

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, May 19, 2020**

**Executive Session** – 6:15 p.m.

To discuss the proposed, pending or current litigation and the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

**Workshop/Meeting** – 7:00 p.m.

1. Pledge of Allegiance
2. Discussion and Vote on the following:
  - a. Lake Carmel Park District – sand for beaches, equipment trailer, bulkhead repairs, stump grinding, lake management
  - b. Recreation – HVAC unit
  - c. Fireworks
  - d. EAP renewal
  - e. Extend Assessor appointment
  - f. Hire Temporary Leave Replacement Clerk for Building Department
  - g. KVS/Springbrook Contract
  - h. Approval of Vouchers and Claims
3. Announcements and Public Comment

THIS MEETING WILL BE CONDUCTED VIRTUALLY

The Town of Kent will be holding its regularly scheduled Town Board meeting on Tuesday, May 12, 2020 at 7:00 p.m. via ZOOM. The meeting will be televised live on the Town of Kent cable channel as well as live-streamed on YouTube. The public can participate via ZOOM, YouTube (sign in to a Google gmail account or create an account in order to make a comment during the meeting on YouTube) or send your comments to [supervisor@townofkentny.gov](mailto:supervisor@townofkentny.gov) from any email address and the Board will address them during the meeting. Please identify yourself when participating just as you would if you came to the microphone during a regular meeting. Thank you for your cooperation.

**ZOOM Information:**

Topic: Town Board Meeting May 19, 2020

Time: May 12, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

Meeting ID: 587 708 3251

One tap mobile

Dial in number

+1 929 205 6099 US (New York)

YouTube Link:

<https://youtu.be/S01mOWuWh5E>

**Tamara Harrison**

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**From:** Lake Carmel Parks Clerk  
**Sent:** Friday, May 15, 2020 11:03 AM  
**To:** Maureen Fleming; Tamara Harrison  
**Cc:** Christopher Ruthven; Jamie McGlasson; William Huestis; Paul Denbaum  
**Subject:** Cowboy Sand Quotes 2020 - Lake Carmel Park District  
**Attachments:** Sand Quotes 2020 - Lake Carmel.pdf

I have received quotes for the delivery of cowbay sand for the beaches in Lake Carmel. I ask that the attached quotes be placed on the next agenda for review by the town board. The lowest quote received is from Stroker Trucking and therefore recommend them for delivery of sand this year to Lake Carmel.

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](mailto:lcpdclerk@townofkentny.gov)  
[www.townofkentny.gov/lcpd\\_home.htm](http://www.townofkentny.gov/lcpd_home.htm)

DATE 5/15/2020 Beach Sand for Lake Carmel Park District  
Cowbay 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
East Fishkill Garden Supply	204 NY-216, Stormville, NY 12582	\$/Yard	70	No quote recvd
Red Wing Sand & Gravel	2332 NY-82, Billings, NY 12510	\$57/ton	70	\$4,987.50 Delivery \$7.95/ton + \$100/hr after 15 min.
		\$ x 1.25 = \$71.25 x 70 yards		
Westhook Sand & Gravel	25 W Hook Rd, Hopewell Junction, NY 1253	\$/ton \$ x 1.25 = \$ x 70 yards		No quote recvd

Loose Sand Conversion Rate: 1.25  
1.25 Tons = 1 Yard

**Lake Carmel Parks Clerk**

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**From:** debschats . <dbelsha@gmail.com>  
**Sent:** Friday, May 15, 2020 10:28 AM  
**To:** Lake Carmel Parks Clerk  
**Subject:** Re: Bid Price of Cow Bay 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!

This is to confirm that the bid price for cowbay sand for 2020 is \$48.00 per yard delivered to Lake Carmel, NY.

Thank you,  
James Belsha  
Stroker Trucking

On Fri, May 15, 2020 at 10:03 AM Lake Carmel Parks Clerk <[lcpdclerk@townofkentny.gov](mailto:lcpdclerk@townofkentny.gov)> wrote:

Please confirm if price includes delivery?

**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](mailto:lcpdclerk@townofkentny.gov)  
[www.townofkentny.gov/lcpd\\_home.htm](http://www.townofkentny.gov/lcpd_home.htm)

**From:** Lake Carmel Parks Clerk  
**Sent:** Wednesday, May 06, 2020 11:45 AM





**Red Wing**  
PROPERTIES INC

675 Leetown Road, P.O. Box 408, Stormville, NY 12582  
Office: (800) 724-8193 (845) 221-2224 Fax: (845) 221-0433  
[www.redwingsandandgravel.com](http://www.redwingsandandgravel.com)

**QUALITY CONSTRUCTION AGGREGATES**

May 5, 2020

Heidi Link  
Town of Kent, NY

RE: Quote- Cowboy Sand

Dear Heidi,

Red Wing Properties proposes the following:

Cowboy Sand- \$57.00 per ton

Delivery to Lake Carmel on Trailers- \$7.95 per ton

Delivery allows for 15 minutes on site. Additional demurrage, if any, will be billed at \$100.00 per hour.

Regards,

Frank J. Doherty Jr.  
President

**ESTABLISHED IN 1969**

## Tamara Harrison

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**From:** Lake Carmel Parks Clerk  
**Sent:** Monday, May 18, 2020 10:57 AM  
**To:** Maureen Fleming; Jamie McGlasson; Christopher Ruthven; William Huestis; Paul Denbaum  
**Cc:** Tamara Harrison  
**Subject:** Request for May 19 Agenda Item - Lake Carmel Park District Trailer Quotes  
**Attachments:** 14' and 16' trailers.pdf  
**Importance:** High

Frank Sabatini, Lake Carmel Crew Chief, is requesting to purchase a new trailer for the park district. The current 9' trailer being utilized is for smaller equipment but does not fit the Kubota tractor. The tractor is 14' long which cannot be safely transported on the 9' trailer. Also, the crew can only move one piece of equipment at a time with their current trailer resulting in multiple trips.

Attached please find quotes for both 14' and 16' trailers. Frank requests the purchase of the 16' trailer from Hudson River Truck & Trailer for \$3,141.00 to accommodate the Kubota tractor. In purchasing the new trailer, the parks crew will then be able to move multiple pieces of equipment safely and more efficiently. Nick Mancuso has also recommended Hudson River Truck & Trailer for the purchase of the trailer.

Thank you,

**Heidi Link**

**Lake Carmel Park District Clerk**

**Town of Kent**

25 Sybil's Crossing

Kent Lakes, NY 10512

Telephone: (845) 306-5602

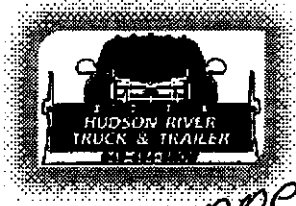
Fax: (845) 225-5130

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

[www.townofkentny.gov/lcpd\\_home.htm](http://www.townofkentny.gov/lcpd_home.htm)

**HUDSON RIVER TRUCK & TRAILER**  
**12 Commerce Street Ext.**  
**Poughkeepsie, New York 12603**

**www.hudsonrivertruck.com**  
**Ph# (845)454-SNOW (7669)**  
**Fax# (845)454-7726**



# Quotation

Quote Number  
 283209-LF

Quote Date  
 May 15, 2020

Page:  
 1

Quoted to:

Town Of Kent  
 62 Ludington Court  
 Carmel, NY 10512

Ship to:

Town Of Kent  
 62 Ludington Court  
 Carmel, NY 10512

Phone 845-225-7172  
 Fax 845-225-9464  
 P.O. #

March/September HOURS Mon thru Fri 8-5 October/February  
 HOURS: Mon thru Fri 8-5 Sat 8-12



*Recommend  
 this one*

Customer ID	Good Thru	Payment Terms	Sales Rep
KEN7172	6/14/20	C.O.D.	LUCAS

Quantity	Item	Description	Unit Price	Extension
1.00		Big Tex 70PI-16' Tandem Axle Landscape Trailer, With 7,000 lb GVW and Rear Landscape Ramp.	3,145.00	3,145.00
1.00	NYS Inspection	NYS Inspection \$6.00	6.00	6.00
		Customer Resale Number 7094 192		

Labor Rate is \$130.00 per hr. with a \$75.00 minimum charge. This quote is valid for 30 days. Thereafter, to change without notice. Deposits and Special Orders are Non-Refundable. Max credit card charge allow Trailers is \$2500. We do NOT accept American Express. Thank you. :) ALL VEHICLES LEFT OVER 48 REPAIRS ARE COMPLETED WILL INCUR A \$25 PER DAY STORAGE FEE.

Subtotal 3,151.00  
 Sales Tax  
 Total 3,151.00

By \_\_\_\_\_ Accepted \_\_\_\_\_ Date \_\_\_\_\_

Thank you!! :)

\*\*\*\*\*

TRAILER KING  
Estimate ROUTE 55 / 18 MANCHESTER CIRCLE DATE  
300396 POUGHKEEPSIE, NY 12603 3-28-2020  
845-454-7500 FAX#845-485-6753

\*\*\*\*\*

LNAME:LAKE CARMEL PARKS TAG:  
FNAME:FRANK HPHONE:845-255-5130 YR: MAKE:  
ADRES:25 SYBILS CROSSING WPHONE: MODEL:  
CY/ST:KENT LAKES, NY ZIP: MILEAGE:  
TECH: MANAGER: PO NUMBER: MOTOR:  
NOTES: MANUF: VIN:

PART#	DESCRIPTION	QTY	PRICE	DISC	TOTAL
NOTE	PUTTING BOB CAT E45 10K LBS	0.00	0.00	0	0.00
**	*****	0.00	0.00	0	0.00
STK2T4R5I0	VIN 17V1U1924L3079540	0.00	0.00	0	0.00
TRL60PI-16BK	TRAILER LANDSCAPE 6.4"X16' BIG TEX	1.00	3250.00	0	3250.00
SHIP	SHIP PRODUCT- ALTF2	1.00	50.00	0	50.00
BLA	COLOR BLACK	0.00	0.00	0	0.00
DISC	DISCOUNT ALT F2	1.00	-250.00	0	-250.00
**	*****	0.00	0.00	0	0.00
DMVD	NYS DEALER #7060769	1.00	0.00	0	0.00
NYSTF	NYS MANDATORY TITLE > THAN 1K UNLADEN	1.00	50.00	0	50.00
NYS	NYS INSPECTION	1.00	6.00	0	6.00
TD	NYS MANDATORY TAX PER TIRE	4.00	2.50	0	10.00
REG	<1K=\$125 1K-7K=\$185 1001LB+=\$250	1.00	125.00	0	125.00
PF	DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATI	1.00	45.00	0	45.00
CERTI	CERTIFIED CHECK REQUIRED FOR FINAL PAYMENT	0.00	0.00	0	0.00
MCTD	METRO COMMUTER TRANSP SUPPLEMENTAL FEE D,O,R,P,W,NYC,LI ONLY	1.00	25.00	0	25.00
**	*****	0.00	0.00	0	0.00
RGX	YOUR SALESMAN IS RICK	0.00	0.00	0	0.00
AF	ADMINISTRATIVE FEE 3.5%	0.00	0.00	0	0.00
EST	THIS AN ESTIMATE ONLY- PLEASE READ BOTTOM OF PAGE	0.00	0.00	0	0.00
ALL PARTS TO	BE INSTALLED BY AUTHORIZED SERVICE CENTER	0.00	0.00	0	0.00
GOOGLE	GIVE US A GOOD GOOGLE AND FACEBOOK REVIEW	0.00	0.00	0	0.00
DEP	HOW DEP PAID? TIK# AMT? BAL DUE \$3311	0.00	0.00	0	0.00

\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*

\*\*Prices quoted are an approximate charge for work to be done. Any additional labor or material beyond the scope of this estimate will be additionally charged at our labor rate of \$65 per half hr. plus parts and material.

Parts	3305.00
Labor	6.00
Subtotal	3311.00
NON TAXABLE	0.00

\*\*Deposits & shipping charges for special orders are non refundable. Approved returns are subject to a 35% restocking fee.

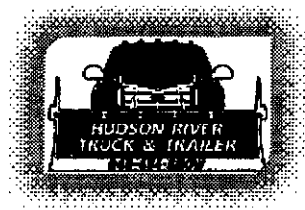
Total 3311.00

\*\* I HAVE READ THIS AND AGREE TO THE TERMS OF THIS ESTIMATE FOR WORK TO BE PERFORMED.

Signature X

Deposits are non refundable - Special orders cannot be returned.

**HUDSON RIVER TRUCK & TRAILER**  
**12 Commerce Street Ext.**  
**Poughkeepsie, New York 12603**



# Quotation

Quote Number  
283209-LF

Quote Date  
May 15, 2020

Page:  
1

**www.hudsonrivertruck.com**  
**Ph# (845)454-SNOW (7669)**  
**Fax# (845)454-7726**

Quoted to:

Town Of Kent  
62 Ludington Court  
Carmel, NY 10512

Ship to:

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62 Ludington Court  
Carmel, NY 10512

Phone 845-225-7172  
Fax 845-225-9464  
P.O. #

March/September HOURS Mon thru Fri 8-5 October/February  
HOURS: Mon thru Fri 8-5 Sat 8-12



Customer ID	Good Thru	Payment Terms	Sales Rep
KEN7172	6/14/20	C.O.D.	LUCAS

Quantity	Item	Description	Unit Price	Extension
1.00		Big Tex 70PI-14 Tandem Axle Landscape Trailer, With 7,000 lb GVW and Rear Landscape Ramp.	2,945.00	2,945.00
1.00	NYS Inspection	NYS Inspection \$6.00	6.00	6.00
		Customer Resale Number 7094192		

Labor Rate is \$130.00 per hr. with a \$75.00 minimum charge. This quote is valid for 30 days. Thereafter, to change without notice. Deposits and Special Orders are Non-Refundable. Max credit card charge allow Trailers is \$2500. We do NOT accept American Express. Thank you. :) ALL VEHICLES LEFT OVER 48 REPAIRS ARE COMPLETED WILL INCUR A \$25 PER DAY STORAGE FEE.

By \_\_\_\_\_ Accepted \_\_\_\_\_ Date \_\_\_\_\_

Thank you!!

;) )

Subtotal	2,951.00
Sales Tax	
Total	2,951.00

Estimate	TRAILER KING	DATE
301197	ROUTE 55 / 18 MANCHESTER CIRCLE	5-15-2020
	POUGHKEEPSIE, NY 12603	
	845-454-7500 FAX#845-485-6753	

LNAME:LAKE CARMEL PARKS		TAG:
FNAME:FRANK	HPHONE:845-255-5130	YR: MAKE:
ADRES:25 SYBILS CROSSING	WPHONE:	MODEL:
CY/ST:KENT LAKES, NY	ZIP:	MILEAGE:
TECH:	PO NUMBER:	MOTOR:
MANAGER:	MANUF:	VIN:
NOTES:		

PART#	DESCRIPTION	QTY	PRICE	DISC	TOTAL
CC614TL8TK	TRAILER LANDSCAPE 6.4"x14' TANDEM TK STYLE	1.00	2990.00	0	2990.00
SHIP	SHIP PRODUCT- ALTF2	1.00	100.00	0	100.00
BLA	COLOR BLACK	0.00	0.00	0	0.00
DISC	DISCOUNT ALT F2	1.00	-100.00	0	-100.00
**	*****	0.00	0.00	0	0.00
DMVD	NYS DEALER #7060769	1.00	0.00	0	0.00
NYSTF	NYS MANDATORY TITLE > THAN 1K UNLADEN	1.00	50.00	0	50.00
NYS	NYS INSPECTION	1.00	6.00	0	6.00
TD	NYS MANDATORY TAX PER TIRE	4.00	2.50	0	10.00
REG	<1K=\$125 1K-7K=\$185 1001LB+=\$250	1.00	125.00	0	125.00
PF	DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATI	1.00	45.00	0	45.00
CERTI	CERTIFIED CHECK REQUIRED FOR FINAL PAYMENT	0.00	0.00	0	0.00
MCTD	METRO COMMUTER TRANSP SUPPLEMENTAL FEE D,O,R,P,W,NYC,LI ONLY	1.00	25.00	0	25.00
**	*****	0.00	0.00	0	0.00
RGX	YOUR SALESMAN IS RICK	0.00	0.00	0	0.00
AF	ADMINISTRATIVE FEE 3.5%	0.00	0.00	0	0.00
EST	THIS AN ESTIMATE ONLY- PLEASE READ BOTTOM OF PAGE	0.00	0.00	0	0.00
ALL PARTS TO	BE INSTALLED BY AUTHORIZED SERVICE CENTER	0.00	0.00	0	0.00
GOOGLE	___ GIVE US A GOOD GOOGLE AND FACEBOOK REVIEW	0.00	0.00	0	0.00
DEP	___ HOW DEP PAID? TIK# AMT? BAL DUE \$3251.00	0.00	0.00	0	0.00

\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*

**Prices quoted are an approximate charge for work to be done. Any additional labor or material beyond the scope of this estimate will be additionally charged at our labor rate of \$65 per half hr. plus parts and material.	Parts	3245.00
	Labor	6.00
	Subtotal	3251.00
	NON TAXABLE	0.00

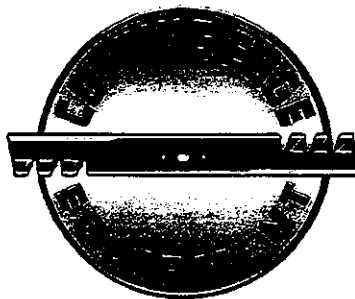
\*\*Deposits & shipping charges for special orders are non refundable. Approved returns are subject to a 35% restocking fee.

\*\* I HAVE READ THIS AND AGREE TO THE TERMS OF THIS ESTIMATE FOR WORK TO BE PERFORMED.

Signature X

Deposits are non refundable - Special orders cannot be returned.

2680 ROUTE 22  
PATTERSON  
TEL: 845-319-6357  
FAX: 845-319-6362  
[www.cuttingedge-equipment.com](http://www.cuttingedge-equipment.com)



# BUSINESS INVOICE

4436

## CUSTOMER INFORMATION

Date: 5-13-20

Company Name: Lake Carmel Parks Department

Phone:

Frank 94-760-4404

**Address:**

Shop 845-228-2346

## Quote

[illegible]

### SPECIAL INSTRUCTIONS

## TOTAL SUMMARY

Subtotal: 4368.88

Tax: Exempt

Other:

TOTAL: 4368.88

red Signature: \_\_\_\_\_

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

## **Tamara Harrison**

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**From:** Lake Carmel Parks Clerk  
**Sent:** Friday, May 15, 2020 9:51 AM  
**To:** Maureen Fleming; Christopher Ruthven; Jamie McGlasson  
**Cc:** Tamara Harrison  
**Subject:** Quotes for Beach 3 repair  
**Attachments:** Beach 3 repair quotes.pdf  
  
**Importance:** High

Attached are 3 quotes received for beach 3 repairs. I have not received liability coverage or hold harmless forms from either Landworks or Eileen Civitillo/Landscape Designs (I emailed them on Monday). The one on file from Liebler also needs to be updated because what Lauren has on file has expired.

Tamara has asked if it is going to be added to the agenda for next week but I'm not certain if the scope of work for these quotes is consistent. Frank should have copies of each should you want to discuss with him. He did mention that 3 were requested so we are not waiting on any others.

## **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](mailto:lcpdclerk@townofkentny.gov)  
[www.townofkentny.gov/lcpd\\_home.htm](http://www.townofkentny.gov/lcpd_home.htm)



NOTICE TO BIDDERS

TOWN OF KENT  
NOTICE TO BIDDERS

REPLACEMENT OF EXISTING BULKHEADS, RETAINING WALLS AND STEPS  
FOR THE LAKE CARMEL PARK DISTRICT

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town of Kent at the office of the Town Clerk, Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon on \_\_\_\_\_, 2020 and then at said place be publicly opened and read aloud for replacement of existing bulkheads, retaining walls and steps for the Lake Carmel Park District.

All of the bids must meet the specifications of the Town of Kent. Copies of the information for bidders, general requirements, bid specifications, non-collusive bidding certification, bid proposal forms, and hold harmless agreement may be obtained at the office of the Town Clerk. Bids must be submitted at the above address in sealed envelopes and must bear on the face thereof the name and address of the bidder and the following inscription: "Bids for Bulkheads, Retaining Walls and Steps– Lake Carmel Park District"

The Town of Kent reserves the right to reject any and/or all bids and to re-advertise for new bids. Bids shall be awarded in accordance with General Municipal Law § 103.

Dated: \_\_\_\_\_, 2020

BY ORDER OF THE TOWN BOARD  
TOWN OF KENT

YOLANDA D. CAPPELLI, Town Clerk

## **INSTRUCTIONS TO BIDDERS**

### **DOCUMENTS**

Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of Documents consists of the following:

1. A copy of the Specifications
2. A separate set of Bid Sheets
3. Addenda (if any)

### **PROPOSALS**

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contains irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to the Town Clerk, Kent, New York, Putnam County, New York and be clearly identified with: (1) Bid Name, (2) Name of Bidder and Address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation shall be affixed under the Bidder's signature. Telephone, Facsimile or Telegraphic Bids will not be accepted.

If a separate set of proposal sheets is issued, they may be used with the understanding that all instructions and conditions of the Contract Documents are the same as if these pages were bound herein.

### **QUALIFICATIONS OF BIDDERS**

The Owner may make such investigations as he deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that such Bidder is properly qualified to carry out obligations of the Contract and to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejections of Proposal.

The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous similar experience and where available equipment and financial resources are adequate to assure Owner that the work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is committed may also be considered.

### **ADDENDA AND INTERPRETATION**

Every request for information or interpretation of Bidding Documents must be addressed in writing to the Lake Carmel Park District and to be given any consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Acknowledgment of Addenda shall be noted on the "Bid Form".

## **AWARD**

The Contract will be awarded to the lowest responsible bidder in the manner set forth in the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Town Board further reserves the right to reject any or all bids.

The low bidder will be based on the base work alone or the base work with any or all alternate bid items, at the sole discretion of the Town Board.

## **OWNER**

The Town of Kent, Putnam County, New York.

## **REQUIRED SUBMISSIONS**

Following the bid opening, the apparent low bidder shall submit to the Lake Carmel Park District within seven (7) days a preliminary schedule, financial information and experience information.

Prior to award, the successful bidder will be required to meet the following requirements:

- a. The successful bidder, if his business is not registered in New York State, must provide the Town with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and the supplying of the requisite certificate of doing business of each such entity.)
- b. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Town or is a relative of any such Town officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the Town.

## **APPROVALS**

There will not be any approvals given for any "or equals" materials, equipment or systems prior to the award of the contract.

**SECTION C  
BID PROPOSAL**

**TOWN OF KENT  
PUTNAM COUNTY, NEW YORK**

To:	Bid Submitted By:
Town of Kent 25 Sybil's Crossing Kent Lakes, New York 10512	(Name)
	(Address)
	(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish materials in accordance with the Specifications relating thereto, for the price/prices as given on the bid forms.
3. I/We agree that if this is a multiple cost line bid, the Town of Kent reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
4. I/We hereby affirm that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
  - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
  - d. No member of the Town Board or any officer or employee of the Town of Kent, New York, or person whose salary is payable in whole or in part from the said Town Treasure is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
6. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
7. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.
8. I/We hereby agree that if this is a quantity based bid I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual

quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

	Date:	
(Legal Name of Bidder)		
By:		
(Authorized Signator)		
		Corporate Seal (if incorporated)

Section D  
SPECIFICATIONS

The Town of Kent Lake Carmel Park District is looking for bids for the replacement of bulkheads, retaining walls and steps at Beach #2, Beach #3, Beach #4, and Beach #7. Separate quotes should be submitted for the material and labor at each Beach. A walk through date is scheduled for:

---

**Scope of Work**

### **Wage Rates**

The Contract is subject to the prevailing wage rates in effect during the Contact Period as determined by the New York State Department of Labor. Certified payrolls will be required to be submitted with each payment requisition

### **Insurance Requirements**

1. Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of worker's compensations. Before any of the work is started under this contract, the contractor shall file with the municipality a certificate(s).
2. The policy naming the municipality as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
  - b. Provide for 30 days notice of cancellation.
  - c. State that the contractor's coverage shall be primary coverage for the municipality, its Board, employees and volunteers.
  - d. The municipality shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that the endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
3. The contractor agrees to indemnify the municipality for any applicable deductibles
4. Required insurance:
  - a. Commercial General Liability Insurance
    - i. \$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis

### **Workers Compensation Insurance:**

Before performing any work on the contract, the contractor shall procure Worker's Compensation insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or service under the contract. Insurance certificates, policies and endorsements must be sent to the following address:

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

### **Payments:**

1. Payment will be made only after correct presentation of a Town of Kent Voucher with invoices attached, as may be required.
2. Payment on any claim shall not preclude the Town of Kent from making claim for adjustment on any item found not to have been in accordance with the contract.

## SECTION E

### STATEMENT OF NON-COLLUSION (To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties or perjury; non-collusive bidding certification.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Signed: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

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



## RESOLUTION

Resolved that \_\_\_\_\_ be  
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following materials

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_

\_\_\_\_\_ corporation at a meeting of the

Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL OF THE CORPORATION)

\_\_\_\_\_  
(SECRETARY)

revised 4/29/2020

Jim LIEBLER INC

Contractors Invoice

WORK PERFORMED AT:

TO: Town of Kent - Parks Dept. Beach 3 Lake Shore DR  
Lake Carmel

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

To rebuild DOCK BULK HEAD, STAIRS +  
Retaining Wall At Beach 3

ALL Demo, Digging, & Garbage done by town.

ALL LABOR to replace As it WAS \$900 \$

MATERIALS - 6x8x12 Pressure treated 6,800 \$ (Estimated)

Town purchase MATERIALS, this would be cheaper  
NO TAX

Thank you Jim Liebler

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

This is a ☐ Partial ☐ Full invoice due and payable by: \_\_\_\_\_

Month

Day

Year

in accordance with our ☐ Agreement ☐ Proposal

No. \_\_\_\_\_ Dated \_\_\_\_\_

Month

Day

Year



57 Route 6 Suite 208  
Baldwin Place, New York 10505  
(914) 479-2537/Fax: (914) 293-0094  
[www.landworkcontractors.com](http://www.landworkcontractors.com)

**Proposal to:** Town of Kent- Lake Carmel Parks Department  
**Attention:** Maureen Fleming, Town Supervisor Phone: (845)-225-3943  
LCPDClerk@townofkentny.gov  
**Other Contact Information:** Frank Sabatini Cell: (914) 760-4404  
Heidi, Parks District clerk 845-306-5620  
**Project Property address:** Beach #3 (Lake Shore Drive East and Brewster Road)  
**Proposal dated:** May 11, 2020

Landwork Contractors, Inc. submits its proposal to include all labor, equipment and supervision to complete the following scope of work:

1. Provide labor, equipment and supervision to construct a new railroad tie retaining wall approximately 125' long with 3 sets up steps along with a dock approximately 20'x12'. A bench will be constructed above the dock similar to the existing. The retaining wall and steps will be in a similar footprint area of the existing. Gravel will be used for the backfill and drainage of the new retaining wall along with filter fabric and 4" drain pipes. Two tiebacks will be set approximately 6' from the back of the wall approximately at 8' spacings. Rake and re-seed all disturbed lawn areas from construction equipment.
2. All demolition will be provided by Town of Kent.
3. All materials including railroad ties, gravel, filter fabric, fasteners, drain pipe, seed, hay and construction debris container will be provided by Town of Kent.

**The total cost for the above scope of work is \$22,500.00.**

I look forward to working with you on this project.  
If you have any questions or concerns, please don't hesitate to contact me.

Regards,

**Joe Ruggiero**

President, Landwork Contractors, Inc.

[joe@landworkcontractors.com](mailto:joe@landworkcontractors.com)

Cell: (914) 646-4846

Office: (914) 479-2537



**Eileen Civitillo/Landscape Design**

26 Fairview Court  
Carmel, NY 10512  
845-494-0359  
etc85@comcast.net

Proposals for  
Lake Carmel Park District  
Carmel, NY 10512

5/11/20

**Beach Retaining Walls and Dock**

Using materials attained and brought to the site by the Lake Carmel Park District, this proposal is for assembly only. We will build the retaining walls, steps and dock, including bench on the dock, to the same configuration it is currently. All materials and machining are the responsibility of the Park District.

\$13,250.

Acceptance of Proposal/The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.  
The customer is responsible for procuring any necessary permits.

---

Signature

Dated



## Maureen Fleming

---

**From:** Lake Carmel Parks Clerk  
**Sent:** Monday, May 18, 2020 11:40 AM  
**To:** Maureen Fleming; Christopher Ruthven; Jamie McGlasson; William Huestis; Paul Denbaum  
**Cc:** Tamara Harrison  
**Subject:** Agenda Item May 19 - Stump Grinding in Lake Carmel  
**Attachments:** Strump Grinding Lake Carmel.pdf  
  
**Importance:** High

Frank Sabatini has requested the attached quotes be added to the May 19 agenda for approval of the removal of 72 tree stumps in Lake Carmel. Frank received verbal confirmation from Johnson and Reynolds that their quotes are still the same. Red Oak and Six Diamonds confirmed price for complete removal for all 72 stumps and debris removed.

The crew chief recommends Red Oak with their quote of \$6000.00. Red Oak has previously done satisfactory work for the park district and they are also a local Town of Kent business.

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](mailto:lcpdclerk@townofkentny.gov)

[www.townofkentny.gov/lcpd\\_home.htm](http://www.townofkentny.gov/lcpd_home.htm)

## Red Oak Tree Service Inc.

93 Chief Nimham Circle  
Carmel, NY 10512  
845-275-4700  
Redoaktreeservice@yahoo.com

### Name / Address

Town of Kent  
25 Sybil's Crossing  
Kent Lakes, NY 10512  
845-306-5602

## Estimate

Date	Estimate #
5/15/2020	20093



### HORTICULTURE & ARBORCULTURE

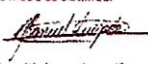
FULLY LICENSED & INSURED  
22 YEARS OF PROFESSIONAL TREE CARE

			Project
Description	Qty	Rate	Total
Removal of debris around lake -All 72 grinded and debris removed (quote 417)		6,000.00	6,000.00
Full Clean Up		0.00	0.00
Equipment-Stump Grinder		0.00	0.00
Total			\$6,000.00

**PROPOSAL**

P.O. Box 1028 Carmel, NY 10512 Tel: (845) 878-7888

Email: [Info@SixDiamondsTreeServices.com](mailto:Info@SixDiamondsTreeServices.com) [www.SixDiamondsTreeServices.com](http://www.SixDiamondsTreeServices.com)

Proposal Submitted To: Town of Kent – Attn: Patrick		Date: 11/7/19	
Street: Parks Dept. Champlain Dr.	City, State: Carmel, NY	Zip Code: 10512	Phone: 845-225-5229
Email:		Phone (alternate):	
<i>We hereby submit specifications and estimates for: THE YEAR 2019.</i>			
71 x stumps to be grinded on both sides of lake.			
- Option #1: Stump grinding only – 4 days at \$1,300 per day			\$5,200.00
- Option #2: Stump grinding and removal of stump debris – 4 days at \$1,500 per day			\$6,000.00
		<b>Tax Exempt:</b>	<b>\$000.00</b>
		<b>TOTAL:</b>	<b>\$TBD</b>
*All related debris to be removed unless otherwise directed. Work area to be left clean.			
We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:		<b>\$TBD</b>	
<b>TBD Dollars <sup>xx/100</sup></b>			
Payment to be made as follows: <b>100% Full payment upon completion of work.</b>			
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.		Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. Authorized Signature:  Note: This proposal may be withdrawn by us if not accepted within 30 days.	
Date of Acceptance: _____		Signature: _____	

**Dedicated to providing Quality, Professional and Reliable services for over 23 years!**



**From:** Six Diamonds Tree Services & Landscaping, Inc. <sixdiamonds.inc@gmail.com>  
**Sent:** Friday, May 15, 2020 3:43 PM  
**To:** Lake Carmel Parks Clerk  
**Subject:** Re: Lake Carmel Stump Grinding

**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!

Hi Heidi,

I am confirming that the price will be \$6,000.00 for the stump grinding and removal of debris.

Thank you,  
Sandy



**SIX DIAMONDS  
TREE SERVICES**  
sixdiamondstreeservices.com  
845-878-7888

*Licensed and Insured. Dedicated to providing Quality, Professional and Reliable services for 25 years!*

[Click here to visit](#) our new website!

On Fri, May 15, 2020 at 2:14 PM Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov> wrote:

I understand that you spoke with Frank, the Lake Carmel Crew Chief. We need to get clarification on your quote. Please confirm the total price (not estimated) to complete the work which includes grinding of 72 stumps and removal of all debris.

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](mailto:lcpdclerk@townofkentny.gov)

[www.townofkentny.gov/lcpd\\_home.htm](http://www.townofkentny.gov/lcpd_home.htm)



# Invoice / Proposal

## Larry Reynolds Tree Service, Inc.

Established 1986

168 Tibet Drive, Carmel, New York 10512

(845) 225-7954 Cell (917) 295-3546

Fax (845) 228-5246

Page No. \_\_\_\_ of \_\_\_\_

Date 11/11/19

To: Kent Park's + Recreation  
#25- Lytle Crossing  
Kent, N.Y. 10512

JOB NAME / NO.
LOCATION
PHONE <u>96 Put</u> <u>(845) 225-5229</u>

Putnam County License # PC-743-A

String Grinding - outlined below

<u>Knapplain - #2</u>	
<u>East Lake Shore to Private Beach - #4</u>	
<u>Private Beach to Dam - #30</u>	
<u>Beach 3 Spillway - #1</u>	
<u>Beach 3 to South Lake Shore - #15</u>	
<u>South Lake Shore - #4</u>	
<u>West Lake Shore - #4</u>	
<u>Beach 6 - #3</u>	

Total of 72 strings to be grinded, debris to be  
cleaned up + removed

\$ 14,900.00

**We Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payable as follows:

dollars (\$ \_\_\_\_\_).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized  
Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_



# Estimate

1361 Route 52, Carmel, NY 10512

Phone: 845-878-7569

Email: johnsonswoodpile@aol.com

Website: www.johnsonstreeserviceinc.com

## Name/Address

Lake Carmel Park District  
25 Sybil's Crossing  
Kent Lakes, NY 10512

Date	Estimate No.	Project
11/08/19	259	

Item	Description	Quantity	Cost	Total
Stump Grind	For: Various locations 72 stumps all around the lake marked with red paint. Grind below grade as permitted by surrounding rocks. Clean up grindings.	1	21,000.00	21,000.00
		Total	\$21,000.00	



*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*

March 13, 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 2020. The lake needs to be treated with an algacide named Cutrine Ultra and 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:

<b>I. Cutrine Ultra/ Copper Sulfate: June, July, August as needed</b>	
Labor and Products: (2 Treatments)	\$17,650.00
<b>II: NYS DEC Pesticide Permit &amp; Permit Preparation fees:</b>	<b>\$200.00</b>
<b>III: NYS Division of Water NPDES Permit fees:</b>	<b>\$110.00</b>
<b><u>Total 2020 Charges</u></b>	<b><u>\$17960.00</u></b>

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, and from my experience with the lake this past summer a good 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, 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

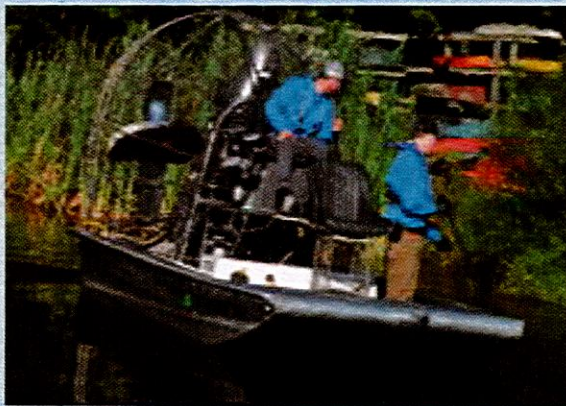




## THE POND AND LAKE — CONNECTION —



PROFESSIONAL REFERENCES AND LAKE MANAGEMENT  
SERVICES PROVIDED BY  
THE POND AND LAKE CONNECTION



1112 FEDERAL ROAD, BROOKFIELD, CT 06804





## THE POND AND LAKE CONNECTION

### References and Results from Management Programs:

#### ***Lake Kitchawan***

Ms. Carol Sherwood  
Pound Ridge, NY  
914.763.9513  
105 Acre Lake

Full Aquatic Management Plan

**Target Species:** Eurasian Milfoil, Algae and Lily Pads

Approach / Methodology: Aquatic Herbicide / Algaecide

Under Management Since 2014

#### ***Town of Carmel- Tea Kettle Lakes***

Mr. Richard Franzetti  
Carmel, NY  
914.843.4704  
Two 5 Acre Lakes

Full Aquatic Management Program,

**Target Species:** Watermeal, Duckweed and Algae

Approach / Methodology: Aquatic Herbicide / Algaecide

Under Management Since 2013

#### ***Mamansasco Lake***

Mr. Mike Austin  
914-755-1329  
Ridgefield, CT  
86 Acre Lake

Full Aquatic Management Plan, Lake Mapping

**Target Species:** Curly Lead Pondweed, Milfoil and Blue-Green Algae

Approach / Methodology: Aquatic Herbicide / Algaecide

Under Management Since 2015

#### ***Blue Lake***

Mr. Bill Hixson  
North Stonington, CT  
860.885. 1030  
56 Acre Lake

Full Aquatic Management Plan

**Target Species:** Fanwort / Cabomba

Approach / Methodology: Aquatic Herbicide

Under Management Since 2013

#### ***Rainbow Lake***

Mr. Douglas Carroll  
Ridgefield, CT  
[douglas.carroll@hotmail.com](mailto:douglas.carroll@hotmail.com)  
41 Acres

Full Aquatic Management Plan

**Target Species:** Curly Lead Pondweed and Blue-Green Algae

Approach / Methodology: Aquatic Herbicide / Algaecide

Under Management Since 2013

#### ***Pierrepont Lake / Twixt Hills***

Mr. Clark Morrow  
Ridgefield, CT  
203.448.7557  
43 Acre Lake

Full Aquatic Management Program, Lake Mapping

**Target Species:** Curly Lead Pondweed, Coontail and Algae

Approach / Methodology: Aquatic Herbicide / Algaecide

Under Management Since 2012

1112 FEDERAL ROAD, BROOKFIELD, CT 06804  
TELEPHONE (203) 885-0184 FAX (203) 885-0873  
WWW.THEPONDCONNECTION.COM  
NY 15201 / CT 2764 / NJ 99972A / RI 6781 / MA CC-0048047  
PA BU12662 / VT 1586-5192



## THE POND AND LAKE CONNECTION

### **Other Lakes Currently Managed by The Pond and Lake Connection:**

Crystal Lake- Middletown, CT - 32 Acres/ Curly Leaf Pondweed  
Lake Wepawaug- Orange, CT- 16 Acres/ Algae and Pondweeds  
Swan Lake- Swan Lake, NY- 300 Acres / Water Chestnut  
Pinewood Lake- Trumbull, CT – 61 Acres / Algae and Pondweeds  
Timer Lake- Torrington, CT- 25 Acres / Fanwort, Alligator Weed, Lilies and Water Chestnut  
Putnam Lake- Patterson, NY- 400 Acres / Blue Green Algae  
Truesdale Lake- South Salem, NY- 93 Acres/ Curly Leaf Pondweed and Algae  
Ridgebury Lake- Wawayanda, NY- 30 Acres / Curly Leaf Pondweed, Milfoil and Algae  
Thrushwood Lake- Trumbull, CT- 5 Acres/ Algae  
Dog Pond- Goshen, CT- 63 Acres / Milfoil  
Frye Lake- Greenwich, CT – 12 Acres / Blue – Green Algae  
Spring Lake – Wallingford, CT- 7 Acres / Curly Leaf Pondweed, Milfoil and Duckweed  
Seven Hills Lake- Carmel, NY- 35 Acres/ Milfoil  
Bedford Lake- Bedford, NY- 20 Acres/ Planktonic Algae  
Lake Mishnock- Coventry, RI- 51 Acres / Milfoil (**PROCELLACOR**)  
Hundred Acre Pond- West Kingston, RI- 100 Acres/ Curly Leaf Pondweed and Bladderwort  
Rogers Lake- Old Lyme, CT – 260 Acres / Variable Leaf Milfoil and Fanwort (**PROCELLACOR**)  
Putnam Lake – Patterson, NY – 256 Acres / Blue Green Algae  
Lake Mauweehoo- Sherman, CT- 40 Acres/ Curly Leaf Pondweed and Algae  
Lake Meahagh- Cortlandt, NY- 79 acres / Eurasian Milfoil

### **Specialized Equipment Owned by The Pond and Lake Connection**

#### **Used to Conduct Aquatic Applications:**

Two 16' Airboats Equipped with 100 Gallon Spray Tanks, Sub-Surface Injection  
10', 12', 14' and 16' Jon Boats with Outboard Motor  
Calibrated Spreader, Spray Tank and Injection Pump  
Mule / UTV Spray Vehicle, Amphibious Marsh Master Spray Vehicle  
Chart Plotter, GPS systems with Depth Finders

1112 FEDERAL ROAD, BROOKFIELD, CT 06804  
TELEPHONE (203) 885-0184 FAX (203) 885-0873  
WWW.THEPONDCONNECTION.COM  
NY 15201 / CT 2764 / NJ 99972A / RI 6781 / MA CC-0048047  
PA BU12662 / VT 1586-5192



## THE POND AND LAKE CONNECTION

### **About The Pond and Lake Connection:**

The Pond and Lake Connection is a full-service aquatic management company helping lake owners for over 25 years. Our goals are to attain and preserve balance in your water resources by providing the highest quality and most comprehensive line of aquatic services and products.

### **Lake Services Offered**

- Algae and Invasive Weed Control
  - Lake Aeration Systems
  - Fish Monitoring and Stocking
  - Natural and Biological Controls
- Terrestrial Invasive Species Controls
- Phosphorus and Nutrient Management
- Water Quality and Algae Identification Testing
  - Bathymetrical Lake Mapping
  - Floating Wetland Islands
  - Lake Survey and Reports
- Federal, State & Local Permitting
  - Association Meetings
  - Watershed Studies

### **Members of:**



North American Lake Management Society



New York State Federation  
Of Lake Associations



1112 FEDERAL ROAD, BROOKFIELD, CT 06804  
TELEPHONE (203) 885-0184 FAX (203) 885-0873  
WWW.THEPONDCONNECTION.COM  
NY 15201 / CT 2764 / NJ 99972A / RI 6781 / MA CC-0048047  
PA BU12662 / VT 1586-5192





May 18, 2020

Lake Carmel  
Maureen Fleming- Town Supervisor  
25 Sybil's Crossing  
Kent Lakes, New York 10512

### **2020 Proposal for the Aquatic Vegetation Treatment Program of Lake Carmel**

Please accept this as our 2020 proposal for the Aquatic Management Program of Lake Carmel. We are recommending treating the pond with a state registered algaecide and /or herbicide. An outline of these applications can be found below.

#### **Scope of Services**

The required New York Department of Environmental Conservation (NY DEC) will be transferred to The Pond and Lake Connection upon acceptance of this contract. Upon receipt of the approved permit and growth of the plants the initial algaecide application will be made. Applications will be made based on label recommendations, standard aquatic weed management practices, and your approval. You will be notified of any water-use restrictions under New York Law. These restrictions will be considered during treatments. Follow-up applications will be performed as necessary.

#### **Tentative Schedule of Performance**

- NYS DEC Aquatic Permits..... to be Transferred The Pond and Lake Connection
- Pre-Treatment Inspection.....Late Spring / Early Summer
- Initial algaecide application ..... Late Spring / Early Summer
- Follow Up Applications.....As Needed

Our ability to proceed with these treatments is dependent on the timely receipt of the required NY DEC & SPDES approved permits. **If you are in agreement with the terms as described above, please sign and return as soon as possible to ensure we receive the state permit in time for treatments.** If you have any questions, please feel free to call the office at any time. Product labels can be found on our website for additional information or furnish upon request.

We appreciate this opportunity and are looking forward to working with you in the year ahead. Thank you!

Sincerely,  
James Gorman  
The Pond and Lake Connection

ACCEPTED BY: Lake Carmel

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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**THE POND AND LAKE**  
CONNECTION

1112 Federal Road  
Brookfield, CT 06804

**Estimate**

Date	Estimate #
5/25/2020	53791

Name / Address

Lake Carmel  
Maureen Fleming- Town Supervisor  
25 Sybil's Crossing  
Kent Lakes, New York 10512

Description	Qty	Rate	Total
New York State DEC Permit- Valid for 2020 to be transferred to The Pond and Lake Connection	2	0.00	0.00
For Cutrine Ultra and Copper Sulfate (Regularly \$250 each)			
Federal SPDES EPA Aquatic Permit	1	150.00	150.00
Initial Half Lake Treatment with the Aquatic Algaecide- Cutrine Ultra	1	8,000.00	8,000.00
1st Follow Up Half Lake Treatment with the Aquatic Algaecide- Cutrine Ultra	1	7,700.00	7,700.00
2nd Follow Up Half Lake Treatment with the Aquatic Algaecide- Cutrine Ultra	1	7,500.00	7,500.00
*Please note if Copper Sulfate is used pricing is \$4,500.00			
If the above meets your approval, please sign this copy and return it to the office. Thank you!		<b>Subtotal</b>	\$23,350.00
NY #15201 / CT #2764 / NJ #99972A/ MA # CC-0048047 / RI #6781 / VT #1586-5192/ PA #BU12662		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$23,350.00

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
203-885-0184	203-885-0873	pondconnection@gmail.com	www.thepondconnection.com

**ADVANCED HEATING  
& AIR CONDITIONING**  
P. O. Box 296  
Carmel, New York 10512

# JOB INVOICE

1238

(845) 225-7020 Fax 845-225-8193

TO TOWN OF KENT  
RT 52  
LK CARMEL N.Y

TERMS:

PHONE	DATE OF ORDER <u>11-23-19</u>
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
> 1	MITSUBISHI 6,000 BTU CONDENSOR			
1	6,000 BTU AIR HANDLER TO BE MOUNTED ON WALL			
	COPPER LINES + DRAIN ON OUTSIDE OF BUILDING COVERED WITH LINE HIDE UNIT OUTSIDE ON A STAND			
	THIS IS A HI-EFF. UNIT THAT WILL WORK BELOW ZERO °			
	THE NEXT SIZE LARGER #1 IS 9,000 BTU		\$4500.00	
>	OLD UNIT STAYS IN CEILING !!!			
2	OFFICES 6,000 -		\$7500 -	
2	OFFICES 9,000 -		\$8500 -	
				1-OFFICE
				\$4,000.00
				OTHER CHARGES
				TOTAL OTHER
				LABOR
				HRS. RATE
				AMOUNT
				TOTAL LABOR
				TOTAL MATERIALS
				TOTAL OTHER
				TAX

DATE COMPLETED

TOTAL MATERIALS

Work ordered by \_\_\_\_\_

Thank you

# A AND M HEATING & AIR CONDITIONING, INC

PO BOX 267

CARMEL, NY 10512

PHONE: 845-228-6150 FAX: 845-228-6151

3/3/20

Town of Kent

Recreation Office

Kent, NY

A and M Heating and Air Conditioning, INC proposes to supply and install the following:

1 new Min split unit 18,000BTU brand (FUJITSU) for the recreation room.

Will install 1 condenser unit outside of the building.

1 wall unit in the r room.

Total Price: \$4,800.00 + 700.00 for electric work

Grand total: \$5,500.00

Please call me at 845-200-9254 for any questions.

Proposal accepted on: \_\_\_\_\_

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

(print your name)

\_\_\_\_\_  
Signature:



January 8, 2020

Town of Kent  
25 Sybils Crossing  
Kent, New York 10512

RE: Town Hall Room 113  
Attention: Adam Parelka Maintenance Supervisor

DGHVAC is submitting a price to install either a new water furnace geothermal unit, in the office, or replace it with a wall mounted 1 ½ -ton hyper heat ductless unit. DGHVAC will provide all power and control wiring for both jobs. DGHVAC will remove all materials disconnected for scrap. All required permits and inspections will be billed separately to town for cost. Town will need to provide capital improvement and tax-exempt forms for the project. All these prices are based on normal working hours and standard labor rates.

Job No. One: Replacement of the existing unit in ceiling with new 1.5 Ton Horizontal Water Furnace heat pump with 5Kw electric heater. DGHVAC will remove section of ceiling to disconnect and remove existing unit. DGHVAC will provide and install new unit and reconnect to the geothermal well water, ductwork, power and control wiring. The system will be started, and test for performance. Ceiling will be re-installed with original items, and the town will be responsible to take apart and replace office items.

Items Supplied:

One- 1.5 Ton NSH018H100CELOAN Horizontal Water Furnace HP  
One- 5 Kw Electric Heater

Job Price- \$14,084.00

Job No. Two: DGHVAC will provide a 1.5 Ton Mitsubishi Hyper Heat Ductless unit to provide heating and cooling for room 113 only. The hyper heat unit will work at full heating capacity down to zero degrees outdoors. The indoor unit will be hung on the left side of office window while looking out. DGHVAC will provide power to unit from existing abandoned unit in the ceiling, which is now feeding room 113 and hallway. DGHVAC will set the outdoor heat pump on a WBB-300 wall bracket fasten to the side of building next to airway to the basement. Refrigerant, power and control wires will run in a plastic line-a-hide. This unit operates with a Honeywell wall mounted thermostat.

Page 1 of 2

# DWIGHT GETTING

## HEATING & AIR CONDITIONING



**Items Supplied:**

- One- Mitsubishi MUZFH18NA2 1.5 Ton Hyper Heat Pump
  - One- Mitsubishi MS2FH18NAZ Matching Indoor Wall Unit
  - One- WBB-300 Mitsubishi wall bracket
  - One- Honeywell Wall Thermostat
- Job Price- \$10,905.00

**WE NOW ACCEPT MASTERCARD AND VISA @ 3 %**

WILL THIS PAYMENT BE MADE BY CREDIT CARD?    Yes    No

This proposal includes our contract notice attachment A & B & C

PAYMENTS TO BE MADE AS FOLLOWS: 1/3 DEPOSIT, 1/3 DELIVERY, 1/3 COMPLETION

AUTHORIZED SIGNATURE

DATE

ACCEPTANCE SIGNATURE

DATE

Page 2 of 2





TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | RENEWAL AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Town of Kent, NY** (“Client”) and **EMPLOYEE SERVICES, INC. dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **6/1/20-5/31/21**.

### I. Productivity Solutions

*With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.*

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue: Up to 3**  
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

### II. Engagement Solutions - Peak Performance Benefits

*ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.*



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Higher Ed EAP  
HealthCare EAP  
Union AP

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance. **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 200 Personal Finance and Investing courses and over 50 Personal Development courses to help employees balance their work and personal life. The ESI Management Academy is an entire curriculum of online training programs that promote key management skills.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

### III. EAP Administration - Orientation and Engagement

*An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.*

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos, and onsite group meetings.

### IV. Manager, Supervisor and Human Resources Services

*ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.*

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.





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Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

## V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

## VI. Optional Services

- **Employee Engagement Program – Best Practice Learning Center, Knowledge Center and Consultant: No**  
The ESI Engagement Program is an *optional benefit* designed to meet the needs of organizations focused on improving employee engagement, professional development and productivity. It is an online personal and management development Knowledge Center *powered by Skillsoft*, the world's leading provider of online personal and professional training. In addition, the Best Practice Learning Centers assist managers and supervisors in developing recruiting & interviewing, onboarding & development and employee best practices. The program is supported by a dedicated ESI Consultant, who assists in creating a tailored training curriculum to meet your organization's needs.
- **Wellness Coaching: Yes**  
Members have unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **GCN Compliance Training: No**  
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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Union AP

## **VII. Force Majeure**

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

## **VIII. Execution of Documents**

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.



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Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## IX. Fees and Payment

- A. The total number of employees covered under this Agreement is **96**.
- B. Employer agrees to pay ESI the sum of **\$3,675.00** for **6/1/20-5/31/21**.
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of 51 to 100. Contract rate will be modified if census moves outside of this range.
- F. Trauma Responses available at **\$250.00** per hour plus travel time.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.

## X. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

**EMPLOYEE SERVICES, INC.**

**Town of Kent, NY**

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

\_\_\_\_\_  
Diane Dunbar, President & Chief Operating Officer

\_\_\_\_\_  
Authorized Signature

4/15/20

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Maureen Fleming

---

**From:** Accountant  
**Sent:** Wednesday, May 13, 2020 4:07 PM  
**To:** Maureen Fleming; ntag@hoganandrossi.com; Tamara Harrison; William Huestis; Christopher Ruthven; Jamie McGlasson; Paul Denbaum  
**Subject:** Re: Town of Kent Renewal Follow-up

I agree, no increase this year and 5% next year is a better deal.

---

**From:** Maureen Fleming <mfleming@townofkentny.gov>  
**Sent:** Wednesday, May 13, 2020 12:30 PM  
**To:** Accountant <accountant@townofkentny.gov>; ntag@hoganandrossi.com <ntag@hoganandrossi.com>; Tamara Harrison <tharrison@townofkentny.gov>; William Huestis <bhuestis@townofkentny.gov>; Christopher Ruthven <cruthven@townofkentny.gov>; Jamie McGlasson <jmcglasson@townofkentny.gov>; Paul Denbaum <pdenbaum@townofkentny.gov>  
**Subject:** FW: Town of Kent Renewal Follow-up

Hit "Send" too soon. My feeling is if we get an annual "uplift", and it is never less than 3%, deferring until next year and having no price increase this year and a 5% increase next year is a better deal.

*Maureen Fleming*

Maureen Fleming  
 Town Supervisor  
 Town of Kent  
 25 Sybil's Crossing  
 Kent Lakes, New York 10512  
 (845) 225-3943




---

**From:** Valerie Lenk [mailto:Valerie.Lenk@sprbrk.com]  
**Sent:** Wednesday, May 13, 2020 12:08 PM  
**To:** Maureen Fleming <mfleming@townofkentny.gov>  
**Subject:** Town of Kent Renewal Follow-up

### **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!

Hey Maureen,

I just wanted to follow up with the discussion we had regarding the renewal uplift relief this year. I want you to know that I've taken your request to upper management to see what could be done. As you know, we all live with standard lifts in service costs across all areas of our lives, and software is no different. We see it in movie theaters, when we take our cars in for oil changes, and with all kinds of insurance for example. In the software industry, it's set so that customers can budget for it, just as they would for annual labor increases. And the average in the software industry is 5%, based upon what we see, and companies like Springbrook use this to fund product enhancements for the customers who need a platform that evolves with them over time.

Similar to property taxes, or income taxes, Springbrook bases it's budgets on this model, so we cannot make it go away. However, we want to work with the town to show goodwill in these times.

The 3% uplift on the support and maintenance agreement is the best discount we are able to offer. The only other option is to defer the 5% uplift amount to be billed with next year's renewal. I wanted to break it down so you can see the dollars tied to each option.

Option1: (3% uplift this year)

-3% uplift equals an increase of \$161.63

Option2: (5% uplift billed next year)

-5% uplift equals an increase of \$271.63

As you can see, these are not unreasonable amounts. I understand that the pandemic is going on, that is why our management team has offered the options above, so you can make the choice that is best for the town. Please let me know if you would like a call to discuss, thanks!



**Valerie Lenk**

Account Manager, Northeast

P: 503.820.2226

E: [Valerie.lenk@sprbrk.com](mailto:Valerie.lenk@sprbrk.com)



[www.springbrooksoftware.com](http://www.springbrooksoftware.com)

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