

Town of Kent
Town Board Meeting

Workshop/Meeting:

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a) Bids for legal services for Planning and Zoning
 - b) Sale of town property
 - c) MOA Teamsters
 - d) American Towers- allow modifications
 - e) Justice Courts- LanguageLine Phone Agreement
 - f) Lake Carmel- lake management proposal, advertise for seasonal positions, Porta Johns
 - g) Planning Board-accept erosion control bond and final inspection
 - h) Climate Action Plan-adopt, complete streets
 - i) Safe Streets- apply for Grant
 - j) NRI-adoption
4. Vouchers
5. Announcement
6. Public Comment

**RESOLUTION
AUTHORIZING THE TOWN CLERK
TO ADVERTISE REQUEST FOR PROPOSALS
FOR CERTAIN LEGAL SERVICES**

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

**RESOLUTION # _____
INTRODUCED BY: _____
SECOND BY: _____**

DATE OF CONSIDERATION/ADOPTION: March 5, 2024

WHEREAS, it is the policy of the Town Board of the Town of Kent to periodically seek proposals for professional services; and

WHEREAS, the Town Board believes it to be in the best interests of the Town to advertise that it is seeking Proposals for Part 4 Legal Services to serve the Planning Board and Zoning Board of Appeals; and

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for Requests for Proposals for Part 4 Legal Services.

UPON ROLL CALL VOTE:

Supervisor McGlasson: _____

Councilwoman Campbell: _____

Councilman Tompuri : _____

Councilman Boyd: _____

Councilman Ruthven: _____

VOTE: RESOLUTION CARRIED BY A VOTE OF _____ TO _____ ABSTAIN _____

State of New York)

County of Putnam) ss:

I, Yolanda D. Cappelli Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Kent at a meeting of said Board on March 5, 2024.

Dated: _____, 2024

Yolanda D. Cappelli, Town Clerk

Members of the Town Board,

I have reviewed Mr. Raneri's offer to purchase three parcels that are currently owned by the Town of Kent. The parcels are identified on the Town of Kent's tax maps as lots: 33.80-1-2, 44.24-1-6 and 44.24-1-2. These parcels, as shown on the attached map, are situated on undeveloped roads (Sunset Road and Hillside Road) and have topography and that would be best described as challenging. For these reasons, the lots have limited marketability and value to the general public. Mr. Raneri has an interest in acquiring these properties as they are contiguous with the larger parcel that he currently owns and on which he is planning to construct a home. Given the limited marketability of these properties, Mr Raneri's offer of \$3,250 for the three parcels appears to be reasonable provided that a condition of the sale would be that the parcels are merged with the lot on which he is building the home (33.18-1-28

Should you have any further questions or concerns, please do not hesitate to contact me. Yours truly,

Seth Plawsky, Assessor
Town of Kent, NY
25 Sybil's Crossing
Kent Lakes, NY 10512
Phone: (845)225-8020
Fax: (845)306-5621
assessor@townofkentny.gov
www.townofkentny.gov



Supervisor and Town Board

Town of Kent

25 Sybil's Crossing

Kent Lake NY 10512

January 10.2024

To: Supervisor and Town Board

I am interested in purchasing vacant lots currently owned by the Town of Kent, I understand that the Town is looking to get these properties back on the tax rolls.

I own approximately 11 acres off of Hillside Road and Sunset Road (currently a paper road)

I have the only property in the area and I am currently constructing a Dwelling,

My request is to purchase the vacant lots that adjoin my property .

There are 17 lots and I have included sections of tax maps to show their location.

I am willing to offer \$ 3,250.00 for the property as they are of no use to anyone else and it would place them on the tax rolls

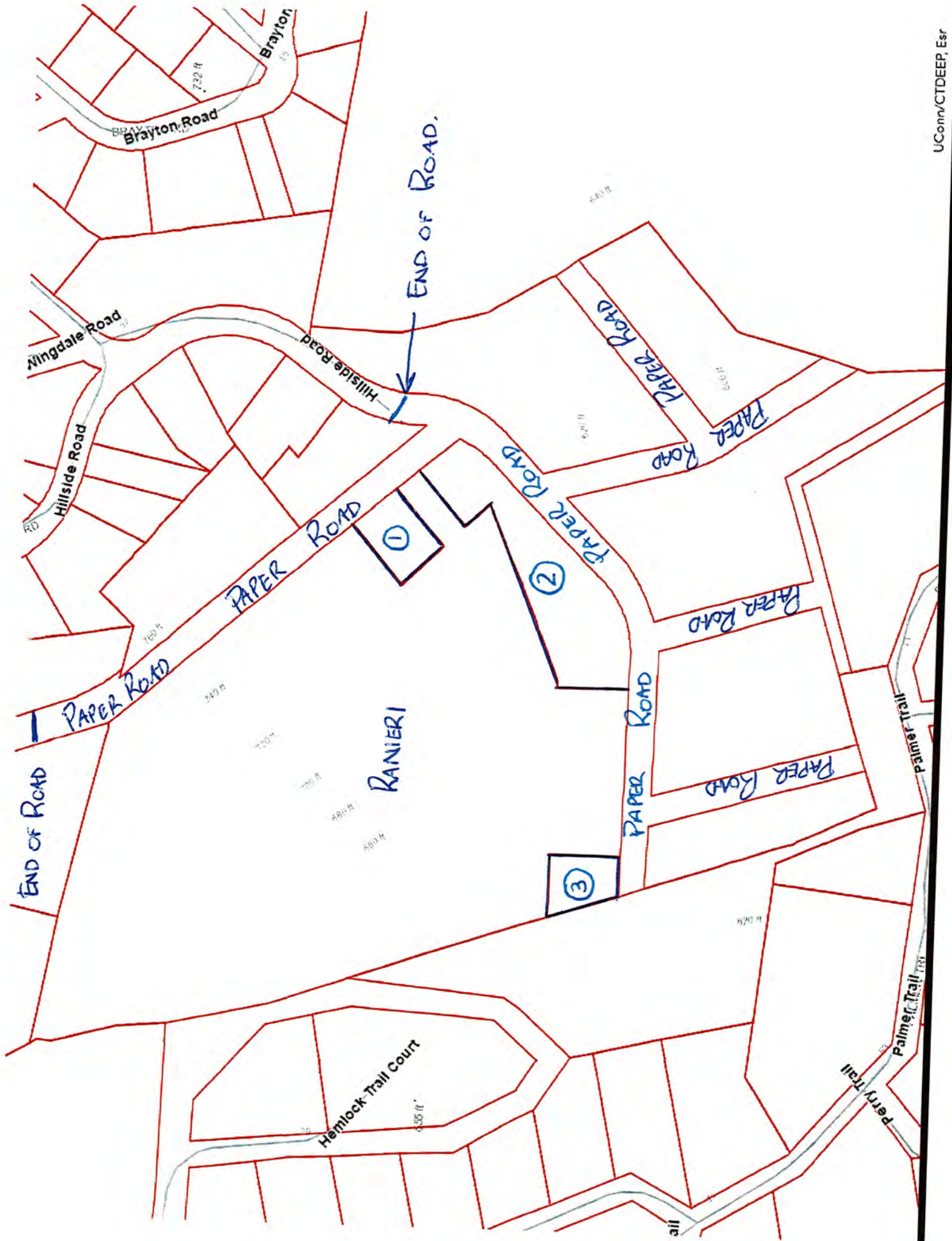
- ① Tax Map# 33.80-1-2 lots # 15544,15545,15546,15547,
- ② Tax May# 44.24-1-6 lots # 15570,15569,15568,15567,15566,15565,15564,15563,15562
- ③ Tax Map# 44.24-1-2 lots # 15586,15585,15584,15583

Your Truly

Gerald Ranieri

16 Nelson court

Kent Lake, NY 10512



MEMORANDUM OF AGREEMENT

By and Between

***The Town of Kent
(hereinafter referred to as "Town")***

and

***Local 456, International Brotherhood of Teamsters
(hereinafter referred to as "Union" or the "Teamsters")***

WHEREAS, the Town and the Teamsters are parties to a Collective Bargaining Agreement for the term January 1, 2019 through December 31, 2022; and

WHEREAS, the Town and the Teamsters have mutually agreed upon amending the current Collective Bargaining Agreement.

NOW, THEREFORE, the Town and the Teamsters agree as follows:

1. All terms and conditions of the existing Collective Bargaining Agreement shall continue in full force and effect unless specifically modified by this Memorandum of Agreement and/or the terms of the expired Agreement.

2. This Memorandum of Agreement is subject to ratification by the Teamsters' membership and the Town Board of the Town of Kent.

3. The parties shall deem signatures via facsimile as acceptable as originals.

4. The term of the Agreement shall be January 1, 2023 through December 31, 2026.

5. **Article III – Work Day, Work Week and Work Year – Section 1 – Work Schedule – Subsections A and B** shall be replaced with the following:

A. The work week for all employees assigned to the Highway Department, Municipal Repairs, Recreation Department and the Lake Carmel Park Department shall consist of (40) hours per week, eight (8) hours per day (7am-3:30pm) including a one-half (1/2) hour unpaid lunch period, five consecutive days, Monday-Friday, twelve (12) months per year January-December, except as set forth in subsection B below.

B. During the summer months (from Memorial Day to Labor Day), the workday for the members of the bargaining unit assigned to the Recreation Department and the Lake Carmel Park Department shall consist of (40) hours per week, eight (8) hours per day (7am-3:30pm) including one (1/2) hour unpaid lunch. During the summer months (from Memorial Day to Labor Day), the workweek for the members of the bargaining unit assigned to the Recreation Department and the Lake Carmel Park Department shall consist of any five consecutive days within the 7-day week). For overtime purposes any work performed on day 6 of the 7-day week will be paid at time and one-half (1-1/2) and any work performed on day 7 of the 7-day week will be paid at two (2x) times an employee's normal rate of pay. The Town must provide a minimum of three (3) weeks of notice prior to a change of schedule.

6. **Article IV – Compensation – Section 1 – Compensation Rates** shall be amended to reflect the following pay increases:

Effective January 1, 2023 all current unit employees will receive a 1.5% pay raise, including retroactive pay.

Effective January 1, 2024 all current unit employees will receive a 4% pay raise, including retroactive pay.

Effective January 1, 2025 all current unit employees will receive a 3% pay raise.

Effective January 1, 2026 all current unit employees will receive a 3% pay raise.

7. **Article IV – Compensation – Section 3 – Out-of-Title Work** shall be amended as follows:

A. Employees assigned duties of a higher classification on a temporary time limit basis shall receive the rate of pay of the higher classification while performing that duty if the employee meets the minimum qualification of the higher classification as determined by the Human Resources Officer and the Human Resources Department

(Putnam County Personnel Department). Request to work above title must be made in writing by the employee's Supervisor and approved by the Human Resources Officer and the Town Supervisor prior to the employee receiving compensation for work performed above Title. Every approved authorization is independent by title and employee. Once approved for a specific title, an employee can work in that title without further authorization. Any employee assigned to work duties of a higher classification on a temporary time limit basis shall receive the rate of pay of the higher classification while performing that duty pending the approved authorization.

B. — Employees assigned temporarily to duties of a lower classification shall be guaranteed the regular rate of pay of their classification while performing that duty. Drivers and Laborers shall not be obligated to perform services that require special skills, such as changing engine oil filters. However, if an employee wishes to perform these services, he/she may do so as directed by the Town Mechanic.

~~C. B.~~ During an emergency, employees of the Highway, ~~and Sanitation, Lake Carmel Parks District, and Parks~~ Departments may be temporarily transferred to work on an inter-departmental basis until the completion of the emergency work. In accordance with Schedule "A", employees not in the title of Construction Equipment Operator (CEO) who operate construction equipment (and have been deemed qualified by Section 3 [A]) will receive the appropriate rate of pay when assigned to and performing such work. Any employee assigned to work duties of CEO on a temporary time limit basis shall receive the rate of pay of the higher classification while performing that duty pending the approved authorization under Section 3(A).

Such equipment will be agreed upon between the Highway Superintendent, the Town Supervisor, and the Bargaining Unit (SCHEDULE C) prior to the ratification of every Labor Agreement. New equipment not covered in the agreement will not be

~~considered Out-of-Title work until the next Labor Agreement is ratified. The~~
~~aforementioned equipment is defined as Loader, Backhoe, Grader, Roller (5 tons or~~
~~more) General Trailer, Grade All and Ten (10) Wheel Truck. The weight of the~~
~~aforementioned trucks is as determined by scales certified by the State of New York.~~
~~Assignment to operate such equipment will be rotated on a seniority basis provided the~~
~~employee has the ability to do the work. However, prevailing CEO work assignments~~
will remain the same. Seniority lists shall be established at each garage and such lists shall be used for CEO work assigned in the general location of each garage. Employees who refuse such CEO equipment assignments will lose their CEO assignment turn and will be placed at the bottom of the CEO seniority list.

Employees directed to work construction equipment shall receive a minimum of four (4) hours' pay. Such assignments will not, however, be used to extend the normal workday except where overtime situations occur. Employees working more than four (4) hours shall receive a full day's pay at the Construction Equipment Operator's rate.

D. Employees shall be paid \$1.00 more than the rate of Construction Equipment Operator for all hours operating the bucket truck, as long they are approved to operate it per section 3(A) above.

8. **Article VI – Vacation With Pay – Section C – Vacation Period** shall be amended as follows:

C. In order to have the Town run properly, the garages are to remain open all year, ~~(except for the Recreation Department employees who must take their vacation between October 1 and April 30. Recreation Employees may take vacation between May 1 and September 30 at the discretion of the Recreation Superintendent);~~ therefore, vacation shall be scheduled so that not more than twenty (20%) percent of the personnel

in a Department shall be on vacation at any one time. Any employee covered by this contract, except for the Recreation Department employees, must, by April 15th of any year, submit their vacation requests to their department head. ~~Employees of the Recreation Department may only carry over until April 30 of the following year any vacation earned in the current year, but must take the carry over vacation by April 30.~~ Employees may elect to apply a maximum of ten (10) unused vacation days at the end of a calendar year to such Employee's sick time.

9. **Article VII – Leaves With Pay – Section 1 – Sick Leave** shall be amended as follows, with the remaining subsections re-lettered to reflect the new Subsection B:

A. An employee shall earn one (1) sick day per month for a total of twelve (12) sick days per year with pay. Except in an emergency and with the approval of the department head, employees may receive up to twelve (12) sick days without the provision that (1) sick day per month apply. An employee may accumulate up to ~~one hundred twenty-five (125)~~ one hundred sixty-five (165) days of sick leave. When an employee, because of sickness, disability or pregnancy, is required to remain away from his/her employment beyond his/her total accrued sick leave, the Department Head in his/her judgement may petition the Town Board that additional sick leave with pay be granted, due to consideration being given to the employee's service prior thereto. However, in no case shall sick leave with pay be granted to any such person in excess of one hundred sixty-five(165) days in any calendar year. Permanent part-time, temporary and seasonal employees are not entitled to compensation for such absence.

B. Any employee with over 160 hours (20 days) of accumulated sick time may elect to be paid for unused sick time at the end of each calendar year. Such payment will be for the accumulated time during that year only and will be paid at their current

rate of pay, payment shall be made by separate check. The election for payment must be made no later than December 31st of the current year.

[...]

E. Upon retirement, employees may elect to use up to ~~one hundred twenty five (125)~~ one hundred sixty-five (165) days of accumulated sick leave to be applied for the benefits set forth in Section 41-j of the New York State Employee’s Retirement System (N.Y.S.E.R.S.)

10. **Article VIII – Hospitalization and Pension – Section 1 – Hospitalization** shall be amended to reflect the following changes:

The Town shall continue the present hospitalization plan and NYSHIP Empire Plan or comparable plan for the duration of this Agreement. Upon ratification, health insurance contributions shall be as follows:

- (a) 100% Town 0% Employee for personnel hired on or before December 31, 2011.
- (b) 85% Town, 15% Employee for personnel hired on or after January 1, 2012.
- (c) 80% Town, 20% Employee for personnel hired after ratification of contract.

11. **Article VIII – Hospitalization and Pension – Section 4 – Welfare Fund** shall be amended as follows:

A. The Town shall contribute to the Employee Welfare Fund, on a quarterly basis, in the amount set forth below:

Employees with Dependents	\$209.00	<u>\$259.00</u>
Employees without Dependents	\$200.00	<u>\$250.00</u>

B. The Union will furnish to the Town on March 1st, ~~if requested by the Town,~~ a letter from the Union Treasurer qualifying the disbursement and disposition of the welfare funds.

12. **Article IX – Reciprocal Rights – Section 3 – Town’s Obligation – Subsection D – Promotional Opportunities** shall be replaced with the following:

D. Promotional Opportunities

a. All job and promotional opportunities and job openings shall be conspicuously posted in all Departments within the Bargaining Unit for at least five (5) calendar days on bulletin boards readily accessible to all employees, prior to examination or filling of the positions, except for filling positions on a temporary basis.

b. Promotional opportunities within the Town will require first preference to be given to qualified employees within the department where the vacancy exists, and second preference to qualified employees within other departments in the Bargaining Unit in the Town, before individuals outside Town government are hired.

The Department Head shall consider the employee’s seniority, job performance, job evaluations, attendance, experience, and/or formal or informal education as they are related to the needs of the department in making promotional determinations.

When there are two or more applicants from the same department, and where the job performance, job evaluations, attendance, experience and/or formal or informal education as they are related to the needs of the department are relatively equal, prior to the implementation of the appointment, qualified candidates being considered for such appointment will be given notice by the Department Head.

Such candidate will have a five (5) workday period after notice to provide the Human Resource Officer with specific reasons why they believe they should

be the choice of the Department Head based on the factors outlined in the paragraph above.

13. **Article IX – Reciprocal Rights – Section 10** shall be amended as follows:

Mechanics are required to provide their own tools, except that the Town shall provide a reimbursement of up to three hundred (\$300.00) ~~One Hundred (\$100.00)~~ dollars annually for the purchase of tools upon submission of receipt(s). Special tools or equipment required to work on Town vehicles or equipment shall be provided by the Town.

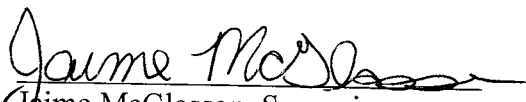
14. The Classifications in **Schedule “A”** shall be amended as follows:

The title of “General Foreman” shall be replaced with the title “Crew Chief II.” The Sanitation Supervising Crew Chief shall be retitled to Crew Chief, comparable to the Lake Carmel Crew Chief.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___th day of March, 2024.

TOWN OF KENT

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: 
Jaime McGlasson, Supervisor

By: _____
Louis A. Picani
President and Principal Officer

By: _____

By: _____

By: _____



VIA EMAIL: jmcglasson@townofkentny.gov

March 8, 2024

Jaime McGlasson, Town Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512

**RE: 208442 / Kent Landfill / VERIZON WIRELESS (the "Customer") / 14541402 (the "Project")
Communications Facility located at 146 Ressique Street, Carmel Hamlet, NY 10512 (the "Site")
Request for Consent & Authorization**

Dear Landlord:

American Tower has authorized Tower Alliance LLC to obtain consents, on American Tower's behalf, from landlords when required under the ground agreement. Pursuant to the ground agreement for the above-referenced Site, we are requesting your consent of Customer's proposed modifications. This consent shall apply to any alteration or tower modification related to the Project.

American Tower will continue to be responsible for performance of all obligations under the ground agreement. Please acknowledge your approval by signing in the space provided below. If you have any questions, please do not hesitate to contact me. Please return this letter immediately to the address listed below.

Sincerely,

Jessica Garcia
Land Rights Specialist
Tower Alliance, LLC, an authorized vendor of American Towers LLC, its subsidiaries and affiliates
JGarcia@toweralliancellc.com
(754) 354-0030 x0030

Approval and Authorization

I, an authorized party, consent to the activity as referenced above at the Site and authorize the Customer and/or its agent, to apply for all necessary zoning and permitting approvals as may be required for the activity and/or installation and acknowledge and agree that Customer, American Tower, and/or their agents shall have no further obligations to obtain consents or approvals, or provide notice, from the undersigned with regard to the Project.

Signature: _____

Date: _____

Print Name: _____

Title: _____

22. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH VERIZON REP TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF ALL REQUIRED EQUIPMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR THE PERMITS AND APPROVALS.

23. CONTRACTOR SHALL INSTALL ALL SITE BIRDSHAWK IN ACCORDANCE WITH VERIZON SPECIFICATIONS AND REQUIREMENTS.

24. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO VERIZON FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

25. ALL EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND LOCATED ACCORDING TO VERIZON SPECIFICATIONS AND AS SHOWN IN THESE PLANS.

26. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL THE CONSTRUCTION OPERATIONS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

27. CONTRACTOR SHALL NOTIFY VERIZON REP A MINIMUM OF 48 HOURS IN ADVANCE OF ANY WORK THAT MAY AFFECT VERIZON'S OPERATIONS OR UTILITIES. CONDITIONS OF WORK SHALL BE MET PRIOR TO ANY WORK BEING PERFORMED. VERIZON'S APPROVAL IS REQUIRED FOR ANY WORK THAT MAY AFFECT VERIZON'S OPERATIONS OR UTILITIES. CONDITIONS OF WORK SHALL BE MET PRIOR TO ANY WORK BEING PERFORMED.

28. WHEN THE PROJECT LOCUS REQUIRES THE USE OF THE SAFETY CLIMB, THE GENERAL CONTRACTOR SHALL OBTAIN THE SAFETY CLIMB IN THE FORM OF A LETTER FROM THE MANUFACTURER OR TRAVEL BY ANY INSTALLED CUSTOMER EQUIPMENT. IS VIRTUALLY AT ALL CALL GUIDE LOCATIONS UPON PROJECT COMPLETION.

29. COMPLETION OF PROJECT SHALL NOT OBSTRUCT TRAMP LOOSEN, OR OTHERWISE BE A SAFETY CLIMB.

30. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY INCLUDING COMPLIANCE WITH ALL APPLICABLE OSHA STANDARDS AND RECOMMENDATIONS AND SHALL PROVIDE ALL NECESSARY SAFETY EQUIPMENT AND MATERIALS SUCH AS WELDING AND FIRE PREVENTION, TEMPORARY SHORING, SCAFFOLDING, FRENCH BOXES/SLOPING, BARRIERS, ETC.

31. THE CONTRACTOR SHALL PROTECT AT HIS OWN EXPENSE, ALL EXISTING FACILITIES AND EQUIPMENT FROM DAMAGE OR INJURY DURING THE CONSTRUCTION PERIOD. ANY DAMAGE TO EXISTING FACILITIES OR EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR OR HIS REPRESENTATIVE, EITHER TO THE EXISTING WORK, OR TO HIS OWN EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FACILITIES AND EQUIPMENT.

32. ALL WORK SHALL BE INSTALLED IN A FIRST CLASS, NEAT AND WORKMANLIKE MANNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF WORKMANSHIP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF WORKMANSHIP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF WORKMANSHIP.

33. IN ORDER TO ESTABLISH STANDARDS OF QUALITY AND PERFORMANCE, ALL TYPES OF MATERIALS AND EQUIPMENT TO BE USED SHALL BE PROVIDED BY THE MANUFACTURER. ALL MATERIALS AND EQUIPMENT SHALL BE PROVIDED BY THE MANUFACTURER.

34. VERIZON'S EQUIPMENT SHALL BE PROVIDED BY VERIZON. VERIZON'S EQUIPMENT SHALL BE PROVIDED BY VERIZON. VERIZON'S EQUIPMENT SHALL BE PROVIDED BY VERIZON.

35. VERIZON OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT THAT DOES NOT MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FACILITIES AND EQUIPMENT.

SPECIAL CONSTRUCTION ANTENNA INSTALLATION NOTES:

1. WORK INCLUDED:

A. ANTENNA AND COAXIAL/HYBRID CABLES ARE FURNISHED BY VERIZON UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA ACCESS AND ERECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL.

B. METAL ANTENNAS AS INDICATED ON DRAWINGS AND VERIZON SPECIFICATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE DRAWINGS.

C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.

D. INSTALL FURNISHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE.

E. INSTALL COAXIAL/HYBRID CABLES AND TERMINATING DEVICES. ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTIONS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL EXCESS OF ENTRY POINT LOCATION UNLESS OTHERWISE STATED.

ANTENNA AND COAXIAL/HYBRID CABLE BROADCASTING:

A. ALL EXTERIOR WEATHER COATING, WIRE TAPPING, CHANGING CONNECTIONS ARE TO BE WEATHER SEALED WITH W/PS CONNECTORSPACE WEATHERPROOFANT.

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR SHALL PROVIDE ALL MATERIALS FOR THE CONSTRUCTION OF THE ANTENNA AND COAXIAL/HYBRID CABLES.

2. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE ANTENNA AND COAXIAL/HYBRID CABLES. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE ANTENNA AND COAXIAL/HYBRID CABLES.

3. ALL WORK SHALL CONFORM TO ALL CURRENT APPLICABLE FEDERAL, STATE, AND LOCAL CODES, INCLUDING ASBESTOS, LEAD, AND COMPLIANCE WITH ATC CONSTRUCTION SPECIFICATIONS.

4. CONTRACTOR SHALL CONTACT LOCAL 311 FOR IDENTIFICATION OF UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED PERMITS AND APPROVALS.

6. ALL DIMENSIONS TO TOP AND ON EXISTING BUILDINGS, DAMAGED STRUCTURES, AND EQUIPMENT SHALL BE VERIFIED AND RECORDED BY CONTRACTOR WITH ALL DIMENSIONS TO BE RECORDED IN THE DRAWINGS.

7. DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS UNLESS APPROVED BY THE ARCHITECT/ENGINEER.

8. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS UNLESS OTHERWISE NOTED.

9. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

10. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS UNLESS OTHERWISE NOTED.

11. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS UNLESS OTHERWISE NOTED.

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23. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS UNLESS OTHERWISE NOTED.

24. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS UNLESS OTHERWISE NOTED.

25. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS UNLESS OTHERWISE NOTED.

26. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS UNLESS OTHERWISE NOTED.

27. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS UNLESS OTHERWISE NOTED.



THE USE AND PUBLICATION OF THESE DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. ANY REUSE, DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. NEITHER THE ARCHITECT NOR THE ENGINEER SHALL BE RESPONSIBLE FOR ANY CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND CONDITIONS UNLESS OTHERWISE NOTED. THE ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION.

REV.	DESCRIPTION	BY	DATE
01	FOR CONSTRUCTION	AP	2/15/2024

ATC SITE NUMBER: 208442
 ATC SITE NAME: KENT LANDFILL
 VERIZON SITE NAME: KENT HILLS 2_L
 SITE ADDRESS: 146 RESSOULE STREET, CARMEL HAVEN, NY 10912



Digitally Signed: 2024-02-15



ATC JOB NO: 14541402_00
 CUSTOMER ID: KENT HILLS 2_L
 CUSTOMER #: 590009885

GENERAL NOTES

SHEET NUMBER: G-002
 REVISION: 0

ALL DISCREPANCIES FROM WHAT IS SHOWN ON THESE CONSTRUCTION DRAWINGS SHALL BE COMMUNICATED TO ATC PRIOR TO COMMENCING WORK. FAILURE TO COMMUNICATE DIRECTLY WITH ATC ENGINEERING OR ANY CHANGES FROM THE DESIGN CONDUCTED WITHOUT PRIOR APPROVAL FROM ATC ENGINEERING SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.



AMERICAN TOWER®
A.T. ENGINEERING SERVICES, PLLC
 1 FENTON MAIN
 SUITE 300
 CANTON, NY 14511
 PHONE: (315) 484-4112
 FAX: (315) 484-4112
 #0012746


THE USE AND PUBLICATION OF THESE DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. ANY REVISIONS OR DISCREPANCIES SHALL BE THE RESPONSIBILITY OF THE ARCHITECT OR ENGINEER. NEITHER THE ARCHITECT NOR THE ENGINEER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO THE ISSUANCE OF ANY DISCREPANCIES. ANY WORK SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE LATEST VERSION.

REV.	DESCRIPTION	BY	DATE
01	FOR CONSTRUCTION	AP	2/15/2024

ATC SITE NUMBER: 208442
 ATC SITE NAME: KENT LANDFILL
 VERIZON SITE NAME: KENT HILLS 2_L
 SITE ADDRESS: 146 RESSIQUE STREET
 CARMEL HAMLET, NY 10512

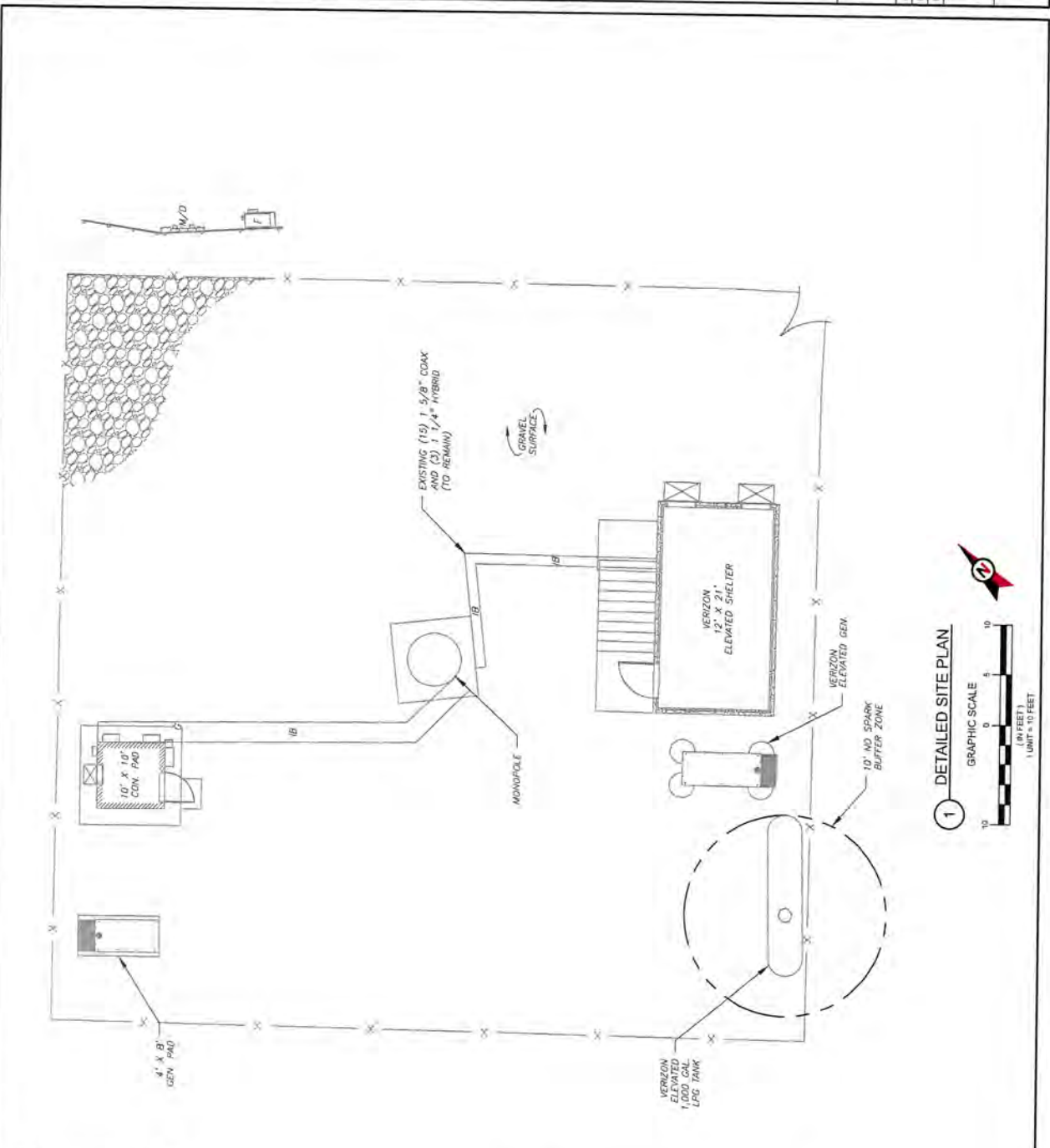


Digitally Signed: 2024-02-15



ATC JOB NO: 1451402_G9
 CUSTOMER ID: KENT HILLS 2_L
 CUSTOMER #: 5009008853

DETAILED SITE PLAN	
SHEET NUMBER: C-101	REVISION: 0



- SITE PLAN NOTES:**
- THIS SITE PLAN REPRESENTS THE BEST PRESENT INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
 - ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND UTILITIES ON THIS PLAN, BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT. CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE AISC SPECIFICATIONS.
 - NO ELECTRICAL SCOPE IS INCLUDED IN THIS PROJECT.

LEGEND

⊗	ATS	GROUNDING TEST WELL
B	AUTOMATIC TRANSFER SWITCH	
CSC	BOLLARD	
D	CELL SITE CABINET	
E	DISCONNECT	
F	ELECTRICAL	
G	FIBER	
GEN	GENERATOR	
HH, V	GENERATOR RECEPTACLE	
ICE BRIDGE	HAND HOLE, VAULT	
ILC	ICE BRIDGE	
M	METROX BOX	
PP	METER	
T	METERING CONTROL	
TRN	PULL BOX	
	POWER POLE	
	TELCO	
	TRANSFORMER	
	CHAINLINK FENCE	



1 DETAILED SITE PLAN



AMERICAN TOWER
A.T. ENGINEERING SERVICES, PLLC
1 FENTON MAIN
SUITE 300
CANTON, NY 14411
PHONE: (919) 468-0112
#00132746


THE USE AND PUBLICATION OF THESE DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. ANY DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS PROHIBITED. THE ARCHITECT AND THE ENGINEER, UNDER THE ARCHITECT'S SUPERVISION, SHALL VERIFY THE ACCURACY OF THE INFORMATION PROVIDED TO THEM BY THE CONTRACTOR(S) AND THE ARCHITECT'S CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE AND CARRIER OF ANY DISCREPANCY, ANY PROOF OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION.

REV.	DESCRIPTION	BY	DATE
01	FOR CONSTRUCTION	AP	2/15/2024

ATC SITE NUMBER:
208442
ATC SITE NAME:
KENT LANDFILL
VERIZON SITE NAME:
KENT HILLS 2_L
SITE ADDRESS:
146 RESSIQUE STREET
CARMEL HARBOR, NY 10512



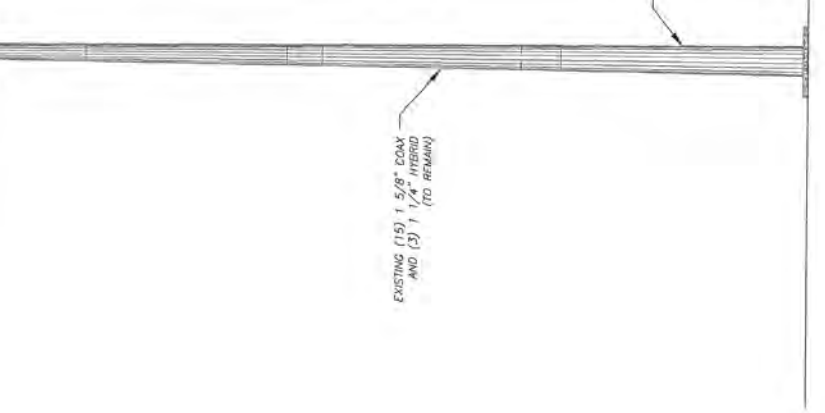
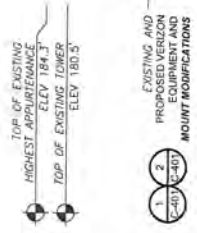
Digitally Signed: 2024-02-15



ATC JOB NO.: 14541402_00
CUSTOMER ID: KENT HILLS 2_L
CUSTOMER #: 500009863

TOWER ELEVATION	
SHEET NUMBER: C-201	REVISION: 0

PER MOUNT ANALYSIS COMPLETED BY NETWORK BUILDING + CONSULTING, DATED 10/26/23, THE EXISTING MOUNT MUST BE MODIFIED TO ADEQUATELY SUPPORT THE PROPOSED VERIZON ANTENNA. THE MODIFICATION BEING THE ADDITION OF AN ANTENNA BE DETAILED AT THE END OF THIS PLAN SET. MUST BE INSTALLED PRIOR TO THE INSTALLATION OF THE PROPOSED ANTENNAS AND OTHER EQUIPMENT.



TOWER NOTE:
1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM WITH THE PROJECT MANAGER THAT THEY HAVE THE MOST RECENT VERSION OF THE STRUCTURAL ANALYSIS BEFORE COMMENCING CONSTRUCTION. ALL ANTENNAS, APPURTENANCES, MOUNTS, AND ANTENNAS ARE SHOWN BASED ON THE STRUCTURAL ANALYSIS. WHERE APPLICABLE, ALL NEW ANTENNAS, EQUIPMENT, MOUNTS, CABLING, ETC. SHALL BE INSTALLED IN ACCORDANCE WITH FAA JURISDICTION AND/OR OTHER LOCAL REQUIREMENTS.
2. TOWER ELEVATION DEPICTION MAY NOT REFLECT THE EXISTING STRUCTURE. STRUCTURAL ANALYSIS, REFER TO PROJECT ANALYSIS FOR FULL TOWER LOADING.

1 TOWER ELEVATION
SCALE: N.T.S.



AMERICAN TOWER
A.T. ENGINEERING SERVICES, PLLC
1 FENTON MAIN
SUITE 300
CANTON, NY 14020
PHONE: (919) 468-0112
#0012746

THE USE AND PUBLICATION OF THESE DRAWINGS SHALL BE LIMITED TO THE ORIGINAL SITE FOR WHICH THEY WERE DESIGNED. ANY DISCLOSURE OF THESE DRAWINGS TO ANY OTHER PARTY OR TO ANY OTHER TOWER OR TO ANY OTHER CARRIER TO AMERICAN TOWER OR THE SPECIFIED CARRIER SHALL BE PROHIBITED. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY STRUCTURE OR EQUIPMENT. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO THE ISSUANCE OF THIS DRAWING. ANY DISCREPANCY OR CONFLICT BETWEEN THIS DRAWING AND THE LATEST VERSION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	AP	2/15/2024

ATC SITE NUMBER: 208442
ATC SITE NAME: KENT LANDFILL
VERIZON SITE NAME: KENT HILLS 2_L
SITE ADDRESS: 146 RESIQUE STREET
CARMEL HAVEN, NY 10512



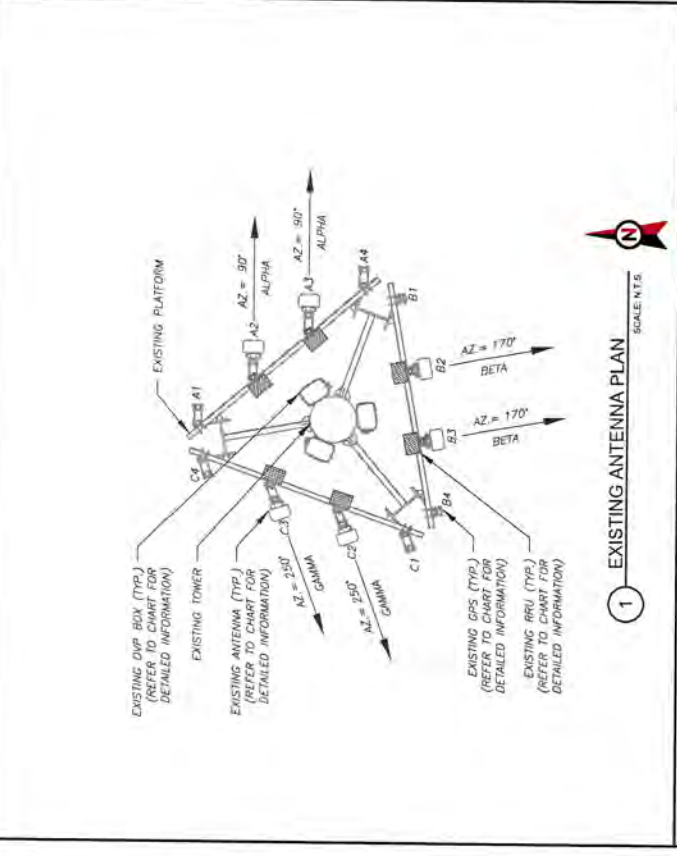
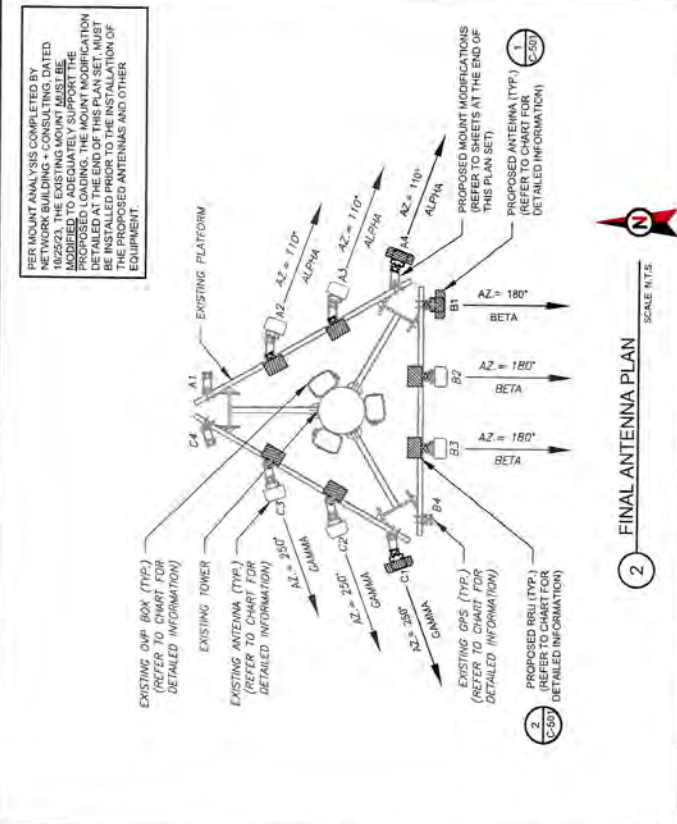
Digitally Signed: 2024-02-15



ATC JOB NO: 14541402_00
CUSTOMER ID: KENT HILLS 2_L
CUSTOMER #: 500000863

ANTENNA INFORMATION & SCHEDULE

SHEET NUMBER: C-401
REVISION: 0



FINAL ANTENNA SCHEDULE

SECTOR	RAD	AZ	POS	ANTENNA	BAND	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS
ALPHA	178°	110°	A1					
			A2	NHH-65A-R2B	700/850/1900/AWS	RMW	RF4481D-13A	ADD
			A3	NHH-65A-R2B	700/850/1900/AWS	RMW	RF4490-25A	ADD
			A4	MT8413-77A L-SUB88 CBBIS		ADD		
BETA	178°	180°	B1					
			B2	NHH-65A-R2B	700/850/1900/AWS	RMW	GPS-TMC-26N RF4481D-13A	ADD
			B3	NHH-65A-R2B	700/850/1900/AWS	RMW	GPS-TMC-26N RF4490-25A	ADD
			B4	MT8413-77A L-SUB88 CBBIS		ADD		
GAMMA	178°	250°	C1					
			C2	NHH-65A-R2B	700/850/1900/AWS	RMW	RF4481D-13A	ADD
			C3	NHH-65A-R2B	700/850/1900/AWS	RMW	RF4490-25A	ADD
			C4	MT8413-77A L-SUB88 CBBIS		ADD		

EXISTING ANTENNA SCHEDULE

SECTOR	RAD	AZ	POS	ANTENNA	BAND	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS
ALPHA	178°	90°	A1					
			A2	NHH-65A-R2B	700/850/1900/AWS	RMW	AH8CC	
			A3	NHH-65A-R2B	700/850/1900/AWS	RMW	AH7C	
			A4					
BETA	178°	170°	B1					
			B2	NHH-65A-R2B	700/850/1900/AWS	RMW	GPS-TMC-26N AH8CC	
			B3	NHH-65A-R2B	700/850/1900/AWS	RMW	GPS-TMC-26N AH7C	
			B4					
GAMMA	178°	180°	C1					
			C2	NHH-65A-R2B	700/850/1900/AWS	RMW	AH8CC	
			C3	NHH-65A-R2B	700/850/1900/AWS	RMW	AH7C	
			C4					

FINAL FIBER DISTRIBUTION / OVP BOX

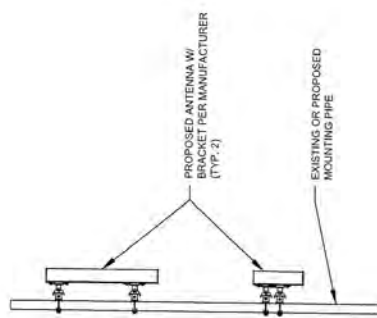
MODEL NUMBER	STATUS	FINAL CABLEING SUMMARY
(3) RXXDC-3315-PF-48	RMW	(15) 1 5/8" CDAY AND (3) 1 1/4" HYBRID

EQUIPMENT SCHEDULES

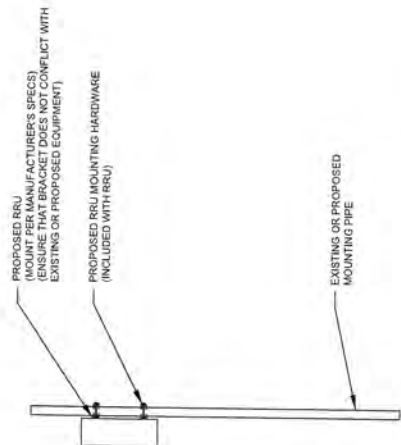
EXISTING FIBER DISTRIBUTION / OVP BOX	EXISTING CABLEING SUMMARY
(3) RXXDC-3315-PF-48	(15) 1 5/8" CDAY AND (3) 1 1/4" HYBRID

NOTES:
1. GO TO VERIFY THE FINAL RFDS CONSTRUCTION DRAWINGS. GO TO NOTIFY ATC PM OF ANY DISCREPANCY PRIOR TO INSTALLATION.
2. GO TO CAP ALL UNUSED PORTS.
3. GO TO CONFIRM SPACING OF ANTENNAS TO AVOID CAUSE TOWER CONFLICTS. NOR IMPEDE TOWER CLIMBING PEGS.
STATUS ABBREVIATIONS:
RMW TO BE REMOVED
REL: TO BE RELOCATED
ADD: TO BE ADDED
CABLE LENGTHS FOR JUMPEES:
JUNCTION BOX TO RRU: 15'
RRU TO ANTENNA: 10'

EXISTING PROPOSED MOUNTS AND/OR MOUNT MODIFICATIONS NOT SHOWN FOR CLARITY. REFER TO ANTENNA PLANS, MOUNT ANALYSES AND/OR MOUNT MODIFICATION DOCUMENTS FOR ADDITIONAL DETAIL.



1 PROPOSED 5G ANTENNA MOUNTING DETAIL - TYPICAL
SCALE N.T.S.



2 PROPOSED RRU MOUNTING DETAIL - TYPICAL
SCALE N.T.S.

AMERICAN TOWER®
A.T. ENGINEERING SERVICES, PLLC
1 FENTON MAIN
SUITE 300
CARY, NC 27511
PHONE: 919-495-9112
FAX: 919-495-1244

THE USE AND PUBLICATION OF THESE DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. ANY REUSE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. NEITHER THE ARCHITECT NOR ENGINEER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND MATERIALS FOR THE TOWER OR THE SPECIFIED CARRIER OF ANY CONSTRUCTION PRIOR TO THE ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION.

REV.	DESCRIPTION	BY	DATE
01	FOR CONSTRUCTION	AP	2/15/2024

ATC SITE NUMBER:
208442
ATC SITE NAME:
KENT LANDFILL
VERIZON SITE NAME:
KENT HILLS 2_L
SITE ADDRESS:
148 RESIQUE STREET
CARMEL HAMLET, NY 10512

SEAL

Digitally Signed: 2024-02-15

verizon

ATC JOB NO.: 14541402_50
CUSTOMER ID: KENT HILLS 2_L
CUSTOMER #: 500009863

CONSTRUCTION DETAILS	
SHEET NUMBER: C-501	REVISION: 0



AMERICAN TOWER
A.T. ENGINEERING SERVICES, PLLC
 1 FENTON MAIN
 SUITE 300
 CLARKSON, NY 12521
 PHONE: (518) 228-4112
 FAX: (518) 228-4112

THE USE AND PUBLICATION OF THESE DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND NO DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS TO BE MADE WITHOUT THE WRITTEN PERMISSION OF AMERICAN TOWER. NEITHER THE ARCHITECT NOR THE ENGINEER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND CONDITIONS OF THE WORK AND THE CARRIER OF ANY DISCREPANCIES IN THE SPECIFIED DIMENSIONS AND CONDITIONS OF THE WORK. THE ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION.

REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	AP	2/15/2024
1			
2			
3			

ATC SITE NUMBER:
208442
 ATC SITE NAME:
KENT LANDFILL
 VERIZON SITE NAME:
KENT HILLS 2_L
 SITE ADDRESS:
146 RESSIQUE STREET
CARMEL HAVEN, NY 10512



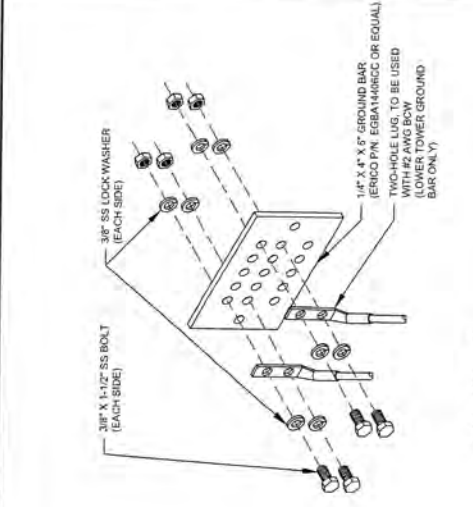
Digitally Signed: 2024-02-15



ATC JOB NO: 14541402_G0
 CUSTOMER ID: KENT HILLS 2_L
 CUSTOMER #: 500009863

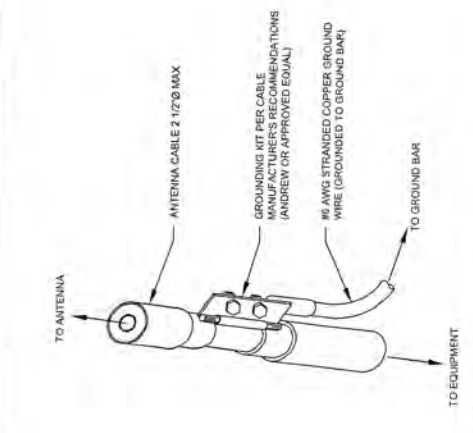
GROUNDING DETAILS

SHEET NUMBER:	E-501	REVISION:	0
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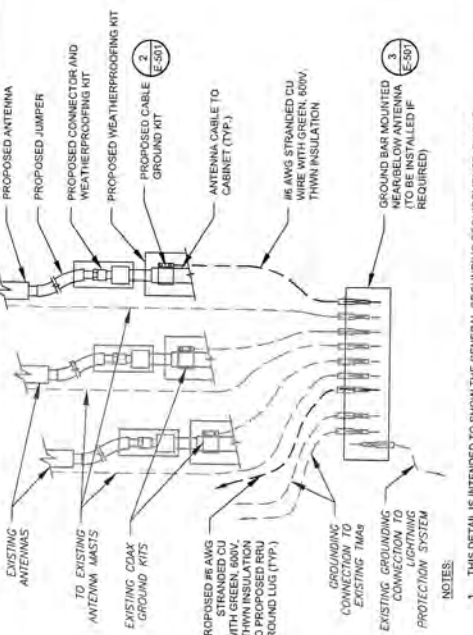
1 TYPICAL ANTENNA GROUNDING DIAGRAM
SCALE: N.T.S.

NOTES:
 1. THIS DETAIL IS INTENDED TO SHOW THE GENERAL GROUNDING REQUIREMENTS. SLIGHT VARIATIONS MAY BE NECESSARY BASED ON EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL MAKE FIELD ADJUSTMENTS AS NEEDED AND INFORM THE CONSTRUCTION MANAGER OF ANY CONFLICTS.
 2. SITE GROUNDING SHALL COMPLY WITH VERIZON GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH VERIZON GROUNDING CHECKLIST, LATEST VERSION, WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.



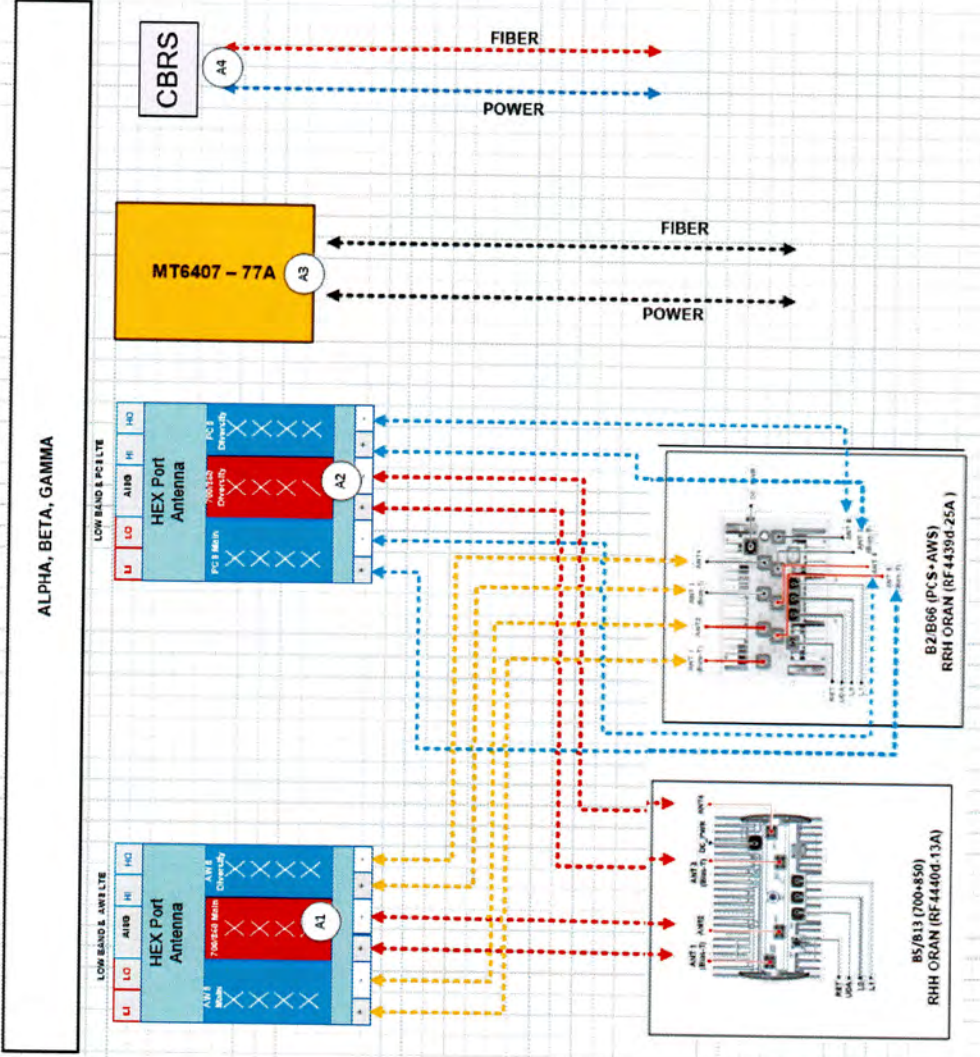
2 CABLE GROUND KIT CONNECTION DETAIL
SCALE: N.T.S.

GROUND KIT NOTES:
 1. ANTENNA CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
 2. CONTRACTOR SHALL PROVIDE WEATHERPROOFING KIT (ANDREW PART NUMBER 221213) AND INSTALL TAPE PER MANUFACTURER'S SPECIFICATIONS.



3 TOWER GROUND BAR DETAIL
SCALE: N.T.S.

GROUND BAR NOTES:
 1. GROUND BAR KITS COME WITH ALL HARDWARE, NUTS, BOLTS, WASHERS, ETC. EXCEPT THE STRUCTURAL MOUNTING MEMBER(S).
 2. GROUND BAR TO BE BONDED DIRECTLY TO TOWER.



ALPHA, BETA, GAMMA

NOTE: THIS SHEET WAS CREATED BY OTHERS AND IS PROVIDED AS IS. THE CONTRACTOR IS TO CHECK WITH THE VERIZON CM TO ENSURE THIS IS THE MOST RECENT VERSION OF THE RFDS.

1 RFDS EQUIPMENT SUMMARY

SUPPLEMENTAL	
SHEET NUMBER R-604	REVISION 0



Network Building + Consulting, LLC
1777 Searcy Parkway W, Suite 400
Blue Bell, PA 19522
(281) 460-0122
NBC_SmartFoot@nbclic.com

Post-Modification Antenna Mount Analysis Report and PMI Requirements

Mount ReAnalysis-VZW
SMART Tool Project #: 10212696
NB+C Project #: 100895
October 25, 2023

Site Information
Site ID: 500009853-VZW / KENT HILLS 2-L
Site Name: KENT HILLS 2-L
Carrier Name: Verizon Wireless
Address: 146 Rensselaire Rd
Carmel, New York 10512
Putnam County
Latitude: 41.503603
Longitude: -73.712472

Structure Information
Tower Type: 180-Fl Monopole
Mount Type: 12.50-Fl T-Arms
FUZE ID # 16245411

Analysis Results
T-Arms: 63.8% Pass w/ Modifications*

*Antennas and equipment to be installed in compliance with PMI Requirements of this mount analysis.

**Contractor PMI Requirements
Included at the end of this MA report
Available & Submitted via portal at <https://pmi.vzwsmart.com>
For additional questions and support, please reach out to:
vzwpmisupport@nbclic.com

Report Prepared By: Robin Stryer, E.I.T.



Mount Post-Modification Analysis Report
(3) 12.50-Fl T-Arms

Site ID: 500009853-VZW / KENT HILLS 2-L
October 25, 2023
Page | 5

Analysis Results:

Component	Utilization %	Pass/Fail
Standoff Pipe	63.8 %	Pass
Standoff to Face	37.6 %	Pass
Face Horizontal	26.4 %	Pass
Mount Pipes	18.6 %	Pass
MOD_TR	48.2 %	Pass
GPS Pipe	0.6 %	Pass
Threaded Rods	18.4 %	Pass
Connection (Bolt)	34.5 %	Pass

Structure Rating - (Controlling Utilization of all Components)	63.8%
--	-------

Mount Steel (EPA)a per ANSI/TIA-222-H Section 2.6.11.2:

Ice Thickness (In)	Mount Pipes Excluded		Mount Pipes Included	
	Front (EPA)a (Sq. Ft.)	Side (EPA)a (Sq. Ft.)	Front (EPA)a (Sq. Ft.)	Side (EPA)a (Sq. Ft.)
0	26.8	24.9	38.2	36.3
0.5	36.3	38.5	55.8	51.3
1	48.2	49.5	72.0	65.5

Notes:
- (EPA)a values listed above may be used in the absence of more precise information
- (EPA)a values in the table above include 3 second(s).
- Ka factors included in (EPA)a calculations

Requirements:

The existing mounts will be SUFFICIENT for the final loading configuration (attachment 2) after the modifications detailed in attachment 3 are successfully completed.

ANSI/ASSP rigging plan review services compliant with the requirements of ANSI/TIA 322 are available for a Construction Class IV site or other, if required. Separate review fees will apply.

Attachments:


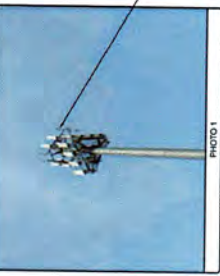



1. Contractor Required PMI Report Deliverables
2. Antenna Placement Diagrams
3. Mount Modification Drawings
4. Mount Photos
5. Desktop Mount Mapping Report (for reference only)
6. Analysis Calculations


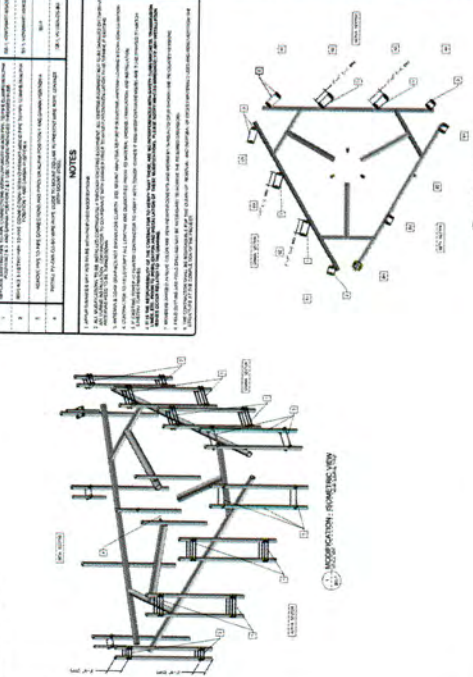
NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT. PLEASE REFERENCE THE MOUNT ANALYSIS REPORT FOR COMPLETE MOUNT ANALYSIS CALCULATIONS AND DETAILS. SUPPLEMENTAL PAGES INCLUDED IN THE CONSTRUCTION DRAWINGS ARE FOR REFERENCE ONLY. GENERAL CONTRACTORS TO VERIFY THEY HAVE THE MOST RECENT MOUNT ANALYSIS PRIOR TO CONSTRUCTION.

SUPPLEMENTAL

SHEET NUMBER: R-605
REVISION: 0

SUPPLEMENTAL	
SHEET NUMBER: R-607	REVISION: 0

NEC NATIONALLY COMMITTED	verizon	NAME: KYLE TULLY PHONE: 404-333-1000 FAX: 404-333-1000 ADDRESS: 1000 WILSON ROAD SUITE 100 ATLANTA, GA 30328 WWW.NEC.COM	NETWORKS CDMA GSM LTE 5G		ANTENNA MOUNT PHOTOS SS-2
PHOTO 1:  PHOTO 2:  PHOTO 3:  PHOTO 4: 					

NEC NATIONALLY COMMITTED	verizon	NAME: KYLE TULLY PHONE: 404-333-1000 FAX: 404-333-1000 ADDRESS: 1000 WILSON ROAD SUITE 100 ATLANTA, GA 30328 WWW.NEC.COM	NETWORKS CDMA GSM LTE 5G		ANTENNA MOUNT MODIFICATION DETAIL SS-1
<p>NOTES</p> <p>1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE ALTERNATE DIMENSIONS.</p> <p>2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p>					
					

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT. PLEASE REFERENCE THE MOUNT ANALYSIS REPORT FOR COMPLETE MOUNT ANALYSIS CALCULATIONS AND DETAILS. SUPPLEMENTAL PAGES INCLUDED IN THE INSTRUCTION DRAWINGS ARE FOR REFERENCE ONLY. GENERAL CONTRACTOR IS TO VERIFY THEY HAVE THE MOST RECENT MOUNT ANALYSIS PRIOR TO CONSTRUCTION.

Master Service Agreement

Customer Name ("Customer"): Town of Kent	Client # (if applicable): 1234
---	---------------------------------------

Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services selected by Customer under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine as individually identified below (the "Services"). This Master Services Agreement will apply to Services requested now or in the future by Customer. For each Service requested now or in the future by Customer, the fees and additional terms and conditions for the Service are set out in the applicable Statement of Work for the Service, which, when fully executed, is made a part of this Agreement. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect until terminated as provided in Section 12 of this Agreement.

Available LanguageLine Services:

On-demand interpretation 240+ languages 24/7/365, in seconds Via phone, video and mobile Click for On Demand Interpreting Services	LanguageLine InSight Video Interpreting® LanguageLine Phone SM Interpreting LanguageLine Mobile SM LanguageLine Direct Response Telehealth and Virtual Meetings
Face-to-face interpretation 130+ languages via onsite or video Click for Onsite Interpreting Services	Onsite Interpreting Virtual Onsite Interpreting
Translation and Localization 380+ languages Via human, machine translation, automation and other technologies Click for Translation Services	Translation Localization Transcription Clarity®
Testing and Training 57 languages Click for Testing & Training	Testing Training

Please note that by signing this Agreement, Customer is not agreeing to receive all of the above Service(s), but is only agreeing to receive the specific Service(s) that have been requested from its LanguageLine account executive and made a part of this Agreement in an applicable Statement of Work.

- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of LanguageLine) or (ii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services; or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer

Master Service Agreement

shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

4. **CONFIDENTIALITY AND PRIVACY.** The Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use the other's Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the UK Data Protection Act, (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record or monitor any interpretation calls except that some calls may be monitored for training and quality assurance purposes.
5. **LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. (b) EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO CUSTOMER BY LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Master Service Agreement

8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **PUBLICITY.** Customer agrees that LanguageLine may use Customer's name and/or corporate logo on LanguageLine's website and marketing materials and upon LanguageLine's reasonable request will provide a testimonial regarding LanguageLine's Services for use in LanguageLine's marketing of its Services.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.
11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
12. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b)(i) on thirty (30) days' written notice of breach if the other Party has not cured the breach in thirty (30) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in thirty (30) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of its receipt of the final invoice (the "30-day period"). Any disputed charges must be identified by Customer within the 30-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 30-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
13. **ADDITIONAL TERMS.**
 - (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
 - (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
 - (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
 - (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
 - (e) **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
 - (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting

Master Service Agreement

- by either Party.
- (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
 - (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
 - (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to Contracts@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
 - (j) **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- 14. ENTIRE AGREEMENT.** This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere

Master Service Agreement

Title:	Title: CFO
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Statement of Work

LanguageLine® PhoneSM Interpreting

Client Name ("Customer"): Town of Kent - OPI	Client # (if applicable):
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This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment Waived
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.99
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.99
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.99
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.99

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone.....\$4.50
 - 1Solution Dual Handset IP Phone \$12.50

Statement of Work

LanguageLine® PhoneSM Interpreting

- (c) Panasonic® Cordless Phone with Dual Handsets\$10.50
PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS. Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.
 - 1Solution Analog Dual Handset Phone\$60.00
 - 1Solution Dual Handset IP Phone \$150.00
 - Panasonic Cordless Phone with Dual Handsets.....\$85.00
 - Panasonic Headset.....\$25.00
 - Handsets.....\$10.00
 - Handset Splitters (price per unit).....\$6.00
 - Wall Splitters (price per unit).....\$6.00

2. OTHER FEES

- 2.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 2.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer.....\$1.75
- 2.3. OPTIONAL CUSTOMIZATIONS**
 - (a) Report configuration per hour\$250.00
 - (b) Report maintenance per month\$30.00
 - (c) Training assistance on site per day per training\$500.00
 - (d) Training materials development per hour\$179.00

Statement of Work

LanguageLine® PhoneSM Interpreting

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Jaime McGlasson

From: Lake Carmel Parks Clerk
Sent: Thursday, March 7, 2024 9:22 AM
To: Jaime McGlasson
Cc: Claudia Dworaczyk
Subject: Fw: 2024 Lake Management Proposal - Agenda Item
Attachments: lakecarmel 2024.pdf; Cutrine Ultra Label 2022.pdf; EarthtecLabel.pdf

Please add the attached lake management proposal for Lake Carmel from Life Inc. to the next agenda.

Thank you,

Heidi Link

Town of Kent

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

WINTER HOURS

Mon. & Tues: 8:00 am - 1:00 pm

Wed: Closed

Thurs. & Fri.: 8:00 am - 1:00 pm

Email: lcpdclerk@townofkentny.gov

Office: 845-306-5602

Fax: 845-225-5130



From: markroland@lifeincponds.com <markroland@lifeincponds.com>

Sent: Tuesday, March 5, 2024 2:13 PM

To: Jaime McGlasson <jmcglasson@townofkentny.gov>

Cc: Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>

Subject: FW: 2024 Lake Management Proposal

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!

Mark Roland
President LIFE Inc
19 Sandy Pines Blvd
Hopewell Jct., NY 12533
845-227-8805 Office
845-494-1359 Cell

845-227-0406 Fax
markroland@lifeincponds.com
www.lifeincponds.com

From: markroland@lifeincponds.com
Sent: Wednesday, December 6, 2023 2:09 PM
To: jmcglasson@townofkentny.gov
Cc: Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>
Subject: 2024 Lake Management Proposal
Importance: High

Good afternoon,

Please find attached the 2024 lake management proposal for your lake, along with the product labels.

We wish you a healthy and happy holiday season, and we look forward to working with you in the upcoming season once again.

Mark Roland
President LIFE Inc
19 Sandy Pines Blvd
Hopewell Jct., NY 12533
845-227-8805 Office
845-494-1359 Cell
845-227-0406 Fax
markroland@lifeincponds.com
www.lifeincponds.com



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

December 6, 2023

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

Re: Lake Carmel

Dear Town of Kent;

I want to thank you for the opportunity to provide a lake management proposal for Lake Carmel. I am aware that the major problem associated with the lake are Blue Green Algae Blooms. This problem can be controlled for the lake to be esthetically pleasing and usable. The following is an estimate for **Lake Carmel** for the 2024 summer season.

For the management of any algae bloom including a HAB (Harmful Algae Bloom); the lake should be treated with an **algaecide/cyanobactericide**. The two products that LIFE Inc is recommending for 2024 are Cutrine Ultra and Earth Tec; I have attached a copy of the manufacturer's 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: <i>Per Treatment</i>	
Labor and Product:	\$10,000.00
II. Earth Tec: <i>Per Treatment</i>	
Labor and Product:	\$9300.00
II: NYS DEC Pesticide Permit & Permit Preparation fees:	\$300.00
III: NYS Division of Water NPDES Permit fees:	\$110.00

LIFE Inc began using Earth Tec in 2022 at Mohegan Lake at the request of the Mohegan Lake Improvement District. Mohegan Lake has a long history of HAB blooms which has closed the lake to swimming many times during the past decade. LIFE Inc treated Mohegan lake with Earth Tec twice a month for the entire summer, beginning in May and continuing through September. We found Earth Tec to be an excellent algaecide/cyanobactericide. The product is slightly less expensive than Cutrine Ultra providing cost savings along with excellent control.

The price per treatment includes the required product, labor for the application and posting the 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 algaecide in a large lake.

Earth Tec is a Copper Sulfate product, per NYSDEC regulations, an application of a Copper Sulfate product into a water body requires a swimming restriction of 24 hours. The Lake would need to be closed for the entire day of treatment. Cutrine Ultra's label states that the water body may be used immediately after treatment. Once a treatment is completed, the water body may be used.

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.

If you decide to you use my firm for this work, please provide a letter of acceptance from the Town. Upon town approval, I will prepare the NYSDEC aquatic permit package for your signature.

It is imperative that at the first sign of the Blue Green Algae (HAB) that a treatment begins.

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

Sincerely,

Mark Roland

Mark Roland
President

CUTRINE®-ULTRA

1517.225

Classified for
"RESTRICTED USE"
in New York State
under 6NYCRR Part 326

ACCEPTED
FOR REGISTRATION

April 04, 2022

Doc. ID 580322

New York State Department
of Environmental Conservation
Division of Solid & Hazardous Materials
Pesticide Product Registration



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
(Mono CAS# 14215-52-2 and Tri CAS# 82027-59-6)*

OTHER INGREDIENTS:..... 27.8%
TOTAL..... 72.2%
..... 100.0%

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

**KEEP OUT OF REACH OF CHILDREN
MANTÉNGASE FUERA DEL ALCANCE DE LOS NIÑOS
DANGER / PELIGRO**

Refer to inside of label booklet for additional precautionary information and directions for use including *First Aid* and *Directions for Use*.

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.)

EPA Reg. No. 67690-98
EPA Est. No. 067690-NC-01

164179
FPL20170223

SePRO Corporation
11550 North Meridian Street, Suite 600 • Carmel, IN 46032, U.S.A.

Algaecide / Herbicide / Cyanobactericide

Net contents 2.5 gallons (9.46 Liters)

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 this product may be used as drinking water only after proper additional potable water treatments.

FIRST AID	
If in eyes:	<ul style="list-style-type: none">• 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:	<ul style="list-style-type: none">• 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:	<ul style="list-style-type: none"> • 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:	<ul style="list-style-type: none"> • 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 INFOTRAC at 1-800-535-5053 . For spill or cleanup information call INFOTRAC at 1-800-535-5053 .	
Note to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.	

ENVIRONMENTAL HAZARDS:

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.

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.

GENERAL INFORMATION

CUTRINE®-ULTRA 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 (*Prymnesium parvum*) and Diatoms (*Achnanthes*, *Chaetoceros*, & *Surirella*); **Filamentous** (mat-forming) forms such as *Spirogyra*, *Cladophora*, *Hydrodictyon*, *Vaucheria*, and *Lyngbya*, and attached, **Benthic** (bottom-growing) attached forms such as *Chara*, *Nitella* *Gleotrichia* and *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:

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.

Do not enter or allow others to enter until application of product has been completed in the area.

PRE-TREATMENT CONSIDERATIONS:

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.

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 -Cutrine®-Ultra Application Rate and determine gallons of product needed per Acre-foot corresponding to the desired PPM concentration determined in step #2.

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 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 this 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*					
		Depth in Feet					
Growth/Stage Relative Density	PPM Copper	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	7.2	9.6	12.0	14.4
Late Season High Density	0.9	2.7	5.4	8.1	10.8	13.5	16.2
	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 must not result in excess of 1.0 ppm copper concentration within treated water.

**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 this 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 this product drip rate on the chart below.

WATER FLOW RATE		CUTRINE-ULTRA DRIP RATE*		
C.F.S.	Gal/Min	Qts./Hr.	MI/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 the **HARVESTER™** used in this mixture.

OTHER TREATMENT FACTORS AND CONSIDERATIONS

The following suggestions apply to the use of this product as an algaecide 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 $\frac{1}{3}$ to $\frac{1}{2}$ of the water body at a time to avoid fish suffocation caused by oxygen depletion from decaying algae. (See **ENVIRONMENTAL HAZARDS**).

STORAGE & DISPOSAL:

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

PESTICIDE STORAGE: 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 32F.

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: Do not reuse container. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container $\frac{1}{4}$ 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.

NOTICE

Warranty Disclaimer:

This product conforms to the chemical description on the product label. Testing and research have also determined that this product is reasonably fit for the uses described on the product label. To the extent consistent with applicable law, Seller makes no other express or implied warranty of fitness or merchantability nor any other express or implied warranty and any such warranties are expressly disclaimed.

Misuse: Federal law prohibits the use of this product in a manner inconsistent with its label directions. To the extent consistent with applicable law, the buyer assumes responsibility for any adverse consequences if this product is not used according to its label directions. To the extent consistent with applicable law, in no case shall the seller be liable for any losses or damages resulting from the use, handling or application of this product in a manner inconsistent with its label.

For additional important labeling information regarding SePRO Corporation's Terms and Conditions of Use. Inherent Risks of Use and Limitation of Remedies, please visit <http://seprolabels.com/terms> or scan the image below.



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GUTRINE®-ULTRA

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 Ingredient

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

OTHER INGREDIENTS: 27.8%
TOTAL 72.2%
..... 100.0%

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

KEEP OUT OF REACH OF CHILDREN
MANTÉNGASE FUERA DEL ALCANCE DE LOS NIÑOS
DANGER / PELIGRO

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

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.

Refer to label booklet for additional Precautionary Statements and Directions for Use.

1517.225

FIRST AID	
IF IN EYES:	<ul style="list-style-type: none"> 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:	<ul style="list-style-type: none"> 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:	<ul style="list-style-type: none"> 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:	<ul style="list-style-type: none"> 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 **INFOTRAC** at **1-800-535-5053**. For spill or cleanup information call **INFOTRAC** at **1-800-535-5053**

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

EPA Reg. No. 67690-98
EPA Est. No. 67690-NC-01

164179
FPL20170223

SePRO Corporation
11550 North Meridian Street, Suite 600, Carmel IN 46032

Algaecide / Herbicide / Cyanobactericide

Net contents 2.5 gallons (9.46 Liters)



ACCEPTED

FOR REGISTRATION

August 24, 2022

New York State Department
of Environmental Conservation
Division of Materials Management
Pesticide Product Registration

DOC ID 582686

COPPER

GROUP

Not Classified

HERBICIDE



Algaecide/Nonpublic Health Bactericide

For Use in Impounded Waters; Lakes; Ponds; Lagoons; Wastewater Lagoons; Reservoirs; Livestock Watering Systems; Potable Water Supplies*; Sedimentation Basins; Ornamental Water Features or Fountains; and Equipment/Structures that deliver water directly to publicly owned water treatment facilities to include pipes, intake structures, gatehouses, screens, pumping stations, weirs, tanks, and penstocks.

For Use in Irrigation Conveyance Systems, Irrigation Reservoirs, Irrigation Canals, Ditches, and Chemigation Systems

For Control of Algae, Nonpublic Health Bacteria, Aquatic Weeds

For Use in Retention and Golf Course Ponds, Aquaculture Ponds, Biological Fishponds or Systems, Irrigation and Chemigation Systems, Ornamental Water Features and Fountains.

For Use in Aquaculture Ponds

*Water Destined to Be Used as Drinking Water - this water must receive additional and separate potable water treatment.

ACTIVE INGREDIENT

Copper Sulfate Pentahydrate**(CAS No. 7758-99-8).....19.8%

OTHER INGREDIENTS.....80.2%

Total.....100.0%

**Metallic Copper: 5%

This product weighs 9.91 lbs. per gallon (1.188 kg/L) and contains 0.493 lbs. elemental copper per gallon.

KEEP OUT OF REACH OF CHILDREN WARNING - AVISO

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

SEE LABEL BOOKLET FOR ADDITIONAL PRECAUTIONARY STATEMENTS



Certified to
NSF/ANSI CAN 60

MANUFACTURED BY:

Earth Science Laboratories, Inc.
903 N. 47th Street, Suite 105
Rogers, AR 72756
Phone: 800-257-9283

NET CONTENTS:

- 1 GALLON 30 GALLONS
- 2.5 GALLONS 55 GALLONS
- 275 GALLONS

EPA REGISTRATION NO.: 64962-1

EPA Establishment No.: 64962-NE-001

Batch No.:

0622

Classified for
"RESTRICTED USE"
in New York State
under 6NYCRR Part 326

FIRST AID

IF IN EYES:	Hold eye open and rinse slowly and gently with water for 15 to 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 SWALLOWED:	Call a 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 a poison control center or doctor. Do not give anything by mouth to an unconscious person.
IF ON SKIN OR CLOTHING:	Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.
Note to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact INFOTRAC 1-800-535-5053 for emergency medical treatment.	

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

WARNING

Causes substantial but temporary eye injury. Harmful if swallowed. Harmful if absorbed through skin. Do not get in eyes or on clothing. Avoid contact with skin. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

Personal Protective Equipment (PPE)

Mixers, loaders, applicators, and other handlers must wear the following:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves made of any waterproof material such as polyvinyl chloride \geq 14 mls, polyethylene or Viton \geq 14 mls
- Protective eyewear (goggles, face shield, or safety glasses)

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.

ENGINEERING CONTROLS

Pilots must use an enclosed cab that meets the definition listed in the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR 170.305).

USER SAFETY RECOMMENDATIONS

Users should:

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

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish and aquatic invertebrates. Waters treated with this product may be hazardous to aquatic organisms.

Fish Advisory Statement: This copper product is toxic to fish and aquatic organisms. Unlike most organic pesticides, copper is an element and will not break down in the environment and will therefore accumulate in sediment with repeated applications. Copper is a micronutrient, but its pesticidal application rate exceeds the amount of copper needed as a nutrient.

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 any requirement specific to your state and tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and the Worker Protection Standard, 40 CFR part 170. This standard contains requirements for the protection of agricultural workers on farms, forests, and nurseries, and loaders, applicators, and other 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 the label about personal protective equipment (PPE), restricted re-entry interval, and notification to workers.

Do not enter or allow worker entry into treated areas during the restricted entry interval of 48 hours.

PPE required for early entry into treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as soil or water is: coveralls, protective eyewear, chemical resistant gloves (i.e., gloves made of any waterproof material) and shoes plus socks.

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 plants on farms, forests, nurseries, or greenhouses. Do not allow re-entry into treated areas until sprays have dried.

RESISTANCE MANAGEMENT

BACTERICIDE USE

For resistance management, EarthTec contains a Group (Not Classified) bactericide. Any bacterial population may contain individuals naturally resistant to EarthTec and other Group (Not Classified) bactericides. A gradual or total loss of pest control may occur over time if these fungicides/bactericides are used repeatedly in the same fields. Appropriate resistance-management strategies should be followed.

To delay bactericide resistance, take one or more of the following steps:

- Rotate the use of EarthTec or other Group (Not Classified) bactericides within a growing season sequence with different groups that control the same pathogens.
- Use tank mixtures with bactericides from a different group that are equally effective on the target pest when such use is permitted. Use at least the minimum application rate as labeled by the manufacturer.
- Adopt an integrated disease management program for bactericide use that includes scouting, uses historical information related to pesticide use, and crop rotation, and which considers host plant resistance, impact of environmental conditions on disease development, disease thresholds, as well as cultural, biological, and other chemical control practices.
- Where possible, make use of predictive disease models to effectively time bactericide applications. Note that using predictive models alone is not sufficient to manage resistance.
- Monitor treated bacterial populations for resistance development.
- Contact your local extension specialist or certified crop advisor for any additional pesticide resistance-management and/or IPM recommendations for specific crops and pathogens.
- For further information or to report suspected resistance contact Earth Science Laboratories, Inc. at 800-257-9283. You can also contact your pesticide distributor or university extension specialist to report resistance.

AQUATIC USE

Water bodies or management units should be scouted prior to application to identify the weed species present and their growth stage to determine if the intended application will be effective. Water bodies or management units should be scouted after application to verify that the treatment was effective.

Suspected herbicide-resistant weeds may be identified by these indicators:

- Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
- A spreading patch of non-controlled plants of a particular weed species; and
- Surviving plants mixed with controlled individuals of the same species.

Report any incidence of non-performance of this product against a particular weed species to Earth Science Laboratories, Inc., their representative or call 800-257-9283. If resistance is suspected, treat weed escapes with an herbicide having a different mechanism of action and/or use non-chemical means to remove escapes, as practical, with the goal of preventing further reproduction.

Implement the Early Detection, Rapid Response practice and Maintenance Control by using the following practices where possible:

- Identify weeds present in a management unit through scouting or history of the water body and understand the biology of target species.
- Applications should target weeds when populations are small and there is low biomass, early in the season to maximize efficacy.
- Applications should be made so that the herbicide contacts the weed. Use the appropriate application method for the use site/weed/chemical combination.
- Weed escapes should not be allowed to go to seed or produce asexual vegetative propagules.

- Use a diversified approach toward weed management. Whenever possible incorporate multiple weed-control practices such as mechanical control, biological management practices, and rotation of MOAs.
- Time applications to have the highest probability for control and minimize need for follow-up control measures. Apply during conditions that minimize herbicide degradation (light/temperature/microbes) and/or dissipation (water exchange).

Contact your local sales representative, local water management agency, or extension agent to find out if suspected resistant weeds to this MOA have been found in your region. If resistant biotypes of target weeds have been reported, use the application rates of this product specified for your local conditions. Tank mix products so that there are multiple effective mechanisms of actions for each target weed.

SPRAY DRIFT

Aerial Applications:

- Do not release spray at a height greater than 10 ft. above the vegetative canopy or water, unless a greater application height is necessary for pilot safety.
- Applicators are required to use a medium or coarser droplet size (ASABE S572.1).
- Do not apply when wind speed exceeds 15 mph at the application site. If the windspeed is greater than 10 mph, the boom length must be 65% or less of the wingspan for fixed wing aircraft and 75% or less of the rotor diameter for helicopters. Otherwise, the boom length must be 75% or less of the wingspan for fixed-wing aircraft and 90% or less of the rotor diameter for helicopters.
- Applicators must use ½ swath displacement upwind at the downwind edge of the application area.
- Do not apply during temperature inversions.

Ground Boom Application:

- Apply with the spray release height recommended by the manufacturer, but no more than 4 feet above the ground or crop canopy.
- Applicators are required to use a medium or coarser droplet size (ASABE S572.1).
- Do not apply when wind speeds exceed 15 miles per hour at the application site.
- Do not apply during temperature inversions.

SPRAY DRIFT ADVISORIES

THE APPLICATOR IS RESPONSIBLE FOR AVOIDING OFF-SITE SPRAY DRIFT. BE AWARE OF NEARBY NON-TARGET SITES AND ENVIRONMENTAL CONDITIONS.

IMPORTANCE OF DROPLET SIZE

An effective way to reduce spray drift is to apply large droplets. Use the largest droplets that provide target pest control. While applying larger droplets will reduce spray drift, the potential for drift will be greater if applications are made improperly or under unfavorable environmental conditions.

Controlling Droplet Size - Ground Boom

- Volume - Increasing the spray volume so that larger droplets are produced will reduce spray drift. Use the highest practical spray volume for the application. If a greater spray volume is needed, consider using a nozzle with a higher flow rate.
- Pressure - Use the lowest spray pressure recommended for the nozzle to produce the target spray volume and droplet size.
- Spray Nozzle - Use a spray nozzle that is designed for the intended application. Consider using nozzles designed to reduce drift.

Controlling Droplet Size - Aircraft

- **Adjust Nozzles** - Follow nozzle manufacturers recommendations for setting up nozzles. Generally, to reduce fine droplets, nozzles should be oriented parallel with the airflow in flight.

BOOM HEIGHT - Ground Boom

Use the lowest boom height that is compatible with the spray nozzles that will provide uniform coverage. For ground equipment, the boom should remain level with the crop and have minimal bounce.

RELEASE HEIGHT - Aircraft

Higher release heights increase the potential for spray drift. When applying aerially to crops, do not release spray at a height greater than 10 ft. above the crop canopy, unless a greater application height is necessary for pilot safety.

SHIELDED SPRAYERS

Shielding the boom or individual nozzles can reduce spray drift. Consider using shielded sprayers. Verify that the shields are not interfering with the uniform deposition of the spray on the target area.

TEMPERATURE AND HUMIDITY

When making applications in hot and dry conditions, use larger droplets to reduce effects of evaporation.

TEMPERATURE INVERSIONS

Drift potential is high during a temperature inversion. Temperature inversions are characterized by increasing temperature with altitude and are common on nights with limited cloud cover and light to no wind. The presence of an inversion can be indicated by ground fog or by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing. Avoid applications during temperature inversions.

WIND

Drift potential generally increases with wind speed. **AVOID APPLICATIONS DURING GUSTY WIND CONDITIONS.**

Applicators need to be familiar with local wind patterns and terrain that could affect spray drift.

AQUATIC USE PRECAUTION

(excluding fountains and aquatic agriculture)

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 biomass. This oxygen loss can cause fish and invertebrate suffocation. To minimize this hazard, do not treat more than ½ of the water body and wait at least 14 days between treatments to avoid depletion of oxygen due to decaying vegetation (excluding water infrastructure and constructed conveyances such as drainage and irrigation canals, ditches and pipelines and aqueducts for drinking water or irrigation use). Begin treatment along the shore and proceed outward 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.

Application of algacides to high density blooms of cyanobacteria can result in the release of intracellular contents into the water. Some of these intracellular compounds are known mammalian hepato- and nervous system toxins. Therefore, to minimize the risk of toxin leakage, manage cyanobacteria effectively in order to avoid applying this product when blooms of toxin-producing cyanobacteria are present at high density. In situations where rapidly reproducing toxic algal species pose a public health threat to drinking or recreational water resources, applicators must receive authorization from applicable state, local or tribal water resources authorities to apply copper at intervals shorter than 14 days should the circumstance demand.

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. The application rates on this label are appropriate for water with pH values > 6.5 , DOC levels > 3.0 mg/L, and alkalinity greater than 50 mg/L. Avoid treating waters with pH values < 6.5 , DOC levels < 3.0 , and alkalinity less than 50 ppm (e.g., soft or acid waters), as trout and other sensitive species of fish may be killed under such conditions if present. Consult your state department of natural resources or fish and game agency before applying this product to public waters. Permits may be required before treating such waters.

APPLICATION AND HANDLING EQUIPMENT

Application, handling, or storage equipment **MUST** consist of fiberglass, PVC, polypropylene, Viton, corrosion resistant plastics or stainless steel. Never use mild steel, nylon, brass, or copper around EarthTec. Always rinse and clean equipment thoroughly each night with plenty of fresh, clean water.

PRODUCT INFORMATION

EarthTec is for use to control algae and to suppress nonpublic health bacteria, and bacteria that cause taste and odor problems in impounded waters, lakes, ponds, aquaculture ponds, lagoons, wastewater lagoons, reservoirs, livestock watering systems, potable water supplies*, sedimentation basins, ornamental water features or fountains, and equipment/structures that deliver water directly to publicly owned water treatment facilities to include pipes, intake structures, gatehouses, screens, pumping stations, weirs, tanks, and penstocks.

EarthTec has diffusional properties that move the ions through the water according to physical conditions. The product will stay soluble in the water until the ions are taken up by the algae or nonpublic health bacteria, or affected by physical properties.

EarthTec's proprietary formulation ensures that the active ingredient - metallic copper - is delivered in the form of the biologically available cupric ion, Cu^{++} . EarthTec is soluble and will quickly disperse.

EarthTec is for use to control algae in Swimming Areas, Farm, Industrial, Retention and Golf Course Ponds, Aquaculture Ponds, Biological Fishponds or Systems, Irrigation and Chemigation Systems

*Water Destined to Be Used as Drinking Water (this water must receive additional and separate potable water treatment)

APPLICATION INSTRUCTIONS

EarthTec may be applied throughout the year. For algae control, apply in the late spring or early summer when algae first appear. Apply based on the volume of water to be treated. The dose rates are variable and depend upon algae species, amount of algae present, water hardness, water temperature, turbidity, and flows. Preferably, the water should be clear with temperature above 60 degrees F (15.6 degrees C). Higher doses may be required for lower water temperatures, higher algae concentrations, and for hard waters. See **Specific Directions for Use** section.

Apply EarthTec through metering pump, subsurface hoses or from a properly equipped moving boat into the body of water. For best results disperse EarthTec evenly throughout the body of water on a sunny day when algae are near the surface. EarthTec is soluble and will quickly disperse.

When treating flowing waters, use a metering pump or similar means to apply a continuous dose so as to achieve a final dilution within the recommended range. See **Specific Directions for Use**.

EarthTec may be poured directly into ponds, small lakes, and reservoirs 3 acres or less in area. For larger bodies of water, of 3 acres or more, apply EarthTec at several points in the ponds, lakes, or reservoirs. Larger bodies of water may be treated with EarthTec by dragging a feeder hose behind a boat across the body of water or dispensing via conventional spray equipment mounted to a boat, helicopter, or airplane.

EarthTec will quickly diffuse throughout the water body in several hours; broad distribution of the product will speed dispersal and provide quicker control of algae. EarthTec may be applied to irrigation systems by a drip system or feeder pump according to the flow volume.

In regions where ponds freeze in winter, treatment should be done 6 to 8 weeks before expected freeze to prevent masses of decaying algae under an ice cover. Before treating bodies of water, consult proper state authorities such as the fisheries commission or conservation department to obtain any necessary permits.

Pre-Application Dose Determination

For algae and aquatic plant treatments, applicators should conduct initial dose determination tests simulating a full-scale treatment program to determine the minimum efficacious concentrations for eliminating the target species, unless an effective dose is already known for the given target pest population.

USE RATES

Direct Applications to Whole Water Bodies

Apply 0.33 to 1.3 gallons EarthTec (0.06 to 0.24 ppm metallic copper) [1 to 4 gallons EarthTec per million gallons water] per acre-foot per application. Increase as necessary to achieve control but do not exceed 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) [16.7 ppm EarthTec] in the treated water. If algae are present, use the higher labeled rate. Do not apply to more than one-half of the water body at a time. Stagger treatments at 14-day intervals. See **Specific Directions for Use** section for additional treatment instructions.

Restrictions:

- Do not apply more than 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) (16.7 ppm EarthTec) per application.
- Do not apply more than 44.5 gallons EarthTec (21.9 lbs. metallic copper) per acre-foot per year (8 applications per year at up to 1 ppm). This rate/frequency is calculated based on staggering the treatment of each half of the water body every 14 days (at a rate of 2.74 lbs. metallic copper per acre-foot = 1 ppm) for eight months (244 days).

Direct Application to Sections of a Waterbody (Water Management Units)

Apply 0.33 to 1.3 gallons EarthTec (0.06 to 0.24 ppm metallic copper) per acre-foot per application. Increase as necessary to achieve control but do not exceed 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) [16.7 ppm EarthTec] in the treated water. Applicators must wait at least 14 days before beginning retreatment. See **Specific Directions for Use** section for additional treatment instructions.

Restrictions:

- Do not apply more than 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) (16.7 ppm EarthTec) per application.
- Do not apply more than 94 gallons EarthTec (46.6 lbs. metallic copper) per acre-foot (16.7 ppm metallic copper) per year (17 applications per year at up to 1 ppm). This rate/frequency is calculated based on the maximum number of possible applications allowed based on a 14-day minimum (at a rate of 2.74 lbs. metallic copper per acre-foot = 1 ppm) retreatment interval for eight months (244 days). Do not apply more than 46.6 lbs. of metallic copper to a water management unit, regardless of the pest(s) targeted by applications.

Note: In situations where rapidly reproducing toxic algal species pose a public health threat to drinking or recreational water resources, applicators must receive authorization from applicable state, local or tribal water resources authorities to apply copper in excess of 46.6 lbs. of metallic copper per acre-foot per year for a single water management unit.

GALLONS OF EARTHTEC AND WATER

Gallons EarthTec	Gallons Water	Metallic Copper (ppm)
0.1 (0.4 quart or 0.8 pint)	6,000	1.0
0.25 (1 quart)	15,000	1.0
1	60,000	1.0
1.66	100,000	1.0
2.50	150,000	1.0
3.33	200,000	1.0
8.33	500,000	1.0
16.66	1,000,000	1.0

Example: To achieve 1.0 ppm of metallic copper, 1 gallon of EarthTec added to 60,000 gallons of water is equal to 1.0 ppm metallic copper. In order to attain 1.0 ppm of metallic copper in the treated water, the amount of EarthTec added to a water body is equal to the gallons of water being treated divided by 60,000 multiplied by 1 (see above). Use volumetric measurement devices that are calibrated in accordance with manufacturer specifications.

Use the following formulas for calculating water volume and flow rates:

- To calculate the volume of water, multiply the average depth by surface area. One acre foot equals 326,000 gallons.
- To calculate the gallons of water, multiply the volume in cubic feet times 7.5. One cubic foot per second of flow equals 27,000 gallons/hour.

See **Specific Directions for Use** section for additional treatment instructions.

Use higher dosages for Chara, Nitella and filamentous algae, and lower dosages for planktonic algae. If there is uncertainty about the dosage begin with the lower dosage and increase until control is achieved or until the maximum allowable level has been reached. See **Specific Directions for Use**. For use in controlling algae and cyanobacteria at all aquatic application sites do not exceed a concentration 1.0 ppm (equivalent to 16.7 ppm EarthTec) of metallic copper in the treated water.

For Use in Flowing Waters

For flowing waters use a metering pump to apply a continuous dose to achieve a final dilution not to exceed 1.0 ppm as metallic copper (16.7 gallons of EarthTec) per million gallons of water. Start with 1 to 4 gallons of EarthTec per million gallons of water (0.06 to 0.24 ppm metallic copper) and increase as necessary. A continuous maintenance dose of 0.6 to 2.0 gallons of EarthTec per million gallons water (0.036 to 0.12 ppm metallic copper) can be used to prevent further growth. Start treatment at the first sign of algae problems and stop treatment when algae no longer pose a nuisance. See **Specific Directions for Use** section for additional treatment instructions.

SPECIFIC DIRECTIONS FOR USE
TO CONTROL ALGAE, NONPUBLIC HEALTH BACTERIA AND BACTERIA
THAT CAUSE TASTE AND ODOR PROBLEMS

For Use in Irrigation Reservoirs, Impounded Waters, Lakes, Ponds, Lagoons, Reservoirs, Livestock Water Systems, Swimming Areas, Farm, Industrial, Retention and Golf Course Ponds, Aquaculture Ponds, Biological Fishponds or Systems, Potable Water Supplies*, Irrigation and Chemigation Systems, Sedimentation Basins, and Ornamental Water Features or Fountains.

For fish-bearing lakes, ponds, reservoirs, irrigation canals and other listed applications, apply at the rate of 1 quart of EarthTec per 250,000 gallons of water, or 1 gallon of EarthTec per 1,000,000 gallons of water for preventive treatment of algae and nonpublic health bacteria. This will yield a concentration of 0.06 ppm metallic copper. Increase as necessary to achieve control but do not exceed a resulting copper concentration of 1.0 ppm of metallic copper in the treated water. If algae are present, treat at the rate of 3 quarts of EarthTec per 250,000 gallons of water, or 3 gallons of EarthTec per 1,000,000 gallons of water. This will yield a concentration of 0.18 ppm metallic copper.

For applications without fish or for wastewater lagoons apply at the rate of up to 1 quart of EarthTec per 15,000 gallons of water, or 1 gallon of EarthTec per 60,000 gallons of water. This will yield a rate of 1.0 ppm metallic copper.

EarthTec may be poured into the water manually after calculating the volume of water to be treated and measuring the quantity EarthTec necessary to attain a concentration of 0.06 ppm or by using an automated dispenser calibrated to release the required amount. For best results disperse EarthTec evenly throughout the body of water on a sunny day when algae are near the surface.

In situations where rapidly reproducing toxic algal species pose a public health threat to drinking or recreational water resources, applicators must receive authorization from applicable state, local or tribal water resources authorities to apply copper in excess of 44.5 gallons EarthTec (21.9 lbs. of metallic copper) per acre-foot per year (8 applications per year at up to 1 ppm).

Restrictions:

- Do not apply more than 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) (16.7 ppm EarthTec) per application.
- When treating the whole water body, do not apply more than 44.5 gallons EarthTec (21.9 lbs. metallic copper) per acre-foot per year (8 applications per year at up to 1 ppm). This rate/frequency is calculated based on staggering the treatment of each half of the water body every 14 days (at a rate of 2.74 lbs. metallic copper per acre-foot = 1 ppm) for eight months (244 days).
- When treating sections of the water body (water management units) do not apply more than 94 gallons EarthTec (46.6 lbs. metallic copper) per acre-foot (16.7 ppm metallic copper) per year (17 applications per year at up to 1 ppm). This rate/frequency is calculated based on the maximum number of possible applications allowed based on a 14-day minimum (at a rate of 2.74 lbs. metallic copper per acre-foot = 1 ppm) retreatment interval for eight months (244 days). Do not apply more than 46.6 lbs. of metallic copper to a water management unit, regardless of the pest(s) targeted by applications.

For Use in Reservoirs, Potable Water Supplies*, Canals, Ditches, Aqueducts, and Equipment/Structures that deliver water directly to publicly owned water treatment facilities to include pipes, intake structures, gatehouses, screens, pumping stations, weirs, tanks, and penstocks

In flowing waters, make application using a metering pump to apply a continuous dose to achieve a final dilution not to exceed 5.5 gallons EarthTec (1.0 ppm metallic copper) per acre-foot (16.7 ppm EarthTec). Start with 1 to 4 ppm EarthTec (0.06 to 0.24 ppm metallic copper) and increase only as necessary. A continuous maintenance dose of 0.6 to 2.0 ppm EarthTec (yielding a metallic copper concentration of 36 to 120 ppb, or micrograms per liter) can be used to prevent further growth. Start treatment at the first sign of algae problems and stop treatment when algae no longer pose a nuisance.

***Water Destined to Be Used as Drinking Water** (this water must receive additional and separate potable water treatment.)

For Use in Open Channel Irrigation Conveyance Systems and Chemigation Systems, Ditches and Canals

To prevent algae growth using a static application method, apply 1 gallon of EarthTec to 1,000,000 gallons of water to yield a rate of 0.06 ppm metallic copper in the water. If algae are present, apply 16.6 gallons of EarthTec to 1,000,000 gallons of water to yield 1.0 ppm metallic copper. To prevent algae growth using continuous flow systems, a metered flow rate of 1 milliliter per minute is added to a pumping flow of 267 gallons per minute to yield a rate of 0.06 ppm metallic copper. See **Example Calculation** table below for continuous flow rates. If algae are present, do not exceed the total dose of 1 gallon of EarthTec in 60,000 gallons of water (1.0 ppm metallic copper).

For Use in Constructed Irrigation Conveyance Systems, Laterals and Aqueducts

Apply into irrigation conveyance systems or laterals at up to a maximum rate of 1 gallon EarthTec (0.5 lbs. metallic copper) per cubic foot per second of water per 5 to 30-mile treatment depending on water hardness, alkalinity, and algae concentration. Do not apply more than 26 gallons of EarthTec (13 lbs. metallic copper) per year per 5 miles of conveyance per cubic foot per second (CFS).

For Use in Sprinkler, Drip, or Other Types of Irrigation Equipment

To prevent growth of algae, nonpublic health bacteria, and bacteria that cause odor problems, treat at a rate of 1 gallon EarthTec per 60,000 gallons of water to 1 gallon EarthTec per 1,000,000 gallons of water. This will yield a rate of 1.0 ppm to 0.06 ppm metallic copper. Agitation is not required. Do not mix with basic substances. EarthTec must be applied continuously for the duration of the water application.

If algae are visible, start by cleaning the pipes or lines and then applying 1 gallon of EarthTec in 60,000 gallons of water (1.0 ppm metallic copper). See **Example Calculation** table below for continuous flow rates. Once the lines are cleaned, use the preventative dose described above.

EXAMPLE CALCULATION

CHEMIGATION AND IRRIGATION FLOW RATES (0.06 ppm Cu)					
Water Flow Rate gpm	Water Flow Rate cfm	Dosage Rate ppm Metallic Cu	EarthTec fl oz/min	Feeder Pump Setting EarthTec	
3,000	400	0.06	0.4	11.3	
6,000	800	0.06	0.8	22.6	
9,000	1,200	0.06	1.1	34.0	
12,000	1,600	0.06	1.5	45.3	

CHEMIGATION AND IRRIGATION FLOW RATES (1.0 ppm Cu)					
Water Flow Rate gpm	Water Flow Rate cfm	Dosage Rate ppm Metallic Cu	EarthTec fl oz/min	Feeder Pump Setting EarthTec	
3,000	400	1.0	6.4	188.7	
6,000	800	1.0	12.8	377.5	
9,000	1,200	1.0	19.1	566.2	
12,000	1,600	1.0	25.6	755.0	

For Use in Biological Fishponds and Aquaculture Systems

Apply 0.25 to 1.4 gallons EarthTec per acre-foot (equivalent to 0.05 to 0.25 ppm metallic copper). Monitor the copper concentration and when it falls below the desired concentration, make additional applications to bring the concentration back up to the desired concentration. EarthTec can be applied once daily for 5 to 11 consecutive days.

Restrictions:

- Do not make daily applications for more than 11 consecutive days.
- Applicators must wait at least 14 days before beginning retreatment.
- Do not apply more than 93.2 gallons EarthTec (46.6 lbs. metallic copper) per acre-foot in one year.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a safe place away from pets and keep out of the reach of children. Store away from excessive heat. Always store above 32 degrees F. Do Not Freeze. Freezing may cause product separation. Always keep container closed. Keep away from galvanized pipe, and any nylon storage or handling equipment.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Improper disposal of excess 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. In the event of spill, neutralize with limestone or baking soda before disposal. May deteriorate concrete.

CONTAINER HANDLING: Nonrefillable containers with capacities less than or equal to 5 gallons: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ 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 2 more times. Offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or by incineration.

Nonrefillable containers with capacities greater than 5 gallons: Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least 1 complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other 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 2 more times. Offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or by incineration. **Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use for disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable Containers: Refill this container with pesticide only. Do not reuse this container for any other purpose. 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 the container about 10% full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure 2 more times. Offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or by incineration.

**IMPORTANT READ BEFORE USING
LIMITED WARRANTY AND LIMITATION OF REMEDIES**

Read the entire Directions for Use, Limited Warranty and Limitation of Remedies (including limitations on liability) before using this product. If terms are not acceptable, return the unopened product container at once. By using this product, user or buyer accepts the following conditions, disclaimer of warranties and limitations of liability.

The Directions for Use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Earth Science Laboratories, Inc. To the extent consistent with applicable law, all such risks shall be assumed by the user or buyer.

To the extent consistent with applicable law, seller warrants that the product conforms to the chemical description and is reasonably fit for the purpose stated on the label for use under normal conditions, but makes no other warranties of FITNESS OR MERCHANTABILITY expressed or implied, or any other warranty if the product is used contrary to the label instructions, or under conditions not foreseeable to the seller. To the extent consistent with applicable law, the seller shall not be liable for more than the cost of this product to the buyer and will in no event be liable for any consequential, special, or indirect damages connected with the use or handling of this product. This product is offered and the buyer or user accepts it subject to the foregoing terms which may not be varied. Seller makes no warranty for product which has been frozen.



Algaecide/Nonpublic Health Bactericide

For Use in Impounded Waters; Lakes; Ponds; Lagoons; Wastewater Lagoons; Reservoirs; Livestock Watering Systems; Potable Water Supplies*; Sedimentation Basins; Ornamental Water Features or Fountains; and Equipment/Structures that deliver water directly to publicly owned water treatment facilities to include pipes, intake structures, gatehouses, screens, pumping stations, weirs, tanks, and penstocks.

For Use in Irrigation Conveyance Systems, Irrigation Reservoirs, Irrigation Canals, Ditches, and Chemigation Systems

For Control of Algae, Nonpublic Health Bacteria, Aquatic Weeds

For Use in Retention and Golf Course Ponds, Aquaculture Ponds, Biological Fishponds or Systems, Irrigation and Chemigation Systems, Ornamental Water Features and Fountains.

For Use in Aquaculture Ponds

*Water Destined to Be Used as Drinking Water - this water must receive additional and separate potable water treatment.

ACTIVE INGREDIENT

Copper Sulfate Pentahydrate** (CAS No. 7758-99-8) 19.8%

OTHER INGREDIENTS 80.2%

TOTAL 100.0%

**Metallic Copper 5%.

This product weighs 9.91 lbs. per gallon (1.88 kg/L) and contains 0.493 lbs. elemental copper per gallon.

KEEP OUT OF REACH OF CHILDREN WARNING - AVISO

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

See label booklet for additional Precautionary Statements and Directions for Use.

FIRST AID

IF IN EYES: Hold eye open and rinse slowly and gently with water for 15 to 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 SWALLOWED: Call a 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 a poison control center or doctor. Do not give anything by mouth to an unconscious person.

IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.

NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact INFOTRAC 1-800-535-5053 for emergency medical treatment.

COPPER GROUP Not Classified HERBICIDE

PRECAUTIONARY STATEMENTS Hazards to Humans and Domestic Animals WARNING

Causes substantial but temporary eye injury. Harmful if swallowed. Harmful if absorbed through skin. Do not get in eyes or on clothing. Avoid contact with skin. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish and aquatic invertebrates. Waters treated with this product may be hazardous to aquatic organisms.

Fish Advisory Statement: This copper product is toxic to fish and aquatic organisms. Unlike most organic pesticides, copper is an element and will not break down in the environment and will therefore accumulate in sediment with repeated applications. Copper is a micronutrient, but its pesticidal application rate exceeds the amount of copper needed as a nutrient.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a safe place away from pets and keep out of the reach of children. Store away from excessive heat. Always store above 32 degrees F. Do Not Freeze. Freezing may cause product separation. Always keep container closed. Keep away from galvanized pipes, and any nylon storage or handling equipment.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Improper disposal of excess 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. In the event of spill, neutralize with limestone or baking soda before disposal. May deteriorate concrete.

CONTAINER HANDLING: Nonrefillable containers with capacities less than or equal to 5 gallons: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. 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 2 more times. Offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or by incineration. Nonrefillable containers with capacities greater than 5 gallons: Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and tip it back and forth several times. Turn the container over onto its other 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 2 more times. Offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or by incineration.

Pressure rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use for disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable Containers: Refill this container with pesticide only. Do not reuse this container for any other purpose. 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 the container about 10% full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure 2 more times. Offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or by incineration.

EPA REG. NO. 64962-1

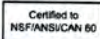
EPA EST. NO. 64962-NE-001

NET CONTENTS:

- 1 GALLON
- 2.5 GALLONS
- 30 GALLONS
- 55 GALLONS
- 275 GALLONS



Manufactured by:
Earth Science Laboratories, Inc.
903 N. 47th Street, Suite 105
Rogers, AR 72756
Phone: (800) 257-9283



BATCH NO.:

0622

PF 204833

PEEL BACK BOOK HERE

COPPER	GROUP	Not Classified	HERBICIDE
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Algaecide/Nonpublic Health Bactericide

For Use in Impounded Waters; Lakes; Ponds; Lagoons; Wastewater Lagoons; Reservoirs; Livestock Watering Systems; Potable Water Supplies*; Sedimentation Basins; Ornamental Water Features or Fountains; and Equipment/Structures that deliver water directly to publicly owned water treatment facilities to include pipes, intake structures, gatehouses, screens, pumping stations, weirs, tanks, and penstocks.

For Use in Irrigation Conveyance Systems, Irrigation Reservoirs, Irrigation Canals, Ditches, and Chemigation Systems

For Control of Algae, Nonpublic Health Bacteria, Aquatic Weeds

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ACTIVE INGREDIENT

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OTHER INGREDIENTS 80.2%

Total 100.0%

**Metallic Copper: 5%

This product weighs 9.91 lbs. per gallon (1.188 kg/L) and contains 0.493 lbs. elemental copper per gallon.

**KEEP OUT OF REACH OF CHILDREN
WARNING - AVISO**

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(Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.)

SEE LABEL BOOKLET FOR ADDITIONAL PRECAUTIONARY STATEMENTS



Certified to
NSF/ANSI/CAN 60

MANUFACTURED BY:

Earth Science Laboratories, Inc.
903 N. 47th Street, Suite 105
Rogers, AR 72756
Phone: 800-257-9283

NET CONTENTS:

BULK

EPA REGISTRATION NO.: 64962-1
EPA Establishment No.: 64962-NE-001
Batch No:

FIRST AID	
IF IN EYES:	Hold eye open and rinse slowly and gently with water for 15 to 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 SWALLOWED:	Call a 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 a poison control center or doctor. Do not give anything by mouth to an unconscious person.
IF ON SKIN OR CLOTHING:	Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.
Note to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact INFOTRAC 1-800-535-5053 for emergency medical treatment.	

PRECAUTIONARY STATEMENTS
Hazards to Humans and Domestic Animals

WARNING

Causes substantial but temporary eye injury. Harmful if swallowed. Harmful if absorbed through skin. Do not get in eyes or on clothing. Avoid contact with skin. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

Personal Protective Equipment (PPE)

Mixers, loaders, applicators, and other handlers must wear the following:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves made of any waterproof material such as polyvinyl chloride \geq 14 mls, polyethylene or Viton \geq 14 mls
- Protective eyewear (goggles, face shield, or safety glasses)

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.

ENGINEERING CONTROLS

Pilots must use an enclosed cab that meets the definition listed in the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR 170.305).

USER SAFETY RECOMMENDATIONS

Users should:

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

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish and aquatic invertebrates. Waters treated with this product may be hazardous to aquatic organisms.

Fish Advisory Statement: This copper product is toxic to fish and aquatic organisms. Unlike most organic pesticides, copper is an element and will not break down in the environment and will therefore accumulate in sediment with repeated applications. Copper is a micronutrient, but its pesticidal application rate exceeds the amount of copper needed as a nutrient.

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 any requirement specific to your state and tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and the Worker Protection Standard, 40 CFR part 170. This standard contains requirements for the protection of agricultural workers on farms, forests, and nurseries, and mixers, loaders, applicators, and other 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 the label about personal protective equipment (PPE), restricted re-entry interval, and notification to workers.

Do not enter or allow worker entry into treated areas during the restricted entry interval of 48 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 soil or water is: coveralls, protective eyewear, chemical resistant gloves (i.e., gloves made of any waterproof material) and shoes plus socks.

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 plants on farms, forests, nurseries, or greenhouses.

Do not allow re-entry into treated areas until sprays have dried.

RESISTANCE MANAGEMENT

BACTERICIDE USE

For resistance management, EarthTec contains a Group (Not Classified) bactericide. Any bacterial population may contain individuals naturally resistant to EarthTec and other Group (Not Classified) bactericides. A gradual or total loss of pest control may occur over time if these fungicides/bactericides are used repeatedly in the same fields. Appropriate resistance-management strategies should be followed.

To delay bactericide resistance, take one or more of the following steps:

- Rotate the use of EarthTec or other Group (Not Classified) bactericides within a growing season sequence with different groups that control the same pathogens.
- Use tank mixtures with bactericides from a different group that are equally effective on the target pest when such use is permitted. Use at least the minimum application rate as labeled by the manufacturer.
- Adopt an integrated disease management program for bactericide use that includes scouting, uses historical information related to pesticide use, and crop rotation, and which considers host plant resistance, impact of environmental conditions on disease development, disease thresholds, as well as cultural, biological, and other chemical control practices.
- Where possible, make use of predictive disease models to effectively time bactericide applications. Note that using predictive models alone is not sufficient to manage resistance.
- Monitor treated bacterial populations for resistance development.
- Contact your local extension specialist or certified crop advisor for any additional pesticide resistance-management and/or IPM recommendations for specific crops and pathogens.
- For further information or to report suspected resistance contact Earth Science Laboratories, Inc. at 800-257-9283. You can also contact your pesticide distributor or university extension specialist to report resistance.

AQUATIC USE

Water bodies or management units should be scouted prior to application to identify the weed species present and their growth stage to determine if the intended application will be effective. Water bodies or management units should be scouted after application to verify that the treatment was effective.

Suspected herbicide-resistant weeds may be identified by these indicators:

- Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
- A spreading patch of non-controlled plants of a particular weed species; and
- Surviving plants mixed with controlled individuals of the same species.

Report any incidence of non-performance of this product against a particular weed species to Earth Science Laboratories, Inc., their representative or call 800-257-9283. If resistance is suspected, treat weed escapes with an herbicide having a different mechanism of action and/or use non-chemical means to remove escapes, as practical, with the goal of preventing further reproduction.

Implement the Early Detection, Rapid Response practice and Maintenance Control by using the following practices where possible:

- Identify weeds present in a management unit through scouting or history of the water body and understand the biology of target species.
- Applications should target weeds when populations are small and there is low biomass, early in the season to maximize efficacy.
- Applications should be made so that the herbicide contacts the weed. Use the appropriate application method for the use site/weed/chemical combination.
- Weed escapes should not be allowed to go to seed or produce asexual vegetative propagules.
- Use a diversified approach toward weed management. Whenever possible incorporate multiple weed-control practices such as mechanical control, biological management practices, and rotation of MOAs.
- Time applications to have the highest probability for control and minimize need for follow-up control measures. Apply during conditions that minimize herbicide degradation (light/temperature/microbes) and/or dissipation (water exchange).

Contact your local sales representative, local water management agency, or extension agent to find out if suspected resistant weeds to this MOA have been found in your region. If resistant biotypes of target weeds have been reported, use the application rates of this product specified for your local conditions. Tank mix products so that there are multiple effective mechanisms of actions for each target weed.

SPRAY DRIFT

Aerial Applications:

- Do not release spray at a height greater than 10 ft. above the vegetative canopy or water, unless a greater application height is necessary for pilot safety.
- Applicators are required to use a medium or coarser droplet size (ASABE S572.1).
- Do not apply when wind speed exceeds 15 mph at the application site. If the windspeed is greater than 10 mph, the boom length must be 65% or less of the wingspan for fixed wing aircraft and 75% or less of the rotor diameter for helicopters. Otherwise, the boom length must be 75% or less of the wingspan for fixed-wing aircraft and 90% or less of the rotor diameter for helicopters.
- Applicators must use ½ swath displacement upwind at the downwind edge of the application area.
- Do not apply during temperature inversions.

Ground Boom Application:

- Apply with the spray release height recommended by the manufacturer, but no more than 4 feet above the ground or crop canopy.
- Applicators are required to use a medium or coarser droplet size (ASABE S572.1).
- Do not apply when wind speeds exceed 15 miles per hour at the application site.
- Do not apply during temperature inversions.

SPRAY DRIFT ADVISORIES

THE APPLICATOR IS RESPONSIBLE FOR AVOIDING OFF-SITE SPRAY DRIFT. BE AWARE OF NEARBY NON-TARGET SITES AND ENVIRONMENTAL CONDITIONS.

IMPORTANCE OF DROPLET SIZE

An effective way to reduce spray drift is to apply large droplets. Use the largest droplets that provide target pest control. While applying larger droplets will reduce spray drift, the potential for drift will be greater if applications are made improperly or under unfavorable environmental conditions.

Controlling Droplet Size - Ground Boom

- Volume - Increasing the spray volume so that larger droplets are produced will reduce spray drift. Use the highest practical spray volume for the application. If a greater spray volume is needed, consider using a nozzle with a higher flow rate.
- Pressure - Use the lowest spray pressure recommended for the nozzle to produce the target spray volume and droplet size.
- Spray Nozzle - Use a spray nozzle that is designed for the intended application. Consider using nozzles designed to reduce drift.

Controlling Droplet Size - Aircraft

- **Adjust Nozzles** - Follow nozzle manufacturers recommendations for setting up nozzles. Generally, to reduce fine droplets, nozzles should be oriented parallel with the airflow in flight.

BOOM HEIGHT - Ground Boom

Use the lowest boom height that is compatible with the spray nozzles that will provide uniform coverage. For ground equipment, the boom should remain level with the crop and have minimal bounce.

RELEASE HEIGHT - Aircraft

Higher release heights increase the potential for spray drift. When applying aerially to crops, do not release spray at a height greater than 10 ft. above the crop canopy, unless a greater application height is necessary for pilot safety.

SHIELDED SPRAYERS

Shielding the boom or individual nozzles can reduce spray drift. Consider using shielded sprayers. Verify that the shields are not interfering with the uniform deposition of the spray on the target area.

TEMPERATURE AND HUMIDITY

When making applications in hot and dry conditions, use larger droplets to reduce effects of evaporation.

TEMPERATURE INVERSIONS

Drift potential is high during a temperature inversion. Temperature inversions are characterized by increasing temperature with altitude and are common on nights with limited cloud cover and light to no wind. The presence of an inversion can be indicated by ground fog or by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing. Avoid applications during temperature inversions.

WIND

Drift potential generally increases with wind speed. AVOID APPLICATIONS DURING GUSTY WIND CONDITIONS.

Applicators need to be familiar with local wind patterns and terrain that could affect spray drift.

AQUATIC USE PRECAUTION

(excluding fountains and aquatic agriculture)

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 biomass. This oxygen loss can cause fish and invertebrate suffocation. To minimize this hazard, do not treat more than 1/2 of the water body and wait at least 14 days between treatments to avoid depletion of oxygen due to decaying vegetation (excluding water infrastructure and constructed conveyances such as drainage and irrigation canals, ditches and pipelines and aqueducts for drinking water or irrigation use). Begin treatment along the shore and proceed outward 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.

Application of algaecides to high density blooms of cyanobacteria can result in the release of intracellular contents into the water. Some of these intracellular compounds are known mammalian hepato- and nervous system toxins. Therefore, to minimize the risk of toxin leakage, manage cyanobacteria effectively in order to avoid applying this product when blooms of toxin-producing cyanobacteria are present at high density. In situations where rapidly reproducing toxic algal species pose a public health threat to drinking or recreational water resources, applicators must receive authorization from applicable state, local or tribal water resources authorities to apply copper at intervals shorter than 14 days should the circumstance demand.

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. The application rates on this label are appropriate for water with pH values > 6.5 , DOC levels > 3.0 mg/L, and alkalinity greater than 50 mg/L. Avoid treating waters with pH values < 6.5 , DOC levels < 3.0 , and alkalinity less than 50 ppm (e.g., soft or acid waters), as trout and other sensitive species of fish may be killed under such conditions if present.

Consult your state department of natural resources or fish and game agency before applying this product to public waters. Permits may be required before treating such waters.

APPLICATION AND HANDLING EQUIPMENT

Application, handling, or storage equipment MUST consist of fiberglass, PVC, polypropylene, Viton, corrosion resistant plastics or stainless steel. Never use mild steel, nylon, brass, or copper around EarthTec. Always rinse and clean equipment thoroughly each night with plenty of fresh, clean water.

PRODUCT INFORMATION

EarthTec is for use to control algae and to suppress nonpublic health bacteria, and bacteria that cause taste and odor problems in impounded waters, lakes, ponds, aquaculture ponds, lagoons, wastewater lagoons, reservoirs, livestock watering systems, potable water supplies*, sedimentation basins, ornamental water features or fountains, and equipment/structures that deliver water directly to publicly owned water treatment facilities to include pipes, intake structures, gatehouses, screens, pumping stations, weirs, tanks, and penstocks.

EarthTec has diffusional properties that move the ions through the water according to physical conditions. The product will stay soluble in the water until the ions are taken up by the algae or nonpublic health bacteria, or affected by physical properties.

EarthTec's proprietary formulation ensures that the active ingredient - metallic copper - is delivered in the form of the biologically available cupric ion, Cu⁺⁺. EarthTec is soluble and will quickly disperse.

EarthTec is for use to control algae in Swimming Areas, Farm, Industrial, Retention and Golf Course Ponds, Aquaculture Ponds, Biological Fishponds or Systems, Irrigation and Chemigation Systems

*Water Destined to Be Used as Drinking Water (this water must receive additional and separate potable water treatment.)

APPLICATION INSTRUCTIONS

EarthTec may be applied throughout the year. For algae control, apply in the late spring or early summer when algae first appear. Apply based on the volume of water to be treated. The dose rates are variable and depend upon algae species, amount of algae present, water hardness, water temperature, turbidity, and flows. Preferably, the water should be clear with temperature above 60 degrees F (15.6 degrees C). Higher doses may be required for lower water temperatures, higher algae concentrations, and for hard waters. See **Specific Directions for Use** section.

Apply EarthTec through metering pump, subsurface hoses or from a properly equipped moving boat into the body of water. For best results disperse EarthTec evenly throughout the body of water on a sunny day when algae are near the surface. EarthTec is soluble and will quickly disperse.

When treating flowing waters, use a metering pump or similar means to apply a continuous dose so as to achieve a final dilution within the recommended range. See **Specific Directions for Use**.

EarthTec may be poured directly into ponds, small lakes, and reservoirs 3 acres or less in area. For larger bodies of water, of 3 acres or more, apply EarthTec at several points in the ponds, lakes, or reservoirs. Larger bodies of water may be treated with EarthTec by dragging a feeder hose behind a boat across the body of water or dispensing via conventional spray equipment mounted to a boat, helicopter, or airplane.

EarthTec will quickly diffuse throughout the water body in several hours; broad distribution of the product will speed dispersal and provide quicker control of algae. EarthTec may be applied to irrigation systems by a drip system or feeder pump according to the flow volume.

In regions where ponds freeze in winter, treatment should be done 6 to 8 weeks before expected freeze to prevent masses of decaying algae under an ice cover. Before treating bodies of water, consult proper state authorities such as the fisheries commission or conservation department to obtain any necessary permits.

Pre-Application Dose Determination

For algae and aquatic plant treatments, applicators should conduct initial dose determination tests simulating a full-scale treatment program to determine the minimum efficacious concentrations for eliminating the target species, unless an effective dose is already known for the given target pest population.

USE RATES

Direct Applications to Whole Water Bodies

Apply 0.33 to 1.3 gallons EarthTec (0.06 to 0.24 ppm metallic copper) [1 to 4 gallons EarthTec per million gallons water] per acre-foot per application. Increase as necessary to achieve control but do not exceed 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) [16.7 ppm EarthTec] in the treated water. If algae are present, use the higher labeled rate. Do not apply to more than one-half of the water body at a time. Stagger treatments at 14-day intervals. See **Specific Directions for Use** section for additional treatment instructions.

Restrictions:

- Do not apply more than 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) (16.7 ppm EarthTec) per application.
- Do not apply more than 44.5 gallons EarthTec (21.9 lbs. metallic copper) per acre-foot per year (8 applications per year at up to 1 ppm). This rate/frequency is calculated based on staggering the treatment of each half of the water body every 14 days (at a rate of 2.74 lbs. metallic copper per acre-foot = 1 ppm) for eight months (244 days).

Direct Application to Sections of a Waterbody (Water Management Units)

Apply 0.33 to 1.3 gallons EarthTec (0.06 to 0.24 ppm metallic copper) per acre-foot per application. Increase as necessary to achieve control but do not exceed 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) [16.7 ppm EarthTec] in the treated water. Applicators must wait at least 14 days before beginning retreatment. See **Specific Directions for Use** section for additional treatment instructions.

Restrictions:

- Do not apply more than 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) (16.7 ppm EarthTec) per application.
- Do not apply more than 94 gallons EarthTec (46.6 lbs. metallic copper) per acre-foot (16.7 ppm metallic copper) per year (17 applications per year at up to 1 ppm). This rate/frequency is calculated based on the maximum number of possible applications allowed based on a 14-day minimum (at a rate of 2.74 lbs. metallic copper per acre-foot = 1 ppm) retreatment interval for eight months (244 days). Do not apply more than 46.6 lbs. of metallic copper to a water management unit, regardless of the pest(s) targeted by applications.

Note: In situations where rapidly reproducing toxic algal species pose a public health threat to drinking or recreational water resources, applicators

must receive authorization from applicable state, local or tribal water resources authorities to apply copper in excess of 46.6 lbs. of metallic copper per acre-foot per year for a single water management unit.

GALLONS OF EARTHTEC AND WATER		
Gallons EarthTec	Gallons Water	Metallic Copper (ppm)
0.1 (0.4 quart or 0.8 pint)	6,000	1.0
0.25 (1 quart)	15,000	1.0
1	60,000	1.0
1.66	100,000	1.0
2.50	150,000	1.0
3.33	200,000	1.0
8.33	500,000	1.0
16.66	1,000,000	1.0

Example: To achieve 1.0 ppm of metallic copper, 1 gallon of EarthTec added to 60,000 gallons of water is equal to 1.0 ppm metallic copper. In order to attain 1.0 ppm of metallic copper in the treated water, the amount of EarthTec added to a water body is equal to the gallons of water being treated divided by 60,000 multiplied by 1 (see above). Use volumetric measurement devices that are calibrated in accordance with manufacturer specifications.

Use the following formulas for calculating water volume and flow rates:

- To calculate the volume of water, multiply the average depth by surface area. One acre foot equals 326,000 gallons.
- To calculate the gallons of water, multiply the volume in cubic feet times 7.5. One cubic foot per second of flow equals 27,000 gallons/hour.

See **Specific Directions for Use** section for additional treatment instructions.

Use higher dosages for Chara, Nitella and filamentous algae, and lower dosages for planktonic algae. If there is uncertainty about the dosage begin with the lower dosage and increase until control is achieved or until the maximum allowable level has been reached. See **Specific Directions for Use**. For use in controlling algae and cyanobacteria at all aquatic application sites do not exceed a concentration 1.0 ppm (equivalent to 16.7 ppm EarthTec) of metallic copper in the treated water.

For Use in Flowing Waters

For flowing waters use a metering pump to apply a continuous dose to achieve a final dilution not to exceed 1.0 ppm as metallic copper (16.7 gallons of EarthTec) per million gallons of water. Start with 1 to 4 gallons of EarthTec per million gallons of water (0.06 to 0.24 ppm metallic copper) and increase as necessary. A continuous maintenance dose of 0.6 to 2.0 gallons of EarthTec per million gallons water (0.036 to 0.12 ppm metallic copper) can be used to prevent further growth. Start treatment at the first sign of algae problems and stop treatment when algae no longer pose a nuisance. See **Specific Directions for Use** section for additional treatment instructions.

SPECIFIC DIRECTIONS FOR USE TO CONTROL ALGAE, NONPUBLIC HEALTH BACTERIA AND BACTERIA THAT CAUSE TASTE AND ODOR PROBLEMS

For Use in Irrigation Reservoirs, Impounded Waters, Lakes, Ponds, Lagoons, Reservoirs, Livestock Water Systems, Swimming Areas, Farm, Industrial, Retention and Golf Course Ponds, Aquaculture Ponds, Biological Fishponds or Systems, Potable Water Supplies*, Irrigation and Chemigation Systems, Sedimentation Basins, and Ornamental Water Features or Fountains.

For fish-bearing lakes, ponds, reservoirs, irrigation canals and other listed applications, apply at the rate of 1 quart of EarthTec per 250,000 gallons of water, or 1 gallon of EarthTec per 1,000,000 gallons of water for preventive treatment of algae and nonpublic health bacteria. This will yield a concentration of 0.06 ppm metallic copper. Increase as necessary to achieve control but do not exceed a resulting copper concentration of 1.0 ppm of metallic copper in the treated water. If algae are present, treat at the rate of 3 quarts of EarthTec per 250,000 gallons of water, or 3 gallons of EarthTec per 1,000,000 gallons of water. This will yield a concentration of 0.18 ppm metallic copper.

For applications without fish or for wastewater lagoons apply at the rate of up to 1 quart of EarthTec per 15,000 gallons of water, or 1 gallon of EarthTec per 60,000 gallons of water. This will yield a rate of 1.0 ppm metallic copper.

EarthTec may be poured into the water manually after calculating the volume of water to be treated and measuring the quantity EarthTec necessary to attain a concentration of 0.06 ppm or by using an automated dispenser calibrated to release the required amount. For best results disperse EarthTec evenly throughout the body of water on a sunny day when algae are near the surface.

In situations where rapidly reproducing toxic algal species pose a public health threat to drinking or recreational water resources, applicators must receive authorization from applicable state, local or tribal water resources authorities to apply copper in excess of 44.5 gallons EarthTec (21.9 lbs. of metallic copper) per acre-foot per year (8 applications per year at up to 1 ppm).

Restrictions:

- Do not apply more than 5.5 gallons EarthTec (2.74 lbs. metallic copper) per acre-foot (1.0 ppm metallic copper) (16.7 ppm EarthTec) per application.
- When treating the whole water body, do not apply more than 44.5 gallons EarthTec (21.9 lbs. metallic copper) per acre-foot per year (8 applications per year at up to 1 ppm). This rate/frequency is calculated based on staggering the treatment of each half of the water body every 14 days (at a rate of 2.74 lbs. metallic copper per acre-foot = 1 ppm) for eight months (244 days).

*Water Destined to Be Used as Drinking Water (this water must receive additional and separate potable water treatment.)

- When treating sections of the water body (water management units) do not apply more than 94 gallons EarthTec (46.6 lbs. metallic copper) per acre-foot (16.7 ppm metallic copper) per year (17 applications per year at up to 1 ppm). This rate/frequency is calculated based on the maximum number of possible applications allowed based on a 14-day minimum (at a rate of 2.74 lbs. metallic copper per acre-foot = 1 ppm) retreatment interval for eight months (244 days). Do not apply more than 46.6 lbs. of metallic copper to a water management unit, regardless of the pest(s) targeted by applications.

For Use in Reservoirs, Potable Water Supplies*, Canals, Ditches, Aqueducts, and Equipment/Structures that deliver water directly to publicly owned water treatment facilities to include pipes, intake structures, gatehouses, screens, pumping stations, weirs, tanks, and penstocks

In flowing waters, make application using a metering pump to apply a continuous dose to achieve a final dilution not to exceed 5.5 gallons EarthTec (1.0 ppm metallic copper) per acre-foot (16.7 ppm EarthTec). Start with 1 to 4 ppm EarthTec (0.06 to 0.24 ppm metallic copper) and increase only as necessary. A continuous maintenance dose of 0.6 to 2.0 ppm EarthTec (yielding a metallic copper concentration of 36 to 120 ppb, or micrograms per liter) can be used to prevent further growth. Start treatment at the first sign of algae problems and stop treatment when algae no longer pose a nuisance.

For Use in Open Channel Irrigation Conveyance Systems and Chemigation Systems, Ditches and Canals

To prevent algae growth using a static application method, apply 1 gallon of EarthTec to 1,000,000 gallons of water to yield a rate of 0.06 ppm metallic copper in the water. If algae are present, apply 16.6 gallons of EarthTec to 1,000,000 gallons of water to yield 1.0 ppm metallic copper. To prevent algae growth using continuous flow systems, a metered flow rate of 1 milliliter per minute is added to a pumping flow of 267 gallons per minute to yield a rate of 0.06 ppm metallic copper. See **Example Calculation** table below for continuous flow rates. If algae are present, do not exceed the total dose of 1 gallon of EarthTec in 60,000 gallons of water (1.0 ppm metallic copper).

For Use in Constructed Irrigation Conveyance Systems, Laterals and Aqueducts

Apply into irrigation conveyance systems or laterals at up to a maximum rate of 1 gallon EarthTec (0.5 lbs. metallic copper) per cubic foot per second of water per 5 to 30-mile treatment depending on water hardness, alkalinity, and algae concentration. Do not apply more than 26 gallons of EarthTec (13 lbs. metallic copper) per year per 5 miles of conveyance per cubic foot per second (CFS).

For Use in Sprinkler, Drip, or Other Types of Irrigation Equipment

To prevent growth of algae, nonpublic health bacteria, and bacteria that cause odor problems, treat at a rate of 1 gallon EarthTec per 60,000 gallons of water to 1 gallon EarthTec per 1,000,000 gallons of water. This will yield a rate of 1.0 ppm to 0.06 ppm metallic copper. Agitation is not required. Do not mix with basic substances. EarthTec must be applied continuously for the duration of the water application.

If algae are visible, start by cleaning the pipes or lines and then applying 1 gallon of EarthTec in 60,000 gallons of water (1.0 ppm metallic copper). See **Example Calculation** table below for continuous flow rates. Once the lines are cleaned, use the preventive dose described above.

EXAMPLE CALCULATION

CHEMIGATION AND IRRIGATION FLOW RATES (0.06 ppm Cu)				
Water Flow Rate gpm	Water Flow Rate cfm	Dosage Rate ppm Metallic Cu	EarthTec fl oz/min	Feeder Pump Setting EarthTec
3,000	400	0.06	0.4	11.3
6,000	800	0.06	0.8	22.6
9,000	1,200	0.06	1.1	34.0
12,000	1,600	0.06	1.5	45.3

CHEMIGATION AND IRRIGATION FLOW RATES (1.0 ppm Cu)				
Water Flow Rate gpm	Water Flow Rate cfm	Dosage Rate ppm Metallic Cu	EarthTec fl oz/min	Feeder Pump Setting EarthTec
3,000	400	1.0	6.4	188.7
6,000	800	1.0	12.8	377.5
9,000	1,200	1.0	19.1	566.2
12,000	1,600	1.0	25.6	755.0

*Water Destined to Be Used as Drinking Water (this water must receive additional and separate potable water treatment.)

For Use in Biological Fishponds and Aquaculture Systems

Apply 0.25 to 1.4 gallons EarthTec per acre-foot (equivalent to 0.05 to 0.25 ppm metallic copper). Monitor the copper concentration and when it falls below the desired concentration, make additional applications to bring the concentration back up to the desired concentration. EarthTec can be applied once daily for 5 to 11 consecutive days.

Restrictions:

- Do not make daily applications for more than 11 consecutive days.
- Applicators must wait at least 14 days before beginning retreatment.
- Do not apply more than 93.2 gallons EarthTec (46.6 lbs. metallic copper) per acre-foot in one year.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a safe place away from pets and keep out of the reach of children. Store away from excessive heat. Always store above 32 degrees F. Do Not Freeze. Freezing may cause product separation. Always keep container closed. Keep away from galvanized pipe, and any nylon storage or handling equipment.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Improper disposal of excess 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. In the event of spill, neutralize with limestone or baking soda before disposal. May deteriorate concrete.

CONTAINER HANDLING: Nonrefillable containers with capacities less than or equal to 5 gallons: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ 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 2 more times. Offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or by incineration.

Nonrefillable containers with capacities greater than 5 gallons: Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least 1 complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other 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 2 more times. Offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or by incineration. **Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use for disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable Containers: Refill this container with pesticide only. Do not reuse this container for any other purpose. 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 the container about 10% full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure 2 more times. Offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or by incineration.

Tanker trucks: Emptied container retains vapor and product residue. Observe all precautions stated on this label until the container is cleaned, reconditioned, or destroyed. Prior to refilling, inspect carefully for damage such as cracks, punctures, abrasions, and worn-out threads and closures. Clean thoroughly before reuse for transportation of a material of different composition or before retiring this transport vehicle from service.

**IMPORTANT READ BEFORE USING
LIMITED WARRANTY AND LIMITATION OF REMEDIES**

Read the entire Directions for Use, Limited Warranty and Limitation of Remedies (including limitations on liability) before using this product. If terms are not acceptable, return the unopened product container at once. By using this product, user or buyer accepts the following conditions, disclaimer of warranties and limitations of liability.

The Directions for Use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Earth Science Laboratories, Inc. To the extent consistent with applicable law, all such risks shall be assumed by the user or buyer.

To the extent consistent with applicable law, seller warrants that the product conforms to the chemical description and is reasonably fit for the purpose stated on the label for use under normal conditions, but makes no other warranties of FITNESS OR MERCHANTABILITY expressed or implied, or any other warranty if the product is used contrary to the label instructions, or under conditions not foreseeable to the seller. To the extent consistent with applicable law, the seller shall not be liable for more than the cost of this product to the buyer and will in no event be liable for any consequential, special, or indirect damages connected with the use or handling of this product. This product is offered and the buyer or user accepts it subject to the foregoing terms which may not be varied. Seller makes no warranty for product which has been frozen.

Jaime McGlasson

From: Lake Carmel Parks Clerk
Sent: Thursday, March 14, 2024 11:57 AM
To: Jaime McGlasson
Cc: Claudia Dworaczyk
Subject: Lake Carmel Park District - Seasonal Help Advertising

It's that time of year again. Would you please add to the agenda the advertising of seasonal positions for Lifeguard Supervisor, Waterfront Lifeguards, Water Safety Instructor (WSI) and the Lake Carmel Parks Maintenance workers for the 2024 summer season.

Thank you,

Heidi Link

Town of Kent

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

WINTER HOURS

Mon. & Tues: 8:00 am - 1:00 pm

Wed: Closed

Thurs. & Fri.: 8:00 am - 1:00 pm

Email: lcpdclerk@townofkentny.gov

Office: 845-306-5602

Fax: 845-225-5130



Jaime McGlasson

From: Lake Carmel Parks Clerk
Sent: Friday, March 15, 2024 10:25 AM
To: Jaime McGlasson
Cc: Claudia Dworaczyk
Subject: Agenda Item: Seasonal Porta Johns - Lake Carmel Parks
Attachments: DOC031524-03152024085916.pdf

Attached please find quotes from CRP Sanitation and United Rentals. Seek a Seat did not provide a quote. The lowest quote for the season was received from CRP Sanitation and is the recommended company for 2024 season.

If you have any questions, please let me know.

Regards,

Heidi Link

Town of Kent

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

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Fax: 845-225-5130



**2024 Seasonal Porta Johns - Town of Kent
Park District #1 (Lake Carmel, NY 10512)**

LAKE CARMEL BEACH										PARKS GARAGE	
AREA	Beach #3 - ADA Unit	Beach #3 - Regular Unit	Beach #7 - ADA Unit	Beaches #2 - Regular Unit	Beaches #4 - Regular Unit	Maintenance Garage					
LOCATION	Intersection of Lakeshore Dr East & Brewster Rd	Intersection of Lakeshore Dr East & Brewster Rd	Intersection of West Lakeshore Dr & Gilead Rd	Intersection of Lakeshore Dr East & Briarcliff Rd	Intersection of Lakeshore Dr East & Salem Rd	8 Champlain Dr					
UNIT TYPE	One (1) ADA unit	One (1) Regular Unit	One (1) ADA Unit	One (1) Regular Unit	One (1) Regular Unit	One (1) Regular Unit					
DELIVERY DATE	15-Apr	15-May	15-Apr	15-May	15-May	YEAR ROUND					
REMOVAL DATE	1-Nov	Immediately after Labor Day	1-Nov	Immediately after Labor Day	Immediately after Labor Day	N/A					
CLEANING SCHEDULE	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week					
LOCK	YES	YES	YES	YES	YES	NO					
NOTES:	Change cleaning to 2X per wk/ May 15		Change Cleaning to 2X per wk/May 15								
PRICE:	\$115.00	\$85.00	\$115.00	\$85.00	\$85.00	\$85.00					
PRICE:	\$125.00	\$100.00	\$125.00	\$100.00	\$100.00	\$100.00					
No Quote Received											
Seek A Seat											

Additional Units, Repairs & Cleaning			
EXTRA ITEMS BY REQUEST	Extra unit for special events	Extra portable sink, soap & paper towels for special events	Extra maintenance, minor repairs (incl. parts) cost under \$100.00
CRP Sanitation	\$99.00	\$99.00	*
United Rentals	\$100.00	\$125.00	\$0.00
Seek A Seat			

* No Charge for Wear and Tear, Cost Plus 10% for vandalism

CRP Sanitation

2024 Seasonal Porta Johns - Town of Kent
Park District #1 (Lake Carmel, NY 10512)

		LAKE CARMEL BEACH				PARKS GARAGE	
AREA		Beach #3 - ADA Unit	Beach #3 - Regular Unit	Beach #7 - ADA Unit	Beaches #2 - Regular Unit	Beaches #4 - Regular Unit	Maintenance Garage
LOCATION		Intersection of Lakeshore Dr East & Brewster Rd	Intersection of Lakeshore Dr East & Brewster Rd	Intersection of West Lakeshore Dr & Gilead Rd	Intersection of Lakeshore Dr East & Briardiff Rd	Intersection of Lakeshore Dr East & Salem Rd	8 Champlain Dr
UNIT TYPE		One (1) ADA unit	One (1) Regular Unit	One (1) ADA Unit	One (1) Regular Unit	One (1) Regular Unit	One (1) Regular Unit
DELIVERY DATE		15-Apr	15-May	15-Apr	15-May	15-May	YEAR ROUND
REMOVAL DATE		1-Nov	Immediately after Labor Day	1-Nov	Immediately after Labor Day	Immediately after Labor Day	N/A
CLEANING SCHEDULE		Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week
LOCK		YES	YES	YES	YES	YES	NO
NOTES:		Change cleaning to 2X per wk/ May 15		Change Cleaning to 2X per wk/May 15			
PRICE:		\$115.00	\$85.00	\$115.00	\$85.00	\$85.00	\$85.00

Additional Units, Repairs & Cleaning	
EXTRA ITEMS BY REQUEST	Extra unit for special events
PRICE:	\$99.00
	Extra portable sink soap & paper towels for special events
	\$99.00
	Extra maintenance, minor repairs (incl. parts) cost under \$100.00
	* \$39.00
	Extra cleaning per unit
	\$39.00

* NO CHARGE IF WEAR AND TEAR, COST PLUS 10% FOR VANDALISM

Lake Carmel NY Portable Restroom Pricing

Mike Barbour <mikeb@crpsanitation.com>

Wed 3/6/2024 12:21 PM

To:Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>

📎 1 attachments (441 KB)

Town of Kent - 2024 Seasonal Portables - Park District 1.pdf;

TOWN OF KENT NOTICE

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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,

Thank you for reaching out.

Note on pricing – normal wear and tear is normal and we fix those at no charge – same with storm or weather damage. If repairs are needed do to damage, then we may seek to get reimbursed. So during the course of the season, if you find a unit needing repair, just let us know.

Thank you

Michael Barbour | Account Executive

T/C: 914-893-4253 | F: 914-592-4288

Event and Construction Services:

Portable Sanitation, Restroom Trailers and Waste Containers

United Rentals

**2024 Seasonal Porta Johns - Town of Kent
Park District #1 (Lake Carmel, NY 10512)**

LAKE CARMEL BEACH							PARKS GARAGE
AREA	Beach #3 - ADA Unit	Beach #3 - Regular Unit	Beach #7 - ADA Unit	Beaches #2 - Regular Unit	Beaches #4 - Regular Unit	Maintenance Garage	
LOCATION	Intersection of Lakeshore Dr East & Brewster Rd	Intersection of Lakeshore Dr East & Brewster Rd	Intersection of West Lakeshore Dr & Gilead Rd	Intersection of Lakeshore Dr East & Briarcliff Rd	Intersection of Lakeshore Dr East & Salem Rd	8 Champlain Dr	
UNIT TYPE	One (1) ADA unit	One (1) Regular Unit	One (1) ADA Unit	One (1) Regular Unit	One (1) Regular Unit	One (1) Regular Unit	
DELIVERY DATE	15-Apr	15-May	15-Apr	15-May	15-May	YEAR ROUND	
REMOVAL DATE	1-Nov	Immediately after Labor Day	1-Nov	Immediately after Labor Day	Immediately after Labor Day	N/A	
CLEANING SCHEDULE	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	Cleaned 1X per week	
LOCK	YES	YES	YES	YES	YES	NO	
NOTES:	Change cleaning to 2X per wk/ May 15		Change Cleaning to 2X per wk/May 15.				
PRICE:	\$125/MO +\$75/mo 2x week	\$100	\$125/mo +\$75/mo 2x week	\$100	\$100	\$100	

Additional Units, Repairs & Cleaning			
EXTRA ITEMS BY REQUEST	Extra unit for special events	Extra portable sink, soap & paper towels for special events	Extra maintenance, minor repairs (incl. parts) cost under \$100.00
PRICE:	\$100	\$125	\$75/Weekday 4x/Month Incl

Re: [EXTERNAL]Lake Carmel Park District, Town of Kent, NY - Porta John Quote

John Mccaffrey <jmccaffrey@ur.com>

Tue 3/5/2024 2:25 PM

To:Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>

Cc:Branch 89B <Branch89B@ur.com>

📎 1 attachments (772 KB)

Lake Carmel Kent 2024 Season Porta John Quotes 2024-03-05 19_16_49.pdf;

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Thanks Heidi,

Attached are the monthly rates as requested.

Please call or email with any questions.

We appreciate your business.

Best Regards,

John McCaffrey

Hudson Valley Territory Manager 89B

United Rentals

Reliable On-Site Services

845-926-8003 mobile

845-765-6560 office

Our Mission: Deploy the best people, equipment and solutions to enable our customers to safely build a better and stronger future.

[Click Here to Apply For Credit](#)

[Click Here to leave us a review](#)

[Portable Restrooms-Showers & Trailers – Portable Hand Washing & Sanitizing - Portable Waste Tanks - Fresh Water Systems- Temporary Fence](#)

Sent from my iPad

On Mar 5, 2024, at 11:59 AM, Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov> wrote:

I do not work with Sourcewell . It's not a closed bid process, I'm just looking for the cost quote of the units per month to present to the town board, same as last year. If you would please prepare pricing, I'd appreciate it.

Thank you,

Re: Lake Carmel Park District, Town of Kent, NY - Porta John Quote

Travis Westervelt <seekaseat@yahoo.com>

Tue 3/12/2024 11:02 AM

To: Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>

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 hope all is well!! Were going to pass on this year . The bid last year was a bit low just wouldnt make sense this season. Maybe next year!

Appreciate you reaching out

Thank you

[Sent from Yahoo Mail for iPhone](#)

On Tuesday, March 12, 2024, 10:55 AM, Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov> wrote:

Good morning Travis. I was wondering if you're interested in sending in your quote.

Regards,

Heidi Link

Town of Kent

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

WINTER HOURS

Mon. & Tues: 8:00 am - 1:00 pm

Wed: Closed

Thurs. & Fri.: 8:00 am - 1:00 pm

Email: lcpdclerk@townofkentny.gov

Office: 845-306-5602

Fax: 845-225-5130



From: Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>

Sent: Tuesday, March 5, 2024 10:52 AM

Subject: Lake Carmel Park District, Town of Kent, NY - Porta John Quote

Attached please find locations and requirements for the porta johns for our summer season. Please let me know if you are interested in providing a quote and if you have any questions.

Jaime McGlasson

From: Planning Kent
Sent: Thursday, March 14, 2024 8:40 PM
To: Jaime McGlasson
Cc: Lana Cappelli; Claudia Dworaczyk; Accountant; Building Inspector
Subject: Melcher/Dreamwood Retreat Erosion Control Bond Agreement_Resolution 3 2024
Attachments: Melcher EC Bond Agreement Backup_Resolution 3 2024.pdf

Please find attached a copy of an Erosion Control Bond Agreement in the amount of \$16,500.00 and a check for \$1,000.00 for a final inspection fee for Mr. Tom Melcher/Dreamwood Retreat. Supporting documents are also attached.

The Planning Board would appreciate it very much if the Town Board could put this matter on the next Town Board meeting if they find everything in order.

Thanks very much.

Vera Patterson
Town of Kent
Planning Board Secretary
25 Sybil's Crossing
Kent, NY 10512
planningkent@townofkentny.gov
845-306-5612 (T)
845-306-5283 (F)

Town of Kent Planning Board
25 Sybil's Crossing
Tel: 845-306-5612

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

Memorandum

Resolution # 3
Year 2024

Date: March 12, 2024
From: The Kent Planning Board
To: The Kent Town Board:
Jaime McGlasson, Supervisor - w/Att Chris Ruthven
Shaun Boyd Jorme Tompuri
Anne Campbell
CC: W. Walters, Building Inspector - w/Att Claudia Dworazak
L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.
Re: **Recommendation to Accept an Erosion Control Bond in the amount of \$16,500.00 from:
Mr. Tom Melcher & Ms, Sharon Ruwar
132 Gypsy Trail Road
Kent, NY 10512
TM: 43.-2-62**

Resolved: On December 14, 2023 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.

This project proposes the repair/replacement of two existing retaining walls on a residential property associated with a patio and pool area. An Erosion Control Bond is required in the amount of \$16,500.00 and a Final Inspection Fee in the amount of \$1,000.00. The following checks were submitted on February 1, 2024 by Mr. Melcher:

Bank of America Check # 1080 - \$16,500.00
Bank of America Check # 1081 - \$ 1,000.00

Mr. German asked for a motion to forward this recommendation to the Kent Town Board to accept the Erosion Control Bond a, final inspection fee and to move this project to an Administrative track. The motion was made by Mr. German and seconded by Mr. Faraone. Following were the roll call votes:

Hugo German, Chairman	<u>Aye</u>
Simon Carey, Vice Chairman	<u>Aye</u>
Jacky Beshar	<u>Aye</u>
Sabrina Cruz	<u>Absent</u>
Thomas Faraone	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Richard Morini	<u>Aye</u>
Kathy Doherty, Alternate Member	<u>Aye</u>

The motion carried.

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

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 December 14, 2023, 2023.

Date: Msrch 12 2024


Vera Patterson

Town of Kent Planning Board
25 Sybil's Crossing
Tel: 845-306-5612

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

Memorandum

DATE: March 12, 2024

TO: Finance Department

CC: L. Capelli,
J. McGlasson,
C. Dworaczyk

FROM: Vera Patterson

RE: Melcher Property/Erosion Control Bond
TM: 43.-2-62

Please find attached the following checks regarding the property noted above:

Bank of America Check # 1080 - \$16,500.00 Erosion Control Performance Bond
To be held until the Town Board accepts it
Bank of America Check # 1081 - \$ 1,000.00 Final Inspection fee

Thanks very much.

EROSION CONTROL PERFORMANCE BOND

FOR

TOM MELCHER & SHARON RUWART/

Dreamwood Retreat, LLC

132 Gypsy Trail Road

Carmel, NY 10512

TM: 43.-2-62

Bond given by Tom Melcher and Sharon Ruwart, 132 Gypsy Trail Road, Carmel, NY 10512; Tax Map # 43.-2-62 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated February 1, 2024.

KNOW ALL PEOPLE BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$16,500.00, along with an initial inspection fee deposit of \$1,000.00 for the payment whereof to the Obligee the said Obligor binds itself, its successors and assigns. This project proposes the repair and replacement of two existing retaining walls, which support a residential patio and pool. This will expand and reconfigure the existing patio areas, install stormwater management practices and provide additional Landscaping.

WHEREAS, Obligor has obtained the approvals from the Obligee for land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which erosion and sedimentation controls ("Controls") are required and the Erosion and Sediment Control Plan documents shall be required in accordance with the Code in effect as of the date of this Bond; and

WHEREAS, in conjunction with such Steep Slope and Erosion Control Permit Applications, the Obligor has submitted to the Obligee, documentation pertaining to the proposed plans for repairing and replacing two retaining walls, which support a residential patio and pool. This property will be known as the "Melcher Property" ("Project Plans") and the Erosion and Sediment Control Plan, prepared by Rennia Engineering Design, PLLC, 6 Dover Village Plaza, Suite 5, P.O. Box 400, Dover Plains, NY 12522.

WHEREAS, all these plans were reviewed on December 14, 2023 by the Obligee. A conditional approval of land development activity in the nature of a Steep Slope and Erosion Control Permit of plans to support a residential patio and pool. The proposed project is within the NYCDEP East of Hudson watershed and will disturb more than 5,000 SF of land. A Town of Kent Steep Slope and Erosion Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-20-001.

WHEREAS, a condition to the issuance and approval of a Steep Slope and Erosion Control Permit, the Code requires the owner or applicant, prior to construction, to provide the Obligee with a cash escrow in the amount of **\$16,500.00** an irrevocable letter of credit or a certified check drawn upon a national or state bank or other cash equivalent, which guarantecs satisfactory completion of the Erosion and Sediment Control Plan, which security shall remain in full force and effect until the Obligor is released from liability by the Town, provided that such a period shall not be less than two years from the date of final acceptance or such other certification that the erosion and sedimentation controls have been completed in accordance with approved Project Plans; and

WHEREAS, the amount of this bond is based upon a recommendation, dated December 14, 2023 by the Planning Board Consulting Engineer to the Planning Board; and

WHEREAS, the Planning Board of the Town of Kent has granted the Erosion Control Permit subject to the posting of two checks made out to the Town of Kent, one in the amount of **\$16,500.00** as a performance guarantee to be deposited into an escrow account pending the completion of the project for which the erosion control measures are necessary; and a second check in the amount of **\$1,000.00** as the initial inspection fee to be held in escrow and used to fund inspections by the Town's consultants during construction and delivered to:

The Kent Planning Board
25 Sybil's Crossing
Kent, NY 10512

No funds may be withdrawn from the said escrow account until a resolution has been duly made by the **Town Board of The Town of Kent**, authorizing such surrender or withdrawal.

When the work shall have been fully completed as required by the conditions and specifications of the Planning Board either by **TOM MELCHER AND/OR SHARON RUWART**, or by the Town of Kent, the aforesaid escrow monies (\$16,500.00 performance bond and remaining money left in the final inspection fee of \$1,000.00) after the work has been completed shall be returned or refunded to **TOM MELCHER** and/or **SHARON RUWART**, except for any portion of the \$16,500.00 used by the Town to perform the approved work or paid by the Town to have the approved work performed.

This bond may not be assigned or transferred without the prior written approval of the **Planning Board and Town Board of The Town of Kent**.

The Obligor hereby expressly authorizes the **Town of Kent**, its agents, employees, engineers, consultants and/or planners to enter upon the Obligor's property for the purpose of inspecting the erosion control system installed and the site work being performed in accordance with the approved plans, provided that the **Town of Kent** provides at least 24 hour notice to **TOM MELCHER** and/or **SHARON RUWART**;

Dated: Feb 1, 2024

TOM MELCHER

By: [Signature]
(Signature)

(Print/Type signatory's name)

TOM MELCHER

(Print/type signatory's title)

Owner/Obligee, TOM MELCHER

STATE OF New York)

) ss.:

COUNTY OF Putnam)

On the 1st day of February, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Tom Melcher & Sharon Ruwart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SHARON RUWART

By: [Signature]
(Signature)

(Print/Type signatory's name)

SHARON RUWART

(Print/type signatory's title)

Owner/Obligee, SHARON RUWART

[Signature]
NOTARY PUBLIC

JEANETTE M. KELEMEN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE6382960
Qualified in Dutchess County
Commission Expires November 5, 2026



**ROHDE, SOYKA
& ANDREWS**
Consulting Engineers, P.C.

387 Hooker Avenue, Suite 1
Poughkeepsie, NY 12603
Phone: (845) 452-7515

E-Mail Address: jandrews@rsaengrs.com

Wilfred A. Rohde, P.E. • Michael W. Soyka, P.E. (Retired) • John V. Andrews, Jr., P.E.

Memorandum

To: Planning Board
Town of Kent

Attn: Hugo German
Chairman

From: John V. Andrews, Jr., P.E.

Subject: Erosion Control Plan – Revised
Submittal

Date: December 13, 2023

Project: Melcher
TM #43.-2-62

The following materials were reviewed:

- Letter to Town of Kent Planning Board from Rennia Engineering Design, PLLC-Melcher-Retaining Wall Repair/Replacement dated November 16, 2023.
- Stormwater Pollution Prevention Plan (SWPPP) - Retaining Wall Repair and Replace, prepared by Rennia Engineering Design, PLLC, dated November 16, 2023.
- Drawing 1 - Existing Conditions Plan-Melcher Retaining Wall Repair and Replace, prepared by Rennia Engineering Design, PLLC dated September 21, 2023, last revised November 16, 2023, scale 1" =40'.
- Drawing 2- Grading/Erosion & Sediment Control Plan-Melcher Retaining Wall Repair and Replace, prepared by Rennia Engineering Design, PLLC dated September 21, 2023, last revised November 16, 2023, scale 1" =10'.
- Drawing 3- Details-Melcher Retaining Wall Repair and Replace, prepared by Rennia Engineering Design, PLLC dated September 21, 2023, last revised November 16, 2023, scale N.T.S.

The project proposes the repair/replacement of two(2) existing retaining walls on a residential property associated with a patio and pool area. The proposal includes the expansion and reconfiguration of existing patio areas, the installation of stormwater management facilities and additional landscaping. No changes to the well or onsite wastewater treatment system are proposed or required by this work.

The subject Erosion and Sediment Control Plan is not approved. The following comments are provided for the Planning Board's consideration. The comments are numbered to correspond to the comments contained in our November 7, 2023 memorandum. New comments are indicated in **BOLD**.

1. The proposed project is within the NYCDEP East of Hudson watershed and will disturb more than 5,000 SF of land and is likely to involve excavating or filling that exceeds a total of 100 cubic yards of materials. A Town of Kent Erosion & Sediment Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-20-001.

2. We defer to the Planning Board's environmental consultant regarding wetland issues. **[No wetland involvement]**
3. Provide an erosion and sediment control only SWPPP in accordance with GP-0-20-001. Provide required information from Part III.B.1 including: **[A detailed SWPPP has been submitted. We take no exception to the form and content. The items identified herein have been satisfactorily resolved. We do have some technical issues with the stormwater calculations and HydroCAD routings under the proposed conditions.**
 - **The weir location on the pond is not clearly defined. Based on the topo provided it is not clear the water will discharge as modelled.**
 - **The existing 10" pipe and its discharge are not clearly addressed in the calculations- A hydraulic analysis should be provided.**
 - **The elements in the summary routing diagram should be more clearly defined and related to the plans set.**
 - a. Part III.B.1.a – "Background information about the scope of the project, including the location, type and size of project;"
 - b. Part III.B.1.b – "A site map/construction drawing(s) for the project, including a general location map. At a minimum, the site map shall show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; on-site and adjacent off-site surface water(s), floodplain/floodway boundaries; wetlands and drainage patterns that could be affected by the construction activity; existing and final contours; locations of different soil types with boundaries; material, waste, borrow or equipment storage areas located on adjacent properties; and location(s) of the stormwater discharge(s);"
 - c. Part III.B.1.c – "A description of the soil(s) present at the site, including an identification of the Hydrologic Soil Group (HSG);"
 - d. Part III.B.1.d – "A construction phasing plan and sequence of operations describing the intended order of construction activities, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil disturbance;"
 - e. Part III.B.1.e – "A description of the minimum erosion and sediment control practices to be installed or implemented for each construction activity that will result in soil disturbance. Include a schedule that identifies the timing of initial placement or implementation of each erosion and sediment control practice and the minimum time frames that each practice should remain in place or be implemented;"
 - f. Part III.B.1.f – "A temporary and permanent soil stabilization plan that meets the requirements of this general permit and the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016, for each stage of the project, including initial land clearing and grubbing to project completion and achievement of final stabilization;"
 - g. Part III.B.1.g – "A site map/construction drawing(s) showing the specific location(s), size(s), and length(s) of each erosion and sediment control practice;"

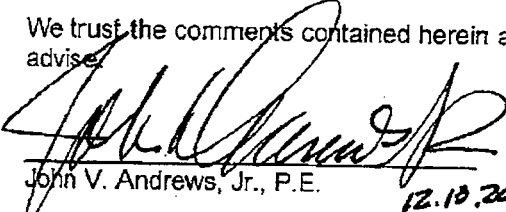
- h. Part III.B.1.h – “The dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices. Include the location and sizing of any temporary sediment basins and structural practices that will be used to divert flows from exposed soils;”
- i. Part III.B.1.i – “A maintenance inspection schedule for the contractor(s) identified in Part III.A.6. of this permit, to ensure continuous and effective operation of the erosion and sediment control practices. The maintenance inspection schedule shall be in accordance with the requirements in the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016;”
- j. Part III.B.1.j – “A description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a pollutant source in the stormwater discharges;”
- k. Part III.B.1.k – “A description and location of any stormwater discharges associated with industrial activity other than construction at the site, including, but not limited to, stormwater discharges from asphalt plants and concrete plants located on the construction site; and”
- l. Part III.B.1.l – “Identification of any elements of the design that are not in conformance with the requirements in the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016. Include the reason for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is equivalent to the technical standards.”
- m. The Applicant and Applicant’s design professional are expected to be familiar with the provisions of NYSDEC GP-0-20-001, particularly the sections regarding the maintenance of documentation on-site (Part II.D.2), provisions for modifying the SWPPP (Part III.A.4), trained contractor requirements (Part III.A.6), inspection and maintenance requirements (Part IV) and the procedure for termination of coverage in an MS4 community (Part V.A.4). These requirements are to be referenced in the SWPPP.
- n. In accordance with Part III.A.6, provide copies of the Contractor Certifications and copies of training certificates prior to the start of earth-disturbing activities.
- o. Please note, per GP-0-20-001, a SWPPP must be prepared by qualified professional, including a licensed Professional Engineer, Registered Landscape Architect or other NYSDEC endorsed individual(s).
- p. Please note – With issuance of NYSDEC General Permit GP-0-15-002 and continuing in GP-0-20-001, per Part I.B.1.b ‘Soil Stabilization’ “In areas where soil disturbance activity has temporarily or permanently ceased...” and “...is located in one of the watersheds listed in Appendix C [Entire New York City Watershed located east of the Hudson River] the *application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days from the date the current soil disturbance activity ceased...*” (emphasis added). **[Noted on plans]**

4. SWPPP – GP-0-20-001 Part 1.F.8 - Provide documentation that the project complies with the requirements for historic or archeological sensitive locations. **[Included documentation in SWPPP. Considered resolved]**
5. Provide a Notice of Intent (NOI) for review. **[Draft NOI submitted. We take no exception to the material as submitted. Revisions to the NOI are possible until the SWPPP is accepted.]**
6. Provide an MS4 SWPPP Acceptance Form with Sections I and II completed. **[Form provided. Once the SWPPP is accepted we will complete and return the MS4 Acceptance Form to the Project Sponsor for filing.]**
7. Refer to the Drawings:
 - a. Drawing 2 of 3, Note A under the Steep Slope & Erosion Control Notes is at variance with the referenced Code Section – Item 1 should read “Any disturbance involving 5000 SF or more of land area.” **[Resolved]**
 - b. Drawing 2 of 3, Note C under Steep Slope & Erosion Control Notes should identify the current permit -GP-0-20-001. **[Resolved]**
 - c. Drawing 2 of 3 should provide a calculation and/or estimate of the cubic yards involved with the excavation or filling associated with the project. **[Calculations provided - Resolved]**
 - d. A note should be added regarding the removal and restoration of the lawn when the construction access corridor is no longer required. **[Note added – considered resolved.]**
 - e. **“Preliminary” should be removed from all plan sheets.**
8. Provide a note on the drawing stating “Per §66-6.K (1): Within 10 days after installation of all erosion control plan measures, the applicant shall submit to the Building Inspector a letter from the qualified professional who designed the plan for the applicant/landowner stating that all erosion control measures have been constructed and installed in compliance with the approved plan(s).” **[Note added – Resolved]**
9. Provide an estimate for the cost of implementing all elements of the erosion control plan. **[A bond estimate in amount of \$5270.00, dated September 20, 2023 was prepared by Rennia Engineering Design, PLLC and included in this most recent submittal. We prepared our own bond estimate in the amount of \$16,500.00 based on our review of the information and notes in this submittal and Town of Kent custom and practice. A copy is attached hereto for your consideration. We recommend this bond amount of \$16,500.00 be accepted by the Planning Board as the bond amount and recommended for approval to the Town Board]**
10. The applicant is responsible for full payment of actual costs of erosion control inspections. An initial inspection fee deposit of \$1000 is to be paid to the Town in accordance with the Town of Kent Fee Schedule. **[Response indicates that fee has been paid. Vera Patterson, Planning Board Secretary to confirm.]**
11. Per §66-6.F, the public hearing can be waived as this is considered to be a minor project, involving the placement of clean fill. We defer to the pleasure of the Planning Board in this regard. We recommend the Planning Board consider waiving the requirement for a public hearing based on a finding that the proposed activity is of a

minor nature which would not significantly alter, affect, or endanger steep slopes or result in uncontrolled and excessive erosion. **[Public Hearing waived at November 7 meeting.]**

12. **The remaining matters to be resolved are technical in nature. We recommend the remaining project review be referred to the Planning Board consultants to be handled administratively.**
13. Retaining walls over 3 feet in height require a building permit per Town Code Chapter 27, §27-8.B(5). If a retaining wall is over 3 feet in height and proposed within a yard setback, a variance may be needed from the ZBA. Consult with the Building Inspector. Applications for a building permit for a retaining wall shall be supported by design calculations, details, or such other information as may reasonably be required by the Building Inspector to establish compliance of the proposed work with the requirements of the applicable building laws, ordinances, and regulations. **[Applicant's response noted. Comment continues until submission is made.]**
14. Provide a written response with future submittals stating how the comments have been addressed.

We trust the comments contained herein are of value to you. If there are any questions, please advise.


John V. Andrews, Jr., P.E. 12.10.2023

Attachment

cc: Planning Board via email
Bill Walters via email
23-261-999-187

Bruce Barber via email



**ROHDE, SOYKA
& ANDREWS**
Consulting Engineers, P.C.

387 Hooker Avenue, Suite 1
Poughkeepsie, NY 12603
Phone: (845) 452-7515

E-Mail Address: jandrews@rsaengrs.com

Wilfred A. Rohde, P.E. • Michael W. Soyka, P.E. (Retired) • John V. Andrews, Jr., P.E.

Memorandum

To: Planning Board
Town of Kent

Attn: Hugo German
Chairman

From: John V. Andrews, Jr., P.E.

Subject: Erosion Control Bond Amount

Date: December 13, 2023

Project: Melcher
TM #43-2-62

The erosion control bond is as follows:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Bioretention basin	1	EA	\$ 12,000.00	\$ 12,000.00
Concrete truck washout pit	1	EA	\$ 500.00	\$ 500.00
Soil stockpiles (1 large)	3	EA	\$ 750.00	\$ 2,250.00
Seed and mulch	6,500	SF	\$ 0.06	\$ 390.00
Stabilized construction entrance	1	EA	\$ 750.00	\$ 750.00
Silt Fence	129	LF	\$ 4.00	\$ 516.00
			TOTAL:	\$ 16,406.00

SAY \$16,500.00

John V. Andrews, Jr., P.E.

12.13.2023

cc: Planning Board via email
Bill Walters via email
23-261-999-187

Bruce Barber via email

Complete Streets Policy for the Town of Kent

Town projects that are undertaken by or on behalf of the Highway Department which are eligible for federal and/or state funding and are subject to NYSDOT oversight shall have a project scope that includes consideration of the convenient access and mobility on the road network by all users of all ages. Such users include motorists, pedestrians, bicyclists, and public transportation users. Consideration is to include complete street design features in the planning, design, construction, reconstruction and rehabilitation, but not including resurfacing, maintenance, or pavement recycling of such projects.

The Town's Planning Board is to be consulted in advance of and during implementation of any such project outlined in the paragraph above. Complete Street design features consist of roadway design features that better accommodate and facilitate convenient access and mobility by all users, including current and projected users, particularly pedestrians, bicyclists and individuals of all ages and abilities. These features may include, yet need not be limited to: sidewalks, roadways, pedestrian control signalization, bus pull outs, curb cuts, raised crosswalks and ramps and traffic calming measures; and recognize that the needs of users of the road network vary according to rural, city and suburban contexts.

Exemptions to Complete Streets Approach

A Complete Streets approach is not required if the Town determines that one or more of the following situations exists in relation to a particular roadway or thoroughfare:

1. Use by bicyclists and pedestrians is prohibited by law, such as within interstate highway corridors; or
2. The cost would be disproportionate to the need as determined by factors including, but not limited to, the following: land use context; current and projected traffic volumes; and population density; or
3. Demonstrated lack of need as determined by factors, including, but not limited to, land use, current and projected traffic volumes, including population density, or demonstrated lack of community support; or
4. Use of the design features would have an adverse impact on or be contrary to, public safety.

Nothing in this policy shall require the Town to expend monies in accordance with Complete Streets that exceed the amount of available local, state and federal funding for such Complete Street design features.

Five-Year Climate Action Plan Based on Pledge Elements

PE2. Inventory emissions, set goals, and plan for climate action.

PE2 Action	Emissions Reduction	Description	Start Date	Target Date	Responsible Parties
Community Climate Action Plan	N/A	Develop Community Climate Action Plan	1/25	12/25	Task Force with Town Staff support, Sustainable Putnam, Putnam County Climate Smart

PE3. Decrease Energy Use

PE3 Action	Emissions Reduction	Description	Start Date	Target Date	Responsible Parties
Benchmarking - Municipal Buildings	N/A	Complete benchmarking of all town-owned buildings in accordance with the resolution adopted by the town board on Dec. 5, 2023. If successful, may yield 15k funding to the town.	4/ 24	12/24	Task Force with Town Staff support and assistance from Hudson Regional Council
Government Building Energy Audits	N/A	Conduct level 1, 2, or 3 audits of one or more town buildings	1/25	6/25	Need to assess cost; possibly level 1 can be done by CCE "Energy Navigator" at no charge.
Clean Energy Upgrades	High	After completing benchmarking, document the energy use reduction of the highway building renovation. Plan additional energy-saving improvements.	1/25	12/25	Task Force with Town Staff support and assistance from Hudson Regional Council
Water-efficient Fixtures	Low	Ensure that water efficient fixtures are installed at all town facilities.	1/26	12/26	Town staff
Interior Lighting Upgrades	High	Convert light fixtures in all town offices to LED	6/24	12/24	Contractor and/or staff
Fleet Inventory, Policy, and "right-sizing."	N/A	Complete fleet inventory that meets climate smart criteria	6/24	12/24	Municipal Repairs dept., task force
Advanced vehicles	High	Use inventory to inform capital planning; "right-size" the fleet. As part of capital plan for the fleet, plan for	1/25	12/25	Town staff, possibly a fleet consultant if no cost to town.
	High		1/25	12/28	Town staff

		future purchases of high-efficiency, hybrid and or full EVs where applicable and as appropriate for needs.			
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PE 4. Shift to clean, renewable energy

PE4 Actions	Emissions Reduction	Description	Start Date	Target Date	
Heat Pumps	Moderate	Upgrade the HVAC system at Old Town Hall to heat pump.	6/24	12/24	50k Senate CREST funding
Solar Energy Installation	High	Explore possible sites for a future town solar installation.	6/24	12/24	Task force using solar energy calculation tool. Possibly roof of hwy garage?

PE 5. Use climate-smart materials management.

PE5 Actions	Emissions Reduction	Description	Start Date	Target Date	
Recycling bins	Low	Place recycling bins at all town locations that have trash cans	6/24	12/24	Mostly complete; need to verify and add as needed.
Food scrap composting	Pilot- low Full town-wide program: High	Begin drop-off food scrap composting pilot program, possibly with CCE, at new Town Hwy property. Need to give Richie info on space requirement. Goal of town-wide collection program within 5 years	6/24	12/25	CCE might provide volunteers, would make it an education/demonstration project. Funds from solar campaign can pay for shed, initial purchase of bins, and pick up fees for first year.

PE 6. Implement climate-smart land use.

PE6 Actions	Emissions Reduction	Description	Start Date	Target Date	
Comprehensive Plan with Sustainability Elements	N/A	Update Kent Comprehensive Plan to incorporate sustainability components/smart-growth principles.	1/25	12/26	Town ARPA funding proposed
Alternative-fuel Infrastructure	High	Install EV charging stations at: Kent Library	5/24	6/24	Library: 23k funding,

		Town Hall, Kent Community Hall (Old Town Hall) and/or KPD)	6/24	12/24	CREST senate funding pending
		Huestis Park Ryan's field Arts on the Lake	1/25	12/25	Reapply for NYS DEC ZEV funding
		1-84 at 311 and/or Ludingtonville (Level 3)	1/25	12/26	Federal program? Tesla?
Planning for Biking and Walking	Medium	Develop Pedestrian and Cycling Plan	3/24	12/24	Consultant and a steering committee 45 k funding 45 k Town ARPA funds

PE 7. Enhance community resilience to climate change.

PE7 Actions	Emissions Reduction	Description	Start Date	Target Date	
Conserve Natural Areas	Low	Develop Open Space plan	4/24	12/25	KCAC, Steering committee, Town Assessor, Consultant 40k funding, 15% town match = \$7,200 and/or in-kind.
Zoning for Protection of Natural Areas	Medium	As part of comprehensive plan revision, update zoning code and modify town code to implement recommendations in NRI such as conservation subdivisions and community preservation fund.	1/25	12/28	Town board, KCAC, consultants
Watershed-based Flood Mitigation Plan	N/A	The plan should clearly demonstrate consideration of current and future conditions, community engagement, field work, hydrologic/hydraulic assessment, and flood mitigation strategies. Specify and illustrate whether the assessment covers more or less than 75% of the community area. The plan must have been created or revised within ten years from the application date.	6/24	12/25	Task force, town staff, County Emergency Services
Culverts and Dams	N/A	Assess all road-stream crossings that re town purview using the NAAC protocol	5/24	12/24	Task force, Kent Hwy, Bruce Barber

		Create a road-stream crossing management plan	1/25	6/25	Task force, Kent Hwy, Bruce Barber
		"Right-size" one or more culverts	1/25	12/26	1 M funding for Lake Louise, two more grants in process.
Heat Emergency Plan	N/A	Develop heat emergency plan detailing coverage area, locations of vulnerable residents, means for transportation to cooling centers, communication system.	1/25	12/26	Town staff, County EMS
Cooling Centers	N/A	Establish one to two cooling centers at locations with back-up generators	6/24	7/24	Town staff, EMS Coordinator to formalize what is already in place
Source Water Protection	N/A	Develop groundwater protection plan and maps	6/24	12/24	Consultant 36k CREST funding pending

PE 8. Support a green innovation economy.

PE8 Actions	Emissions Reduction	Description	Start Date	Target Date	
Community Campaigns	Medium	Re-open Community Solar Campaign. If successful, may yield 15k funding to the town for other energy efficiency projects	3/24	12/24	Task force with Sustainable Putnam's help

PE9 Inform and inspire the public.

PE9 Actions	Emissions Reduction	Description	Start Date	Target Date	
Climate Change Education & Engagement		Develop an information campaign about the need to pump septic systems at least every 5 years as a first step towards enforcement of this regulation.	6/24	12/25	Town staff, task force
		Work to promote a three-year interval for systems close to watercourses and water bodies			
		If a food scrap composting program is developed with CCE, use it to educate the public.	6/24	12/25	Task force, CCE staff and volunteers

US Department of Transportation (DOT) – Safe Streets and Roads for All (SS4A) Grants Program FY24

Deadline: The following is a breakdown of important dates related to this program

Webinars

- March 7, 2024 at 1:30 PM Action Plans Webinar (Optional)
- March 8, 2024 at 1:30 PM Supplemental Planning Webinar (Optional)
- March 13, 2024 at 1:30 PM Implementation Grants Webinar (Optional)

Planning and Demonstration Grants

- February 21, 2024 Application Opens
- April 4, 2024 at 5:00 PM Application Deadline (Round 1)
- April 17, 2024 Questions Deadline
- May 16, 2024 at 5:00 PM Application Deadline (Round 2)
- August 29, 2024 at 5:00 PM Application Deadline (Round 3)

Implementation Grants

- February 21, 2024 Application Opens
- April 17, 2024 Questions Deadline
- April 17, 2024 Pre-Application Deadline (Optional)
- May 16, 2024 at 5:00 PM Application Deadline

Amount: The following is a breakdown of information related to program funding

- \$1,256,687,000 total funding
- Planning and Demonstration Grants
 - \$656,687,000 total funding
 - \$10,000,000 maximum award
 - \$100,000 minimum award
- Implementation Plan Grant
 - \$580,000,000 total funding
 - \$25,000,000 maximum award
 - \$2,500,000 minimum award
 - 50 awards expected
- 20% match required (cash or in-kind)
- 12-60-month project period

Please note: An eligible applicant may only submit one application to the funding opportunity. If an applicant is eligible for both a Planning and Demonstration Grant and an Implementation Grant, the applicant may only apply for a Planning and Demonstration Grant or an Implementation Grant, not both. Funding will be distributed on a reimbursement basis.

Eligible Applicants: The following entities are eligible to apply for funding through this program

- Municipalities
- Counties

- Metropolitan Planning Organizations (MPOs)
- Tribal Governments
- Multijurisdictional Group of Entities

Overview: Through the Safe Streets and Roads for All (SS4A) program, the US Department of Transportation (DOT) provides funding for two types of grants: Planning and Demonstration Grants and Implementation Grants. Planning and Demonstration Grants are for comprehensive safety action plans, including supplemental safety planning, and/or safety demonstration activities. Implementation Grants are available to implement strategies or projects that are consistent with an existing Action Plan. Implementation Grants are used to implement strategies or projects that are consistent with an existing Action Plan and may also bundle funding requests for supplemental planning and demonstration activities that inform an Action Plan. To apply for an Implementation Grant, an eligible applicant must have a qualifying Action Plan. A breakdown of the eligible funding categories is below:

- **Planning and Demonstration Grants:** Planning and Demonstration Grants are used to develop, complete, or supplement a comprehensive safety action plan, as well as carry out demonstration activities that inform an Action Plan. The three different types of activities under the Planning and Demonstration Grants can either be bundled together into one application, or an applicant may choose to request funding for only one of the activities. Applicants may only apply for a single grant type, but both grant types have the option to include Planning and Demonstration projects under them. The development of, or updates to, an Action Plan must be the intended result of each supplemental planning and demonstration activity. Planning and Demonstration Grants have three different types of activities:
 - Develop an Action Plan;
 - Conduct supplemental safety planning to enhance an Action Plan; and
 - Carry out demonstration activities to inform the development of, or an update to, an Action Plan.
- **Implementation Grant:** Funding supports projects and strategies identified in an Action Plan that addresses roadway safety problems. Implementation Grants may also fund associated planning and design and supplemental Action Plan activities in support of an existing Action Plan. Applicants must have an existing Action Plan to apply for Implementation Grants or have an existing plan that is substantially similar and meets the eligibility requirements of an Action Plan. An eligible applicant for Implementation Grants must also meet at least one of these conditions:
 - Have ownership and/or maintenance responsibilities over a roadway network;
 - Have safety responsibilities that affect roadways; or
 - Have agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction.

Eligible activities include:

- (A) Developing a comprehensive safety action plan or Action Plan;
- (B) Conducting planning, design, and development activities for projects and strategies identified in an Action Plan; or

- (C) Carrying out projects and strategies identified in an Action Plan.

Implementation Funding Restrictions:

- Activities must include element (C) “carrying out projects and strategies identified in an Action Plan,” and may include element (B) “conducting planning, design, and development activities for projects and strategies identified in an Action Plan” and/or element (A) “supplemental planning or demonstration activities.”
- Projects and strategies identified in element (C) must be either infrastructure, behavioral, or operational activities identified in the Action Plan, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan.

Past Recipients: The following entities have previously received funding through this program

- (2023) City of Plainfield, NJ: Plainfield Roadway Safety Action Plan. Funding supports the city to develop a new Action Plan (\$400,000)
- (2023) Union Township, NJ: Union Township Comprehensive Safety Action Plan. Funding supports the township to develop an Action Plan as well as demonstration and other supplemental planning objectives (\$200,000)
- (2023) Capital District Transportation Authority (CDTA) (Albany, NY): The project will implement safety countermeasures such as road diets, raised medians, signalized midblock crossings, bus bulb-outs, and sidewalk extensions, and consolidate or relocate bus stops for safer boarding (\$5,294,400)

Please note: A full list of FY23 grantees available [here](#).

Application Delivery: The below information is intended to assist with program submission details

- Primary Program Contact:
 - Paul D Teicher
 - 202-366-4114
 - SS4A@dot.gov
- Application Submission:
 - Optional: Implementation Grant applicants may submit their Action Plan(s) for [pre-application review](#) so that USDOT may affirm their eligibility to apply for an Implementation Grant.
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