. Upon receipt of the signed contract I will prepare a NYSDEC aquatic permit package for your signature.

If you have any further questions, please feel free to contact me.

Sincerely,
Mark Roland
Mark Roland
President

Town of Kent

Date

CUTRINE®-ULTRA

ALGAECIDE/HERBICIDE/CYANOBACTERICIDE

GENERAL INFORMATION

This product is a chelated copper formulation containing an emulsified surfactant/penetrant combination for highly effective control of coarse (thick cell-walled) filamentous algae, mucilaginous (colonial) planktonic algae, Chara and copper-sensitive vascular aquatic plants. This product controls Planktonic (suspended) forms such as the Cyanobacteria (*Anabaena*, *Aphanizomenon*, *Microcystis*, *Pseudanabaena*, *Oscillatoria*), Green algae (*Pandorina*, *Volvox*, & *Eudorina*) Golden Algae (*Pyrenidium parvum*) and Diatoms (*Achnanthes*, *Chaetoceros*, & *Surirella*); Filamentous (mat-forming) forms such as *Spirogyra*, *Cladophora*, *Hydrodictyon*, *Vaucheria*, and *Ulothrix*, and attached, Benthic (bottom-growing) attached forms such as *Chara*, *Nitella*, *Gleotrichia* and *Lyngbya*. This product has also been proven effective in controlling the rooted aquatic plant, *Hydrilla verticillata*, *Egeria densa* and other copper-sensitive species. The ethanolamines in this product prevent the precipitation of copper with carbonates and bicarbonates in the water. Waters treated with this product may be used for swimming, fishing, further potable water treatment, livestock watering or irrigating turf, ornamental plants or crops immediately after treatment.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling. Read entire label and use strictly in accordance with precautionary statements and directions.

GENERAL APPLICATIONS RESTRICTIONS:

(For end-use products in containers ≥ 5 gallons or ≥ 50 pounds.) Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the State or Tribal agency responsible for pesticide regulation.

(For end-use consumer products in containers less than 5 gallons or less than 50 pounds) Do not apply this product in a way that will contact adults, children, or pets, either directly or through drift. Some states may require permits for the application of this product to public waters. Check with your local authorities. (For all sizes) Do not enter or allow others to enter until application of product has been completed in the area.

PRE-TREATMENT CONSIDERATIONS:

(For end-use products in containers ≥ 5 gallons or ≥ 50 pounds.)

In Potable Water Reservoirs, Lakes, Industrial Ponds & Wastewater or other monitored water systems, make initial product treatment at the onset of nuisance bloom conditions as evidenced by initial taste and odor complaints; high cell counts or chlorophyll a concentrations; high MIB or geosmin concentrations; visible surface scum formations; low Secchi disk readings; significant daily fluctuations in dissolved oxygen; and/or sudden increases in pH. Monitoring of several of these parameters on a regular basis will assist in optimizing the timing of treatments and reducing the amounts of this product needed for seasonal control. Identification of primary nuisance species or genera may also be helpful in determining and refining dosage rates.

For end-use consumer products in containers < 5 gallons or < 50 pounds) In Ponds (Farm, Fire, Fish, Golf Course, Irrigation, Ornamental, Stormwater Retention, Swimming), Small Lakes, Fish Hatcheries, Aquaculture Facilities), start treatment with this product when visible, actively growing algae and susceptible plants appear in spring, preferably before significant surface accumulations occur. Conduct treatments with operating aeration and/or fountain systems, when available.

SURFACE SPRAY / INJECTION

SLOW-FLOWING OR QUIESCENT WATER BODIES ALGAECIDE APPLICATION

For effective control, maintain proper chemical concentration for a minimum of three hours contact time. The application rates in the chart are based on static or minimal flow situations. Where significant dilution or loss of water from unregulated inflows or outflows occur (raceways) within a three hour period, chemical may have to be metered in (see FLOWING WATER DIRECTIONS).

1. Identify the form of algae growth present as one of the following types: Planktonic (suspended), Filamentous (mat forming), or Benthic (*Chara*/*Nitella*) and estimate the density of growth (Low, Medium, High).

2. Use Table 1 - Copper Concentration to select the desired PPM (Parts per Million) Copper needed, based upon the algal form and density.

Table 1 - Copper Concentration

| Form of Algal Growth | Density of Growth | | |
|----------------------|-------------------|--------|------|
| | Low | Medium | High |
| Planktonic | 0.2 | 0.4 | 0.6 |
| Filamentous | 0.2 | 0.6 | 0.8 |
| Benthic | 0.4 | 0.7 | 1.0 |

3. Refer to Table 2 - Product Application Rate and determine gallons of product needed per Acre-foot corresponding to the desired PPM concentration determined in step #2.

Table 2 - Product Application Rate (Gallons)

| PPM Copper | 0.2 | 0.3 | 0.4 | 0.5 | 0.6 | 0.7 | 0.8 | 0.9 | 1.0 |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Gallon per Acre-ft | 0.6 | 0.9 | 1.2 | 1.5 | 1.8 | 2.1 | 2.4 | 2.7 | 3.0 |

4. Determine acre-feet within the intended treatment area (area of infestation) by measuring length, width plus averaging several depth readings within the treatment area. Use the formula:

$$\frac{\text{Length (ft.)} \times \text{Width (ft.)} \times \text{Avg. Depth (ft.)}}{43,560} = \text{Acre-Feet}$$

5. Multiply Acre-Feet calculated in Step #4 times the gallons of this product determined in Step #3 to determine number of gallons of this product required for the intended treatment area.

6. Before applying, dilute the required amount of this product with enough water to ensure even distribution with the type of equipment being used. Typical dilution range is 9:1 when using hand-type sprayer or up to 50:1 when using water pump equipment or large tank sprayers.

7. Break up floating algae mats manually before spraying or with force of power sprayer if one is used. Use hand or power sprayer adjusted to rain-sized droplets to cover area evenly taking water depth into consideration. If using underwater injection systems such as drop hoses or injection booms, ensure boat pattern is uniform throughout treatment area. Treat shoreline areas first to avoid trapping fish.

8. Clean spray equipment by flushing with clean water after treatment and follow STORAGE AND DISPOSAL instructions on the label for empty or remaining partial containers.

CUTRINE-PLUS Granular Algaecide may be used as an alternative in low volume flow situations, spot treatments or treatment of bottom-growing algae in deep water.

HERBICIDE APPLICATION

This product controls *Hydrilla verticillata*, *Egeria densa* and other copper-sensitive vascular aquatic plant species can be obtained from copper concentrations of 0.4 to 1.0 ppm resulting from product treatment. Choose the application rate based upon stage and density of plant growth and respective water depth from the chart below.

Application Rates - Gallons/Surface Acre*

| Growth/Stage Relative Density | PPM copper | Depth In Feet | | | | | |
|-------------------------------------|---------------|---------------|-----|-----|------|------|------|
| | | 1 | 2 | 3 | 4 | 5 | 6 |
| Early Season Low Density | 0.4 | 1.2 | 2.4 | 3.6 | 4.8 | 6.0 | 7.2 |
| | 0.5 | 1.5 | 3.0 | 4.5 | 6.0 | 7.5 | 9.0 |
| | 0.6 | 1.8 | 3.6 | 5.4 | 7.2 | 9.0 | 10.8 |
| Mid-Season Moderate Density | 0.7 | 2.1 | 4.2 | 6.3 | 8.4 | 10.5 | 12.6 |
| | 0.8 | 2.4 | 4.8 | 7.3 | 9.6 | 12.0 | 14.4 |
| | 0.9 | 2.7 | 5.4 | 8.1 | 10.8 | 13.5 | 16.2 |
| Late Season High Density | 1.0 | 3.0 | 6.0 | 9.0 | 12.0 | 15.0 | 18.0 |

*Application rates for depths greater than six feet may be obtained by adding the rates given for the appropriate combination of depths. Application rates should not result in excess of 1.0 ppm copper concentration within treated water.

FOR USE IN:

LAKES; RIVERS; POTABLE WATER
RESERVOIRS; FARM, FIRE, FISH, GOLF
COURSE, INDUSTRIAL, IRRIGATION,
RECREATIONAL, STORMWATER
DETENTION AND WASTEWATER PONDS;
FISH HATCHERIES AND RACEWAYS;
CROP AND NON-CROP IRRIGATION
CONVEYANCE SYSTEMS (DITCHES,
CANALS AND LATERALS)

ACTIVE INGREDIENTS:

Copper Ethanolamine Complex, Mixed....27.8%
(Mono CAS# 14215-52-2 and Tri CAS# 82027-59-6)*

OTHER INGREDIENTS:.....72.2%

TOTAL.....100.0%

*Contains 0.9 lbs. of elemental copper per gallon.
Metallic copper equivalent, 9%

KEEP OUT OF REACH
OF CHILDREN
DANGER
PELIGRO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand label, find someone to explain it to you in detail.)

See Additional Precautions on Back

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Manufactured for:
Applied Biochemists
W175N1163 Stonewood Drive
Suite 234
Germantown, WI 53022
1-800-558-5106
www.appliedbiochemists.com
Pat. No. 5,407,899
EPA Reg. No. 8959-53
EPA Est. No. 42291-GA-1

FLOWING WATER DRIP SYSTEM APPLICATION - FOR USE IN POTABLE WATER AND IRRIGATION CONVEYANCE SYSTEMS

PRE-TREATMENT CONSIDERATIONS

In Crop and Non-Crop Irrigation Conveyance Systems: Ditches Canals & Laterals, apply product treatments as soon as algae or aquatic vascular plants begin to interfere noticeably with normal delivery of water (clogging of lateral headgates, suction screens, weed screens and siphon tubes). Delaying treatment could perpetuate the problem causing massing and compacting of plants. Heavy infestations and low flow conditions may require increasing water flow rate during application.

Prior to treatment it is important to accurately determine water flow rates. In the absence of weirs, orifices, or similar devices, which give accurate water flow measurements, volume of flow may be estimated by the following formula:

$$\text{Average Width (feet)} \times \text{Average Depth (feet)} \times \text{Velocity* (feet/second)} \times 0.9 = \text{Cubic Feet per Second (C.F.S.)}$$

*Velocity is the time it takes a floating object to travel a given distance. Dividing the distance traveled (feet) by the time (seconds) will yield velocity (feet/second). Repeat this measurement at the intended application site at least three times, then average the values.

• After accurately determining the water flow rate in C.F.S. or gallons/minute, find the corresponding product drip rate on the chart below.

| WATER FLOW RATE | | PRODUCT DRIP RATE* | | |
|-----------------|---------|--------------------|---------|--------------|
| C.F.S. | Gal/Min | Qts./Hr. | mL/Min. | Fl. Oz./Min. |
| 1 | 450 | 1 | 16 | 0.5 |
| 2 | 900 | 2 | 32 | 1.1 |
| 3 | 1350 | 3 | 47 | 1.6 |
| 4 | 1800 | 4 | 63 | 2.1 |
| 5 | 2250 | 5 | 79 | 2.7 |

Calculate the amount of this product needed to maintain the drip rate for a period of 3 hours by multiplying Qts./Hr. x 3; mL/Min. x 180; or Fl. Oz./Min. x 180. Dosage will maintain 1.0 ppm Copper concentration in the treated water for the 3 hour period. Introduce this product into the channel at weirs or other turbulence-creating structures to effectively disperse it.

Pour the required amount of this product into a drum or tank equipped with a brass needle valve and constructed to maintain a constant drip rate. Use a stopwatch and appropriate measuring container to set the desired drip rate. Re-adjust accordingly if flow rate changes during the 3 hour treatment period.

Distance of control obtained down the waterway will vary depending upon density of vegetation growth. Treatment period may have to be extended up to 6 hours in areas where control may be difficult due to high flows or significant growth. Periodic maintenance treatments may be required to maintain seasonal control.

TANK MIXING

On waters where enforcement of use restrictions for recreational, domestic and irrigation uses are acceptable, the following mixture can be used as an alternative Hydrilla control method.

Tank mix 3 gallons of this product with 2 gallons of HARVESTER®. Apply mixture at the rate of 5 gallons per surface acre. Dilute with at least 9 parts water and apply as a surface spray or underwater injection. Observe all cautions and restrictions on the labels of both this product and HARVESTER® used in this mixture.

OTHER TREATMENT FACTORS AND CONSIDERATIONS

The following suggestions apply to the use of this product as an algicide or herbicide in all approved use sites:

- Calm and sunny conditions when water temperature is at least 60°F will usually expedite control results.
- Treat when growth first begins to appear or create a nuisance, if possible.
- Apply in a manner that will ensure even distribution of the chemical within the treatment area. Effective control of algae requires direct contact with all cells throughout the water column, since these plants do not have vascular systems to transport active ingredient from cell to cell.
- Visible reduction of algae is commonly observed in 24 to 48 hours following application, with full effects of treatments sometimes taking 7 - 10 days depending upon algae forms, weather, degree of infestation and water temperatures.
- Re-treat areas if re-growth or new growth begins to appear and seasonal control is desired. Identify new growth to re-check required copper concentrations that may be needed for control.
- Under conditions of heavy infestation, treat only 1/3 to 1/2 of the water body at a time to avoid fish suffocation caused by oxygen depletion from decaying algae. (See ENVIRONMENTAL HAZARDS).

FIRST AID

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

If swallowed: Call a poison control center or doctor immediately for treatment advice. Have the person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

Have the product container or label with you when calling doctor, or going for treatment.

In case of emergency call 1-800-654-6911

For spill or cleanup information call CHEMTREC at 1-800-424-9300

Note to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS DANGER / PELIGRO

Corrosive. Causes irreversible eye damage and skin burns. Harmful if swallowed or absorbed through the skin. Do not get in eyes, on skin, or on clothing. Wear protective eyewear, clothing, and chemical resistant gloves. Wash thoroughly with soap and water before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE): Mixers, loaders, applicators, and other handlers must wear the following:

- long-sleeve shirt,
- long pants,
- socks plus shoes,
- goggles or face shield and rubber gloves.

User Safety Requirements

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent material that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

User Safety Instructions

Users must wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Users must remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Users must remove PPE immediately after handling this product. As soon as possible, wash thoroughly and change into clean clothing. Wash outside of gloves before removing.

Potable water sources treated with this copper product may be used as drinking water only after proper additional potable water treatments.

ENVIRONMENTAL HAZARDS:

(For end-use products in containers <5 gallons or <50 pounds): This product may be hazardous to aquatic organisms. This product may be toxic to trout and other species of fish. Fish toxicity is dependent upon the hardness of water. Do not use in water containing trout if the carbonate hardness of water does not exceed 50 ppm. Do not use in waters containing Koi and hybrid goldfish. Not intended for use in small volume, garden pond systems.

(For end-use products in containers ≥5 gallons or ≥50 pounds): Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance contact your State Water Board or Regional Office of the EPA.

Waters treated with this product may be hazardous to aquatic organisms. Treatment of aquatic weeds and algae can result in oxygen loss from decomposition of dead algae and weeds. This oxygen loss can cause fish and invertebrate suffocation.

To minimize this hazard, do not treat more than 1/2 of the water body to avoid depletion of oxygen due to decaying vegetation. Wait at least 10-14 days between treatments. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Consult with the State or local agency with primary responsibility for regulating pesticides before applying to public waters, to determine if a permit is required.

Certain water conditions including low pH (≤ 6.5), low dissolved organic carbon (DOC) levels (3.0 mg/L or lower), and "soft" waters (i.e. alkalinity less than 50 mg/L), increases the potential acute toxicity to non-target aquatic organisms.

STORAGE & DISPOSAL:

Do not contaminate water, food or feed by storage or disposal. Open dumping is prohibited.

PESTICIDE STORAGE:

(For non-refillable containers only): Nonrefillable container. Keep container closed when not in use. Keep pesticide in original container. Do not put concentrate or dilute into food or drink containers. Do not reuse or refill container. Do not contaminate feed, feedstuffs, or drinking water. Do not store or transport near feed or food. Store at temperatures above 32°F.

(For 275 Gallon refillable container only): Refillable container. Keep container closed when not in use. Keep pesticide in original container. Do not put concentrate or dilute into food or drink containers. Refill this container with CUTRINE®-ULTRA only. Do not reuse this container for any other purpose. Do not contaminate feed, feedstuffs, or drinking water. Do not store or transport near feed or food. Store at temperatures above 32°F.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional office for guidance.

CONTAINER DISPOSAL:

(For <5 gallon non-refillable containers only): Do not reuse container. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling or reconditioning if available or puncture and dispose of in approved landfill, or incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. Consult Federal, State or local authorities for approved alternative procedures.

(For ≥5 gallon non-refillable containers only): Do not reuse container. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 with water and recap. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand container on its end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then offer for recycling or reconditioning if available or puncture and dispose of in approved landfill, or incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. Consult Federal, State or local authorities for approved alternative procedures.

(For 275 Gallon refillable container only): Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill container about 10 percent full with water. Agitate vigorously or recirculate water with pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat rinsing procedure two more times. Then offer for recycling or reconditioning if available or puncture and dispose of in approved landfill, or incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. Consult Federal, State or local authorities for approved alternative procedures.

Warranty

To the extent consistent with applicable law neither the manufacturer nor the seller makes any warranty, expressed or implied concerning the use of this product other than indicated on the label.

To the extent consistent with applicable law buyer assumes risk of use of this material when such use is contrary to label instructions. Read and follow the label directions.

Cutrine® and Harvester® are registered trademarks of Arch Chemicals, Inc.

080112/ESL050411

50 LBS. NET WEIGHT (22.7 KILOS)

COPPER SULFATE CRYSTALS

| ACTIVE INGREDIENT | BY WEIGHT |
|----------------------------------|-----------|
| COPPER SULFATE PENTAHYDRATE..... | 99.0% |
| OTHER INGREDIENTS..... | 1.0% |
| TOTAL | 100.0% |

CAS #7758-99-8
COPPER AS METALLIC NOT LESS THAN 25%

See back panel for specific pesticidal use directions.

Also for non-pesticidal uses of copper sulfate including but not limited to:

- For Non-Pesticidal Manufacturing and Industrial Uses.
- For manufacturing, repackaging, formulation of algacides and fungicides.
- For use as foot baths to control hoof rot in cattle.
- For use in preparing Bordeaux mixture.
- For use as a trace mineral for mixing in animal feeds at levels in accord with good feeding and feed manufacturing practices.
- For use as a fertilizer trace mineral for plant growth and used in accord with recommended agronomic practices.

(NOTE: For the states of Wisconsin, California, Oregon and Washington fertilizer recommendations and information, refer to back panel.)

When this product is used as a feed or fertilizer ingredient:

Guaranteed Analysis: Copper (Cu) = 25.0% Derived from Copper Sulfate

KEEP OUT OF REACH OF CHILDREN DANGER - PELIGRO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand the label, find someone to explain it to you in detail.)

| FIRST AID | |
|-------------------------|--|
| If on skin or clothing: | Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. |
| If inhaled: | Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth to mouth, if possible. Call a poison control center or doctor for further treatment advice. |
| If in eyes: | Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue to rinse eye. Call a poison control center or doctor for treatment advice. |
| If swallowed: | Call poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. |
| Notes: | Have the product container or label with you when calling a poison control center or doctor, or going for treatment. In the event of a medical emergency, you may also contact the National Pesticide Information Center at 1-800-858-7378. |

CHEM ONE LTD. →

This product manufactured for
CHEM ONE LTD.
HOUSTON, TEXAS 77040-6519
TEL. (713) 896-9966

EPA REG. NO. 56576-1
EPA EST. NO. 52117-MX-001

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
DANGER - PELIGRO**

CORROSIVE: Causes eye damage and irritation to the skin and mucous membranes. Harmful or fatal if swallowed. Do not get in eyes, on skin or on clothing. Do not breathe dust or spray mist. May cause skin sensitization reactions to certain individuals.

PERSONAL PROTECTIVE EQUIPMENT

Applicators and other handlers must wear: Long-sleeved shirt and long pants, chemical-resistant gloves made of any waterproof material, shoes plus socks, and protective eyewear. Some materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for category A on an EPA chemical resistance category selection chart. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS:

Users should: Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This product is toxic to fish. Direct application of Copper Sulfate to water may cause a significant reduction in populations of aquatic invertebrates, plants and fish. Do not treat more than one-half of lake or pond at one time in order to avoid depletion of oxygen from decaying vegetation. Allow 1 to 2 weeks between treatments for oxygen levels to recover. Trout and other species of fish may be killed at application rates recommended on this label, especially in soft or acid waters. However, fish toxicity generally decreases when the hardness of water increases. Do not contaminate water by cleaning of equipment or disposal of wastes. Consult your local State Fish and Game Agency before applying this product to public waters. Permits may be required before treating such waters.

STORAGE AND DISPOSAL

PROHIBITIONS: Do not contaminate water, food or feed by storage or disposal. Open burning and dumping is prohibited. Do not re-use empty container.

STORAGE: Keep pesticide in original container. Do not put concentrate or dilutions of concentrate in food or drink containers.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

CONTAINER DISPOSAL: Completely empty bag into application equipment. Then dispose of empty bag in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

If Plastic Container: Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

STORAGE: Store in original container and place in a locked storage area.

PESTICIDE DISPOSAL: Call your local solid waste agency (or 1-800-CLEANUP or equivalent organization) for disposal instructions. Unless otherwise instructed, place in the trash. Never pour unused product down the drain or on the ground.

CONTAINER DISPOSAL: Do not reuse this container. Do not rinse unless required for recycling. Place in trash.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For requirements specific to your State or Tribe, consult the agency responsible for pesticide regulations.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 24 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is: Coveralls, chemical-resistant gloves made of any waterproof material (such as polyvinyl chloride, nitrile rubber, or butyl rubber), shoes plus socks, and protective eyewear.

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Applicators and other handlers who handle this pesticide for any use NOT covered by the Worker Protection Standard (40 CFR Part 170) must wear: long-sleeved shirt, chemical-resistant gloves made of any waterproof material (such as polyvinyl chloride, nitrile rubber, or butyl rubber), shoes plus socks, and protective eyewear.

GENERAL INSTRUCTIONS FOR USE

Water hardness, temperature of the water, the type and amount of vegetation to be controlled, and the amount of water flow are to be considered in using Copper Sulfate to control algae. Begin treatment soon after plant growth has started. If treatment is delayed until a large amount of algae is present, larger quantities of Copper Sulfate will be required. Algal growth is difficult to control with Copper Sulfate when water temperatures are low or when the water conditions are hard water. Larger quantities of Copper Sulfate will be required to kill and control algae in water which is flowing than in a body of stagnant water. If possible, curtail the flow of water before treatment and hold dormant for approximately three days after treatment or until the algae have begun to die. When preparing a Copper Sulfate solution in water, the mixing container should be made of plastic or glass: or, a painted, enameled, or copper lined metal container. It is usually best to treat algae on a sunny day when the heavy mats of filamentous algae are most likely to be floating on the surface where it can be sprayed directly. If there is some doubt about the concentration to apply, it is generally best to start with a lower concentration and to increase this concentration until the algae are killed.

Treatment of algae can result in oxygen loss from decomposition of dead algae. This loss can cause fish suffocation. Therefore, to minimize this hazard, treat one-third to one-half of the water area in a single operation and wait 10 to 14 days in between treatments. Begin treatments along the shore and proceed outward in bands to allow fish to move into untreated water. NOTE: If treated water is to be used as a source of potable water, the metallic copper residual must not exceed 1 ppm (4 ppm copper sulfate pentahydrate).

CALCULATIONS FOR THE AMOUNT OF WATER IMPOUNDED AND FOR THE AMOUNT OF COPPER SULFATE TO BE USED: Calculate water volume as follows: (1) Obtain surface area by measuring of regular shaped ponds or mapping of irregular ponds or by reference to previously recorded engineering data or maps. (2) Calculate average depth by sounding in a regular pattern and taking the mean of these readings or by reference to previously obtained data. (3) Multiply surface area in feet by average depth in feet to obtain cubic feet of water volume. (4) Multiply surface area in acres by average depth in feet to obtain total acre-feet of water volume.

CALCULATE WEIGHT OF WATER TO BE TREATED AS FOLLOWS: (1) Multiply volume in cubic feet by 62.44 to obtain total pounds of water, or (2) Multiply volume in acre feet by 2,720,000 to obtain pounds of water.

CALCULATIONS OF ACTIVE INGREDIENT TO BE ADDED: To calculate the amount of Copper Sulfate Pentahydrate needed to achieve the recommended concentration, multiply the weight of water by the recommended concentration of Copper Sulfate. Since recommended concentrations are normally given in parts per million (ppm), it will first be necessary to convert the value in parts per million to a decimal equivalent. For example, 2 ppm is the same as 0.000002 when used in this calculation. Therefore, to calculate the amount of Copper Sulfate Pentahydrate to treat 1 acre-foot of water with 2 ppm Copper Sulfate, the calculation would be as follows:

$$0.000002 \times 2,720,000 = 5.44 \text{ lbs. Copper Sulfate Pentahydrate}$$

CALCULATION OF WATER FLOW IN DITCHES, STREAMS, AND IRRIGATION SYSTEMS: The amount of water flow in cubic feet per second is found by means of a weir or other measuring device.

SPECIFIC INSTRUCTIONS

SEWER TREATMENT – ROOT DESTROYER*

ROOT CONTROL GENERAL INFORMATION: Plant roots can penetrate through small cracks and poorly sealed joints of sewer lines. If not controlled, these small roots will continue to grow larger in number causing breakage, reduced flow, and eventually, flow stoppage. Copper sulfate has been known to be an effective means to control roots in residential and commercial sewers.

COMMERCIAL, INSTITUTIONAL, AND MUNICIPAL SEWERS:

ROOT CONTROL IN SEWERS: As a preventive measure, apply into each junction or terminal manhole 2 pounds of Copper Sulfate Crystals every 6 to 12 months. At time of reduced flow (some water flow is essential), add copper sulfate. If flow has not completely stopped, but has a reduced flow due to root masses, add Copper Sulfate Crystals in the next manhole above the reduced flow area. For complete stoppage, penetrate the mass with a rod to enable some flow before treatment.

ROOT CONTROL IN STORM DRAINS: Apply when water flow is light. If no water flow, as in dry weather, use a hose to produce a flow. Apply 2 pounds Copper Sulfate Crystals per drain per year. It may be necessary to repeat treatments 3 to 4 times, at 2 week intervals, if drains become nearly plugged.

SEWER PUMPS AND FORCE MAINS: At the storage well inlet, place a cloth bag containing 2 pounds of Copper Sulfate Crystals. Repeat as necessary.

RESIDENTIAL OR HOUSEHOLD SEWER SYSTEMS:

When a reduced water flow is first noticed, and root growth is thought to be the cause, treat with Copper Sulfate Crystals. It is important not to wait until a stoppage occurs because some water flow is necessary to move the Copper Sulfate Crystals to the area of root growth. Usually, within 3 to 4 weeks, after roots have accumulated sufficient copper sulfate, the roots will die and begin to decay and water flow should increase. As the roots regrow, follow-up treatments with copper sulfate will be required. Applications may be made each year in the spring after plant growth begins, during late summer or early fall, or any time a reduced water flow, thought to be caused by root growth, occurs.

Apply 2-6 pounds Copper Sulfate Crystals two times a year to household sewers. Add Copper Sulfate Crystals to sewer line by pouring about ½ pound increments into the toilet bowl nearest the sewer line and flush, repeat this process until recommended dose has been added, or remove cleanout plug and pour entire recommended quantity directly into the sewer line. Replace the plug and flush the toilet several times.

ROOT CONTROL IN SEPTIC TANK AND LEACH LINES AND LEACH LINE PIPES:

SEPTIC TANKS – The majority of the copper sulfate will settle in the septic tank itself and little will pass into the leach lines. To treat leach line pipes, add 2 to 6 pounds of Copper Sulfate Crystals to the distribution box located between the septic tank and the leach lines. To achieve effective root control in the leach lines it is necessary to transfer Copper Sulfate Crystals from the septic tank to the leach lines. A cleanout plug opening may need to be installed if the distribution box does not have an opening leading to the leach lines.

*NOTE: Do not apply Copper Sulfate Crystals through sink or tub drains as it will corrode the metal drains.

*NOTE: Copper sulfate added to an active 300 gallon septic tank at 2, 4 and 6 pounds per treatment will temporarily reduce bacterial action, but it will return to normal approximately 15 days after treatment. Trees and shrubbery growing near a treated line normally are not affected due to only a small portion of their roots being in contact with the copper sulfate. The copper sulfate kills only those roots inside the leach line.

*NOTE: Do not use as a sewer additive where prohibited by State law. State law prohibits the use of this product in sewage systems in the State of Connecticut. Not for sale or use in the California counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma for root control in sewers. Not for sale or use in septic systems in the State of Florida.

TO CONTROL ALGAE AND THE POTOMOGETON POND WEEDS, LEAFY AND SAGO, IN IRRIGATION SYSTEMS:

Once the amount of Copper Sulfate required for treating ditches or streams has been calculated, use a continuous application method, selecting proper equipment to supply Copper Sulfate granular crystals as follows:

FOR ALGAE CONTROL – Begin continuous addition application of granular Copper Sulfate when water is first turned into the system and continue throughout the irrigation system, applying 0.1 to 0.2 lbs per cubic ft per second per day.

FOR LEAFY AND SAGO POND WEED CONTROL – Use the same continuous feeder, applying 1.6 to 2.4 pounds Copper Sulfate Pentahydrate per cubic foot per second per day. NOTE: For best control of leafy and sago pond weed, it is essential to begin Copper Sulfate additions when water is first turned into the system or ditch to be treated and to continue throughout the irrigation system. Copper Sulfate becomes less effective as the alkalinity increases. Its effectiveness is significantly reduced when the bicarbonate alkalinity exceeds 150 ppm. Should Copper Sulfate fail to control pond weeds satisfactorily, it may be necessary to treat the ditch with either a suitable approved herbicide or use a mechanical means to remove excess growth. In either case, resume Copper Sulfate addition as soon as possible.

TO CONTROL ALGAE IN IMPOUNDED WATERS, LAKES, PONDS AND RESERVOIRS: There are several methods by which to apply Copper Sulfate to impounded water. Probably the most satisfactory and simplest method is to dissolve the Copper Sulfate crystals in water and to spray this water over the body of water from a boat. A small pump mounted in the boat can easily be used for this purpose. Fine crystals may be broadcast directly on the water surface from a properly equipped boat. A specially equipped air blower can be used to discharge fine crystals at a specific rate over the surface of the water. When using this method, the direction of the wind is an important factor. Do not use this method unless completely familiar with this type of application. Where the situation permits, Copper Sulfate may be applied under the water by dragging burlap bags containing Copper Sulfate. The crystals are placed in burlap bags and dragged through the water by means of a boat. Begin treatment along the shoreline and proceed outward until one-third to one-half of the total area has been treated. Care should be taken that the course of the boat is such as to cause even distribution of the chemical. In large lakes, it is customary for the boat to travel in parallel lines about 20 to 100 feet apart. Continue dragging the burlap bags over the treated area until the minimum dosage is achieved and all crystals have been dissolved. Large or medium size crystals that dissolve slowly should be used with this method.

Copper Sulfate can be applied to impounded waters by injecting a copper sulfate solution in water via a piping system.

CONTROL OF ALGAE AND BACTERIAL ODOR IN SEWAGE LAGOONS AND PITS (Except California):

Application rates may vary depending on amounts of organic matter in effluent stream or retention ponds. Use 2 lbs. of Copper Sulfate Crystals in 60,000 gals. (8,000 cu. ft.) of effluent to yield 1 ppm of dissolved copper. Dosage levels may vary depending upon organic load. Other Organic Sludges: Copper Sulfate Crystal solution must be thoroughly mixed with sludge. Dissolve 2 lbs. in 1-2 gals. of water and apply to each 30,000 gals. of sludge.

Useful formulas for calculating water volume flow rates: Multiply the water volume in cu. ft. times 7.5 to obtain gallons.

Note: 1 C.F.S./Hr. = 27,000 Gals. 1 Acre Foot = 326,000 Gals.

TO CONTROL ALGAE IN IRRIGATION CONVEYANCE SYSTEMS USING THE SLUG APPLICATION METHOD: Make an addition (dump) of Copper Sulfate into the irrigation ditch or lateral at 0.25 to 2.0 lbs. per cubic foot per second of water per treatment. Repeat on approximate 2-week intervals as required. Depending on water hardness, alkalinity and algae concentration, a dump is usually required every 5 to 30 miles. Effectiveness of Copper Sulfate decreases as the bicarbonate alkalinity increases and is significantly reduced when the alkalinity exceeds approximately 150 ppm as CaCO₃.

TO CONTROL ALGAE IN RICE (Domestic and Wild) FIELDS: Application should be made when algae have formed on the soil surface in the flooded field. Applications are most effective when made prior to the algae's leaving the soil surface and rising to the water surface. Apply 10-15 pounds Copper Sulfate Crystals per acre to the water surface as either crystals or dissolve in water and make a surface spray. Apply higher rate in deeper water (6 inches or greater).

TO CONTROL TADPOLE SHRIMP IN RICE FIELDS: Application should be made to the flooded fields any time the pest appears from planting time until the seedlings are well rooted and have emerged through the water. Apply 5-10 pounds Copper Sulfate Crystals per acre. The use rate per acre should be determined by the water depth and flow. Use the lower rate at minimum flow and water depth and the higher rate when water depth and flow are maximum.

| STATE | SPECIES | BULLETIN NO. | COUNTY |
|------------|--------------------|--------------|--|
| CALIFORNIA | Solano grass | EPA/ES-85-13 | Solano |
| TENNESSEE | Slackwater Darter | EPA/ES-85-04 | Lawrence Wayne Hancock |
| | Freshwater Mussels | EPA/ES-85-07 | Claiborne Hawkins Sullivan |
| ALABAMA | Slackwater Darter | EPA/ES-85-05 | Lauderdale Limestone Madison |
| VIRGINIA | Freshwater Mussels | EPA/ES-85-06 | Grayson Smyth Scott Washington Lee |

ENDANGERED SPECIES RESTRICTIONS: It is a violation of Federal Law to use any pesticide in a manner that results in the death of an endangered species or adverse modification of their habitat. The use of this product may pose a hazard to certain Federally designated endangered species known to occur in specific areas within the above counties.

PLEASE NOTE Before using this product in the above counties you must obtain the EPA Bulletin specific to your area. This Bulletin identifies areas within these counties where the use of this pesticide is prohibited, unless specified otherwise. The EPA Bulletin is available from either your County Agricultural Extension Agent, the Endangered Species Specialist in your State Wildlife Agency Headquarters, or the appropriate Regional Office of the U.S. Fish and Wildlife Service. THIS BULLETIN MUST BE REVIEWED PRIOR TO PESTICIDE USE.

COPPER SULFATE REQUIRED FOR TREATMENT OF DIFFERENT GENERA OF ALGAE

The genera of algae listed below are commonly found in waters of the United States. Use the lower recommended rate in soft waters (less than 50 ppm methyl orange alkalinity) and the higher concentration in hard waters (above 50 ppm alkalinity). Always consult State Fish and Game Agency before applying this product to municipal waters.

| ORGANISM | ¼ to ½ ppm* | ½ to 1 ppm* | 1 to 1½ ppm* | 1½ to 2 ppm* |
|---|---|---|--|---|
| Cyanophyceae (Blue-green) | Anabaena Anacystis Aphanizomenon Gloeotrichia Gomphosphaeria Polycystis Rivularia | Cylindrospermum Oscillatoria Plectonema | Nostoc Phormidium | Calothrix Symploca |
| Chlorophyceae (Green) | Closterium Hydrodictyon Spirogyra Ulothrix | Botryococcus Cladophora Coelastrum Draparnaldia Enteromorpha Gloeocystis Microspora Tribonema Zygnema | Chlorella Crucigenia Desmidiium Golenkinia Oocystis Palmella Pithophora Staurostrum Tetraedron | Ankistrodesmus Chara Nitella Scenedesmus |
| Diatomaceae (Diatoms) | Asterionella Fragilaria Melosira Navicula | Gomphonema Nitzschia Stephanodiscus Synedra Tabellaria | Achnanthes Cymbella Neidium | |
| Protozoa (Flagellates) | Dinobryon Synura Uroglena Volvox | Ceratium Cryptomonas Euglena Glenodinium Mallomonas | Chlamydomonas Hawmatococcus Peridinium | Eudorina Pandorina |
| * ¼ - ½ ppm = .67 – 1.3 lbs/acre ft. * 1 – 1½ ppm = 2.6-3.9 lbs/acre ft. * ½ - 1 ppm = 1.3 – 2.6 lbs/acre ft. * 1½ - 2 ppm = 3.9 – 5.32 lbs/acre ft. | | | | |

SCHISTOSOME-INFECTED FRESH WATER SNAILS

For recreational lakes, reservoirs, and ponds, 5.32 -13.3 lbs/acre-ft Copper Sulfate Crystals (i.e., 2-5 ppm copper sulfate), is usually sufficient for treatment of Schistosomus-infected fresh water snails. Use surface area in acres multiplied by average depth in feet to determine water volume and application rate. Apply only along shoreline swimming areas and/or to infected snail beds on a calm sunny day when water temp is at least 60°F. Not allowing swimming for at least 12 hrs following treatment is recommended. If this lower dosage is not sufficient, up to 32 ppm copper sulfate, i.e., 87 lbs/acre (= 2 lbs/1000 sq ft) bottom surface area can be applied. Not allowing swimming for 48 hrs is recommended. Using either dosage, a second application may be made if necessary, 10 to 14 days later. DO NOT make more than two applications a season. Broadcast application using boat, aircraft, or hand equipped with power or hand seeder or underwater dispenser. Do not exceed 1 ppm copper (4 ppm Copper Sulfate) in potable water systems. This labeling must be in the possession of the user at the time of pesticide application. **NOTE : In the State of New York** –For use in recreational lakes, reservoirs and ponds ONLY in areas where infected snail beds have been identified. Apply medium grade crystals by hand broadcast method of application only. This product is a restricted use pesticide in New York State. Pesticide applicator certification or a special use permit is required for sale, possession, or use. Each individual treatment must be approved by the Department of Environmental Conservation. Therefore, you must contact the Pesticide Control Specialist at the appropriate regional office of the Department 30 days in advance of the proposed treatment.

FOOT BATHS FOR CATTLE

Foot baths of Copper Sulfate Crystals can be used as an aid in the treatment of hoof rot in cattle. Prior to treatment, a veterinarian should be consulted to confirm presence of hoof rot. Animals may be walked through a foot bath of 2% (add 2 lbs copper sulfate to 11.8 gals water) to 5% (add 5 lbs copper sulfate to 11.4 gals water) aqueous solution with an immersion time of 5 to 20 min twice daily for a period of time as prescribed by a veterinarian. Keep foot baths clean during treatment period. Do not allow cattle to drink from foot baths as copper sulfate is highly toxic. Follow instructions under Storage and Disposal when solutions are discarded at end of treatment period.

| Crop | Pounds per Acre | | | | | |
|--|-------------------|------|---------------------|------|-------------------|------|
| | Sands | | Loams, silts, clays | | Organic | |
| | Bdct ^b | Band | Bdct ^b | Band | Bdct ^b | Band |
| Lettuce, onion, Spinach | 10 | 2 | 12 | 3 | 13 | 4 |
| Carrot, cauliflower, celery, alfalfa, clover, corn, oat, radish, sudan grass, wheat | 4 | 1 | 8 | 2 | 12 | 3 |
| Asparagus, barley, beans, beet, broccoli, mint, pea, potato, rye, soybean | 0 | 0 | 0 | 0 | 0 | 2 |

^aRecommendations are for inorganic sources of copper. Copper chelates can also be used at 1/6 of the rates recommended above. Do not apply copper unless a deficiency has been verified by plant analysis. ^bBdct = broadcast

Information received by the Washington State Dept. of Agriculture regarding the components in this product is available on the internet at <http://agr.wa.gov> Information regarding the contents and levels of metals in this product is available at the Oregon Dept of Agriculture internet site: <http://oda.state.or.us/fertilizer>

BORDEAUX SPRAY MIXTURE

Understanding Bordeaux Formulations: If the Bordeaux mixture instructions read 10-10-100, the first figure indicates the number of lbs of Copper Sulfate Crystals. The second figure is the lbs of hydrated spray lime and the third figure is the gallons of water to be used. Use as a full coverage spray to point of runoff.

Preparation of Bordeaux Spray Mixture: Fill a tank 1/4 full with water. Then, with agitator running, mix in Copper Sulfate Crystals through a copper, bronze, stainless steel or plastic screen. Add water so the tank is 3/4 full. Mix in the hydrated spray lime through the screen and finish filling the tank with water.

CROP USE RECOMMENDATIONS

Almond, Apricot, Peach, Nectarine: Shot Hole Fungus – Prepare a 10-10-100 Bordeaux and apply as a dormant spray in late fall or early spring.

Almond, Apricot, Cherry, Peach, Nectarine, Plum, Prune: Brown Rot Blossom Blight – Prepare a 10-10-100 Bordeaux and apply when buds begin to swell.

Apple: Fireblight – Mix 5 lbs of Copper Sulfate Crystals in 100 gals of water and spray uniformly to the point of runoff. Apply in dormant only at silver tip stage. After silver tip, severe burn will occur on any exposed green tissue. Do not mix lime to make a Bordeaux spray for this treatment.

Blueberries: Bacterial Canker – Prepare and apply an 8-8-100 Bordeaux mixture in the fall before heavy rains begin and again 4 weeks later.

Bulbs (Easter Lily, Tulip, Gladiolus): Botrytis Blight – Prepare a 10-10-100 Bordeaux mixture and apply as a foliar spray to 1 acre. Apply for thorough coverage beginning at the first sign of disease and repeat as needed to control disease at 3 to 10 day intervals. Use the shorter intervals during periods of frequent rains or when severe disease conditions persist. Avoid spray just before flower cutting season if residues are a problem.

Caneberries: For leaf and cane spot and Pseudomonas blight, prepare and apply an 8-8-100 Bordeaux mixture in the fall before heavy rains begin and again 4 weeks later.

Cherry (Sweet): Dead Bud, Bacterial Canker (Pseudomonas Syringae) – Prepare a 12-12-100 Bordeaux. Apply at leaf fall and again in late winter before buds begin to swell. In wet cool Northwest U.S. winters, a third spray may be needed between above sprays.

Cherry (Sour): Leaf Spot – Prepare a 10-10-100 Bordeaux. Apply as a full coverage spray after petal fall or as recommended by the State Extension Service.

CITRUS

(NOTE: Adding foliar nutritionals to spray mixtures containing Copper Sulfate Crystals or other products and applying to citrus during the post-bloom period when young fruit is present may result in spray burn.)

Bacterial Blast – Prepare a 10-10-100 Bordeaux spray and apply a spray in late October to early November or before fall rains begin. Make a complete coverage spray using 10 to 25 gals per mature tree.

Lemon, Orange, Grapefruit: Phytophthora Brown Rot - Prepare a 3-4.5-100 Bordeaux mixture only where there is no history of copper injury or use a 3-2-6-100 (Zinc Sulfate-Copper Sulfate Crystals-Hydrated Lime-Gallons of water) Bordeaux mixture. Spray 6 gals on skirt of tree 3 to 4 ft high and 2 to 4 gals on trunk and ground under tree. If *P. hibernalis* is present, use 10 to 25 gals to completely cover each tree. Apply in November or December just before or after first rain. In severe brown rot season, apply second application in January or February.

Lemon, Orange, Grapefruit: Septoria Fruit, Leaf Spot; Central California – Brown Rot, Zinc, Copper Deficiencies – Prepare a 3-2-6-100 Bordeaux mixture (Zinc Sulfate-Copper Sulfate Crystals-Hydrated Lime Gallons of water) and use 10 to 25 gals to completely cover each tree. Apply in October, November or December before or just after first rain.

Grape: Downy Mildew – Prepare and apply a 2-6-100 Bordeaux spray beginning when downy mildew is detected. Repeat as needed to achieve and maintain control. This mixture and its use will exhibit some phytotoxicity on most varieties.

Grape (Dormant): Powdery Mildew – Apply in spring before bud-swell and before any green tissue is present. Use 4 to 8 lbs of Copper Sulfate Crystals per 100 gals of water. Apply in a high volume spray of 300 gals water per acre. Direct spray to thoroughly wet the dormant vine, especially the bark of the trunk, head or cordons.

Olive: Olive Leaf Spot (Peacock spot), Olive Knot – Prepare a 10-10-100 Bordeaux and apply up to 500 gals per acre. Apply in autumn before heavy winter rains to prevent peacock spot. In wet winters, a repeat spray may be needed in mid-winter. In areas with less than 10 inches of annual rainfall, a 5-5-100 Bordeaux applied in up to 500 gals per acre may be used. To help protect against olive knot, apply a 10-10-100 Bordeaux before heavy rains and again in the spring. Injury may occur in areas of less than 10 inches of rainfall.

Peach: Leaf Curl – Prepare a 10-10-100 Bordeaux and apply at leaf fall or as a dormant spray in late fall or early spring before buds begin to swell.

Potatoes: To enhance vine-kill and suppress late blight, apply 10 lbs. per acre in 10 to 100 gals of water (ground equipment) or in 5 to 10 gals (aerial equipment) with Diquat at vine-kill to enhance vine desiccation and suppress late blight. Additional applications can be made with Diquat if needed to within 7 days of harvest. Copper Sulfate Crystals may be applied alone until harvest to suppress late blight. NOTE: This product can be mixed with Diquat for use on potatoes in accordance with the most restrictive of label limitations and precautions. No label dosage rates should be exceeded.

Walnuts: Walnut Blight – Apply 15 lbs. with 10 lbs of lime in 100 gals of water. Make application in early pre-bloom before catkin blooms are showing (10-20% pistillate) before or after rain. Use only if Bordeaux mixture has been shown to be non-phytotoxic in your area. If desired, add one-half gal summer oil emulsion per 100 gals of water. NOTE: Addition of summer oil emulsion to pre-bloom and early bloom sprays may result in plant injury.

GENERAL CHEMIGATION INSTRUCTIONS

Apply this product only through one or more of the following types of systems: sprinkler including center pivot, lateral move, end tow, side (wheel) roll, traveler, big gun, solid set, or hand move irrigation system(s). Do not apply this product through any other type of irrigation system. Crop injury, lack of effectiveness, or illegal pesticide residues in the crop can result from nonuniform distribution of treated water. If you have questions about calibration, you should contact State Extension Service specialists, equipment manufacturers or other experts. Do not connect an irrigation system (including greenhouse systems) used for pesticide application to a public water system unless the pesticide label-prescribed safety devices for public water systems are in place. A person knowledgeable of the chemigation system and responsible for its operation or under the supervision of the responsible person, shall shut the system down and make necessary adjustments should the need arise.

Posting of areas to be chemigated is required when 1) any part of a treated area is within 300 feet of sensitive areas such as residential area, labor camps, businesses, day care centers, hospitals, in-patient clinics, nursing homes or any public areas such as schools, parks, playgrounds, or other public facilities not including public roads, or 2) when the chemigated area is open to the public such as golf courses or retail greenhouses. Posting must conform to the following requirements. Treated areas shall be posted with signs at all usual points of entry and along likely routes of approach from the listed sensitive areas. When there are no usual points of entry, signs must be posted in the corners of the treated areas and in any other location affording maximum visibility to sensitive areas. The printed side of the sign should face away from the treated area towards the sensitive area. The signs shall be printed in English. Signs must be posted prior to application and must remain posted until foliage has dried and soil surface water has disappeared. Signs may remain in place indefinitely as long as they are composed of materials to prevent deterioration and maintain legibility for the duration of the posting period. At the top of the sign shall be the words "KEEP OUT", followed by an octagonal stop sign symbol at least 8 inches in diameter containing the word "STOP". Below the symbol shall be the words "PESTICIDES IN IRRIGATION WATER". All words shall consist of letters at least 2 ½ inches tall, and all letters and the symbol shall be a color that sharply contrasts with their immediate background. This sign is in addition to any sign posted to comply with the Worker Protection Standard.

CHEMIGATION SYSTEMS CONNECTED TO PUBLIC WATER SYSTEMS:

Public water system means a system for the provision to the public of piped water for human consumption if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year. Chemigation systems connected to public water systems must contain a functional, reduced-pressure zone, backflow preventer (RPZ) or the functional equivalent in the water supply line upstream from the point of pesticide introduction. As an option to the RPZ, the water from the public water system should be discharged into the reservoir tank prior to pesticide introduction. There shall be a complete physical break (air gap) between the flow outlet end of the fill pipe and the top or overflow rim of the reservoir tank of at least twice the inside diameter of the fill pipe. The pesticide injection pipeline must contain a functional, automatic, quick-closing check valve to prevent the flow of fluid back toward the injection pump. The pesticide injection pipeline must contain a functional, normally closed, solenoid-operated valve located on the intake side of the injection pump and connected to the system interlock to prevent fluid from being withdrawn from the supply tank when the irrigation system is either automatically or manually shut down. See Treatment Instructions, below.

SPRINKLER CHEMIGATION:

The system must contain functional interlocking controls to automatically shut off the pesticide injection pump when the water pump motor stops, or in cases where there is no water pump, when the water pressure decreases to the point where pesticide distribution is adversely affected. Systems must use a metering pump, such as a positive displacement

injection pump (e.g., diaphragm pump) effectively designed and constructed of materials that are compatible with pesticides and capable of being fitted with a system interlock. The system must contain a functional check valve, vacuum relief valve, and low pressure drain approximately located on the irrigation pipeline to prevent water source contamination from backflow. The pesticide injection pipeline must contain a functional, automatic, quick-closing check valve to prevent the flow of fluid back toward the injection pump. This pipeline must also contain a functional, normally closed, solenoid-operated valve located on the intake side of the injection pump and connected to the system interlock to prevent fluid from being withdrawn from the supply tank when the irrigation system is either automatically or manually shut down. The system must contain functional interlocking controls to automatically shut off the pesticide injection pump when the water pump motor stops. The irrigation line or water pump must include a functional pressure switch which will stop the water pump motor when the water pressure decreases to the point where pesticide distribution is adversely affected. Systems must use a metering pump, such as a positive displacement injection pump (e.g., diaphragm pump) effectively designed and constructed of materials that are compatible with pesticides and capable of being fitted with a system interlock.

TREATMENT INSTRUCTIONS:

Do not apply when wind speed favors drift beyond the area intended for treatment. When mixing, fill nurse tank half full with water. Add Copper Sulfate Crystals slowly to tank while hydraulic or mechanical agitation is operating and continue filling with water. Stickers, spreaders, insecticides, nutrients, etc. should be added last. If compatibility is in question, use the compatibility jar test before mixing a whole tank. Because of the wide variety of possible combinations which can be encountered, observe all cautions and limitations on the label of all products used in mixtures. Copper Sulfate Crystals should be added through a traveling irrigation system continuously or at the last 30 minutes of solid set or hand moved irrigation systems. Agitation is recommended.

NOTICE: CHEM ONE LTD. warrants that this product in its unopened package conforms to the chemical description on the label. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. This warranty does not extend to the handling or use of this product contrary to label instructions or under abnormal conditions or under conditions not reasonably foreseeable to seller and buyer assumes all risk of any such use.

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8017 Pinemont Drive, Suite 100
HOUSTON, TEXAS 77040-6519
TEL: (713) 896-9966

ENVIRONMENTALLY HAZARDOUS SUBSTANCES
SOLID, N.O.S. (CUPRIC SULFATE) UN3077, RQ

Tamara Harrison

From: Lake Carmel Parks Clerk
Sent: Monday, April 05, 2021 11:22 AM
To: Maureen Fleming
Cc: Tamara Harrison
Subject: Sand Quotes 2021
Attachments: DOC040521-04052021111903.pdf; Sand Prices 2021.pdf

Attached please find quotes for cowbay sand for the Lake Carmel beaches for the 2021 season. James Belsha provided the lowest price at \$48/ton delivered and is recommended to be approved for this year's sand delivery.

Thank you.

Heidi Link

Lake Carmel Park District Clerk

Town of Kent

25 Sybil's Crossing

Kent Lakes, NY 10512

Telephone: (845) 306-5602

Fax: (845) 225-5130

lcpdclerk@townofkentny.gov

www.townofkentny.gov/lcpd_home.htm

DATE Beach Sand for Lake Carmel Park District
4/5/2021 Cowboy Sand 1 mil - 70 yards total

| | | <u>\$ Amount Per</u> <u>Yard/Ton</u> | <u>Total # of</u> <u>Yards</u> | <u>Total \$/ Delivered</u> |
|----------------------------------|--|---|-----------------------------------|---------------------------------------|
| James Belsha Stroker Trucking | 40 Middle Island Blvd, Middle Island, NY 11953 | \$48/Yard | 70 | \$3,360.00 Delivered |
| Bedford Gravel & Landscape | | \$/Yard | 70 | No quote received |
| Red Wing Sand & Gravel | 2332 NY-82, Billings, NY 12510 | \$/Yard | 70 | No quote received |
| Westhook Sand & Gravel | 25 W Hook Rd, Hopewell Junction, NY 1253 | \$62/ton plus \$12/ton de \$50/ton | 70 | Price delivered Price for pick up. |

Loose Sand Conversion Rate: 1.25
1.25 Tons = 1 Yard

Lake Carmel Parks Clerk

From: debschats <dbelsha@gmail.com>
Sent: Thursday, March 25, 2021 5:58 PM
To: Lake Carmel Parks Clerk
Subject: Re: Town of Kent Lake Carmel Park District - Cowboy Sand

TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Hello,

The price will be the same as last year: \$48.00 per yard of cowboy sand delivered to Lake Carmel.

Thank you.
Jim Belsha

On Thu, Mar 25, 2021 at 9:23 AM Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov> wrote:

The Lake Carmel Park District, Town of Kent is looking for quotes for cowboy sand for our beaches. We are interested in a purchasing 70 yards with delivery (2 truckloads) to Lake Carmel, NY 10512. Please let me know if you are interested in providing a quote including delivery.

Thank you.

Heidi Link



Town of Kent, NY

Lake Carmel Park District Clerk
25 Sybil's Crossing
Kent Lakes, NY 10512
Telephone: (845) 306-5602
Fax: (845) 225-5130
lcpdclerk@townofkentny.gov
www.townofkentny.gov/lcpd_home.htm

Lake Carmel Parks Clerk

From: Linda Rhoades <westhooksand@aol.com>
Sent: Friday, March 26, 2021 9:38 AM
To: Lake Carmel Parks Clerk
Subject: Re: Town of Kent Lake Carmel Park District - Cowboy Sand

TOWN OF KENT NOTICE

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SO MUCH CHEAPER IF YOU SEND YOUR TRUCKS HERE FOR THE SAND. 3-4 LOADS....50.00 PER TON PICKED UP...OR I CAN SEND A TRAILOR (2 LOADS) 12.00 PER TON....62.00 PER TON DEL.....

Linda Rhoades
845-897-3316
westhooksandandgravel.com
westhooksand@aol.com

-----Original Message-----

From: Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>
Sent: Thu, Mar 25, 2021 9:23 am
Subject: Town of Kent Lake Carmel Park District - Cowboy Sand

The Lake Carmel Park District, Town of Kent is looking for quotes for cowboy sand for our beaches. We are interested in a purchasing 70 yards with delivery (2 truckloads) to Lake Carmel, NY 10512. Please let me know if you are interested in providing a quote including delivery.

Thank you.



Heidi Link
Town of Kent, NY

Lake Carmel Park District Clerk
25 Sybil's Crossing
Kent Lakes, NY 10512
Telephone: (845) 306-5602
Fax: (845) 225-5130

lcpdclerk@townofkentny.gov

www.townofkentny.gov/lcpd_home.htm

Lake Carmel Parks Clerk

From: Frank Doherty Jr <fdjr7@redwingsandandgravel.com>
Sent: Monday, March 29, 2021 2:31 PM
To: Lake Carmel Parks Clerk
Subject: RE: Town of Kent Lake Carmel Park District - Cowboy Sand

TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Heidi, I will be providing a quote. The person who does my typing is out with COVID. I will get to you as soon as I can.

Frank J Doherty Jr
President
Red Wing Properties inc.
P.O. Box 408
Stormville NY 12582
845-221-2224
fax 845-221-0433
Mobile 914-475-2430
fdjr7@redwingsandandgravel.com
www.redwingsandandgravel.com

From: Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>
Sent: Thursday, March 25, 2021 9:24 AM
Subject: Town of Kent Lake Carmel Park District - Cowboy Sand

The Lake Carmel Park District, Town of Kent is looking for quotes for cowboy sand for our beaches. We are interested in a purchasing 70 yards with delivery (2 truckloads) to Lake Carmel, NY 10512. Please let me know if you are interested in providing a quote including delivery.

Thank you.



Heidi Link

Town of Kent, NY

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

Telephone: (845) 306-5602

Fax: (845) 225-5130

lcpdclerk@townofkentny.gov

www.townofkentny.gov/lcpd_home.htm

Tamara Harrison

From: Lake Carmel Parks Clerk
Sent: Monday, April 05, 2021 12:01 PM
To: Maureen Fleming
Cc: Tamara Harrison; Recreation; Jared Kuczenski
Subject: Porta John Services - Lake Carmel Parks and Town of Kent Recreation and Parks
Attachments: DOC040521-04052021115453.pdf

Importance: High

Attached please find quotes for porta johns for the Lake Carmel beaches and the Kent Recreation and Parks departments. I have spoken with Jared Kaczenski, Director of Kent Recreation and Parks and it has been agreed that United Rentals with the lowest price quote for services for the 2021 season and year round units they are the recommended vendor.

United Rentals, Fishkill NY - Quote attached
John to Go, West Haverstraw, NY – No service available
Enviro Clean Porta Potty Div. – No quote received
A-John, Inc., - Quote attached

Thank you,

Heidi Link
Lake Carmel Park District Clerk
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
Telephone: (845) 306-5602
Fax: (845) 225-5130
lcpdclerk@townofkentny.gov
www.townofkentny.gov/lcpd_home.htm

United Rentals -

Park District #1 (Lake Carmel)

Recreation Department

| Lake Carmel Beach | | | | Parks Garage |
|--|--|---|--|--|
| Beach #3 \$142.00/mo Intersection of Lakeshore Dr East & Brewster Rd (2 units) cleaned twice/wk | Beach #7 \$71.00/mo Intersection of West Lakeshore Dr & Gilead Rd (1 unit) cleaned twice/wk | Beaches #2 \$59.00/mo Intersection of Lakeshore Dr East & Branciff Rd (1 unit) cleaned once/wk | Beaches #4 \$59.00/mo Intersection of Lakeshore Dr East & Salem Rd (1 unit) cleaned once/wk | Maintenance Garage \$59.00/mo 8 Champlain Dr (1 unit) cleaned once/wk |
| Total seasonal units (\$) with locks - Units placed June 1 thru Labor Day | | | | |

Season:

Beach #3 \$568.00

Beach #7 \$284.00

Beach #2 \$236.00

Beach #4 \$236.00

Main Grg \$767.00

Total: \$2,091.00

| Edward Ryan Memorial Park | |
|---|--|
| Location: T8D \$59.00/mo | Location: by permanent restrooms \$59.00/mo |
| 43 Park Rd (1 unit) cleaned once/wk May 1 - Nov. 15 | 43 Park Rd (1 unit) cleaned once/wk Year Round |

Season:

Location T8D: \$472.00

By Pmt-RR: \$767.00

Total: \$1,239.00

| Huestis Park | |
|--|--|
| Location: inside fenced field area by entrance gate (requires recreation personnel for delivery) \$59.00/mo | Location: inside fenced field area by entrance gate (requires recreation personnel for delivery) \$59.00/mo |
| 178 Farmers Mills Rd (1 unit) cleaned once/wk May 1 - Nov. 25 | 178 Farmers Mills Rd (1 unit) cleaned once/wk Year Round |

Season:

178 Farmers Mills Rd: \$472

178 Farmers Mills Rd: \$767.00

Total: \$1,239.00

| Additional Units, Repairs & Cleanings | | | |
|---------------------------------------|---|--|-------------------------|
| Extra unit for special events | Extra portable sink, soap & paper towels for special events | Extra maintenance, minor repairs (incl. parts) cost under \$100.00 | Extra cleaning per unit |
| \$59.00/mo | \$125.00/mo | n/c | \$12.00/svc/unit |

Porta-Potty

Div. of Enviro-Clean
70 Coy Road
Clintondale, NY 12515
800-275-3616
845-883-5573 Fax

QUOTE

March 30, 2021

Town of Kent
25 Sybils Crossing
Kent Lakes, NY 10512
Attn: Heidi Link

Thank you for requesting a quote from Porta-Potty. The following is a quote to supply portable restrooms to Lake Carmel, New York:

Park District #1 June 1, 2021- Labor Day

| | | |
|---------------|---|-----------|
| Beach # 3 | (2) Standard units cleaned twice a week | \$1400.00 |
| Beach #7 | (1) Standard unit cleaned twice a week | \$1400.00 |
| Beaches # 2 | (1) Standard unit cleaned once a week | \$ 350.00 |
| Beaches # 4 | (1) Standard unit cleaned once a week | \$ 350.00 |
| Maint. Garage | (1) Standard unit cleaned once a week, year round | \$1300.00 |

Recreation Department

Edward Ryan Memorial Park

| | |
|---|-----------|
| (1) Standard unit cleaned once a week 5/1/21-11/15/21 | \$ 750.00 |
| (1) Standard unit cleaned once a week, year round | \$1300.00 |

Huestis Park

| | |
|--|-----------|
| (1) Standard unit cleaned once a week, 5/1/21-11/25/21 | \$ 750.00 |
| (1) Standard unit cleaned once a week, year round | \$1300.00 |

Additional Units, Repairs and Cleanings

| | |
|---|-----------|
| Additional Standard unit for special events | \$ 100.00 |
| Wash Station for special event | \$ 195.00 |
| Extra maintenance, minor repairs, under \$100.00 | \$ 100.00 |
| Extra cleaning per unit, up to 10 units, \$25 each additional | \$ 250.00 |

Approved by:



Amanda Crinieri

PUTNAM COUNTY REAL PROPERTY TAX SERVICE CONTRACT

AGREEMENT MADE THIS 1st DAY OF MARCH BETWEEN: THE TOWN OF KENT REFERRED TO AS THE TOWN AND THE COUNTY OF PUTNAM HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 40 GLENEIDA AVENUE, CARMEL, NEW YORK 10512, HEREINAFTER REFERRED TO AS COUNTY.

THE PARTIES HEREIN AGREE AS FOLLOWS:

- 1) THE COUNTY SHALL PREPARE THE TENTATIVE ASSESSMENT ROLL, FOR THE CALENDAR YEAR OF **2021** AND HAVE IT AVAILABLE ON THE COUNTY WEBSITE TO COMPLY WITH RPTL §1591
- 2) EVERY TRANSFER OF PROPERTY, CHANGE OF ADDRESS, DESCRIPTION OR VALUATION, SPECIAL FRANCHISE, PUBLIC UTILITY, SHALL BE DATA ENTERED BY ASSESSOR OF TOWN OR DESIGNATED STAFF MEMBER. ASSESSOR AND/OR DESIGNATED STAFF MEMEBER IS REPOSIBLE FOR ALL RPS SOFTWARE UPDATES TO BE CURRENT AND UPDATING REFERENCE TABLES IN RPS.
- 3) AFTER CLOSING OF THE BOOKS ON MARCH 1st, ALL CHANGES SHALL BE ENTERED ON OR BEFORE **APRIL 16th** BY THE TOWN, THIS IS ESSENTIAL SO THAT THE TENTATIVE ASSESSMENT ROLL IS RUN FOR THE MAY 1st DEADLINE.
- 4) ALL GRIEVANCE CHANGES, CORRECTION OF CLERICAL ERRORS, & UNLAWFUL ENTRIES SHALL BE APPROVED BY THE BOARD OF ASSESSMENT REVIEW AND ENTERED BY THE TOWN INTO THE REAL PROPERTY SYSTEM, BACKED UP AND BROUGHT TO THE REAL PROPERTY TAX SERVICE AGENCY NO LATER THAN **JUNE 16th** FOR FINAL ROLL PROCESSING AND SCHOOL PROCESSING.
- 5) ALL CHANGES FOR COUNTY AND TOWN TAX ROLLS SHALL BE SUBMITTED BY THE TOWN ON OR BEFORE **NOVEMBER 19th**.
- 6) ALL UNPAIDS TO BE MANUALLY ENTERED BY THE COUNTY MUST BE SUBMITTED BY **OCTOBER 30th**, RPSV4 MERGEABLE FILES MUST BE SUBMITTED BY **NOVEMBER 19th**.
- 7) A SEPARATE AGREEMENT SHALL BE NEGOTIATED FOR THE PROVISIONS OF RPTL §1537, OPTIONAL COUNTY SERVICES.

PRICE FOR THE PREPARATION OF THE FOLLOWING IS \$ 0.50 PER PARCEL:

- 1) TENTATIVE ASSESSMENT ROLL (2 COPIES*) AND ASSOCIATED REPORTS, COA'S
- 2) FINAL ASSESSMENT ROLL (2 COPIES*)
- 3) TAX ROLL (2 COPIES*)
- 4) HARD & SOFT BINDERS FOR ROLLS
- 5) BANK CODE LISTINGS
- 6) APPORTIONMENT OF SPECIAL FRANCHISE
- 7) 1 SET OF TAX BILLS IN ENVELOPES
- 8) RPS 145D1, 155D1 & 160D1 TAX EXTRACTS
- 9) DATA ENTRY FOR PRO-RATAS
- 10) 1 SET TAX MAPS 24" x 36"

UNPAID WATER, SEWER, OR OTHER UNPAIDS WILL BE CHARGED A FEE IN THE AMOUNT OF 50.00 PER HUNDRED IF THE DATA HAS TO BE MANUALLY ENTERED, OR IF TAX MAP NUMBERS PROVIDED IN COMPUTER FORMAT ARE INVALID.

IF ANY ADDITIONAL SPECIAL DISTRICT ROLLS ARE REQUIRED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER PARCEL.

IF ANY INSERTS ARE REQUESTED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER ENVELOPE.

*.02 PER PARCEL WILL BE DEDUCTED IF ONE (1) COPY OF EACH ROLL IS REQUESTED INSTEAD OF TWO (2)


THE TOWN OF KENT HEREBY REPRESENTS THAT THE AGREEMENT HEREIN HAS BEEN APPROVED BY RESOLUTION OF THE TOWN BOARD, A COPY OF WHICH IS ANNEXED HERETO AND MADE A PART HEREOF:

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN NEW YORK, ON THE DATE HEREIN ABOVE SET FORTH.

READ AND APPROVED BY:

MaryEllen Odell
County Executive

DATE: _____

 DATE: 3/1/2021
Lisa A. Johnson
County Director, R.P.T.S.A.

William J. Carlin
Commissioner of Finance

DATE: _____

Jennifer S. Bumgarner
County Attorney

DATE: _____

Mat C. Bruno, Sr.
Risk Manager

DATE: _____

Maureen Fleming
Town Supervisor

DATE: _____

Town of Kent Planning Board
 25 Sybil's Crossing
 Tel: 845-225-7802

email: planningkent@townofkentny.gov
 Kent, NY 10512
 Fax: 845-306-5283

RESOLUTION # 3
Year 2021

Date: February 11, 2021
 From: The Kent Planning Board
 To: The Kent Town Board:
 Maureen Fleming, Supervisor - w/Att
 Bill Huestis, Deputy Supervisor
 Paul Denbaum
 Jaimie McGlasson
 Chris Ruthven
 CC: W. Walters, Building Inspector - w/Att T. Harrison - w/Att.
 L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.
 Re: **Recommendation to return Easton Erosion Control Cash/Surety Bonds
 and escrow fees to:
 Patrick O'Mara
 73 Fairfield Dr.
 Patterson, NY 12563
 For Property located at:
 Peekskill Hollow Road
 TM: 42.07-1-17**

Resolved: On February 11, 2021 THE Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to forward it to the Town Board for their action. Ms. Mangarillo and Mr. Barber inspected the above mentioned property and found it to be stabilized as noted in the attached memo.

Mr. Tolmach asked for a motion to forward this recommendation to the Kent Town Board to take the above action. The motion was made by Charles Sisto and seconded by Hugo German. The roll call vote was as follows:

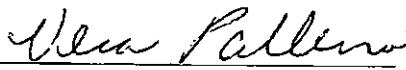
| | |
|------------------------|------------|
| Phil Tolmach, Chairman | <u>Aye</u> |
| Simon Carey | <u>Aye</u> |
| Giancarlo Gattucci | <u>Aye</u> |
| Hugo German | <u>Aye</u> |
| Dennis Lowes | <u>Aye</u> |
| Charles Sisto | <u>Aye</u> |
| Stephen Wilhelm | <u>Aye</u> |

The motion carried.

The Planning Board respectfully asks that, if the Town Board is in agreement, they accept the recommendation of the Planning Board to return the Western Surety Bond # 63402686 in the amount of \$13,000.00 and a cash bond submitted in 2006 in the amount of \$9,235.00 and any funds remaining in the escrow account.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on February 11, 2021.

Dated: February 11, 2021


 Vera Patterson
 Planning Board Secretary

Town of Kent Planning Board
25 Sybil's Crossing
Tel: 845-225-7802

email: planningkent@townofkentny.gov
Kent, NY 10512
Fax: 845-306-5283

Resolution #4
Year 2021

Date: March 26, 2021
From: The Kent Planning Board
To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att Bill Huestis, Deputy Supervisor
Paul Denbaum Jamie McGlasson
Chris Ruthven
CC: W. Walters, Building Inspector - w/Att T. Harrison - w/Att.
L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.
Re: Recommendation to move this project to the Administrative Track,
And Forward Erosion Control Bond Agreement to the Town Board
Roger Sun
1601 Briarwood Lane
Danbury, CT 06810
For Property Located at:
3 Westwood Drive
Kent, NY 10512
TM: 19.12-1-20

Resolved: On March 11, 2021 Kent Planning Board reviewed material pertaining to the recommendation noted above (attached) and agreed that it was appropriate to forward it to the Town Board for their action.

Mr. Tolmach asked for a motion to forward this recommendation to the Kent Town Board to accept the attached Erosion Control Surety Bond:

Erosion Control Bond in the amount of \$4,500.00
Final Inspection Fee in the amount of \$1,000.00

Mr. Tolmach asked for a motion to accept the Erosion Control Bond in the amount of \$4,500.00 and an inspection fee of \$1,000.00. The motion was made by Mr. Carey and seconded by Mr. Lowes. The roll call votes were as follows:

| | |
|-----------------------------|---------------|
| Philip Tolmach, Chairman | <u>Aye</u> |
| Dennis Lowes, Vice Chairman | <u>Aye</u> |
| Simon Carey | <u>Aye</u> |
| Giancarlo Gattucci | <u>Aye</u> |
| Hugo German | <u>Aye</u> |
| Charles Sisto | <u>Absent</u> |
| Stephen Wilhelm | <u>Absent</u> |

The motion carried.

The Planning Board respectfully asks that, if the Town Board is in agreement, they approve these recommendations.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on March 11, 2021.



Vera Patterson
Planning Board Secretary

Dated: March 11, 2021

Tamara Harrison

From: Kieran Boyle <kboyle@bbhvins.com>
Sent: Wednesday, March 31, 2021 10:59 AM
To: Maureen Fleming
Cc: Tamara Harrison; Accountant; Hilda Moran
Subject: RE: NYMIR Insurance Renewal eff 4/8/21
Attachments: Kent 2021-2022 NYMIR Proposal.pdf

TOWN OF KENT NOTICE

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Hi Maureen,

As per my prior correspondence, please find enclosed a copy of our renewal proposal comparison for the NYMIR coverages effective 4/8/21 – 4/8/22. Let me know if you have any time this week to set up a call to discuss in greater detail. In addition, I wanted to include my summary notes below for your reference. Thanks Maureen, talk soon.

1. Overall premiums have increased 2.8% from \$278,031 to \$286,021 (+\$7,990). Although we recognize an increase is not welcomed at any time, especially given the circumstances currently being faced by public entities like the Town of Kent, we must point out that the average increases coming from the private marketplace are in the +10-15% range. The NYMIR program was created for times like today, in which you are isolated from the large fluctuations in pricing and lack of capacity in the private marketplace.
2. Property values have increased 3% from the expiring term.
3. Total equipment & auto physical damage values have increased approx. 9% from expiring term.
4. Options to consider:
 - a. Reducing the Uninsured Motorist limit to \$50,000 from current \$1,000,000 = premium savings of approx. \$7,500
 - b. Add Cyber Liability protection (limit options noted on page 43 – we would recommend the \$1mm limit for additional premium of \$5,582.50).
5. Downstream Dam Liability – continues to be excluded from coverage until NYMIR can view a more recent DEC inspection report along with the Town's responses to any deficiencies indicated.

Kieran Boyle
 CPCU, ARM, AAI
 Risk Manager
kboyle@bbhvins.com

O (845) 743-7015 | C (845) 260-8509 | F (845) 628-1804

Brown & Brown of New York, Inc. (NYSE: BRO)
 625 Route 6
 Mahopac, NY 10541



Brown & Brown
INSURANCE®

HUDSON VALLEY



Town of Kent

Insurance Renewal Effective:
4/8/21 – 4/8/22

Presented By: Kieran Boyle

Brown & Brown of New York, Inc.
625 Route 6
Mahopac, NY 10541
845-628-4500

Premium Summary

Policy Term: 04/08/2021 - 04/08/2022

Premiums

| Line of Business | Expiring Premium 2020-2021 | Renewal Premium 2021-2022 |
|---------------------------------|-------------------------------|------------------------------|
| Property | \$ 19,057.50 | \$ 20,692.10 |
| Boiler & Machinery | \$ 2,956.80 | \$ 3,137.20 |
| General Liability | \$ 65,760.20 | \$ 69,394.60 |
| Crime | \$ 1,391.50 | \$ 1,391.50 |
| Automobile | \$ 73,533.90 | \$ 73,583.40 |
| Inland Marine | \$ 22,040.70 | \$ 22,026.40 |
| Owners, Contractors, Protective | \$ 275.00 | \$ 275.00 |
| Public Officials Liability | \$ 28,618.70 | \$ 27,417.50 |
| Law Enforcement Liability | \$ 40,782.50 | \$ 42,735.00 |
| Excess Catastrophe Liability | \$ 22,751.30 | \$ 24,499.20 |
| Sub-Total Premium* | \$ 277,168.10 | \$ 285,151.90 |

| | | |
|-------------------------------|----------------------|----------------------|
| NY Fire Fee | \$ 83.05 | \$ 89.24 |
| Motor Vehicle Enforcement Fee | \$ 780.00 | \$ 780.00 |
| Total Premium: | \$ 278,031.15 | \$ 286,021.14 |

Disclaimer

The insurance proposal is prepared based on data furnished by you for our review. It is not to be construed as an exact or complete analysis of the policies or is legal evidence of insurance. It is only a brief outline of your insurance coverage and is for information purposes only. In the event of a difference, the provisions of the policy will prevail. Please read your policy carefully for a thorough understanding of all terms, conditions and exclusions.

Notes / Recommendations

- **Cyber-Liability Quotes:** covers but is not limited to damages to third party caused by a breach of network security and breach of privacy coverage which includes damages resulting from alleged violations of HIPAA, state and federal privacy protection laws and regulations. NYMIR quoted the following options:

| Coverage | Limit Per Claim | Aggregate Limit | Deductible Per Claim | Annual Premium |
|--|-----------------|-----------------|----------------------|----------------|
| Security Breach & Network Security Liability | \$250,000 | \$250,000 | \$1,000 | \$3,230.70 |
| | \$500,000 | \$500,000 | \$1,000 | \$3,876.40 |
| | \$750,000 | \$750,000 | \$1,000 | \$4,651.90 |
| | \$1,000,000 | \$1,000,000 | \$1,000 | \$5,582.50 |

Prior to binding the below link is for the Cyber survey which must be completed and approved prior to binding.

<https://www.surveymonkey.com/r/NYMIRCyberSecurity>.

- **Uninsured Motorist Coverage** – premium savings of approx. \$7,500.00 can be applied to choose to reduce the coverage from the current \$1,000,000 to \$50,000 which is the State mandated limit. See next page for coverage details.
- **Downstream Dam Liability** for Lake Carmel Dam is currently **EXCLUDED**. NYMIR requires a timeline for short term / long term repairs indicated in the Insite Engineering report dated 7/9/12.
- **Property Values:** Have been increased by 3%.
- **Flood Coverage:** Locations in zone A or V are covered in excess of the National Flood Insurance plan only. Primary flood coverage must be obtained from the NFIP. Please advise our office of any change in flood zones as the flood zone in force at the time of a loss will apply.
- A quote for **environmental/pollution liability** is available upon request. Policy includes gradual and accidental spills from the tank system, spills occurring during a routine filling of the tank, etc. This coverage is recommended for any underground tanks on your premises. Quotes are available upon request.