

Town of Kent
Town Board Meeting
March 15, 2022

Executive Session: 6:00 pm

Discuss proposed, pending or current litigation and the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. The Town Board meeting will follow at 7:00 pm.

Public Hearing: 7:00 pm

Planning Board Code Change

Workshop/Meeting

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Kent Parks- nylon net
 - b. NYSEG- easement
 - c. Parks Department- auction truck, purchase truck
 - d. Lake Carmel- Lake manager
 - e. Highway- Procurement Policy amendment
 - f. Planning Board
 - i. Roncallo bond release
 - ii. Freidland bond release
 - iii. Chen and Shin bond release
 - g. Municipal Repairs- Advertise for Temporary Mechanic
 - h. Supervisor- Appoint temporary clerk
 - i. Lake Carmel engineer (FEMA)
4. Vouchers
5. Announcements
6. Public Comment

TOWN OF KENT
NOTICE OF HEARING

AMENDMENTS TO CHAPTER 77
OF THE KENT TOWN CODE

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, _____ an amendment to Kent Town Code Chapter 77, entitled “Zoning”, which amendment will revise Chapter XVII regarding “Special Permit Uses and Site Plans” to add provisions that would authorize the Building Inspector to waive site plan requirements for certain de minimis construction activities.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil’s Crossing, Kent, New York, on _____ at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: March ___, 2022

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF KENT

YOLANDA D. CAPELLI, TOWN CLERK

TOWN OF KENT
AMENDMENT TO
CHAPTER 77
OF THE KENT TOWN CODE

BE IT ENACTED by the Town Board of the Town of Kent, Putnam County, New York,
as follows:

Section 1. Chapter 77, Article XVII regarding “Special Permit Uses and Site Plans” shall be deleted in its entirety, and replaced with the following language to authorize exemptions and waivers for de minimus activities:

§ 77-60 Approval of site plans.

~~D.—Exemptions. The following activities are exempt from site plan approval:~~

- ~~(1) Construction, extension or alteration of a single family dwelling and accessory structures thereto on a lot legally in existence as of the date of this chapter, or on a lot approved by the Planning Board for single family residential use pursuant to Chapter A81.~~
- ~~(2) The seasonal planting, cultivation and harvesting of field crops, fruits, vegetables, and horticultural specialties, including nursery stock, ornamental shrubs, and ornamental trees and flowers, whether as part of an existing or a new or expanded agricultural operation, and not involving the construction or alteration of any structure.~~
- ~~(3) Construction or alteration of the interior of a building or structure;~~
- ~~(4) Routine property maintenance activities, including repainting, repair, and in-kind~~

~~replacement~~

D. Exemptions and Waivers for De Minimis Activities

(1) Waiver Documentation Requirements.

(a) Completed Waiver Request; and

(b) Recent as-built site survey or site plan that details at a minimum property boundaries, property topography, roadway(s), parking lot(s), and structures. The as-built survey or site plan shall be not more than five (5) years old from the date of the waiver request; and

(c) Recent as-built site survey or site plan, redline markup that details the location and type of proposed change(s).

(2) De Minimis Waivers.

(a) In the case of certain de minimis construction activities that would otherwise require site plan approval by the Planning Board, the Building Inspector is hereby authorized to issue building permits after review and recommendation by the Town Planner and without site plan approval by the Planning Board, provided:

(i) The activity involves the construction of not more than 200 gross square feet of new construction for a use that is permitted in the district in which the property is located; and

(ii) The existing use of the property is a conforming use; and

(iii) The property is located in a business or a commercial district; and

(iv) The lot and all existing and proposed structures comply with the minimum lot and bulk requirements for the district in which the lot is located, or area variances have been issued by the Zoning Board of Appeals; and

(v) Activity does not impact or occur in watercourses, wetlands or wetland setbacks

(b) This recommendation shall be made to the Planning Board and Building Inspector, in writing, after review by the Town Planner

(3) Site Plan Approval Waiver.

(a) In the case of a use conversion which does not require additional exterior construction or site modifications, or in the case of a site plan change involving less than 400 square feet of new construction, the Planning Board may determine that the site plan application procedures outlined herein are not applicable and may waive the requirement of a site plan review, in whole or in part, provided the Board determines:

(i) The proposed change in use or site plan change will not result in additional traffic generation, or wastewater flows or water consumption beyond the existing system's capacity, and

(ii) The proposed change in use or site plan change will not affect pedestrian and traffic circulation, eliminate parking, or alter the height of the exterior facade; and

(iii) The lot and all existing and proposed structures comply with the minimum lot and bulk requirements for the district in which the lot is located, or area variances have been issued by the Zoning Board of Appeals.

(b) This determination shall be made to the Building Inspector, in writing, after decision of the Planning Board.

(4) De Minimis Exemptions. The following activities are exempt from site plan approval:

(a) Construction, extension or alteration of a single-family dwelling and accessory structures thereto on a lot legally in existence as of the date of this chapter, or on a lot approved by the Planning Board for single-family residential use pursuant to Chapter A81.

(b) The seasonal planting, cultivation and harvesting of field crops, fruits, vegetables, and horticultural specialties, including nursery stock, ornamental shrubs, and ornamental trees and flowers, whether as part of an existing or a new or expanded agricultural operation, and not involving the construction or alteration of any structure.

(c) Construction or alteration of the interior of a building or structure;

(d) Routine property maintenance activities, including repainting, repair, and in-kind replacement.

Section 2. This local law shall take effect immediately.

Dated: March ____, 2022

BY THE ORDER OF THE TOWN BOARD
TOWN OF KENT

BY THE ORDER OF THE TOWN BOARD OF
THE TOWN OF KENT



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Quote	
Cart #:	21351782
Purchase Order #:	Chris - NETting
Cart Name:	nting
Quote Date:	03/01/2022
Quote Valid-to:	04/13/2022
Payment Terms:	NT30
Ship Via:	
Ordered By:	Chris

Contact Your Rep
Matt Hill Email:mhill@bsnsports.com | Phone:972-499-8225

Sold to
1031637
TOWN OF KENT
 RECREATION DEPARTMENT
 25 Sybil's Crossing
 KENT LAKES NY 10512

Ship To
1031637
TOWN OF KENT
 RECREATION DEPARTMENT
 25 Sybil's Crossing
 KENT LAKES NY 10512

Payer
1031637
TOWN OF KENT
 RECREATION DEPARTMENT
 25 Sybil's Crossing
 KENT LAKES NY 10512

Item Description	Qty	Unit Price	Total
#504 HTPP NET BLACK W/ROPE BORDER Item # - 8042BKRDS	4000 FT2	\$ 0.72	\$ 2,880.00

Subtotal:	\$2,880.00
Other:	\$0.00
Freight:	\$0.01
Sales Tax:	\$0.00
Order Total:	\$2,880.01
Payment/Credit Applied:	\$0.00
Order Total:	\$2,880.01



THIS EMAIL IS FROM AN EXTERNAL SENDER!

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

Hello Christopher,

Thanks for your interest in Carron Net products! Here is the quote you requested based on the information provided. Stock #77705 is made of #36 knotted nylon 1-3/4" square mesh; this netting has a tensile strength of 340 pounds.

NETTING - #77705 - #36 nylon, 1 3/4" mesh

Qty	Stock	Color	Height	Width	Price	Extension
1 ea	77705	Black	40' 0"	100' 0"	\$8,748.49	\$8,748.49
1	TOTAL NETS				NETTING TOTAL	\$8,748.49

Est. Netting Wt. - 166 lbs

Price includes tape bound edges and grommets on 1' centers on all edges.

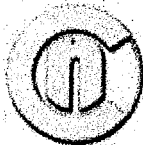
This pricing does not include shipping charges.

Production lead time is based on existing production queue at time of order, but is currently about 10 weeks.

Please let me know if you have any questions or need additional information.

Thanks!

Sheri Heap
Sales & Marketing Coordinator



**CARRON NET
COMPANY, INC.**
Quality Nets Since 1964

1623 17th Street || P.O. Box 177
Two Rivers, Wisconsin 54241





Karen Curtis

To: Kent Parks

Fri 3/4/2022 5:01 PM



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!

Christopher,

thank you for the request! I priced both web and rope borders. Please email or call me directly if you have any questions

- ♣ web border / grommets \$5598.00 5 weeks ♣
- rope border \$3525.00 3 weeks

Best,

Karen Curtis
Sales Representative

u.S. Netting

Div of National Tool Grinding
1514 Veshecco Drive
Erie, PA 16501
Ph 800-331-2973 Ext 232
Fax 814-455-9336



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January 31, 2022

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

RE: Electric Line Maintenance for Tax Parcel ID # 22.65-1-50
New York State Route 52, Town of Kent, Putnam County
Work Order # 801000442872

Dear Property Owner:

Enclosed is a copy of NYSEG's construction sketch showing the necessary electric facilities we need to place on your property as part of the electric line maintenance at the location referenced above. NYSEG is requesting an easement to install a down guy anchor for stability and will remove the pole to tree guy wire as shown on the enclosed sketch.

If the board is agreeable to our facilities as shown, will an authorized representative please sign the easement in the presence of a Notary Public. Please return the easement and a copy of the meeting minutes or resolution authorizing the execution of the easement at your earliest convenience using the enclosed business reply envelope.

If you have any questions or concerns, please contact NYSEG Energy Land Management at 1-888-352-9110 and refer to the Work Order number above. Thank you for your cooperation in this matter.

Sincerely,

NYSEG
Energy Land Management
Enclosures



JOB TITLE: RPL POLE

NOTIFICATION: 10103404856

DRAWN BY: COLIN HOLLER

WORK ORDER: 801000442872

DATE: 1/27/2022

COUNTY: PUTNAM

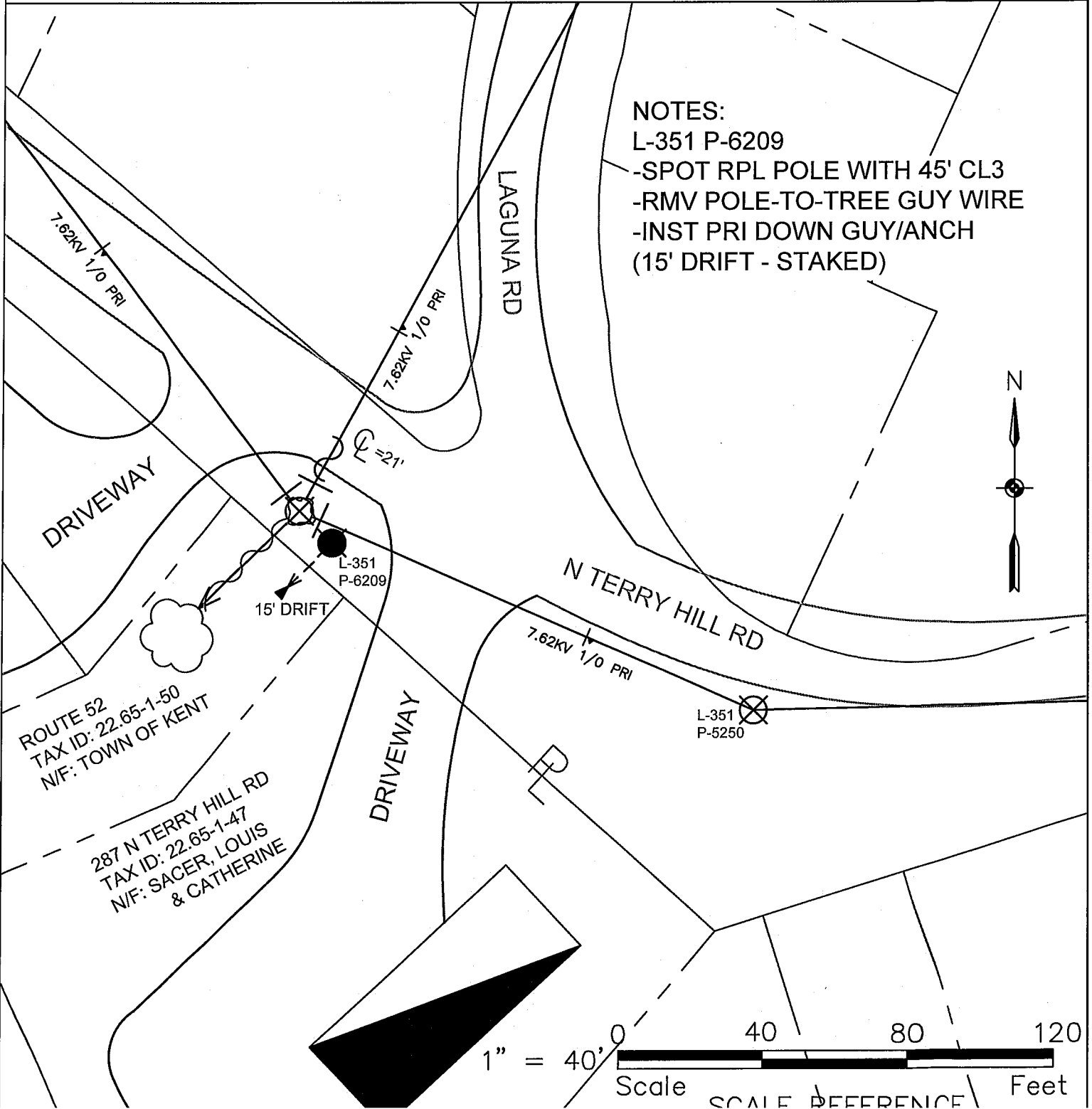
REVISION:

TOWN: KENT

ROAD: N TERRY HILL RD

SUB/CKT: WEST PATTERSON 475

PLANNER: COLIN HOLLER



NOTES:

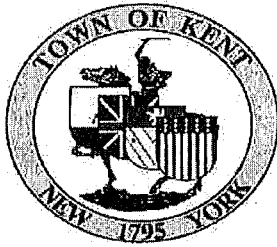
L-351 P-6209

- SPOT RPL POLE WITH 45' CL3
- RMV POLE-TO-TREE GUY WIRE
- INST PRI DOWN GUY/ANCH (15' DRIFT - STAKED)

ROUTE 52
TAX ID: 22.65-1-50
N/F: TOWN OF KENT

287 N TERRY HILL RD
TAX ID: 22.65-1-47
N/F: SACER, LOUIS & CATHERINE

1" = 40'
Scale SCALE REFERENCE Feet



Town of Kent Municipal Repairs
62 Ludington Court
Carmel, New York 10512
(845) 225-6612 Fax (845) 225-9464
Nicholas Mancuso, Automotive Service Manager
municipalrepairs@townofkentny.gov

Date: February 17, 2022

Subject: Parks Dept Terrastar/Auction

Supervisor Jaime McGlasson and Town board members,

I met with Parks department crew chief Frank Sabatini regarding vehicle replacement and auction various pieces of antiquated equipment.

The Parks department truck which is 2016 International Terrastar VIN# 1HTKPSKK0GH088464 4x4 combination dump body and plow. A versatile truck and was once a Highway department truck does not fit the parks department needs.

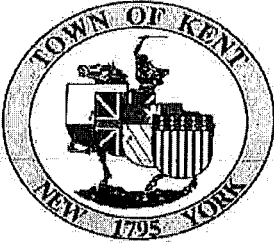
With the Town Board approval I can Auction the truck on Auctions International. With the current climate in the resale market this truck will give a return past my expectations and the Town can replace this vehicle with a proven Ram 5500 4x4 dump plow truck. This truck is versatile and is part of highways fleet. I can purchase one on contract and use the proceeds from the Auction to offset the purchase.

There was a Board resolution #115 to auction obsolete equipment for the Parks department. I will wait for Town Board approval on this matter and at that time will add the Terrastar truck to the auction.

I look forward to your response in this matter and if you have any questions please do not hesitate to ask.

Thank you,

Nicholas Mancuso
Service Manger
Town of Kent



Town of Kent Municipal Repairs

62 Ludington Court

Carmel, New York 10512

(845) 225-6612 Fax (845) 225-9464

Nicholas Mancuso, Automotive Service Manager

municipalrepairs@townofkentny.gov

Date: February 22, 2022

Subject: Parks Department New truck purchase

Supervisor Jaime McGlasson and Town board members,

This is a follow up from letter written February 17th regarding the Parks department replacement truck with a Ram 5500.

After inquiring with the Ram dealer (Robert Green Truck) vehicle inventory is limited and pricing is inflated. At the moment there is a vehicle in inventory at Robert Green that would fit our needs and is on a contract. With Town Board approval I can purchase this vehicle from a statewide contract as follows: Onondaga city # ONGOV-106-19. Spec sheet and pricing attached.

With the truck outfitted to the Parks department needs the total is \$77,587.30

This is a \$10,000.00 savings if purchased from inventory as opposed to a build date.

I asked for a hold on this truck as a courtesy it was granted.

I look forward to your response in this matter and if you have any questions please do not hesitate to ask.

Thank you,


Nicholas Mancuso

Service Manger

Town of Kent

ROBERT GREEN TRUCK DIVISION
 ROUTE 17 EAST EXIT 107, P.O. BOX 8002
 ROCK HILL, N.Y. 12775
 PHONE 845-794-0300 FAX 845-794-0295

rev-04/01/08

ONONDAGA CTY #ONGOV-106-19 STATEWIDE PIGGY BACK CONTRACT TRUCKS TRUCK EQUIPMENT

KENT, TOWN OF
 25 SYBIL'S CROSSING
 KENT LAKES, NY 10512
 NICK MANCUSO
 MUNICIPALREPAIRS@TOWNOFKENTNY.GOV

Parks Dept

BASE MODEL LESS 26%/FACTORY OPTIONS LESS 10%/NON OEM EQUIPMENT LESS 50%

PH 845 225-6612
 FX 845 225-9464
 VN LG310336/ EXTERIOR COLOR RED

				RS GREEN		
QTY		UNIT PRICE	NET PRICE	TOTAL		
1	9'X96" 3-4 YD E-SERIES TIPPER, 14" SIDES, 20" TAILGATE, LB510SA ELEC	\$21,042.00	\$10,521.00	\$10,521.00		
1	VERTICAL SIDE BRACES & 3 PANEL TAILGATE	\$762.00	\$381.00	\$381.00		
1	QUICK DROP TAILGATE	\$158.00	\$79.00	\$79.00		
1	BOXED TOP RAIL	\$634.00	\$317.00	\$317.00		
1	UPGRADE DUMP BODY TO STAINLESS STEEL	\$12,000.00	\$6,000.00	\$6,000.00		
1	7 GAUGE FLOOR	\$634.00	\$317.00	\$317.00		
1	DONOVAN 2000X MANUAL COVER ,MANUAL RETURN, CAB LEVEL CRANK AND PULL BAR					
1	INCLUDES: MESH TARP AND INSTALLATION UP TO 93" WIDE BODIES	\$968.00	\$484.00	\$484.00		
1	BODY UPLIGHT	\$444	\$222	\$222.00		
	RGTD-PZ975 97.5DBL BACK UP ALARM	\$168.00	\$84.00	\$84.00		
	ANTICORROSION PROTECTION & UNDERCOAT	\$659.00	\$329.50	\$329.50		
1	FRONT MUDFLAPS - TRUCK TYPE	\$182.00	\$91.00	\$91.00		
1	PLASTIC REAR FENDERS	\$928.00	\$464.00	\$464.00		
1	BOSS 9.0' SUPER DUTY STRAIGHT STEEL PLOW	10,380.00	5,190.00	\$5,190.00		
1	SNOW DEFLECTOR UP TO 9'	\$900.00	\$450.00	\$450.00		
1	7 WIRE FLAT TRAILER RECEPTACLE	\$318.00	\$159.00	\$159.00		
1	RECEIVER HITCH W/ INSERT & "D" RINGS (DOES NOT INC. BALL)	\$520.00	\$260.00	\$260.00		
1	UPGRADE RECEIVER TO CLASS 5, 2.5" WITH INSERT AND ADAPTER	\$312.00	\$156.00	\$156.00		
1	STROBE LIGHTS AT DUMP BODY REAR PILLARS	\$1,264.00	\$632.00	\$632.00		
1	(4) CODE3 XTP4A AMBER LED STROBE LAMPS GRILLE	\$1,264.00	\$632.00	\$632.00		
1	(4) OVAL STAR LED STROBE LAMPS SIDES/FRONT CABSHIELD	\$1,990.00	\$995.00	\$995.00		
1	ALUMINUM TREADPLATE HIGHPACK	\$7,508.00	\$3,754.00	\$3,754.00		
1	FRONT TIMBREN LOAD BOOSTERS	\$682.00	\$341.00	\$341.00		
1	REAR TIMBREN LOAD BOOSTERS	\$914.00	\$457.00	\$457.00		
1	BOSS 9' V-BOX PINTLE CHAIN DUAL MOTOR ELECTRIC POLY SPREADER	\$15,190.00	\$7,595.00	\$7,595.00		
1	2020 RAM DP0L64 5500 REG CAB, 4X4, 84" CA	\$43,720.00	\$32,352.80	\$32,352.80		
1	FACTORY TO DEALER DESTINATION CHARGE		\$1,695.00	\$1,695.00		
1	JKV-115V AUX POWER OUTLET	\$150.00	\$135.00	\$135.00		
1	6.4 LITER GAS ENGINE, 6 SPEED AISIN HD AUTO TRANS					
1	MRU-MOPAR BLACK TUBULAR SIDE STEPS	\$395.00	\$355.50	\$355.50		
1	LBN-POWER TAKE OFF PREP	\$295.00	\$265.50	\$265.50		
1	LAY-LED TAIL LAMPS	\$95.00	\$85.50	\$85.50		
1	A61-POWER WINDOWS, HEATED MIRRORS, KEY FOBS	\$995.00	\$895.50	\$895.50		
1	AMP-CHROME APPEARANCE PACKAGE	\$695.00	\$625.50	\$625.50		
1	XHC-TRAILER BRAKE CONTROL	\$295.00	\$265.50	\$265.50		
1	AHD-HEAVY DUTY SNOW PLOW PREP GROUP	\$395.00	\$355.50	\$355.50		
	XAC-PARKVIEW BACK UP CAMERA SYSTEM	\$495.00	\$445.50	\$445.50		
	INSTALL FACTORY BACK UP CAMERA		\$150.00	\$77,387.30		
1	DELIVERY TO PUTNAM COUNTY	#VALUE!		\$200.00		
1		SUB TOTAL		\$77,587.30		

Summary of Conversations with Prospective Lake Managers for Lake Carmel

LCPDAB has secured \$10,000 to work with a Lake Manager/Limnologist to address the ecological issues currently preventing maximal recreational use of the lake for Lake Carmel residents. LCPDAB members Jeanne Garbarino and Bobby Ulich are co-managing this project and are moving ahead with the following shared goals:

1. **Leverage the existing lake data to provide a better understanding of this living ecosystem.** Ample lake data has been collected by multiple entities across several decades. These data include but are not limited to current and historical plant and fish surveys, physical and chemical measurements, and harmful algae bloom data. We believe that painting this picture with existing data not only helps to describe how our lake is responding to the built community environment, but may also prevent duplicative measurements by our selected lake manager. Only if there are holes would we invest in a set of measurements to be performed by the lake manager.
2. **Examine current lake management practices used for Lake Carmel.** We are interested in learning, in detail, how the lake is currently being managed by the town, and whether these practices are indeed the right strategies for our lake.
3. **Lay the foundations for future next steps, and take our fellow Lake Carmel residents with us.** We understand that this effort is just a beginning. However, it is a necessary step to building a tailored strategy that the community can ultimately get behind.

Interview Summaries

Northeast Aquatic Research, LLC

Website: <https://northeastaquaticresearch.net/>

Contact: AJ Reyes <northeastaquaticresearch@gmail.com>

This meeting took place on the morning of February 11, 2022 at the Beach 5 parking lot. Jeanne, Bobby, and AJ were in attendance.

Key discussion points:

- AJ was very interested in learning about current lake management practices. For example, he asked about our choice to drawdown the lake 48" per year, and suggested that it might have a negative impact on preserving important lake vegetation
- In taking one look at the carved out channel going from the parking lot to the lake, AJ immediately asked if we have been observing seeps around the lake. He suggested that now is a great time to drive around and take note of where seeps are popping up as this can be very informative
- AJ was very interested in looking at the input and output of Lake Carmel (Stump Pond Stream and the Middle Branch Croton River, respectively) as characteristics such as stream erosion could help add to our understanding of what is going on. He also alluded to the idea that connecting any major issues to NYC watersheds could be used to leverage funding for future interventions
- He suggested that he would also like to get a better understanding of the current fish/plant population, how septs might be playing into this, and figuring out the internal load of the lake
- AJ then shared his track record working with lakes in Kent, NY (China and Barrett Ponds, Lake Tibet and Seven Hills Lake in addition to others around Putnam County (Pine, Roaring Brooke, Stump Brook) and shared that he himself is

a resident of Putnam Valley. He has a masters in lake science, is a Certified Lake Manager (CLM) and is well-suited to review and summarize existing datasets.

- He would not be able to start until May/June, but if engaged would make time to do 1 walk around to examine seeps.
- Work would include presenting to town members for outreach, and a recommendation for how to move forward (with others and with additional funding)

Aquatic Ecosystems Consulting

Website:

Contacts: Alissa Perrone <aqua.eco.consult@gmail.com> and Steve Di Lonardo <steve.dilonardo@gmail.com>

This meeting took place on the evening of February 16, 2022 over zoom. Jeanne, Bobby, Alissa, and Steve were in attendance.

Key discussion points:

- Alissa and Steve discussed the history of their company (they met in graduate school) and disclosed that both consult on top of full-time jobs elsewhere
- Steve was very specific about the data he felt were important to understand, which includes longitudinal and vertical measurements, identification of key sampling areas, phytoplankton levels, general nutrients, chemical measurements, and a general baseline sampling program. Steve seemed a bit skeptical about using our existing lake data.
- Alissa suggested that our lake, despite it being shallow, likely stratifies.
- Both describe their success working with Kathy Khang over at Palmer Lake
- Both leaned heavily on grass carp management practices as their primary strategy moving forward

The Pond and Lake Connection

Website: <https://thepondconnection.com/>

Contacts: James Gorman <james@thepondandlake.com>

This meeting took place on the morning of February 18, 2022 at the Beach 5 parking lot. Jeanne, Bobby, Walt, and James were in attendance.

Key discussion points:

- James was very forthcoming and said that AJ was the best person to look at the data we currently have and that he would come in after recommendations had been made
- James also shared his feelings on the best way to move forward -- with a chemical treatment program to bind phosphorus -- but that it was a moot point since NYS does not allow use of such chemicals.
- James pointed out that the amount of Cutrine being added to the lake (by Mork Roland at Life Inc) is likely much, much less than what we need, and likely does not help at all
- James stated plainly that we need 30% vegetation in our lake, and Bobby point out that it is likely much less than what is there right now
- Suggested coyote (or wolf??) urine pellets placed in a tuna fish can on a dock can help keep geese away from beaches.
- James seemed very knowledgeable about the professional landscape but did not offer specific ways to move ahead at this point

Follow up email received from James 2/23/22

I have some information for you...

1) Cutrine Plus: Rate in NY is .6 gallons per acre foot. If the lake is 200 acres and you are treating the top 2.5' (typical) that is 500 acre feet. We are legally only allowed to treat 1/2 the lake at a time...250 acft...150 gallons of Cutrine Plus. A

case of Cutrine Plus is 5 gallons...is LIFE bringing 30 cases of product? Also, let us pretend that you know we pay \$26/gallon....\$3,900 cost in product. How much is the bill? Does the difference pass the eye test?

2) According to the label, Cutrine Plus needs to be mixed with 9 gallons of water for every 1 gallon of product and sprayed evenly over the surface.

3) Maybe, someone should visit Mark this season when he is treating to see how much product is being used.

4) I have attached a label for ProcellaCor. This is the milfoil product that offers a 3-year guarantee and only works on milfoil.

Princeton Hydro

Website: <https://thepondconnection.com/>

Contacts: Chris L. Mikolajczyk, CLM <cmiko@princetonhydro.com>

This meeting took place on the evening of February 18, 2022 over Google Meet. Jeanne, Bobby, and Chris were in attendance.

Key discussion points:

- Chris has the strongest academic background, with stated 30 years of lab experience, and is incoming president of North American Lake Management Society -- NALMS (shared that he will be attending the upcoming NYSFOLA)
- He plainly shared that the most effective way to move ahead would be to invest in a Watershed Management Plan, ideally alongside other lakes in the area. He knows this is expensive, and offered a few shorter term ideas.
- Chris shared that a septic ordinance, according to literature, has been shown to reduce lake pollutants by 30-40%
- Chris also suggested that adding more vegetation along shorelines can help with geese issues

- Bobby asked Chris to access data from an unpublished 2018 study performed on the lake by Princeton Hydro in conjunction with the NYSDEC, involving looking at the effectiveness of several interventions, such as an ultrasound machine, H₂O₂, and alum treatments -- Chris would follow up
- Shared that the CSLAP program will likely hit some major organizational roadblocks
- Based in colorado, but would visit site 1-2x per year, and lean on his team for more direct involvement

Aquatic Ecosystems Consulting
55 Woodland Road
Mahopac, NY 10541
914-329-0054
718-514-4056
aqua.eco.consult@gmail.com

**Lake Carmel Water Quality Assessment Proposal
2022**

Based on a meeting held on February 16, 2022 held with representatives of the Lake Carmel Park District, the scope of work presented in this proposal includes the compilation, analysis and assessment of water quality data from multiple sources over the last 20+years. These sources include Citizen Statewide Lake Assessment Program (CSLAP) data and past reports produced by hired consultants. The goal of our work will be to produce a report which will identify priority water quality issues and the factors that are negatively impacting Lake Carmel's water quality. Included in this report will be a set of management recommendations to address these water quality issues. These recommendations will aim to provide options of varying costs and potential impacts; providing the Lake Carmel residents with the ability to participate in the decision making of managing their lake in the future.

Please contact us at aqu.eco.consult@gmail.com if you wish to further discuss this proposal.

Sincerely,

Ms. Alissa Perrone
Aquatic Ecologist

Mr. Steve Di Lonardo
Aquatic Ecologist

Data Entry, Data Analysis and Report Preparation

Data Entry, Data Analysis and Report Preparation

\$4,000.00

AEC will transcribe, visualize, analyze and provide recommendations based on water quality data over the last 20+ years. This includes data, surveys, maps.

Cost breakdown: Aquatic Ecologist - (50 hrs @ \$80/hr)

Aquatic Ecosystems Consulting
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Our Qualifications

Ms. Alissa Perrone, co-founder

Ms. Perrone received her BS in Biology with a minor in Environmental Science from East Stroudsburg University (1991). Upon graduation she worked for an environmental consulting firm, Environmental Standards, Inc., as a Quality Assurance Specialist where she reviewed data reports from laboratories to ensure their methods were in compliance with state and federal regulations.

Ms. Perrone went on to receive her MS in Biology (Aquatic Sciences) From Fordham University in 1998. While at Fordham she honed her skills in aquatic sampling techniques and became efficient on the major laboratory instrumentation used to analyze aquatic samples. Her dissertation entitled, Strong indirect effects of a submersed aquatic macrophyte, *Vallisneria americana*, on bacterioplankton densities in a mesotrophic lake studied the effects that a submerged aquatic plant can have on bacteria populations in a lake through the plant's release and uptake of nutrients (nitrogen, phosphorus and dissolved organic carbon).

Upon receiving her MS, Ms. Perrone began working as a Research Specialist/Lab Manager in the Aquatic Ecology Lab at the Louis Calder Center – Biological Field Station of Fordham University. She was involved in a multitude of varying research projects studying lakes, rivers and streams from the collection/analysis of water samples to data analysis and reporting.

In 2010, Ms. Perrone was promoted to Assistant Director of the Louis Calder Center. As the Assistant Director she is responsible for the daily operations of the Center, facilitating the research needs of the faculty and students, and coordinating the educational/outreach activities at the Calder Center. Her varied responsibilities require excellent organization and communication skills.

Since 1996, Ms. Perrone has been providing the Town of Carmel, through the Lake Mahopac Advisory Board, consulting services which have included annual Aquatic Plant Biomass and Water Quality Studies and being a knowledgeable (and very accessible) resource for any questions regarding the ecology of their lake.

Mr. Steve Di Lonardo, co-founder

Mr. Di Lonardo received his college diploma in Pure and Applied Sciences from Vanier College (Staint-Laurent, Quebec) in 1995, and afterwards attended Concordia University (Montreal, Quebec) where he received his BS in Biology (1999). Mr. Di Lonardo received his MS in Biology from Fordham University (2005).

Since 2003 Mr. Di Lonardo has held positions in both the public and private sectors (detailed below).

Mar. 2003 – Sept. 2005	Environmental Scientist Henningson Durham & Richardson Engineering <i>New York, NY</i>
Nov. 2005 – Apr. 2006	Environmental Scientist Ethan C. Eldon Associates, Inc. <i>New York, NY</i>
June 2006 – June 2010	Scientist / Water Ecologist New York City Department of Environmental Protection Watershed Water Quality Science and Research Division <i>Valhalla, NY</i>
July 2010 – Present	Research Scientist New York City Department of Health and Mental Hygiene <i>Queens, NY</i>
May 2001 – Present	Aquatic Biologist Private Consultant <i>Westchester / Putnam County, NY</i>

Mr. Di Lonardo has been invited to present his research and share his knowledge of aquatic ecosystems at both national and international conferences. Below are a selection of presentations and publications authored by Mr. Di Lonardo. Included are a few publications co-authored with Ms. Perrone.

Di Lonardo, S. S., J. D. Wehr, A. A. Perrone, K. Truhn. 2011. Cyanobacteria Bloom and Nutrient Imbalance Linked to Stocked Sterile Carp in a Eutrophic Lake. **New York State Watershed Technical Conference. West Point, NY.**

Di Lonardo, S. S. and J. Alair. 2009. Water information system for the management and storage of time series data. **New York State Watershed Technical Conference. West Point, NY.**

Di Lonardo, S. S., J. D. Wehr, A. A. Perrone. 2009. The management of lake eutrophication using sterile triploid grass carp and hypolimnetic withdrawal in a suburban temperate mesotrophic lake. **American Society of Limnology and Oceanography. Nice, France.**

Cizek, A. R., G. W. Characklis, J. A. Hayes, O. D. Simmons, S. S. Di Lonardo, K. A. Alderisio, and M. D. Sobsey. 2008. Comparing the Partitioning Behavior of *Giardia* and *Cryptosporidium* with that of Indicator Organisms in Stormwater Runoff. **Water Research.**

Di Lonardo, S. S. and J. Alair. 2008. The development of a remote data communication system for storm sampling in New York City Watersheds. **New York State Watershed Technical Conference. West Point, NY.**

Di Lonardo, S. S., K. A. Alderisio, G. Characklis. 2007. Settling Characteristics of *Giardia* cysts and *Cryptosporidium* oocysts in Storm Water flow to a New York City Drinking Water Reservoir. **New York State Watershed Technical Conference. West Point, NY.**

Pace, C.J., K.A. Alderisio, S.S. Di Lonardo, J. Alair. 2007. Storm Water Loading of *Giardia* spp. and *Cryptosporidium* spp. in Perennial Streams of a New York City Reservoir. **New York State Watershed Technical Conference. West Point, NY.**

Di Lonardo, S. S., K. A. Alderisio, G. Characklis. 2007. Partitioning and Settling Characterization of *Giardia* and *Cryptosporidium* Associated with Suspended Particulate Matter from Surrounding Tributaries During Storm and Base flow Conditions in a New York City Drinking Water Reservoir. **Societas Internationalis Limnologiae (SIL). Montreal, Canada.**

Di Lonardo, S. S., J. D. Wehr, A. A. Perrone. 2006. Submerged aquatic vegetation density as influenced by stocked triploid grass carp and increasing nutrient levels in a temperate, mesotrophic lake. **American Society of Limnology and Oceanography (ASLO) Summer Meeting. Victoria, Canada.**

Di Lonardo, S. S., J. D. Wehr, A. A. Perrone. 2005. Mechanisms of stimulation and inhibition of freshwater bacterioplankton production as influenced by different tree species POC. **ASLO Summer Meeting. Santiago de Compostela, Spain.**

Di Lonardo, S. S. and E.J. Maly. 2004. Dissolved solids do not induce diapause in the calanoid copepod *Agladiaptomus leptopus*. **Aquatic Ecology 38: 425 – 432.**

Di Lonardo, S. S., J. D. Wehr, A. A. Perrone. 2004. DOC dynamics, UV absorbance, and bacterioplankton responses to different species of forest tree inputs. **ASLO Summer Meeting. Savannah, Georgia.**

NORTHEAST AQUATIC RESEARCH, LLC

PROPOSAL

Lake Carmel Historical Data Review, Action Plan and Seepage Survey

Submitted to the Lake Carmel Park District Advisory Board

Attn: Jeanne Garbarino and Bobby Ulich

February 14th, 2022

Alejandro Reyes, CLM


Business Location: Mansfield, CT, USA

Mailing Address: 74 Higgins Highway, Mansfield, CT 06250

Telephone number: 1-203-848-4610

Email: northeastaquaticresearch@gmail.com

Normal Business Hours: 8 AM to 5 PM, M-F



*Northeast Aquatic
Research*

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northeastaquaticresearch@gmail.com

- WATER QUALITY MONITORING
- INVASIVE PLANT ASSESSMENT & CONSULTING
- WATERSHED EVALUATION
- STORMWATER MANAGEMENT
- ONSITE WASTEWATER IMPAIRMENT STUDIES
- SOIL & SEDIMENT TESTING
- BATHYMETRIC MAPPING
- VOLUNTEER TRAINING
- EDUCATION & OUTREACH

Contractor Information

A. Company Statement of Qualifications

Northeast Aquatic Research, LLC (NEAR) is a small limnological research and lake management consulting company located in Mansfield Center, Connecticut. The company was founded in 1997 by Dr. George Knoecklein to provide objective scientific evaluation, recommendations, and oversight directly for lake stakeholders. Our goal is to assist in the development of long-term monitoring programs, then using the results to provide adaptive management advice on control options and follow up with independent review of implementation. Dr. Knoecklein has successfully assisted lake stakeholder groups in this way for nearly forty years in New England and New York. We work directly with homeowners and lake associations, as well as municipal, state, and federal branches of government. NEAR is a small firm so we can be personable and attentive. We strive to develop ongoing and open lines of communication, and we believe that establishing stakeholder trust in our professional work is one of the most critical parts of following through with water quality and plant management recommendations. We rely on effective communication of complex aquatic chemistry to stakeholder leaders, and we recognize that sustainable lake management is propelled by both science and community.

As such, our approach to lake management is data-intensive and education-focused. We have authored hundreds of Lake Management Planning Reports centered on water quality and aquatic plant management in the northeast.

We are experts in lake monitoring including, nutrients, dissolved oxygen, redox potential and anaerobic respiration byproducts (sulfide, manganese, iron), hydrodynamics of thermal stratification, water quality loading modeling, and developing mitigation strategies for both nitrogen and phosphorus loading from the watershed, and internal sediments. We do not skim over lake data anomalies, and instead, when it is appropriate, we treat irregularities as a way to delve deeper into understanding ever-changing lake systems. We find the answers to complicated questions in the minute data details and reference scientific literature to support our interpretations and recommendations.

B. Project Leaders & Past Projects

While Dr. Knoecklein is involved in all NEAR projects and reviews all final reports, project management is overseen by both Alejandro Reyes and Hillary Kenyon Garovoy, who are both recognized as Certified Lake Managers (CLM) with the North American Lake Management Society. As a very small company, we contend that three limnologists are better than one. We rely on each other's strengths and expertise to provide the best possible management recommendations, while one person typically serves as the Project Manager and main point of contact.

A.J. Reyes, Aquatic Ecologist, CLM, Project Manager [NY]

A.J. received a B.S. in Ecology at SUNY Plattsburgh, and an M.S. degree in Lake Management from SUNY Oneonta. Before joining NEAR in 2017 A.J. spent years living in various parts of the country working on water quality and lake habitat projects with the United States Geological Survey. A.J. worked on Lake

Champlain, VT collecting and analyzing long term water quality data, and also served as an Extension Associate for North Carolina State University. At NCSU he was the liaison between multiple stakeholder groups including the reservoir utility owner, the NC DEQ, and thousands of shoreline residents at Lake Gaston. Since working with NEAR, A.J. has served as the project manager for the mid-Hudson River aquatic plant survey project, as well as many existing and newly established lake management programs in NY. The range and scope of A. J's experience with lakes is vast, with over 60 waterbodies managed or co-managed by him since he started in lake management. A.J. excels in stakeholder education and communication, water quality analysis and cyanobacterial management. A select number of A.J.'s past projects are listed below.

Brant Lake, NY	Mid-Hudson River, NY	Doolittle Lake, CT
Copake Lake, NY	Lake Hayward, CT	Mohegan Lake, NY
Kirk Lake, NY	North Spectacle Lake, CT	Berkshire Lake, NY
Roaring Brook Lake, NY	Candlewood Lake, CT	Tuxedo Lake, NY
Tibet Lake, NY	Pine Pond, NY	Seven Hills Lake, NY
Lake Innisfree, NY	Beaver Dam Lake, NY	China Pond, NY
Spring Lake, NY	Robinson Pond, NY	Barrett Pond, NY

Hillary Kenyon, Senior Environmental Scientist & Co-Project Manager, CLM [CT]

Hillary has a B.S. degree in Environmental Science from the University of Connecticut and is finishing up an M.S. degree in Plant and Soil Science at the University of Massachusetts. Hillary joined Northeast Aquatic Research in 2013 as a field scientist and has been a Certified Lake Manager since 2017. She serves as project manager for roughly 20 ongoing lake management projects in CT and NY. She is a skilled data analyst with three years of experience with R programming and nearly eight years of GIS mapping, modeling, and data management experience. As a part-time graduate student, Hillary's research over the past three years has focused on the internal loading of phosphorus from benthic lake sediments, as well as the role of lake sediment types and particle size distribution in water quality. Hillary is a qualified CT Soil Scientist with specific interests in advanced onsite wastewater treatment and nitrogen-reduction technologies. Hillary has also taught cyanobacterial ecology and management workshops at several national conferences. Select past project lakes that Hillary has managed are listed below:

West Hill Lake, CT	Dog Pond, CT	Roseland Lake, CT
Lake Oscawana, NY	West Side Pond, CT	Coventry Lake, CT
Lake Pocotopaug, CT	Tyler Lake, CT	Lake Quassapaug, CT
Candlewood Lake, CT	Middle Bolton Lake, CT	Crystal Lake, CT
Andover Lake, CT		

C. Past Project References

Wendy Weisman	Ina Cholst	Vivian Gufarotti	Maureen Perotti
China Pond, Kent, NY	Roaring Brook Lake, Putnam Valley, NY	Lake Tibet, Kent, NY	Seven Hills Lake
wendyweisman@gmail.com	icholst@gmail.com	viviangufarotti@gmail.com	maureen.galway.perotti@gmail.com

Project Understanding

Based on the conversation between NEAR and the Lake Carmel Park District Advisory Board, there is an imminent need for short- and long-term management approaches to deal with the degraded state of the lake. Harmful cyanobacteria blooms have been prevalent for multiple years now, which directly impact all desired uses of Lake Carmel. Reducing the frequency and duration of blooms will have a positive impact for the ecosystem and its users.

In order to begin the process of managing Lake Carmel, NEAR is recommending a data driven approach to establishing short- and long-term goals for nutrient reduction, which is most likely the main route to reducing cyanobacteria blooms. The water quality characteristics and aquatic plants of Lake Carmel have been monitored by multiple entities over the years, but the data have not been systematically collected and analyzed. By embracing a wholistic view of the lake ecosystem, every factor relevant to cyanobacteria management is taken into account when selecting management remedies. Management decisions need to be made with the backdrop of good, systematically collected data. Many management actions that could be relevant for Lake Carmel can be expensive, with success and failure hinging on a proper understanding of the in-lake conditions.

NEAR is recommending three specific line items which will help start the management process:

- 1) Historical water quality and aquatic plant data review and analysis
- 2) Action plan for short-term and long-term management and monitoring
- 3) Seepage survey to identify groundwater pollution

Scope of Work

Our proposal includes three tasks:

Task 1. Historical Water Quality and Aquatic Plant Data Review and Analysis

- NEAR will compile all historical data from Lake Carmel into one database which will be analyzed for trends and data abnormalities. Data sources include but are not limited to: CSLAP past reports, Lake Carmel HAB Action Plan, Lake Carmel TMDL, Past consulting reports, and PRISM plant surveys.
- Specific questions that will be explored are:
 - How has the Lake Carmel ecosystem changed over time and what events have facilitated those changes?
 - How accurate and useable are the past modeling efforts for today's conditions?
 - Does the data point to specific problem areas within the watershed or in-lake?
 - How successful were past management actions?
 - Where are the largest gaps in water quality and aquatic plant data?

Task 2. Action Plan for Short-Term and Long-Term Management and Monitoring

- NEAR will take the data and results from the historical data review and compile it into a short- and long-term action plan aimed at guiding management on Lake Carmel.
- Specific components of the action plan include:
 - Brief overview of historical data review
 - Management tasks that the Park District should undertake on a short, medium and long term basis
 - Each task item will include cost estimates, list of potential contractors, questions to ask contractors, and performance metrics to evaluate success.
 - Monitoring strategy to address data gaps and interpret success for management. Strategy will be a hybrid volunteer/professional effort, which helps keep costs manageable.
 - Funding opportunities for management, monitoring and research that directly supports Lake Carmel's ecosystem.

Task 3. Seepage Survey

In March, NEAR will conduct a groundwater seepage survey along the perimeter of the lake. The shoreline's drawdown conditions reveal groundwater seeps coming from upland sources, which may be high in nitrogen and phosphorus. NEAR will collect a maximum of 10 samples from shoreline areas with a high density of homes and/or potentially faulty septic leach fields. Samples will be tested for Total Filtered Phosphorus, Total Filtered Nitrogen, and E. Coli. Samples are filtered to remove particulate matter which can get into samples, and to hone in specifically on dissolved effluent originating from septic systems. The presence of E. coli in surface waters indicates fecal matter originating from humans and other warm-blooded animals. These results will be used to pinpoint problem areas and hotspots, allowing the park district to further explore these areas and propose remedies.



Picture of groundwater seep exposed by drawdown

Proposed Budget

The proposed NEAR budget for 2022 Historical Data Review, Action Plan and Seepage Survey is **\$8,454**. Please see the table below for a breakdown of costs by task.

Lake Carmel Data Review, Action Plan and Seepage Survey		Cost
Task Number & Description		
1	Historical data review	\$3,500
2	Action plan for short and long term recommendations	\$1,800
3	Zoom Meeting to discuss review and present short and long term action plan	\$450
4	Seepage survey to identify sources of groundwater pollution	\$1,684
	Nutrient lab analyses	\$1,020
Total 2022 Cost		\$8,454

Additional Information

Professional Consulting:

NEAR can provide ongoing consultation to the Lake Carmel Park District Advisory Board, which allows the Board to ask questions and receive Lake management advice during the study period. Services counted toward ongoing consulting include the following:

- Conference calls to provide updates on lake monitoring work throughout the year.
- Email requests requiring literature searches or extensive data reviews.
- Evaluation of proposals from contractors looking to work with the lake.
- Site visits outside scope to evaluate conditions (rate increases to \$150 if staff need to use a boat).

All consulting will be billed at \$150/hr.

Invoicing Schedule

NEAR will submit invoices for payment after the completion of each field visit and/or completion of a specific task. NEAR may send one invoice for multiple tasks if two or more tasks are conducted within a small timeframe. Changes to the invoicing schedule may be agreed upon when necessary.

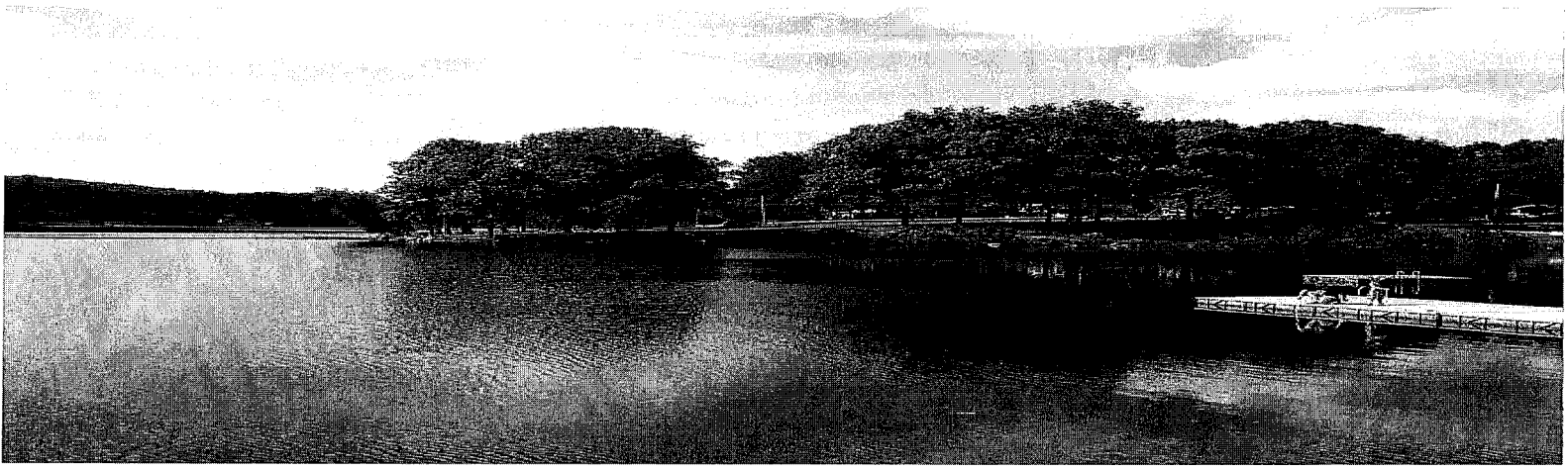
Policy on Rush Services

NEAR typically receives water quality test results within 6 weeks of submission to the specialty laboratory. Due to the sensitivity and low limits of deduction necessary for lake-water analysis, there are very few qualified laboratories, and the 6-week timeline is part of the reporting quality assurance process. If water quality data is requested prior to the 6-week period, a 25% - 50% rush charge will be added to each parameter requested. We require at least two weeks' notice prior to a modified nutrient reporting deadline and rush pricing may apply.

Northeast Aquatic Research, LLC (Proposal: 2022, Lake Carmel Park District, Historical Data Review)

We would like to thank the Lake Carmel Park District Board for reviewing this proposal. While we are a small company, we hold ourselves to high standards and consistently outperform larger companies. We feel that our small size enables us to cater to the individual needs of lake groups. Our lake management reports and programs have helped waterbodies across the northeast, and we would love the opportunity to help the Park District manage such a precious resource.

Sincerely,
Alejandro Reyes & the NEAR Team



PROPOSED LAKE CARMEL 2022 MONITORING PROGRAM

**LAKE CARMEL PARK DISTRICT ADVISORY BOARD
KENT LAKES, PUTNAM COUNTY, NEW YORK**

MARCH 2022

PREPARED FOR:

LAKE CARMEL
PARK DISTRICT ADVISORY BOARD
ATTN: JEANNE GARBARINO
25 SYBIL'S CROSSING
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PREPARED BY:

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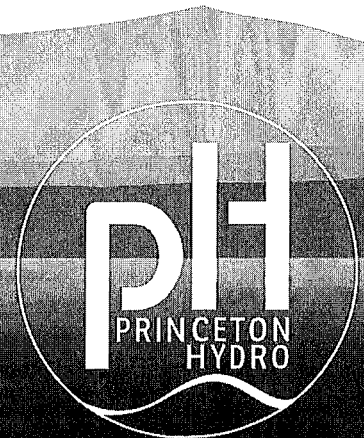




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Cover photo courtesy of Patch.com.



FIRM OVERVIEW

Princeton Hydro is a small business enterprise that was formed in 1998 with the specific mission of providing integrated ecological and engineering consulting services. Offering unparalleled expertise in natural resource management, water resources engineering, geotechnical design & investigation, and regulatory compliance, our staff provides a full suite of services throughout the Mid-Atlantic and New England states. We have offices in Ringoes, New Jersey; Sicklerville, New Jersey; Bowie, Maryland; Exton, Pennsylvania; South Glastonbury, Connecticut and Colorado Springs, Colorado. Our multidisciplinary team has the skill sets necessary to conduct highly comprehensive assessments; develop and design appropriate, sustainable solutions; and successfully bring those solutions to fruition.

At Princeton Hydro, we are committed to changing our ecosystems, quality of life, and communities for the better. Our passion and commitment to the integration of innovative science and engineering drive us to exceed on behalf of every client. We take great pride in our reputation of delivering comprehensive ecosystem-based solutions that are cost-effective. Our engineers and scientists have in-depth knowledge of urban, coastal, riverine, floodplain, and wetland environments. Our 50+ technical personnel and 10 administrative staff include individuals with academic training and real-world project experience – many with advanced degrees and/or professional licenses – in hydrology and hydrogeology, green stormwater management, aquatic and wetland ecology, coastal resiliency, geotechnical investigation, wetland and stream restoration, fishery biology, population and community ecology dynamics, stakeholder engagement, environmental planning, and environmental risk analysis. The unique skills and cumulative expertise of our highly experienced staff are reflected in the creative nature of Princeton Hydro's award-winning projects.

Because our firm has conducted a variety of aquatic, hydrologic, and natural resources analyses in this region, we are not only familiar with the flora and fauna of the region, but also the permitting, available GIS data layers, state and local agency requirements, and regional landscape.



QUALIFICATIONS

Princeton Hydro's unique combination of experience and technical knowhow are the reasons why our clients have come to rely on us for the proper implementation of their lake management projects. It is also why several of our projects have been recognized with awards from the USEPA and the North American Lake Management Society (NALMS), as well as various regional watershed protection associations, national planning societies, and environmental advocacy groups.

The Princeton Hydro staff can identify the root cause of a lake's problems and put into action the measures needed to correct the problems. Most of our technical staff have advanced degrees and/or professional licenses and an exceptional background of project experience in lake and watershed management and restoration. Our proposed Senior Project Manager Mr. Christopher Mikolajczyk is a Certified Lake Manager (via NALMS) and is the current elected president of NALMS for 2021-22. Furthermore, our Director of Aquatics, Dr. Fred Lubnow is a past-president of the Pennsylvania Lake Management Society, and both Dr. Lubnow and Mr. Mikolajczyk have served on the NALMS Board of Directors. Together they bring to this project a collective resume that is truly unmatched.

Our lake management staff is supported by a full array of the boats, field investigation resources, and sampling equipment needed to conduct the work outlined in this RFP. We maintain our own in-house laboratory that is equipped to conduct various types of biological assessments such as fish, plankton, macrophyte, and benthic invertebrate identifications. Additionally, we are a certified laboratory for the field collection of various *in-situ* data.

Princeton Hydro is also a licensed aquatic pesticide company. We routinely conduct macrophyte surveys, as well as design and implement macrophyte, algae, and invasive species management programs. We have on staff multiple individuals that are licensed to apply aquatic pesticides. Our expertise in aquatic vegetation control includes the use of herbicides, harvesting, hydrosucking, the re-introduction of desirable plants, and the use of winter drawdown. We also own the proper machinery (Truxor, Marsh Master and airboat) needed to implement various mechanical macrophyte management programs.

With most lake restoration and management implementation efforts comes the need to secure NYSDEC permits, work directly with regulators and address the public's concerns relative to the effectiveness or potential environmental impacts of certain restoration techniques. Our lake managers have an extensive amount of experience in dealing with the regulatory and permitting issues associated with the full array of lake and restoration management projects. We are also very experienced in conducting public meetings and developing the education and outreach materials used to support lake restoration projects.

LAKE MANAGEMENT & RESTORATION

Princeton Hydro brings to the Lake Carmel Park District Advisory Board (LCPDAB) unparalleled expertise in the sampling of lakes and ponds, the development of restoration and management plans, and the implementation of lake and pond restoration projects. This expertise is reflected in the resumes of the staff that will work on this project (included later in the proposal) and in the types of project examples highlighted throughout.

Our ability to analyze lake problems and develop realistic, implementable solutions is reflected in the fact that Princeton Hydro developed, for the New Jersey Highlands Council, their promoted guidance document for the preparation of a Lake Management and Restoration Plan. That guidance document was developed for the purpose of providing municipal and county governments and private lake and pond owners the direction in how to prepare and implement a lake management and restoration plan all throughout the neighboring state of New



Jersey. As noted by the Highlands Council, it is essentially a "cookbook" or "blueprint" of the "what and how of preparing a successful plan and then implementing that plan using an adaptive management approach." Princeton Hydro has the proven capacity to conduct all the work outlined in this RFP. We have worked on over 300 lakes and reservoirs (not counting ponds) throughout the Tri-State area. This includes major recreational water bodies as well as major drinking water reservoirs. In the past two years alone, we have provided restoration and management services to over twenty major lakes, all encompassing:

- ✓ Water quality monitoring
- ✓ Hydrologic and hydraulic modeling
- ✓ Testing and management of sediments
- ✓ Lake drawdown and refilling
- ✓ Survey and mapping of aquatic plants
- ✓ Dredging of accumulated sediments (mechanical and hydraulic)
- ✓ Design and installation of aeration equipment
- ✓ Alum treatments
- ✓ Algaecide and herbicide treatments
- ✓ Mechanical weed control
- ✓ Environmental permitting
- ✓ Fish removal and stocking

All the above services were provided by our own staff, using in-house equipment and, when needed, backed by our in-house geotechnical soils lab and our in-house biological lab. The only services that were subcontracted were those involving the chemical analysis of water and sediment samples.

The success of our past lake, pond, and reservoir management projects is a direct function of the integration of our lake management, engineering, and aquatic ecology capabilities. As such, we are confident that Princeton Hydro provides the LCPDAB the technical expertise and project experience needed for the effective completion of this project. Thus, Princeton Hydro's staff will provide the LCPDAB the correct mix of personnel led by a strong contract manager and project management team. This will enable us to meet all the LCPDAB's goals and will ensure this project is successful.

WATERSHED MODELING & TMDL ANALYSES

Princeton Hydro has significant experience conducting water quality sampling, monitoring, and modeling. Since much of our monitoring and modeling work is associated with Watershed Implementation Plans (WIPs), and/or are funded through federal and/or state grants, Princeton Hydro's projects adhere to strict quality control and assurance of all forms. This ensures all collected or model-generated data are accurate and representative and can be confidently used by state agencies. For example, in New Jersey, we have prepared nearly 50% of all the New Jersey Department of Environmental Protection's (NJDEP) approved Watershed Protection Plans.

WATER QUALITY MONITORING

Princeton Hydro has conducted a variety of water quality monitoring programs. Many of our projects have included lake, stream, and watershed modeling, habitat evaluation, and the analysis and synthesis of large sets of environmental data. This work has included modeling efforts to examine relationships between species and habitats, and the use of aerial photography to identify critical areas and the habitats of rare and endangered species. Our personnel are fully conversant with the appropriate protocols associated with the collection and analysis of a variety of environmental parameters.

Most of Princeton Hydro's water quality projects have included the design and execution of sampling programs to evaluate existing water quality. We have conducted sampling programs for lakes to evaluate water chemistry and a variety of biological parameters, encompassing phytoplankton, zooplankton, benthos, macrophytes, and fish. In addition, Princeton Hydro has an in-house biological laboratory with the microscopes (dissecting and compound) and associated material/equipment necessary to conduct phytoplankton, zooplankton, and



macroinvertebrate identifications and enumerations as per accepted federal and state protocol. Our lab is NJDEP certified (#10006) for the *in-situ* measurement of key ecological parameters as well as the use of automated sampling devices. We have written numerous NYSDEC, NJDEP, PADEP, and USEPA quality assurance protocols (QAPPs).

AQUATIC SURVEYS

Princeton Hydro routinely conducts a variety of sampling and monitoring programs in marine, estuarine, and freshwater ecosystems. Many of our projects include the analysis and synthesis of large sets of environmental data. This work has included modeling efforts to examine relationships between species and habitats, and the use of aerial photography to identify critical areas and the habitats of rare and endangered species. Our aquatic projects encompass water quality assessments as well as the investigation of phytoplankton, zooplankton, periphyton, benthos, macrophyte, and fish communities. Our stream survey work has included the application of the Rosgen methodology for the assessment of stream corridor impact and the assessment of stream restoration strategies. We are recognized as the state's foremost lake and pond management company, providing such services for state, private, and public lake associations.

STORMWATER MANAGEMENT

Princeton Hydro is a leader in designing innovative, cost-effective, and environmentally-sound green infrastructure and stormwater management systems. Princeton Hydro has extensive experience in developing watershed and stormwater management plans on both the local level and on a regional scale. We are recognized for our innovative approach to stormwater quality and quantity management and have designed and implemented both grey and green stormwater management systems and environmental enhancement programs for over 100 sites, including lakes, corporate buildings, golf courses, planned residential developments, and public parks.

Our Aquatics and Stormwater Management teams are integrated and have developed regional nonpoint source pollutant budgets for over 100 waterways. The preparation of stormwater management plans and recommendations and the design of stormwater management basins for pollutant reduction and sediment control is an integral part of many of our lake restoration projects. We have prepared comprehensive pollutant loading analyses on a sub-watershed basis for several studies and assessed relationships between land use and water quality under storm runoff conditions as part of studies conducted in urban, suburban, and rural watersheds.

Our innovative natural treatment systems improve stormwater quality by promoting the settling of sediments, enhancing nutrient uptake, trapping suspended solids, and attached pollutants and creating wildlife habitat. These natural treatment systems are used to create aesthetically attractive environments, improve the client's public image, minimize mowing, and reduce or eliminate the need for chemical treatments. Our approach integrates the engineering aspects of stormwater management with natural runoff treatment systems to fulfill such diverse objectives as flood control, water quality protection, erosion and sediment control, aesthetics and recreation, and pollutant reduction. These systems include bioswales, dry basins, extended detention basins, wet retention ponds, infiltration basins, infiltration trenches, sand filters, and created wetlands. We have also sized and utilized manufactured treatment systems such as Vortechnic, Stormceptor, sumped basins, and petrofilters. Our capabilities include hydrologic modeling and hydraulic analysis, as well as innovative designs for watershed-wide stormwater management systems.

Our staff consists of civil and hydraulic engineers, aquatic biologists, wetland scientists, and a landscape designer who have collaborated on various projects to assure that hydraulic, water quality, and aesthetic elements are addressed accurately and comprehensively. Our project team is experienced in applying a wide variety of



hydraulic and water quality models to stormwater management applications. Related stormwater management experience includes assessing development-related impacts on surface water quality, preparing stormwater quality enhancement plans for developing watersheds, and creating stormwater monitoring plans to meet requirements of the National Pollutant Discharge Elimination System (NPDES).

PUBLIC OUTREACH

At Princeton Hydro, our technical experts are trained in effective science communication and our communications team members are trained scientists. This combination allows our team to seamlessly communicate project goals with the public, local NGOs, technical experts, and government agencies.

Our team also has extensive experience facilitating various leadership initiatives. Transparent and regular communication with the client and local, state, and federal agencies is critical to the success of any project. Princeton Hydro regularly manages complex ecological restoration projects throughout the greater Northeast with multiple project partners, regulatory agencies, local business owners, and concerned stakeholders. We can assist the participatory dialogue in the region to help address the concerns of all stakeholders and communicate complex topics such as risk, vulnerability, and flood hazard. With past involvement in hundreds of ecological restoration projects throughout the greater northeast, our staff's experience and insight are unparalleled in this field.

Our community outreach and planning efforts involve gathering all the necessary stakeholders and initiating an open dialogue early in the project planning process. To set common watershed management goals, public education and outreach activities should be proactive, engaging, and inclusive of numerous watershed stakeholders. Consensus and acceptance from a wide variety of stakeholders is often required, including, but not limited to, municipalities, counties, state agencies (e.g. state parks), and the public. We have found this to be critical to the success of many of our projects, both to diffuse conflicts that arise between user groups, as well as to educate stakeholders throughout the implementation phase of watershed and hazard mitigation plans. We have also found that education and outreach efforts help make the scientific and engineering components of a project more accessible at the user level, increasing the public's understanding and awareness of the goals of our projects.

Additionally, several Princeton Hydro personnel have extensive experience with public education and involvement. This experience includes teaching courses at the university level, as well as educational activities associated with project work. Princeton Hydro personnel are active members in a variety of professional societies that cover a wide range of disciplines and regional environmental interest groups. These include the Society for Ecological Restoration, North American Lake Management Society, American Water Resources Association, Society of Wetland Scientists, Association of State Floodplain Managers, Mid-Atlantic Exotic Pest Plant Council, and the United States Green Building Council.



KEY STAFF MEMBERS

For this contract, we have selected our Aquatics Senior Project Manager, Christopher Mikolajczyk, CLM, to serve as the Project Team Manager and Point of Contact. Mr. Mikolajczyk has over 25 years of experience in lake management and is a NALMS Certified Lake Manager. His experience and expertise working on over 100 water bodies of all shapes and sizes in a multitude of projects in various subject categories is what makes him the best fit as project lead for this scope of work. Additionally, Mr. Mikolajczyk is particularly skilled in working side by side with citizen-science groups, having authored multiple lake management plans which utilized volunteer collected data. The following pages include resumes of our key staff members included on this project.



Christopher L. Mikolajczyk, CLM

Senior Project Manager; Senior Aquatic Scientist

Mr. Mikolajczyk conducts the management, oversight, and coordination of aquatic ecology and water resource projects conducted by Princeton Hydro in three main areas: aquatic resource restoration and management, aquatic ecosystem sampling and investigations, and stormwater quality modeling and management. These projects are multi-faceted and many of them involve detailed logistical and scheduling requirements, as well as the supervision of multiple junior staff environmental professionals with diverse expertise. Many of the projects that Mr. Mikolajczyk manages are conducted for federal, state, and local government agencies; federal and state parks; commercial and industrial corporations; golf courses; land developers; and lake community associations. Mr. Mikolajczyk also manages the implementation and design of in-lake projects such as dredging, submerged aeration, nuisance species control, nutrient inactivation and biomanipulation projects. Additionally, Mr. Mikolajczyk manages the design and implementation of watershed restoration projects such as structural BMPs, bio-engineering techniques for nutrient reduction, development of TMDL pollutant budgets, watershed-based monitoring programs. Many of these projects are also EPA 319(h) funded, and Mr. Mikolajczyk works hand in hand with clients to help develop grant applications.

EDUCATION

- M.S. Environmental Geography, Rutgers University
- B.A. Environmental Geography, Rutgers University
- A.A.S. Ecology & Environmental Technology, Paul Smiths College

PROFESSIONAL CERTIFICATIONS

- NALMS Certified Lake Manager (CLM) #11-01M
- Manager; NJDEP Certified Laboratory #10006
- State of New Jersey Boating Safety Certificate #R225863

PROFESSIONAL AFFILIATIONS

- North American Lake Management Society (NALMS), President (2021-22); Previous roles: Board of Directors; CLM/CLP Committee Chair

PROFESSIONAL TRAINING:

- Natural Resources Damages, Environmental Remediation, Environmental & Ecological Risk Assessment; Rutgers University

AREAS OF EXPERIENCE

- Preparation of watershed plans
- Preparation of protocols, quality assurance plans and QAPPs
- Identification, prioritization and assessment of restoration, mitigation, and storm water management projects
- Water quality sampling plans
- Sediment sampling analysis plans,
- Regulatory, policy and municipal ordinance development review
- Environmental risk and impact assessments
- Permitting
- Development and implementation of TMDL-based restoration plans
- Data collection and interpretation and statistical analyses of datasets

SELECT PROJECT EXPERIENCE

Manasquan Reservoir Water Quality Monitoring & SAV Analysis, Howell, NJ (2018 - 2020) – Mr. Mikolajczyk oversaw all field work and assisted in authoring the Aquatic Plant and Cyanobacteria Management Plans. These studies presented the lake's hydrologic and bathymetric data, as well as nutrient, planktonic, and macrophyte community data. The studies also presented recommendations to the NJWSA of the reservoir for the day to day and long-term management water quality decisions of the reservoir, particularly with the invasive aquatic plant species, Hydrilla.

Lake Hopatcong Phoslock Treatment, Landing, NJ (2020) – This project involved the largest Phoslock treatment in the Northeastern U.S. Phoslock is a clay-based nutrient inactivating technology. Our team treated 50 acres of Lake Hopatcong with Phoslock to reduce phosphorus levels in the lake with the goal of reducing harmful algal bloom outbreaks. For this project, Mr. Mikolajczyk reviewed the QAPP and assisted with the scope of work development and budgeting.

Lake Hopatcong Aeration System, Landing, NJ (2020) - This project involved the implementation of an aeration system at Lake Hopatcong, New Jersey's largest lake. Aeration systems achieve water quality improvements by helping prevent stagnation of water, increasing circulation, disrupting thermal stratification which provides "through-column" mixing, and minimizes the occurrence of harmful algal blooms (HABs). Our team installed both an air curtain aeration system and a nanobubble aeration system to help combat HABs. For this project, Mr. Mikolajczyk reviewed the QAPP and assisted with the scope of work development and budgeting.

Christopher L. Mikolajczyk, CLM

Senior Project Manager; Senior Aquatic Scientist

NYSDEC HABs Pilot Study (2018-Present) – This is an innovative, longitudinal study to evaluate various management techniques to combat HABs and assess their efficacy and potential for wider adoption, with the ultimate goal of producing regional guidance documents. Mr. Mikolajczyk was involved in the initial budgeting stages of this project and led the development of the scope of work.

Strawbridge Lake 9E Watershed Plan and Restoration Implementation, Moorestown, NJ (2014 - present) – Mr. Mikolajczyk acts as Project Manager where he oversees all year-round lake management decisions based upon the USEPA 9-Element Watershed Management Plan, which he authored. The project entails meeting the needs of multiple local stakeholders with regards to multiple recreational and fisheries use, as well as overall aesthetics and has an annual budget of \$500,000. Implementation projects that have been completed thus far include dredging and enhancement of natural stormwater BMPs.

Green Pond Water Quality Monitoring & SAV Analysis, Rockaway, NJ (2001 - present) – Mr. Mikolajczyk completed all field work and authored the Green Pond Lake and Watershed Management Plan, as well as developed the TMDL for the lake. The Feasibility Study presented the lake's hydrologic, pollutant budget, and bathymetric data, as well as fishery, planktonic, and macrophyte community data. The feasibility study also presented recommendations to the stakeholders of the lake for the day to day and long-term management water quality decisions of the lake, particularly with the newly discovered presence of the invasive Eurasian watermilfoil.

Lake Hopatcong Floating Classroom, Jefferson, NJ (2018) – For this project, Princeton Hydro developed and executed a curriculum for the Lake Hopatcong Foundation to teach students about water quality measures aboard a floating classroom, a boat that traversed the lake for hands-on learning. Volunteer instructors were given an in-class primer on basic lake ecology, water quality, and why monitoring efforts are important for the lake. Princeton Hydro then provided further technical assistance in the development of a water quality monitoring program for educators that focuses on lake/pond ecosystems, as well as technical guidance in the selection of lake water quality sampling kits that would be utilized during class activities. Mr. Mikolajczyk led on-the-lake training sessions, demonstrating to educators and volunteers how to use the sampling equipment and analyze the collected data.

Nyack State Park Living Shoreline Project, Upper Nyack, NY (2015) - The Hudson River Estuary Program, with funding obtained from NEIWPCC, tasked Princeton Hydro to evaluate shoreline designs resilient to future extreme storms and NOAA's 2050 projected rise in sea level. The designs would also simultaneously need to enhance the ecological values of the shoreline and shallow water ecosystem while still promoting and supporting the public's use of the park. Princeton Hydro's ecologists, geospatial scientists, and environmental engineers ecologically enhanced and engineered shoreline treatments that are resistant to erosion, compliment/enhance the recreational use of the site, and improve habitat for fish and aquatic species. Utilizing a "living shoreline" approach to development, the design began with a detailed geospatial analysis of tidal stage and storm inundation data obtained from FEMA, NOAA and NYSDEC digital sources. Mr. Mikolajczyk was the Environmental Scientist responsible for the collection of water quality data, as well as the design of sampling conducted of the nearshore benthic community and transitional wetland and adjacent terrestrial areas.

RECENT PUBLICATIONS AND PRESENTATIONS

- Mikolajczyk, C. 2020. A Watershed-based Assessment of the Lakes of the Borough of Ringwood, Passaic County, New Jersey, Working with Local Government to Improve Lakes and Communities, Environmental Finance Center, Syracuse University, July 2020, Virtual Webinar.
- Mikolajczyk, C. 2019, A Watershed-based Assessment of the Lakes of the Borough of Ringwood, Passaic County, New Jersey. New Jersey Coalition of Lake Associations, November 2019. Sparta, New Jersey.
- Mikolajczyk, C. 2019, Want to preserve the water? Then get on the land! – A layman's guide to how land practices affect water quality. New York State Federation of Lake Associations, 2019. Lake George, New York.
- Mikolajczyk, C. 2018. You Have Your Lake Data, Now What? Creating a Watershed Plan. New York State Federation of Lake Associations, 2018. Lake George, New York.



Fred S. Lubnow, PhD

Director of Aquatic Resources

With over 30 years of experience in the aquatic sciences, Dr. Lubnow's specific area of expertise is aquatic and watershed management, restoration ecology, community and ecosystem ecology, and the use of benthic macroinvertebrate and fish instream bioassessment, as well as cyanotoxin protocols. Dr. Lubnow manages a variety of lake and watershed restoration projects for Princeton Hydro, including the development of USEPA 9 Element (a-i) Watershed Plans and TMDL-driven Watershed Implementation Plans. His experience in watershed restoration includes the design and implementation of structural BMPs and green infrastructure, the development of TMDL pollutant budgets and the design, implementation, and analysis of watershed-based monitoring programs. Dr. Lubnow has significant experience in the taxonomic identification, ecology, and management of algae with a particular focus on cyanobacteria, the group of algae that have the potential to produce Harmful Algal Blooms (HAB) in freshwater ecosystems. Dr. Lubnow has lead projects for the design and implementation of green infrastructure, dredging, aeration, chemical control of nuisance species (including HABs), nutrient inactivation (i.e., alum, Phoslock), Biochar, and biomanipulation. For biological identification and enumeration, Dr. Lubnow leads the processing of phytoplankton, zooplankton, periphyton, submerged aquatic vegetation, and macroinvertebrate samples. He is an expert in interpreting cyanotoxin and other HAB-related data relative to the current USEPA draft Health Criteria, thresholds proposed by the World Health Organization, and various state standards (NJ, NY, PA, etc.) associated with cyanotoxins.

EDUCATION

- PhD, Ecology, University of California, Davis, 1994
- M.S. Ecology, University of California, Davis, 1992
- B.S. Biology, Susquehanna University, 1988

PROFESSIONAL CERTIFICATIONS

- OSHA Health and Safety for Hazardous Waste Site Investigation, No. 1405915

PROFESSIONAL AFFILIATIONS

- NJ Harmful Algal Bloom Expert Team Member
- Tri-Beta Biological Society
- American Society of Limnology and Oceanography
- International Association of Theoretical and Applied Limnology
- North American Lake Management Society – Past Director, Region III
- Pennsylvania Lake Management Society – Past Treasurer
- Adjunct professor at Delaware Valley University, teaching Watershed Management (2016 – present)

SELECT PROJECT EXPERIENCE

Manasquan Reservoir Water Quality Monitoring & SAV Analysis, Howell, NJ (2018 - 2020) – Mr. Lubnow acted as the Contract Manager for this project, a role in which he oversaw all deliverables and aspects of the project. The project included the authoring of Aquatic Plant and Cyanobacteria Management Plans. These studies presented the lake's hydrologic and bathymetric data, as well as nutrient, planktonic, and macrophyte community data. The studies also presented recommendations to the NJWSA of the reservoir for the day to day and long-term management water quality decisions of the reservoir, particularly with the invasive aquatic plant species, Hydrilla.

Greenwood Lake Updated USEPA 9-Element Watershed Plan Implementation (WIP) Plan, Township of West Milford, NJ and Village of Greenwood Lake, NY (1993 - present) – Dr. Lubnow has lead lake management for Greenwood Lake since the early 1990s including the Phase I Diagnostic and Feasibility Study, Lake Restoration Plan, 2006 Stormwater Implementation Plan, and 2020 9-Element WIP for the NJ portion of the lake. Dr. Lubnow served as Principal Scientist for the development of the 2020 9-Element WIP, providing guidance and quality control for all components of the plan recommended measures for NPS reduction. He is overseeing pollutant modeling to understand flow and discharge from Belchar Creek, the main input to the lake.

AREAS OF EXPERIENCE

- Design, implementation and management of large-scale lake and watershed management and restoration projects
- USEPA 9 Element (a-i) Watershed Management Plans
- TMDL-based restoration plans
- NPS modeling
- Assessment and management of Harmful Algal Blooms and Cyanotoxins
- Phytoplankton, macro-algae, zooplankton, and macroinvertebrate identification
- Large-scale water quality monitoring, modeling, and assessment projects
- Aquatic ecosystem investigations
- Management of large, long-term water quality data sets
- Class and laboratory training for watershed analysis to students & volunteers

Fred S. Lubnow, PhD

Director of Aquatic Resources

Chautauqua Lake Watershed Management, Chautauqua County, NY (2007 - present) –Princeton Hydro has periodically provided services for detailed in-lake and watershed-based water quality monitoring throughout summer and fall seasons at Chautauqua Lake over the last 15 years. The resulting data was used to identify and quantify impairments as well as establish the existing trophic status of the lake. Dr. Lubnow has provided a variety of watershed quality services for the lake over the past 5 years and is currently providing third party evaluation of aquatic herbicide treatments.

Harveys Lake Watershed Implementation Plan (WIP) & Lake Management Projects, Harveys Lake, PA (1995 - present) – Dr. Lubnow has been working with the Borough of Harveys Lake since 1995. He assisted the Borough in putting together the original Phase I study and was the Project Manager on the development of their WIP. He has also overseen over 10 grant funded projects (State and Federal) since 1999 to implement various in-lake and watershed projects to reduce the TP and TSS loads. The lake is currently between 70 and 80% in compliance with its phosphorus TMDL.

Manalapan Lake & Brook USEPA 9-Element Watershed Implementation Plan, Middlesex County, NJ (2004 - present) - Since 2004, Princeton Hydro has provided a wide variety of monitoring and consulting services for Manalapan Lake, Manalapan Brook, and the larger watershed. Initially, this work was conducted to develop a detailed characterization of the water quality of the lake and brook as well as the watershed. For the NJ Water Supply Authority, Dr. Lubnow oversaw the development of the USEPA 9-element Watershed Implementation Plan, which was linked to the existing TMDL. This included the design and installation of a biofiltration stormwater treatment system at a county park and the establishment of a riparian zone along a section of Manalapan Lake's shoreline. Subsequent to this, Princeton Hydro assisted the Freehold Soil Conservation District in successfully obtaining a NJDEP CWA 319(h) grant to implement a variety of in-lake and watershed BMPs. Dr. Lubnow oversaw the installation of floating wetland islands and retrofitting of existing detention basins to enhance their capacity to remove nutrients (primarily phosphorus) and suspended solids. Dr. Lubnow assisted South Jersey Resource Conservation & Development in securing second NJDEP CWA 319(h) grant for the implementation of additional BMP projects throughout the watershed.

Lake Hopatcong Watershed Implementation Plan (WIP) & Long-term Lake Management, Lake Hopatcong, NJ (1993 - present) – Dr. Lubnow has been working with the stewards of Lake Hopatcong and its watershed since 1993. He served as the Project Manager for the 2006 Lake Restoration Plan and the 2019 Updated WIP. For Lake Hopatcong, Dr. Lubnow has helped secure over \$3 million in funds from local, state, and federal sources, and is a go-to expert for the development and implementation of a wide variety of in-lake and watershed projects.

NYSDEC HABS Pilot Study, New York (2018 - present) – This is an innovative, longitudinal study to evaluate various management techniques to combat HABS, assess their efficacy and potential for wider adoption, with the ultimate goal of producing regional guidance documents. Dr. Lubnow is one of the key scientists conducting the demonstration project assessments and providing quality control for field sampling, field application, data analysis, and reporting with respect to the implementation of nutrient inactivants, alternative algacides, and sonic algal control technologies to address HABS.

Lake Hopatcong HABS Management Project, Lake Hopatcong, NJ (2020 – present). Dr. Lubnow has been lead the consultant of the Lake Hopatcong Commission (LHC) since 1993. As a result of large-scale and persistent HABS throughout Lake Hopatcong, NJ's largest lake, Dr. Lubnow helped secure over \$1.3M in grant funding via NJDEP's CWA 319 (h) NJDEP Water Quality Restoration 2019 Grant Program via four applications. The two LHC-awarded grants included a series of projects to address near-shore HAB conditions through innovative in-lake and watershed-based measures. Dr. Lubnow now is overseeing the implementation which includes Phoslock treatment, Biochar, nanobubble and near-shore aeration technologies, Floating Wetland Islands, alternative, non-copper-based algicides, and green infrastructure measures. Most projects were implemented in 2020 with the remainder to be conducted in 2021. A final report will be submitted to LHC and NJDEP at the end of 2021. A few are highlighted below:

Large-Scale Phoslock Application at Lake Hopatcong, Landing, NJ (2020 - present) – Dr. Lubnow designed and oversaw the implementation of the largest lake-based application in the northeastern United States of Phoslock, a non-aluminum-based alternative to alum that inactivates phosphorus. Dr. Lubnow lead the team who secured approvals from NJDEP and conducted the project in June 2020, followed by post-treatment monitoring. The monitoring identified a reduction in phosphorus immediately over the sediments

Fred S. Lubnow, PhD

Director of Aquatic Resources

in the southern end of the lake and monitoring will continue into 2021 to determine the duration of effectiveness of this in-lake restoration technique.

Lake Hopatcong Biochar Treatment, Landing, NJ (2020 - present) – Dr. Lubnow serves as the Project Manager on a Lake Hopatcong Watershed Biochar Feasibility Study, which determined locations where Biochar, a pure carbon charcoal-like substance made from organic material, can be installed to remove nutrients from stormwater and lake water. Once biochar's capacity to absorb nutrients has been exhausted, it can be re-purposed as compost. In 2020, four locations were selected (two wet ponds and two stormwater basins) for Biochar installation. Results show that the stream locations produced low to moderate removal rates and the stormwater wet ponds produced high removal rates for phosphorus. Dr. Lubnow is using this data to target new locations for 2021; he is selected areas where the streams directly enter the lake to increase contact time with Biochar and thus increase phosphorus removal.

Lake Hopatcong Aeration System, Landing, NJ (2020) – Dr. Lubnow provided quality control on the implementation of an air curtain aeration system and a nanobubble aeration system to help combat HAB at Lake Hopatcong. Aeration systems achieve water quality improvements by helping prevent stagnation of water, increasing circulation, disrupting thermal stratification which provides "through-column" mixing, and minimizes the occurrence of HABs.

Mulhockaway Creek Biochar Treatment, Hunterdon County, NJ (2020 - present) – Princeton Hydro was contracted by the New Jersey Water Supply Authority to provide permitting and consulting services for the installation and evaluation of Biochar in Mulhockaway Creek as a means of reducing nutrients that flow via the creek into Spruce Run, the third largest reservoir, by volume, in NJ. Since Mulhockaway Creek is classified as a Category 1, Fresh Water 2 Trout Production stream (FW2-C1) in NJ, permitting and approvals were required. Dr. Lubnow oversaw the concept design development, which involved placing the Biochar sleeves in the creek to create microhabitats, and subsequent permit submissions. In Spring of 2021, the Biochar will be installed and evaluated for its capacity to remove nutrients over the growing season.

Lake Mohawk Integrated Use of Alum & Aeration, Sparta, NJ (1993 - present) – Since 1993, Dr. Lubnow has been working the Lake Mohawk Country Club (LMCC) on the long-term monitoring and management of Lake Mohawk. In the early 1990s, Lake Mohawk was deemed a hypereutrophic waterbody with year-round blooms of cyanobacteria. Over the last 30 years, Dr. Lubnow has oversaw a variety of management services, starting with the development of a Lake Management Plan, and conducting a whole-lake alum treatment in 1993 to inactivate the deep-water phosphorus, which accounted for approximately 33% of the lake's total phosphorus annual load. Since then, Dr. Lubnow and his team have been providing monitoring and management services, including two more whole-lake alum treatments, the installation of a destratification aeration system with the ability to inject alum in low dosage concentrations, the installation of two stormwater-based alum injection systems, guidance in the management of nuisance plant growth, and stormwater and septic management recommendations. Dr. Lubnow is finalizing an update to Lake Mohawk's Restoration Plan. As a result of nearly 30 years of lake management, Lake Mohawk has shifted from a tropic state with "poor" water quality (hypereutrophic/eutrophic) to a state approaching "fair" water quality (mesotrophic).

Monitoring and Management of the Lakes and Ponds at Hemlock Farms, Hemlock Farms, PA (2019 - present) - Dr. Lubnow oversaw and provided technical input to a monitoring and management program for 14 lakes and ponds at Hemlock Farms Community Association, which included nuisance species control (e.g., chemical and/or mechanical harvesting) and general consulting services. As a result of the monitoring, Princeton Hydro was selected by the Hemlock Farms community to provide continued monitoring services through 2021.

Highland Lake Nutrient Inactivation Program, Bradford County, PA (2016 - 2018) – Princeton Hydro conducted baseline hydrologic and pollutant loading assessments for Highland Lake, a small lake in northcentral PA. The pollutant analysis revealed that internal phosphorus loading accounted for largest source of phosphorus, producing HABs in the lake. Dr. Lubnow conducted the analysis and dosage calculations to determine that while standard alum could not be used to inactivate the internal phosphorus due to the lake's low buffer capacity. Based on the water quality modeling, study design, and calculated dosage rates, it was estimated that the PACI blanket would be effective for 3-5 years. Since 2021 is the fourth year since the treatment was conducted, the Highland Lake Association contracted Princeton Hydro to further conduct water quality monitoring and determine if a subsequent alum treatment should be conducted in 2022.



Jesse Smith

AQUATIC ECOLOGIST

Mr. Smith is an Aquatic Ecologist with experience in fisheries and freshwater sciences as well as the management of aquatic invasive species. He has conducted surveys of plants, fish, macroinvertebrates, and water quality in numerous locations in the tri-state region. He is experienced in operating motorized sampling crafts, as well as working from canoes and kayaks. For fisheries surveys in both lake and stream systems, Mr. Smith has utilized methods such as gill netting, fyke nettings, and electrofishing. He can identify benthic macroinvertebrates down to the family level. Mr. Smith also has a demonstrated capability in the application of ArcMap, which he has used for such projects as creating access maps for water chestnut harvesting sites and creating bathymetric maps in NY. During his undergraduate program, Mr. Smith performed a capstone study on the movements of brook trout between different stream reaches within a watershed in the Adirondack Park. Sampling by backpack electrofishing was performed in four reaches in the early Fall of 2014 and reach-specific fin clips were administered to all sampled brook trout. These sites were sampled again in late Fall, when water temperatures had decreased, and brook trout fin clips were examined in order to determine if movement between reaches had occurred between samplings.

EDUCATION

- B.S. Fisheries and Wildlife Sciences (Fisheries Concentration) and GIS Minor, Paul Smith's College, 2015

PROFESSIONAL CERTIFICATIONS

- Maryland Biological Stream Survey Benthic Macroinvertebrate field audit certification

PROFESSIONAL AFFILIATIONS

- North American Lake Management Society

SELECT PROJECT EXPERIENCE

USACE Lake Champlain Invasive Species Barrier Survey, Lake Champlain, NY (2019) For this project, Princeton Hydro developed a species inventory for the Lake Champlain watershed including

both native and invasive species. This document was developed for the US Army Corps of Engineers and is being used to inform engineers on alternatives being designed for invasive species barriers to prevent the transmission of aquatic invasive species from the Hudson River, through the Lake Champlain Canal, into Lake Champlain. Invasive Species Barriers are being proposed using a series of measures between locks C8 and C9 in the Lake Champlain. Mr. Smith's responsibilities included researching potential sensitive ecological communities adjacent to the canal.

Aquetong Creek Biological Survey, Bucks County, PA (2017-2018) – Mr. Smith collected water quality samples and benthic macroinvertebrate samples and performed backpack electrofishing surveys in a recently undammed reach of the Aquetong Creek in Solebury Township, PA. The overall project restored a degraded wetland and removed an impoundment, turning it into a functioning floodplain and passive recreation area.

Mill Pond Limnological Assessment, Suffolk County, NY (2018) – Mr. Smith collected water quality samples, *in situ* data, and plankton samples in a Long Island waterbody as part of a preliminary project to assess viable management options for the control of cyanobacteria.

Sleepy Hollow SAV Survey, Green County, NY (2016-present) – Mr. Smith samples and identifies submerged aquatic vegetation as part of an annual survey conducted on Sleepy Hollow Lake. Data collected during these surveys is used to influence aquatic vegetation management decisions on the Lake.

Highland Lakes Annual Lake Monitoring, Sussex County, NJ (2016-Present) – Mr. Smith conducted surveys of five lakes, including the collection of water quality samples and *In Situ* data and assessing plant and algae growth, reporting the results and implications of these and providing management recommendations. The resulting data was used to influence decisions pertaining to the overall management of these lakes.

AREAS OF EXPERIENCE

- Aquatic Ecology
- ArcGIS
- Water Quality Sampling
- Fishery Surveys
- Invasive Species Surveys
- Environmental Education
- Data Analysis and Review
- Submerged Aquatic
- Vegetation surveys and identification
- Identification of benthic macroinvertebrates to family level
- Technical Writing and Preparation of Technical Documents



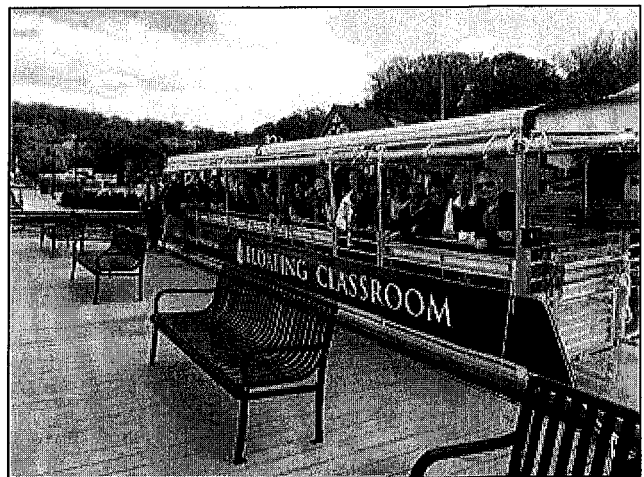
RELEVANT PROJECT EXPERIENCE

LAKE HOPATCONG FLOATING CLASSROOM

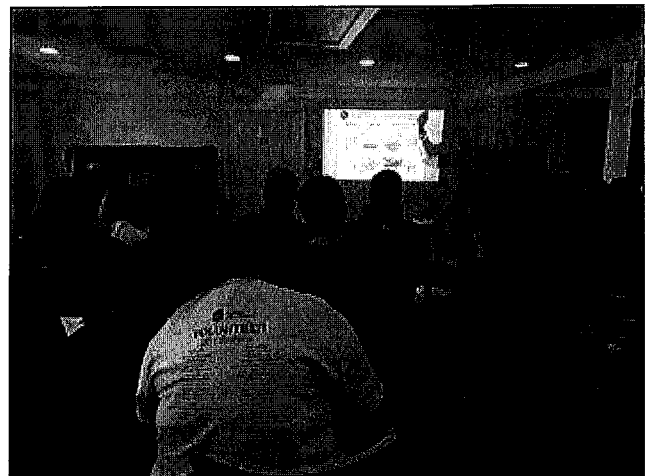
Lake Hopatcong is New Jersey's largest and most heavily used recreational lake. Princeton Hydro has been working on the management of Lake Hopatcong and its watershed since the design and completion of the original Phase I Diagnostic and Feasibility Study in 1981. Recent consulting services include support in the development of an educational training program for the Lake Hopatcong Foundation's (LHF) Floating Classroom. As part of the Floating Classroom program, the LHF provides training to students, teachers, educational instructors, and others on some basic water quality monitoring for a lake ecosystem. The training program includes water quality monitoring, plankton sampling, and aquatic vegetation identification.



The program involves multiple parts. To initiate the floating classroom, volunteer instructors were given an in-class primer by Princeton Hydro ecologists on basic lake ecology, water quality, and reasons for monitoring the lake. Princeton Hydro then provided further technical assistance in the development of a water quality monitoring program for educators that focuses on lake/pond ecosystems as well as technical guidance in the selection of lake water quality sampling kits that would be utilized during class activities. Finally, Princeton Hydro ecologists conducted an on-the-lake training session, demonstrating to educators how to use the sampling equipment and how to understand the collected data.



Several educational materials were also developed and implemented by Princeton Hydro for the LHF. These included a simple guide to the more common genera of plankton found in Lake Hopatcong, morphometric data on Lake Hopatcong (e.g. mean depth, maximum depth, surface area, miles of shoreline, hydraulic residence time, etc.), and a copy of the Lake Hopatcong Aquatic Plant Identification Guide. All training materials and a project summary were provided to LHF. The long-term goal is for the LHF to have the ability to conduct this on-the-lake training for future audiences with the experience and materials provided by Princeton Hydro for this program.





PROJECT APPROACH

PROJECT BACKGROUND

According to the New York State Department of Environmental Conservation (NYSDEC) Harmful Algal Bloom (HAB) Action Plan for Lake Carmel, Lake Carmel is a 186-acre, manmade lake in Putnam County, and one of the 12 priority lakes in New York impacted by HABs. The lake is used for swimming, fishing and boating. In addition, Lake Carmel is part of the Croton System, which supplies approximately 10 percent of New York City's clean, healthy drinking water. Based on water quality monitoring conducted in 2016-17, Lake Carmel was designated as an "impaired waterbody" due to excessive nutrients (phosphorus), algae and poor water clarity, which could impact recreational uses in the lake. Total phosphorus concentrations in Lake Carmel are greater than average concentrations found in Hudson Valley lakes.

The Lake Carmel Park District Advisory Board (LCPDAB) is comprised of resident volunteers who plan and support Lake area events, offer an open forum on important issues, and provide recommendations about resident interests to Kent Town Board Liaisons. The LCPDAB currently partakes in the Citizens Statewide Lake Assessment Program (CSLAP). CSLAP is a volunteer lake monitoring program run by the NYSDEC and the New York State Federation of Lake Associations, Inc. (NYSFOLA). The LCPDAB, in coordination with the Kent Lake Association, is seeking proposals for consultant services to help guide and facilitate an expanded volunteer water quality monitoring program for Lake Carmel in addition to heir CSLAP activities. The water quality monitoring program will constitute the first phase in the development of a comprehensive management program for the lake.

TASK 1: REVIEW OF PROPOSED 2022 WATER QUALITY MONITORING PROGRAM

Any historical data will be obtained from the Township and the LCPDAB, as well as any other regulatory agencies, (such as NYSDEC, NYSFOLA-CSLAP and the USGS), and reviewed in advance of a review of the proposed 2022 water quality monitoring program. By doing so, a capitalization on established water quality trends, problems and issues raised through any past sampling efforts, and evaluation of the relative success of any past restoration efforts can be accomplished. This is part of a standard study approach for any aquatic system; integration of reliable data developed in past studies. Making use of these supplemental data collected by others to complement field efforts is beneficial, assuming that the data were collected by properly trained personnel in a manner consistent with standard NYSDEC quality assurance protection plan protocols.

Additionally, Princeton Hydro will review the proposed 2022 water quality monitoring program, CSLAP or otherwise, as provided by the LCPDAB. Princeton Hydro will review the program for the following:

- Nutrient monitoring – parameters, methodology and pricing.
- Cyanobacteria (blue-green algae) monitoring – cell counts, methodology, NYSDEC advisories and pricing.
- QA/QC protocols – (to be further detailed in the volunteer monitoring training).

Task 1 Fee: \$1,225.00

TASK 2: REVIEW OF LCPDAB MONITORING EQUIPMENT AND SUPPLIES

Princeton Hydro will review any current monitoring equipment and supplies owned by the LCPDAB and assess its state and usability. Recommendations for any new or upgrades to existing equipment and supplies necessary for the 2022 water quality monitoring program will be detailed and documented. Specifically, Princeton Hydro will review the equipment and supplies owned by the LCPDAB in an effort to answer the following:



- Functionality – does the equipment meet the need of the proposed water quality monitoring program?
- Condition - is the equipment in good condition? Does it need to be replaced or upgraded?
- Complete – does the LCPDAB have all the equipment necessary to complete the proposed program?

Task 2 Fee: \$750.00

TASK 3: DEVELOP THE IMPLEMENTATION PLAN FOR THE 2022 MONITORING PROGRAM

Upon the completion of Tasks 1 and 2, Princeton Hydro will develop the implementation plan for any agreed-upon expanded 2022 monitoring program. The plan will target May 1 for implementation and may include in-lake and/or watershed-based monitoring, as well as the training events proposed as part of Task 4 below. Any watershed-based implementation would be under baseline (dry) based monitoring conditions. The implementation plan will be based on the current seasonal weather conditions, as well as the overall growing season timeline in comparison to typical ecological timetables.

Task 3 Fee: \$750.00

TASK 4: VOLUNTEER TRAINING SESSIONS & DATA COLLECTION

Based on the findings from Tasks 1-3, Princeton Hydro will develop a training for sampling protocol that involves boat-based, in-lake sampling of *in-situ* water quality data, discrete water samples collected for the analysis of nutrients and observations of both plant and algae growth, as well as proper watershed based stream sampling. Princeton Hydro will then conduct a 1-day training session for the LCPDAB so they can then take the lead on expanded data collection for the 2022 approved water quality monitoring program. This session would occur in early May 2022. This session would be specific to in-lake based training (side by side with Princeton Hydro).

Over the course of the 2022 growing season, LCPDAB citizen scientists/volunteers, under the direction of Princeton Hydro, will conduct additional sampling events, aside from CSLAP sampling, following the established protocol. Specifically, these sampling events will entail water quality sampling conducted at the lake in accordance with the agreed upon water quality monitoring program. Samples will be collected at a minimum of three stations (final station locations to be determined in concert with LCPDAB). During each event and at each station, *in-situ* water quality data, consisting of real-time measurement of dissolved oxygen, temperature, pH, and specific conductivity, should be conducted. Princeton Hydro is a certified laboratory (#10006) in these analyze-immediately parameters. These measurements are to be recorded in profile (surface to bottom). At each of these sampling stations, the lake's clarity (Secchi disk transparency) should also be measured. (Given the ease of the measurement and its overall value as data, Secchi depths can be recorded and graphed as many times as the LCPDAB wishes to conduct them over the growing season).

At a station established in the approximate center (or at its deepest point should that not be in the center of the lake) and at the inlet end of the lake, discrete whole water samples should be collected at a depth of 0.5 meters below the surface of the lake and 0.5 meters above the bottom of the lake. All these samples should then be submitted by the LCPDAB to a NYSDEC certified water testing lab for the analysis of the agreed upon ecological parameters, aside from those already analyzed under CSLAP.

Additionally, during each sampling event, a general survey of aquatic vegetation and/or algae growth (planktonic or filamentous) should be conducted. These surveys will provide the LCPDAB with an objective understanding of the amount and distribution of SAV and algae occurring throughout the lake over the course of the growing season.



In summary, Princeton Hydro will conduct a 1-day training session in 2022 for the LCPDAB in both in-lake and watershed sampling protocol so that they may then collect data throughout this project. As stated earlier, this session would occur in early May 2022. Please note that the training session DOES NOT include any applicable laboratory fees.

Task 4 Fee: \$2,250.00

TASK 5: SUMMARY REPORT

As stated earlier in Task 4, Princeton Hydro will conduct a 1-day training session on data collection for the LCPDAB. This session would occur in early May 2022. This session would be specific to in-lake and watershed based training and will be based on the findings from the historical review in Task 1, and the findings of Tasks 2-4. After the 2022 data collection period, the protocol developed for the volunteer-based monitoring of water quality in Lake Carmel, as well as all the data, will be summarized in final fashion.

Once all the volunteer collected laboratory data have been received and processed and any existing historical data reviewed, a brief Summary Report will be authored in the Fall of 2022. The report will discuss the volunteer-collected data and observations compiled during the 2022 monitoring program and compare these data to established USEPA trophic state standards and NYSDEC surface water quality threshold values. The summary report will also cover, in detail, any water quality issues that were observed or measured, especially the results of the nutrient and the *in-situ* data. Within the Summary Report, the data will be presented in tables and/or graphs. Included in the report will be comments and recommendations of the 2022-monitoring program and offer suggestions for future efforts. An overview of any CSLAP data and reporting will also be conducted.

Lastly, Princeton Hydro will prepare and deliver the results of this monitoring program and general assessment report in an online virtual public presentation at the completion of the general assessment report (Winter 2022). The LCPDAB will coordinate the presentation location and scheduling.

Task 5 Fee: \$3,225.00



METHODS & MATERIALS

Princeton Hydro is recognized as a certified field laboratory where the collected *in-situ* data is accepted for regulatory use. Receiving this certification is a means of stating that Princeton Hydro conducts the proper QA/QC and meter calibration activities to ensure the collected data is accurate and thus can be used for regulatory use. As a result of this certification, Princeton Hydro is subject to an annual audit and is also required to run a performance evaluation annually. Mr. Mikolajczyk, CLM is also the manager of this laboratory. Additionally, Princeton Hydro maintains a fully equipped biological laboratory for the in-house identification of phytoplankton and zooplankton, as well as the measurement of cyanotoxins.

Princeton Hydro has a full complement of boats, nets, and various sampling equipment including such specialized machines as the Truxor (of which we have two), an airboat, and a Marsh Master, all of which are used as part of our lake management projects. Princeton Hydro maintains a full complement of sampling equipment, which is listed below:

- Two 17-foot Key West boats powered by 70 HP and 90 HP four stroke outboard motors
- 15-foot multi-pontoon work barge powered by a 25 HP outboard motor
- Unique amphibious vehicles: Truxor, Marsh Master, and Airboat
- Multiple aluminum John Boats of various sizes
- Multiple electric- and gas-powered outboard motors
- Multiple four-wheel drive trucks with towing capability
- YSI multi-probe *in-situ* monitoring meters (some equipped with PDA style data loggers)
- Sediment/benthic sampling devices (Ponar, Peterson, Ekman, and Surber samplers)
- In-stream and boat mounted flow meters
- Automated samplers (ISCO sampler, *in-situ* continuous recording temperature and flow meters)
- Calibrated sediment probes and coring equipment
- Multiple plankton nets and Schindler samplers
- Various fish sampling equipment including flat otter trawl, various size and style fish seines, trap nets, and fyke nets
- Boat mounted and backpack style electrofishing equipment
- Kemmerer and alpha water sampling bottles
- Secchi disks
- Various microscopes for plankton and benthic invertebrate identification

Princeton Hydro provides the generated water quality data (both as Electronic Digital Data (EDD) and hard copies), in a timely and complete manner for many our clients. Most of our water quality data is very time sensitive, particularly those associated with the collection and interpretation of data on cyanotoxins and algal identification/enumeration. Over the growing season, the turnover time for algal and cyanotoxin data can be as quick as 24 to 48 hours. Most standard water quality reports are typically submitted within one week of the sampling event and/or within one week of receiving the results from the analytical laboratory.

Finally, Princeton Hydro utilizes ArcGIS in-house for the use of most of our geographic and spatial analysis. The program is used to develop databases that are used to analyze everything from topographic slope analysis, bathymetric and hydrographic data processing to database development of infrastructure. Our staff of GIS specialists is trained in the preparation of the appropriate development of metadata standards and computer programming. All the developed information is used to interpret and make recommendations in the preparation of studies and reports. Additionally, the Princeton Hydro Team is extremely proficient in the use of HEC-GeoRAS and HEC-GeoHMS extensions of ArcGIS and have used said tools in combination with the ArcGIS 3D Analyst extension to prepare input for H&H modeling. We have used our H&H modeling capabilities to successfully design projects in marine, estuarine, riverine, and wetland environments.



COST PROPOSAL

Task #	Description	Budget
1	Review of Proposed 2022 Monitoring Program	\$1,225
2	Review of LCPDAB Monitoring Equipment and Supplies	\$750
3	Develop the Implementation Plan for the 2022 Monitoring Program	\$750
4	Volunteer Training Sessions and Data Collection	\$2,250
5	Summary Report	\$3,225
TOTAL COST		\$8,200

HOURLY RATES FOR KEY PERSONNEL

Key Personnel	Project Role	NGO Hourly Rate
Christopher Mikolajczyk, CLM	Senior Manager; Certified Lake Manager	\$181
Fred Lubnow, PhD	Director of Aquatics	\$221
Jesse Smith	Aquatic Ecologist	\$104
Erin Bennett	Outreach Specialist	\$117

PERFORMANCE BOND FOR EROSION AND SEDIMENT CONTROL

**Paul Roncallo
106 Tibet Drive
Kent, NY 10512**

**For
A Vacant lot on Tibet Drive
TM: 30.20-1-15**

A Surety Bond given by Paul Roncallo, of 106 Tibet Drive, Kent Lakes, New York 10512 whose property is located on Tibet Drive, Kent, NY 10512/Tax Map: 30.20-1-15 ("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 11-21-2018.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$7,730.00, 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.

WHEREAS, Obligor has obtained the approvals from the Obligee for land disturbance 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, plans and specifications for the land development activity known as the **Roncallo property** ("Project Plans") and the Erosion and Sediment Control Plan, prepared by John Karell, 121 Cushman Road, Patterson, NY 12563. All these plans were reviewed on November 8, 2018 by the Obligee and will be approved on a later date as will a Resolution of Approval of land development activity in the nature of a Steep Slope and Erosion Control Permit of plans to construct a single family house, with driveway, septic system and a well on a vacant lot in zoning district R-80 on Tibet Drive, Kent, NY 10512. The proposed project will disturb more than 5,000 SF of land. A Town of Kent Erosion & Sediment Control Permit is required.

WHEREAS, as condition to the issuance and approval of an Erosion Control Permit, the Code requires the owner or applicant, prior to construction, to provide the Obligee with a cash escrow, an irrevocable letter of credit or a certified check drawn upon a national or state bank or other cash equivalent, which guarantees 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.

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 \$7, 730.00 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 in the amount of \$1,000.00 as the final inspection fee, 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 cashing.

Upon full completion of the work allowed pursuant to the conditions and specifications heretofore imposed by the **Planning Board of The Town of Kent**, the said escrow monies shall be returned to **Paul Roncallo, 106 Tibet Drive, Kent, New York 10512**.

In the event the erosion control work allowed shall not have been duly completed by **PAUL RONCALLO**, as per the conditions and specifications of the **Planning Board of The Town of Kent**, the **Town Board** shall have the right to withdraw the aforesaid escrow monies and complete the required work for **PAUL RONCALLO**; with full use of said sums as the Town requires;

When the work shall have been fully completed as required by the conditions and specifications of the **Planning Board** either by **PAUL RONCALLO**, or by the **Town of Kent**, the aforesaid escrow monies or the balance of funds remaining after the work has been completed shall be returned or refunded to **PAUL RONCALLO** ;

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 applicant hereby expressly authorizes the Town of Kent, its agents, employees, engineer or planner to enter upon the Owner's/Applicant'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 hours notice to PAUL RONCALLO;

Dated: 11-21, 2018

PAUL RONCALLO

By: [Signature]
(signature)

By: _____
(signature)

JOSEPH FREGOSI

(print/type signatory's name)
Paul Roncallo

Owner/Obligee, Paul Roncallo
(print/type signatory's title)

STATE OF New York)

) ss.:

COUNTY OF Potomac)

On the 21 day of November, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Paul Roncallo, 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.

[Signature]
NOTARY PUBLIC

KEVIN A. YOUNG
NOTARY PUBLIC, STATE OF NEW YORK
LIC. #01YO6317287
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES DECEMBER 29, 2018



Memorandum

To: Planning Board
Town of Kent

Attn: Phillip Tolmach
Chairman

From: Julie S. Mangarillo, P.E., CPESC

Subject: Erosion Control Plan

Date: November 11, 2018

Project: Roncallo – Tibet Drive
TM # 30.20-1-15

The following materials were reviewed:

- Response letter prepared by John Karell, Jr., PE, dated October 12, 2018
- Erosion control cost estimate prepared by John Karell, Jr., PE, dated June 15, 2018
- Page 2 of Short Environmental Assessment Form (EAF)
- Drawings prepared by John Karell, Jr., PE, including:
 - S-1 Site Plan dated March 28, 2018, last revised 10/20/2018 with Health Department signature of 9/11/2018

This property received a Steep Slope and Erosion Control Permit in 2001 under the name "Cavallo". Construction on the project began and was suspended at some point. Currently there is a roughed-in driveway and a foundation. The approvals for the project have since expired. With the expiration of the prior approvals, a new application under the current code for Steep Slope and Erosion Control is being made.

The project is for a single family home with driveway, well and septic.

The subject Erosion and Sediment Control Plan is not approved. The following comments are provided for the Planning Board's consideration from a memo dated July 12, 2018:

1. The proposed project is not within the NYCDEP East of Hudson watershed and will disturb less than 1 acre of land. Coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002 is not required.
2. A Town of Kent Steep Slope & Erosion & Sediment Control Permit is required.
5. Refer to the Drawings:
 - b. The proposed "Temporary siltation basin" – Identify the circular hatch areas. If they are rock out croppings, they may interfere with the siltation basin. What is the long-term plan for the basin? It appears footing and roof drains are directed to it. Recommend creating a stabilized overflow to the 12" CMP under Tibet Drive.

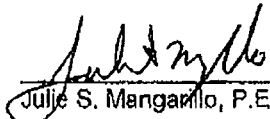
- i. 9/27/2018 - Label the circular hatch areas. Based on response letter it seems the temporary siltation basin will remain. Add a label or note indicating it is to remain.
- ii. 11/8/2018 – The October 12, 2018 response letter states “The circular hatched areas are extraneous from the auto cad program. They are not rock outcrops. They are not germane [sic] to this project and have been removed. The siltation basin will remain and is so noted.”

Referring to the topographical survey prepared by Badey & Watson, dated May 26, 2010, which serves as the base map for the drawing set, the circular hatched areas are labeled as “boulders”. There are three (3). The last revised S-1 has two (2) removed and one (1) remaining. These circular hatched areas should be restored and labeled as “boulders.” Additionally, the survey has other information/labels that should be included on the S-1 drawing. For example, the hatched polygon next to the concrete foundation is labeled as “ledge” on the survey, but not labeled on S-1. The survey has “bottom of slope” and “top of slope” labeled for disturbed slopes. The survey has individual trees labeled.

11. 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. – acknowledged.

New Comments:

1. Revised drawing S-1 submitted has a Health Department approval signed 9/11/2018. The drawing also has a revision date of 10/20/2018. Presumably the revisions made after 9/11/2018 are regarding the erosion control permit review process. Provide a copy of the original, unaltered S-1 with Health Department approval signed 9/11/2018 with a separate drawing revised to address Erosion Control comments. Alternatively, have the Health Department re-sign the drawing after the 10/20/2018 revisions.
2. The applicant's engineer provided a bond estimate of \$8,930.00. We prepared a revised bond estimate to include the riprap swale at the overflow of the silt basin and end section with riprap pad for the discharge of the footing and roof drain. We recommend the bond estimate of \$7,730.00 dated 11/8/2018, prepared by this office be accepted for the bond amount and recommended for approval by the Town Board.


Julie S. Mangarillo, P.E., CPESC

Attachment: Erosion Control Bond Estimate, dated 11/8/2018

cc: Planning Board via email
Bill Walters via email

Bruce Barber via email
01-261-999-002



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

40 Garden Street
Poughkeepsie, NY 12601
Phone: (845) 452-7515 Fax: (845) 452-8335
E-Mail Address: info@rsaengrs.com

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

To: Planning Board Town of Kent
From: Julie S. Mangarillo, P.E., CPESC
Date: November 8, 2018

Attn: Philip Tolmach, Chairman
Subject: Erosion Control Bond Estimate
Project: Roncallo - Tibet Drive
Tax Map: 30.20-1-15

The erosion control bond is as follows:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Silt Fence	400	LF	\$ 4.00	\$ 1,600.00
Stabilized construction entrance	1	EA	\$ 750.00	\$ 750.00
Soil stockpiles	1	EA	\$ 500.00	\$ 500.00
Sediment trap (Partially Constructed)	1	EA	\$ 3,000.00	\$ 3,000.00
Seed and mulch	18,000	SF	\$ 0.06	\$ 1,080.00
Riprap swale	20	LF	\$ 15.00	\$ 300.00
End sections w/ riprap pad (Footing & Roof drain)	1	EA	\$ 500.00	\$ 500.00
	-		TOTAL:	\$ 7,730.00

Compared to Erosion Control Cost Estimate prepared by John Karell, Jr, PE, dated 6/15/2018
Added line items for riprap swale and end section with riprap pad.

\$ 6,930.00



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

40 Garden Street
Poughkeepsie, NY 12601
Phone: (845) 452-7515 Fax: (845) 452-8335
E-Mail Address: jmangarillo@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

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

Date: January 27, 2022

Attn: Phillip Tolmach
Chairman

Subject: Erosion Control –
Permit close-out - Final

Project: Roncallo – Tiber Dr
TM # 30.20-1-15

We received and reviewed the following materials:

- Email dated January 12, 2022 from Ricard Othmer, Town Highway Superintendent
- Construction Certification dated July 27, 2021, from John Karell, Jr., P.E. to the Town of Kent Planning Department
- As Built SSTS prepared by John Karell, Jr., P.E. dated August 25, 2021, last revised January 20, 2022

Copies are attached hereto for your convenience.

Per our memorandum dated December 14 2021 , the certification of the project engineer together with the as built plan serve as the permit close out letter since a NYSDEC Notice of Termination was not required for this project. The certification encompasses the various changes/differences between the as built condition and the approved plan. The certification as submitted is not as clear as we would have liked but we take no exception to it. The as built plan still identifies the property as 288 Tibet Drive. The property is otherwise shown and identified as 228 Tibet Drive. This should be corrected. The as built as submitted is acceptable for purposes of project close out but a corrected plan should be submitted for the record.

The email from the Highway Superintendent serves as his final sign off and acceptance of the driveway.

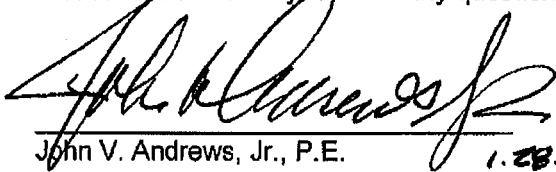
This permit can be officially closed as of the date of the Engineer Certification, January 17, 2022. Final stabilization, acceptance of the completed work and the two-year period are all established by the date of the engineer's certification.

An erosion control bond in the amount of \$7730.00 is being held by the Town in this matter. As noted in our prior memo, for other single-family home projects, the Planning Board has reduced the two-year waiting period for bond return so long as the vegetation survives at least one winter. Based on the site inspection conducted on November 18, 2020, by Julie Mangarillo, P.E., CPESC and our field observations on December 9, 2021, it appears that most of the vegetation has now survived one (1) full winter. Now that we have received the final engineer's certification and an

Memorandum
Roncallo – Tibet Dr.
TM # 30.20-1-15
January 27, 2022
Page 2 of 2

updated as built, the Planning Board may consider the full release of the erosion control bond held for this project.

Please let us know if you have any questions.



John V. Andrews, Jr., P.E. 1.28.2022

cc: Planning Board via email
William Walters, Building Inspector, via email
Bruce Barber via email
Richard Othmer, Highway Superintendent, via email
01-261-999-002



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

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Poughkeepsie, NY 12601
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E-Mail Address: jmangarillo@rsaengrs.com

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

Memorandum

To:	Planning Board Town of Kent	Attn:	Philip Tolmach Chairman
From:	John V. Andrews, Jr., P.E.	Subject:	Driveway Profile
Date:	May 11, 2021	Project:	Roncallo – Tibet Dr TM #30.20-1-15

The following is offered for consideration by the Planning Board:

We received the following via email on May 7, 2021 from John Karell, P.E.:

- Survey of Property, prepared for Paul Roncallo, prepared by Badey & Watson Surveying & Engineering P.C. dated January 14, 2021, last revised May 5, 2021.

In his email of May 7, 2021 Mr Karell requested that we authorize the paving of the driveway based on the submitted profile. We have no such authority. The requirement is for the driveway to comply with the design plans and otherwise conform to the applicable provisions of the Town Code concerning driveways.

We reviewed the submitted profile. The as-built condition is not consistent with the design plans. There is one section of the driveway that exceeds 15%. It is our understanding that this project received a waiver allowing up to a 15% grade. No further waivers can be granted. We recommend that the driveway grade be altered and the section that exceeds 15% be reduced to less than 15% prior to paving. It appears that minor regrading is possible to improve the grade and bring about the necessary reduction. Upon completion of construction, the applicant's professional engineer shall certify to the Town that the driveway has been constructed in accordance with the approved plans and with the applicable Town Code provisions. Please also see highlighted section below

In addition, during our review of the file on this matter, we located a Field Inspection Report dated January 13, 2021 prepared by Julie Mangarillo, P.E., CPESC. This memo addresses other outstanding issues that may need to be resolved. We include the full text of that memo for your convenience.

January 13, 2021 Memorandum text:

A site inspection was conducted for this project on November 20, 2020 as a follow-up to the July 23, 2020 inspection. A memo regarding the July 23, 2020 site inspection was dated August 20, 2020.

From the August 20, 2020 site inspection memo:

Work is underway on construction of the house and some site retaining walls around the house. There have been some changes to the site from the approved drawings, prepared by John Karell, Jr., P.E., last revised 11/15/2018.

Memorandum
Roncallo – Tibet Drive
TM # 30.20-1-15
May 11, 2021
Page 2 of 3

1. There is a stone/boulder retaining wall along the downhill side of driveway instead of timber guide rail. The project engineer is to certify that the change will not interfere with the stormwater design. Instead of runoff from the driveway flowing down the wooded slope towards the permanent siltation basin, more of the runoff will now be directed towards Tibet Dr. The project engineer is to indicate if any additional measures to manage stormwater runoff or erosion will be needed at the end of the stone/boulder wall.
2. Additional stone walls are being constructed around the house. Ensure this work is within the approved limits of disturbance.
3. If any stone walls are over 4 feet in height, structural calculations are required. Refer to Drawing S-1, "Town Notes" #2.

January 13, 2021:

Stabilization: During the November 20, 2020 site inspection, grass was observed growing behind the house, on the southern side of the house and the southern side of the front yard, over the septic area. Remaining disturbed areas were under construction at the time.

Driveway: Since the issuance of the August 20, 2020 site inspection memo, Richard Othmer, Jr., Highway Superintendent, issued an updated memo regarding the driveway dated September 9, 2020. The previously approved road right-of-way improvements, including driveway culvert are no longer required.

Per Town Code Chapter 57 "Roads and Driveways" §57-26 "No certificate of occupancy shall be issued by the Building Inspector or any department or agency of the Town of Kent until final approval of the driveway construction has been duly given by the Highway Superintendent..."

As a reminder, prior to paving the driveway, an as-built centerline profile must be submitted to the Town. This is included as a note on drawing S-1, under "Town Notes" #3.

If the as-built condition of the driveway does not meet the approved driveway plan, particularly for slopes, then the driveway may have to be re-graded or additional driveway waivers may have to be requested from the Planning Board or both. Finalizing the grading of the driveway and providing the centerline profile are items that should be completed well before a Certificate of Occupancy is sought.

Field Changes: It was also observed during the November 20, 2020 site inspection that the driveway apron at the road has been significantly widened and a stone wall has been added in the road right-of-way. These features are not on the approved plans and are beyond the approved limits of disturbance. Changes to the approved plans of this magnitude require field change approval from the Town, including the Planning Board Engineer and Highway Superintendent prior to constructing the features or making the changes. Prior to close-out of the permit, the project engineer will need to certify that the area of disturbance has not exceeded the NYSDEC general permit for construction thresholds and provide an as-built drawing documenting all of the changes.

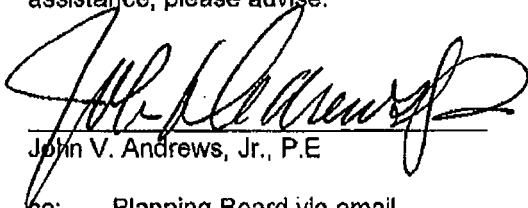
Provide a status on construction of the "Proposed Permanent Siltation Basin" and "Riprap Stone Overflow" to the existing 12" culvert beneath Tibet Drive.

Memorandum
Roncallo – Tibet Drive
TM # 30.20-1-15
May 11, 2021
Page 3 of 3

Please let us know if you have any questions. Thank you.

End January 13, 2021 Memorandum Text

We trust the comments contained herein are of value to you. If we can be of any additional assistance, please advise.



John V. Andrews, Jr., P.E

cc: Planning Board via email
William Walters, Building Inspector, via email
Richard Othmer, Highway Superintendent, via email
Bruce Barber via email
Jack Karell, P.E., via email
01-261-999-002

JM

JOHN KARELL, JR., P.E.
121 CUSHMAN ROAD
PATTERSON, NEW YORK, 12563
845-878-7894 FAX 845 878 4939
jack4911@yahoo.com

Roncallo
Tibet Drive
Kent (T)

EROSION CONTROL COST ESTIMATE

ITEM	QUANTITY	COST/UNIT	TOTAL
Silt Fence	400 LF	\$ 4.00	\$1,600.00
Stabilized Construction Entrance	one (1)	750.00	750.00
Topsoil Stockpile	one (1)	500.00	500.00
Temporary Diversion	L.S.		3,000.00
Swale & Silt Basin			
Seed and Mulch	18,000 sf	\$0.06	1,080.00
TOTAL			\$6,930.00

John Karell, Jr., P.E.
June 15, 2018

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

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

Memorandum

DATE: November 29, 2018
TO: Finance Dept.
CC:
FROM: Vera Patterson
RE: Roncallo Property – TM: 30.20-1-15
Erosion Control Bond – Resolution 21

Please find Attached a copy of the Bond Agreement for the property noted above, supporting documentation and the following checks:

JP Morgan Chase Bank Check [REDACTED] dated 11/29/15 for \$1,000.00	For Final Inspections to be held separate from review funds
JP Morgan Chase Bank Check [REDACTED] for \$3,865.00	Represents ½ of bond
Wells Fargo Cashier's Check [REDACTED] for \$3,865.00	Represents second ½ of bond

Please hold these checks until the Town Board approves the bond.

Thanks very much.

PERFORMANCE BOND FOR EROSION AND SEDIMENT CONTROL

**Peter Freidland
8 Cat Brier Road
Carmel, NY 10512
TM: 21.19-1-10**

Bond given by Peter Freidland, 8 Cat Brier Road, Kent, NY 10512; Tax Map #21.19-1-10 ("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 2/9/22

KNOW ALL PEOPLE BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$3,700.00, 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.

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, plans and specifications for the construction of a two-story extension of an existing structure, pool upgrade which will modify existing retaining walls & contours of an existing retaining wall at the front of the site. This project will be known as the Freidland Property ("Project Plans") and the Erosion and Sediment Control Plan, prepared by Manning Silverstein Architects, P.C., 133 West 72nd Street, New York, NY and John Karell, 121 Cushman Road, Patterson, New York, 12563; and

WHEREAS, all these plans were reviewed on _____ by the Obligee. A conditional approval of land development activity in the nature of a Steep Slope and Erosion Control Permit of plans to construct a single family residence in an R-80 zoning district has been issued. 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, the amount of this bond is based upon a recommendation by the Planning Board Consulting Engineer to the Planning Board dated January 3, 2022; and

WHEREAS, as 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, an irrevocable letter of credit or a certified check drawn upon a national or state bank or other cash equivalent, which guarantees 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 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 \$3,700.00 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.

In the event the erosion control work approved shall not have been duly completed by **PETER FREIDLAND**, as per the conditions and specifications of the **Planning Board of The Town of Kent**, the **Town Board** shall have the right to withdraw the aforesaid escrow monies (\$3,700.00 performance guarantee and remaining money left in the inspection fee of \$1,000.00) or as replenished) and complete the required work for **PETER FREIDLAND**; with full use of said sums as the Town requires;

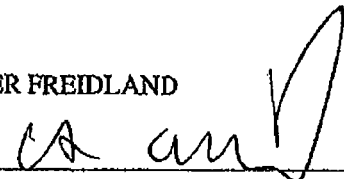
Upon full completion of the work allowed pursuant to the conditions and specifications heretofore imposed by the **Planning Board of The Town of Kent**, by **PETER FREIDLAND**, the aforesaid escrow monies (\$3,700.00 performance guarantee and remaining money left in the inspection fee of \$1,000.00) after the work has been completed shall be returned or refunded to **PETER FREIDLAND**, 8 Cat Brier Road, Kent, NY 10512, except for any portion of the \$3,700.00 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 applicant hereby expressly authorizes the Town of Kent, its agents, employees, engineers, consultants and/or planners to enter upon the Owner's/Applicant'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 hours notice to PETER FREIDLAND;

Dated: February 9th, 2022

PETER FREIDLAND

By: 
(Signature)

(Print/Type signatory's name)

Peter Freidland

Owner/Obligee, Peter Freidland


(print/type signatory's title)

STATE OF New York)

) ss.:

COUNTY OF New York)

On the 9 day of February, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Peter A. Freidland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC

JESUS ZAPATA
Notary Public, State of New York
No. 01ZA6208380
Qualified in New York County
Commission Expires June 29, 2025



March 1, 2022

Vera Patterson, Planning Board Secretary
Kent Planning Board
Town of Kent
25 Sybil's Crossing
Kent, NY 10512
planningkent@townofkentny.gov

Re: Friedland Renovation Project

Dear Ms. Patterson:

Please be advised that the Board of Governors of The Trail Club, Inc. approved the construction plans for the Friedland home renovation presented at its February 26, 2022 meeting.

The Board accepted the recommendation of the Club's Building and Grounds committee to approve the plans. In accordance with our by-laws, the committee is charged with approving the plans for all physical changes to the exteriors of, or additions to, all Club residence sites. In carrying out this responsibility, the committee reviews plans to determine that they conform with the guidelines laid out in the Club Rules, including style and size of home, as well as drainage and runoff. Plans were shared with all neighbors to whom the home and proposed changes are visible. No neighbors objected to the proposed plans.

The approval of three members of the Buildings and Grounds Committee is required to approve all home construction applications. The Friedland plans were approved unanimously by the Committee and be the Board.

Please let me know if I can provide any additional information.

Sincerely,

Cory Henkel

Cory Henkel
Board Chair

The Trail Club, Inc. – 607 Gipsy Trail Road. Carmel, NY 10512 – 845-225-3666



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

40 Garden Street
Poughkeepsie, NY 12601
Phone: (845) 452-7515 Fax: (845) 452-8335
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: Phillip Tolmach
Chairman

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

Subject: Erosion Control Plan – Revised
Submittal II (**Amended**)

Date: March 4, 2022

Project: Freidland Residence
(Formerly Schulhof-Kravitz)
TM 21.19-1-10

The following materials were reviewed:

1. **Letter to Town of Kent Planning Board from the Board of Governors of The Trail Club, Inc., dated March 1, 2022.**
2. Town of Kent Planning Board-Combined Application Form- Freidland Residence, dated November 10, 2021.
3. Short Environmental Assessment Form-Freidland Residence dated December 16, 2021.
4. MS4 Stormwater Pollution Prevention Plan (SWPPP) Acceptance Form-Freidland Residence.
5. Performance Bond for Erosion and Sediment Control- Freidland Residence dated February 9, 2022.
6. Drawing A-000.00 Site & Erosion Control Notes & Plans - Freidland Residence prepared by Manning Silverstein Architects P.C., dated November 16, 2021, last revised February 10, 2022.
7. Drawing A-001.00 Proposed Site Plan & Details- Freidland Residence prepared by Manning Silverstein Architects P.C., dated November 16, 2021, last revised February 10, 2022.
8. Drawing A-002.00 Proposed Site Plan & Details- Freidland Residence prepared by Manning Silverstein Architects P.C., dated November 16, 2021, last revised February 10, 2022.
9. Drawing A-010.00 Ground & Main Floor Demo & Proposed Plans- Freidland Residence prepared by Manning Silverstein Architects P.C., dated November 16, 2021, last revised February 10, 2022.
10. Drawing A-030.00 Exterior Elevations- Freidland Residence prepared by Manning Silverstein Architects P.C., dated November 16, 2021, last revised February 10, 2022.

The project proposes construction of an addition and new pool for an existing single-family house. The project was the subject of a prior application and review by the Planning Board which was never completed. The current application proposes to pick up where the previous

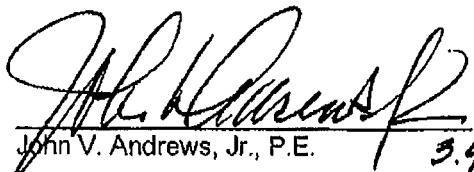
Memorandum
Freidland Residence ECP -Revised Submittal II (Amended)
(Formerly Schulhof-Kravitz)
TM # 21.19-1-10
March 4, 2022
Page 2 of 2

application left off and complete the same project. A new application has been submitted and the drawings reissued.

The subject Erosion and Sediment Control Plan is not approved. The following comments are provided for the Planning Board's consideration based on our November 30, 2021 and January 3, 2022 memoranda. Comments from those memoranda not included herein have been satisfactorily resolved. New or supplementary comments are shown in **bold**.

The following comments are provided for the Planning Board's consideration:

1. 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 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. **An approval letter has been issued by the Board of Governors of The Trail Club, Inc. for the project dated March 1, 2022, received from the Applicant's representative via email dated March 4, 2022**
3. **A current/updated MS4 SWPPP Acceptance Form with Sections I and II completed was provided with this submittal. Once all matters have been resolved and the Permit is approved, the MS4 Acceptance Form will be completed, and a signed version submitted to the Applicant for filing.**
4. **We recommend that the bond estimate in the amount of \$3700.00 prepared by us be accepted for the bond amount and recommended for approval by the Town Board.**
5. 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.
6. **We recommend the Planning Board close the public hearing based on the receipt of the approval letter from the Board of Governors of The Trail Club, Inc. We further recommend that the remaining project review be referred to the Planning Board consultants to be handled administratively.**


John V. Andrews, Jr., P.E. 3.4.2022

cc: Planning Board via email
Bruce Barber via email
21-261-999-144-01

Bill Walters via email
Liz Axelson via email



Cornerstone Associates

Environmental Planning Consultants

1770 Central Street

Yorktown Heights, NY 10598

Phone: (914)-299-5293

February 10, 2022

To: Planning Board

From: Bruce Barber
Town of Kent Environmental Consultant

Re: **Freidland Application (formerly Schulhof-Kravits)**
8 Cat Briar Road
Section 21 Block 1 Lot 10
Town of Kent, New York

Dear Chairman Tolmach and Members of the Planning Board:

As per your request, I have reviewed the following pertinent documents submitted relative to the above referenced application:

1. Comment response from Anne Manning conveyed via email dated 02/07/22/.
2. Plans entitled; "Freidland Residence" prepared by Manning-Silverstein Architects dated 02/10/22 (rev.) 5 sheets: A-000.00, A001.00, A002.00, A010.00, and A-030.00.

A: Project Summary:

The applicant proposes a construction of an addition (1.935 square feet) a pool, retaining walls and associated grading.

B: Planning Board Permits Required:

Steep slope/erosion and sediment control permit
Wetland permit-TBD,

C: Zoning:

A bulk zoning table has been provided. The applicant proposes to construct a retaining wall within the zoning set back and a corner of the proposed pool is located on a zoning set back. Confirmation from the town building inspector that zoning variances are not required in necessary.

D: SEQRA:

The applicant has provided a short-form Environmental Assessment form. The proposed action is a Type II action.

E: Environmental Review: *Completed*

F: Other:

- Provide detail and overflow of pool backwash (discharge) structure. The structure should be sized properly and be designed not to discharge directly to the wetland buffer. *Completed*
- Please indicate how increased runoff from impervious surfaces will be addressed. There should not be any post-construction increases to adjoining properties. *Completed*
- Please indicate that temporary construction access will be restored and seeded prior to the issuance of a certificate of occupancy. *Completed*
- Missing responses in the EAF should be completed. *Completed*
- All documents should be signed and dated. *Completed*
- Please see comment above regarding wetlands. *Completed*

The Gypsy Trail Club has provided written information that this application is being reviewed by their Board with input from the neighbors regarding this project. The Club indicated that the approval process could take 3-8 weeks. *Pending*
This office defers to the Planning Board engineer regarding review of the erosion and sediment control plan.

This office has no further comments on this application.

Please do not hesitate to contact me should you have any questions.

Sincerely,



Bruce Barber, PWS
Town of Kent Environmental Consultant



Cornerstone Associates

Environmental Planning Consultants
1770 Central Street
Yorktown Heights, NY 10598
Phone: (914)-299-5293

January 13, 2022

To: Planning Board

From: Bruce Barber
Town of Kent Environmental Consultant

Re: **Freidland Application (formerly Schulhof-Kravits)**
8 Cat Briar Road
Section 21 Block 1 Lot 10
Town of Kent, New York

Dear Chairman Tolmach and Members of the Planning Board:

As per your request, I have reviewed the following pertinent documents submitted relative to the above referenced application:

1. Comment response memo executed by John Karell, Jr, dated 12/15/21, 1 page.
2. Topographic Survey dated 07/02/07, 1 sheet.
3. Copy of the deed (Gipsy Trail Club to Freidland) dated 07/07/21.
4. NYSDEC Notice of Intent dated 12/08/21 (unsigned).
5. Short-form EAF (Part I) prepared by Peter Freidland dated 12/16/21 (unsigned).
6. Bond estimate prepared by John Karell, Jr. dated 3/12/15 (rev.).
7. Plans entitled; "Freidland Residence" prepared by Manning-Silverstein Architects dated 12/15/21 (rev.) 4 sheets: A-000.00, A001.00, A010.00, and A-030.00.

A: Project Summary:

The applicant proposes a construction of an addition (1.935 square feet) a pool, retaining walls and associated grading.

B: Planning Board Permits Required:

Steep slope/erosion and sediment control permit
Wetland permit-TBD,

C: Zoning:

A bulk zoning table has been provided. The applicant proposes to construct a retaining wall within the zoning set back and a corner of the proposed pool is located on a zoning set back. Confirmation from the town building inspector that zoning variances are not required in necessary.

D: SEQRA:

The applicant has provided a short-form Environmental Assessment form. The proposed action is a Type II action.

E: Environmental Review:

Wetlands:

The property has frontage on Pine Lake. The lake and the 100' set back line (wetland buffer) should be shown on the plans and a clear limit of disturbance indicated in order to determine if a wetland permit is required. Based on site inspection, the edge of water as shown on Plan Sheet A000.00, as the wetland boundary is possibly not accurate. The plan should indicate the soils between the subject property line and the lake to determine if hydric soils, as defined by Chapter 38A of the Town of Kent Town Code, are in this area which will require mapping as jurisdictional wetlands with an associated 100' wetland-controlled area.

Trees:

The applicant proposes to remove two trees and relocate one additional tree. A tree plan waiver has been requested.

Soils, Steep Slopes and Rock Outcrop:

The applicant has indicated that blasting will not occur. Please indicate if rock hammering will be required.

Land Disturbance:

An erosion and sediment control plan is required. This office defers to the Planning Board engineer regarding review of the erosion and sediment control plan.

Well and Septic System: Well and septic system approvals from the Putnam County Department of Health are pending.

F: Other:

- Provide detail and overflow of pool backwash (discharge) structure. The structure should be sized properly and be designed not to discharge directly to the wetland buffer.
- Please indicate how increased runoff from impervious surfaces will be addressed. There should not be any post-construction increases to adjoining properties.
- Please indicate that temporary construction access will be restored and seeded prior to the issuance of a certificate of occupancy.
- Missing responses in the EAF should be completed.
- All documents should be signed and dated.
- Please see comment above regarding wetlands.

The Gipsy Trail Club has provided written information that this application is being reviewed by their Board with input from the neighbors regarding this project. The Club indicated that the approval process could take 3-8 weeks.

This office defers to the Planning Board engineer regarding review of the erosion and sediment control plan. The applicant is requested to provide annotated responses to the above questions. This office will conduct further review upon receipt of additional information provided by the applicant.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Barber', written in a cursive style.

Bruce Barber, PWS, Certified Ecologist
Town of Kent Environmental Consultant



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

40 Garden Street
Poughkeepsie, NY 12601
Phone: (845) 452-7515 Fax: (845) 452-8335
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: Philip Tolmach
Chairman

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

Subject: Erosion Control Plan – Revised
Submittal

Date: January 3, 2022

Project: Freidland Residence
(Formerly Schulhof-Kravitz)
TM 21.19-1-10

The following materials were reviewed:

1. Response to Comments-Freidland Residence-from John Karell Jr., P.E. dated December 15, 2021.
2. Town of Kent Planning Board- Site Plan Checklist-Freidland Residence.
3. Town of Kent Planning Board-Combined Application Form- Freidland Residence, dated November 10, 2021.
4. Affidavit by Owner-Manning Silverstein Architects P.C. dated November 11, 2021.
5. Affidavit by Agent of Owner-Manning Silverstein Architects P.C. dated November 11, 2021.
6. Certification of Professional Engineer/Licensed Land Surveyor/Architect-Architect-Manning Silverstein P.C. dated November 11, 2021.
7. Disclosure of Business Interest-Anne Manning dated November 11, 2021.
8. Town of Kent Planning Board Agricultural Data Statement -dated November 10, 2021.
9. Town on Kent Planning Board-Request for Wetland Delineation Confirmation.
10. Letter from Putnam County Department of Health- Freidland, dated December 20, 2021.
11. Construction Cost Estimate-Freidland prepared by John Karell Jr., P.E., dated March 12, 2015.

Memorandum
Freidland Residence ECP -Revised Submittal
(Formerly Schulhof-Kravitz)
TM # 21.19-1-10
January 3, 2022
Page 2 of 4

12. Short Environmental Assessment Form-Freidland Residence dated December 16, 2021.
13. MS4 Stormwater Pollution Prevention Plan (SWPPP)-Freidland Residence.
14. Notice of Intent- NYS Department of Environmental Conservation-Freidland Residence, date December 10, 2021.
15. Putnam County Deed.
16. Freidland Stormwater Pollution Prevention Plan Sequence of Construction.
17. Stormwater Pollution Prevention Plan-Freidland Residence prepared by John Karell Jr., P.E., dated December 15, 2021.
18. Drawing A-000.00 Site & Erosion Control Notes & Plans - Freidland Residence prepared by Manning Silverstein Architects P.C., dated November 16, 2021, last revised December 16, 2021.
19. Drawing A-001.00 Proposed Site Plan & Details- Freidland Residence prepared by Manning Silverstein Architects P.C., dated November 16, 2021, last revised December 16, 2021.
20. Drawing A-010.00 Ground & Main Floor Demo & Proposed Plans- Freidland Residence prepared by Manning Silverstein Architects P.C., dated November 16, 2021, last revised December 16, 2021.
21. Drawing A-030.00 Exterior Elevations- Freidland Residence prepared by Manning Silverstein Architects P.C., dated November 16, 2021, last revised December 18, 2021.
22. Topographic Survey-prepared by Steven J. Shaver, Land Surveyor, dated July 2, 2007.

The project proposes construction of an addition and new pool for an existing single-family house. The project was the subject of a prior application and review by the Planning Board which was never completed. The current application proposes to pick up where the previous application left off and complete the same project. A new application has been submitted and the drawings reissued.

The subject Erosion and Sediment Control Plan is not approved. The following comments are provided for the Planning Board's consideration based on our November 30, 2021 memorandum. Comments from that memorandum not included herein have been satisfactorily resolved. New or supplementary comments are shown in **bold**.

The following comments are provided for the Planning Board's consideration:

1. 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 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. **Updated Putnam County Department of Health approval dated December 20, 2021 has been received and a copy submitted to the Planning Board.**
3. **The "Affidavit to be Completed by Owner" appears to have been completed and signed by the Architect and not the Owner. The Owner should sign the form.**
4. **The SEAF submitted as part of this current submittal is unsigned and contains blanks that need to be filled in.**
5. Provide the following information as required by Town Code Chapter 66-6.B.2:
 - c. §66-6.B.2.g – Provide "a soil erosion and sedimentation control plan designed utilizing the standards and specifications contained in the most recent version of New York State Standards and Specifications for Erosion and Sediment Control. The design, testing, installation, maintenance, and removal of erosion control measures shall adhere to these standards and any conditions of this chapter and the erosion control permit. This plan shall."
 - i. [5] Include a timetable and schedule for completion and installation of all elements of the erosion control plan, together with a schedule for completion of the construction and disturbance proposed by the applicant.
 - ii. [7] Provide a maintenance schedule for erosion control measures.

The timetable/sequence of construction are indicated on a separate sheet, not incorporated into the written SWPPP. We strongly suggest that timetable/sequence of construction be added to the written SWPPP. The maintenance information and schedule appear in a generic form in the written SWPPP. We recommend that the maintenance information and schedule be incorporated into the plan set with improved specificity regarding time frames. We prefer this information on the plan set as most Contractors do not refer to the written SWPPP and are more inclined to follow a plan set.

6. Provide an erosion and sediment control only SWPPP in accordance with GP-0-20-001. A SWPPP was previously provided. The document will need to be updated and revised to reflect the current project and permit requirements as well as provide required information from Part III.B including:
 - g. 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 August 2005;" **See comment above**
 - j. 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. **Provide note on the Plan.**

Memorandum
Freidland Residence ECP -Revised Submittal
(Formerly Schulhof-Kravitz)
TM # 21.19-1-10
January 3, 2022
Page 4 of 4

7. Provide a current/updated eNotice of Intent (eNOI) for review. **Copy included with this submittal. No exception taken at this time. May require final adjustment once all matters have been concluded.**
8. Provide a current/updated MS4 SWPPP Acceptance Form with Sections I and II completed. **Copy provided with this submittal. Once all matters have been resolved and the Permit is approved, the MS4 Acceptance Form will be completed, and a signed version submitted to the Applicant for filing.**
9. Refer to the Drawings:
 - a. A note should be added to the construction entrance detail requiring the removal and restoration of the lawn when the construction entrance is no longer needed. **Comment remains valid.**
 - b. Provide a location and detail for a concrete washout station.
10. **A bond estimate in amount of \$2860.00 dated February 113, 2015, last revised March 12, 2015, was prepared by John Karell, Jr., P.E. and included in the submittal dated 12.15.2021. We prepared our own bond estimate in the amount of \$3700.00 based on our review of the information and notes in this submittal. A copy is attached hereto for your consideration. We do not have a recommendation on the bond amount at this time as additional information is required.**
11. 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.
12. **We recommend the Planning Board close the public hearing when appropriate to do so depending upon public comment. Provided there are no substantive issues raised at the public hearing and once the public hearing has been closed, we further recommend that the remaining project review be referred to the Planning Board consultants to be handled administratively.**



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

1.4.2022

Attachment

cc: Planning Board via email
Bruce Barber via email
21-261-999-144-01

Bill Walters via email
Liz Axelson via email



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

40 Garden Street
Poughkeepsie, NY 12601
Phone: (845) 452-7615 Fax: (845) 452-8335
E-Mail Address: info@rsaengrs.com

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

To: Planning Board Town of Kent

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

Date: January 3, 2022

VA
1.4.2022

Attn: Philip Tolmach, Chairman

Subject: Erosion Control Bond Amount

Project: Freidland Residence (formerly Schulhof-Kravitz)

Tax Map: 21.19-1-10

The erosion control bond is as follows:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Concrete Washout Station	1	EA	\$ 500.00	\$ 500.00
Soil stockpiles	1	EA	\$ 500.00	\$ 500.00
Seed and mulch	15,224	SF	\$ 0.06	\$ 913.44
Stabilized construction entrance	1	EA	\$ 750.00	\$ 750.00
Silt Fence	260	LF	\$ 4.00	\$ 1,040.00
			TOTAL:	\$ 3,703.44

SAY \$ 3,700.00

PERFORMANCE BOND FOR EROSION AND SEDIMENT CONTROL

**Roger Chen and Eileen Shin
220 Riverside Blvd, Apt 3H
New York, NY 10069
For Property located at:
31 Friend Lane
Kent, NY 10512
TM: 32.06-1-18-1-9**

Bond given by Eileen Shin and David Chen, 220 Riverside Boulevard, Apartment 3H, New York, New York 10069, for property located at 31 Friend Lane, Carmel, NY 10512/Tax Map 32.06-1-1 ("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 October 18, 2019.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sums of: 2,000.00 for Wetland Mitigation to be held for three (3) years; \$1,760.00 for an Erosion Control Bond to be held for two (2) years; and 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.

WHEREAS, Obligor has obtained the approvals from the Obligee for land disturbance 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, plans and specifications for the demolition of an existing house that was damaged by fire and construction of a single family residence known as known as the Chen/Shin Property ("Project Plans") and the Erosion and Sediment Control Plan, prepared by John Karell, Jr., P.E., 121 Cushman Road, Patterson, New York 12563. All these plans were reviewed on October 10, 2019 by the Obligee. A Resolution of Approval of land development activity in the nature of a Steep Slope and Erosion Control Permit of plans to construct a single family residence in an R-80 zoning district. 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 Erosion & Sediment Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002.

WHEREAS, as condition to the issuance and approval of an Erosion Control Permit, the Code requires the owner or applicant, prior to construction, to provide the Obligee with a cash escrow, an irrevocable letter of credit or a certified check drawn upon a national or state bank or other cash equivalent, which guarantees 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.

WHEREAS, the Planning Board of the Town of Kent has granted the Erosion Control Permit subject to the posting of three checks made out to the Town of Kent, one in the amount of \$1,760.00 as a performance guarantee, \$2,000.00 for wetland mitigation to be deposited into an escrow account pending the completion of the project for which the erosion control measures are necessary; and a third check in the amount of \$1,000.00 as the final inspection fee to be held in escrow 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 cashing.

Upon full completion of the work allowed pursuant to the conditions and specifications heretofore imposed by the **Planning Board of The Town of Kent**, the said escrow monies shall be returned to **Roger Chen and Eileen Shin, 220 Riverside Blvd, Apt 3H, New York, NY 10069**.

In the event the erosion control work allowed shall not have been duly completed by **ROGER CHEN AND EILEEN SHIN**, as per the conditions and specifications of the **Planning Board of The Town of Kent**, the **Town Board** shall have the right to withdraw the aforesaid escrow monies and complete the required work for **ROGER CHEN AND EILEEN SHIN**; with full use of said sums as the Town requires;

When the work shall have been fully completed as required by the conditions and specifications of the **Planning Board** either by **ROGER CHEN AND EILEEN SHIN**, or by the **Town of Kent**, the aforesaid escrow monies (\$1,760.00 performance bond, \$2,000.00 wetland mitigation, and remaining money left in the final inspection fee account of \$1,000.00) after the work has been completed shall be returned or refunded to **ROGER CHEN AND EILEEN SHIN**;

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 applicant hereby expressly authorizes the Town of Kent, its agents, employees, engineer or planner to enter upon the Owner's/Applicant'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 hours notice to ROGER CHEN AND EILEEN SHIN,;

Dated: Oct. 16, 2019

EILEEN SHIN

By: *Eileen Shin*
(signature)

(print/type signatory's name)

Eileen Shin

Owner/Obligee, Eileen Shin

(print/type signatory's title)

By: _____

(signature)

ROGER CHEN

(print/type signatory's name)

Roger Chen

Owner/Obligee, Roger Chen

(print/type signatory's title)

STATE OF New York)

) ss.:

COUNTY OF New York)

On the 16th day of October, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Eileen Shin, 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.

Lera MEEK
NOTARY PUBLIC





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

40 Garden Street
Poughkeepsie, NY 12601
Phone: (845) 452-7515 Fax: (845) 452-8335
E-Mail Address: jmangarillo@rsaengrs.com

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

Memorandum

To: Planning Board
Town of Kent

Attn: Philip Tolmach
Chairman

From: Julie S. Mangarillo, P.E., CPESC

Subject: Completeness Review

Date: October 31, 2019

Project: Chen and Shin, Gipsy Trail
TM # 32.6-1-1

The following materials were reviewed:

- Response letter prepared by John Karell, Jr., P.E., dated October 15, 2019
- Short Environmental Assessment Form (EAF) signed 10/15/2019
- Notice of Intent (NOI) signed 7/17/2019 but revised since then
- Drawings prepared by John Karell, Jr., P.E., including:
 - S-1 Site Plan, revised 10/12/2019
 - D-1 Details, revised 10/12/2019
 - SS-1 Steep Slope & Soil Plan, revised 10/12/2019

The project proposes demolition of an existing house that was damaged by fire and construction of new house in its place. New house will use existing septic system and existing connection to Gipsy Trail public water supply. Improvements to the existing driveway are also proposed.

New or supplementary comments are shown in **bold**.

The following comments are provided for the Planning Board's consideration from a memo dated September 12, 2019:

3. 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 Erosion & Sediment Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002. A Wetland Permit is also required.
10. Refer to the Drawings:
 - a. Provide additional erosion control measures at the crossing of Indian Brook to reduce the likelihood that sediment flows or is tracked into the brook.
 - i. 10/10/2019 – Additional erosion control measures could not be located at the brook crossing. Provide additional measures.
 - ii. **10/31/2019 – Silt fence is shown along the brook crossing. Silt fence may not be sufficient and may interfere with drainage flow paths. Provide additional notes for increased monitoring and inspection as well as additional measures to be installed as needed to correct**

signs of erosion. Stone check dams or riprap may be needed to filter runoff flowing towards the brook.

During work on re-grading the existing driveway, waterbars with sediment traps may be needed between the disturbed area and the brook. Again, provide additional notes for increased monitoring and inspection with additional measures to be installed as needed.

At the brook crossing the previous guiderail is missing and/or in very poor repair. We acknowledge that it is not on the applicant's property and is instead on Club property. It is strongly recommended that a new guiderail be constructed. Provide a note on the drawing that the property owner will discuss with the Club options to replace the guiderail.

14. 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. - Noted

New Comments:

1. From discussions at the September review meeting and the 10/2/2019 email, notes were to be added to the site plan for the homeowners to be able to maintain and operate the infiltrators. A note is on the revised plans which states "Homeowner to maintain stormwater facilities."
 - a. **Provide additional notes with instructions as to how the homeowner will maintain and operate the stormwater facilities.**
2. For resubmittal to the Planning Board for signature, include all drawings in the set. Previous submittal sets also included E-1 "Existing Conditions Plan," and EC-1 "Erosion Control & Steep Slope Details/Notes".


Julie S. Mangarillo, P.E., CPESC

cc: Planning Board via email
Bill Walters via email
19-261-999-167

Bruce Barber via email
Liz Axelson via email

PERFORMANCE BOND FOR EROSION AND SEDIMENT CONTROL

Roger Chen and Eileen Shin

220 Riverside Blvd, Apt 3H

New York, NY 10069

For Property located at:

31 Friend Lane

Kent, NY 10512

TM: 32.06-1-18-1-9

Bond given by Eileen Shin and David Chen, 220 Riverside Boulevard, Apartment 3H, New York, New York 10069, for property located at 31 Friend Lane, Carmel, NY 10512/Tax Map 32.06-1-1 ("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 October 18, 2019.

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sums of: 2,000.00 for Wetland Mitigation to be held for three (3) years; \$1,760.00 for an Erosion Control Bond to be held for two (2) years; and 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.

WHEREAS, Obligor has obtained the approvals from the Obligee for land disturbance 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, plans and specifications for the demolition of an existing house that was damaged by fire and construction of a single family residence known as known as the Chen/Shin Property ("Project Plans") and the Erosion and Sediment Control Plan, prepared by John Karell, Jr., P.E., 121 Cushman Road, Patterson, New York 12563. All these plans were reviewed on October 10, 2019 by the Obligee. A Resolution of Approval of land development activity in the nature of a Steep Slope and Erosion Control Permit of plans to construct a single family residence in an R-80 zoning district. 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 Erosion & Sediment Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002.

WHEREAS, as condition to the issuance and approval of an Erosion Control Permit, the Code requires the owner or applicant, prior to construction, to provide the Obligee with a cash escrow, an irrevocable letter of credit or a certified check drawn upon a national or state bank or other cash equivalent, which guarantees 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.

WHEREAS, the Planning Board of the Town of Kent has granted the Erosion Control Permit subject to the posting of three checks made out to the Town of Kent, one in the amount of \$1,760.00 as a performance guarantee, \$2,000.00 for wetland mitigation to be deposited into an escrow account pending the completion of the project for which the erosion control measures are necessary; and a third check in the amount of \$1,000.00 as the final inspection fee to be held in escrow 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 cashing.

Upon full completion of the work allowed pursuant to the conditions and specifications heretofore imposed by the **Planning Board of The Town of Kent**, the said escrow monies shall be returned to **Roger Chen and Eileen Shin, 220 Riverside Blvd, Apt 3H, New York, NY 10069.**

In the event the erosion control work allowed shall not have been duly completed by **ROGER CHEN AND EILEEN SHIN**, as per the conditions and specifications of the **Planning Board of The Town of Kent**, the **Town Board** shall have the right to withdraw the aforesaid escrow monies and complete the required work for **ROGER CHEN AND EILEEN SHIN**; with full use of said sums as the Town requires;

When the work shall have been fully completed as required by the conditions and specifications of the **Planning Board** either by **ROGER CHEN AND EILEEN SHIN**, or by the **Town of Kent**, the aforesaid escrow monies (\$1,760.00 performance bond, \$2,000.00 wetland mitigation and remaining money left in the final inspection fee account of \$1,000.00) after the work has been completed shall be returned or refunded to **ROGER CHEN AND EILEEN SHIN**;

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 applicant hereby expressly authorizes the Town of Kent, its agents, employees, engineer or planner to enter upon the Owner's/Applicant'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 hours notice to ROGER CHEN AND EILEEN SHIN;

Dated: Oct. 16, 2019

EILEEN SHIN

By: 

(signature)

(print/type signatory's name)

Eileen Shin

Owner/Obligee, Eileen Shin

(print/type signatory's title)

By: _____

(signature)

ROGER CHEN

(print/type signatory's name)

Roger Chen

Owner/Obligee, Roger Chen

(print/type signatory's title)

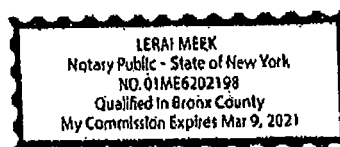
STATE OF New York)

) ss.:

COUNTY OF New York)

On the 16th day of October, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Eileen Shin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC





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

40 Garden Street
Poughkeepsie, NY 12601
Phone: (845) 452-7515 Fax: (845) 452-8335
E-Mail Address: jmangarillo@rsaengrs.com

Wilfred A. Rohde, P.E. • Michael W. Soyko, P.E. • John V. Andrews, Jr., P.E.

Memorandum

To: Planning Board
Town of Kent

Attn: Philip Tolmach
Chairman

From: Julie S. Mangarillo, P.E., CPESC

Subject: Erosion Control Plan

Date: October 10, 2019

Project: Chen and Shin, Gypsy Trail
TM # 32.6-1-1

The following materials were reviewed:

- Response letter prepared by John Karell, Jr., P.E., dated September 14, 2019
- Response letter prepared by John Karell, Jr., P.E., dated Oct 3, 2019, via email
- Letter of waiver requests, prepared by John Karell, Jr., P.E., dated Oct 3, 2019, via email
- Letter from Gypsy Trail Club, dated September 16, 2019
- Short Environmental Assessment Form (EAF) signed 7/17/2019
- Notice of Intent (NOI) signed 7/17/2019 but revised since then
- MS4 SWPPP Acceptance Form with Sections I and II completed
- Combined Application Form, signed July 16, 2019, but revised since then including:
 - Agricultural Data Statement, rev 9/15/2019, Owner's affidavit.
- Deed
- Putnam County Department of Health Design Data Sheet – Subsurface Sewage Treatment System, Soil Percolation Test Data, dated 7/19- 7/20/2019 (for stormwater)
- Erosion Control Cost Estimate, prepared by John Karell, Jr., P.E., revised Sept 17, 2019
- Letter of No Objection from Putnam County Department of Health signed 10/3/2019
- Drawings prepared by John Karell, Jr., P.E., including:
 - S-1 Site Plan, revised 9/15/2019 & 10/2/2019 via email
 - D-1 Details, revised 9/15/2019 & 10/2/2019 via email
 - E-1 Existing Conditions Plan, revised 9/15/2019
 - EC-1 Erosion Control & Steep Slope Details/Notes, revised 9/15/2019
 - SS-1 Steep Slope & Soil Plan, revised 9/15/2019 and 10/2/2019 via email

The project proposes demolition of an existing house that was damaged by fire and construction of new house in its place. New house will use existing septic system and existing connection to Gypsy Trail public water supply. Improvements to the existing driveway are also proposed.

New or supplementary comments are shown in **bold**.

The subject Erosion and Sediment Control Plan is not approved. The following comments are provided for the Planning Board's consideration from a memo dated September 12, 2019:

3. 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 Erosion & Sediment Control Permit is

Memorandum
Chen and Shin ECP
TM.# 32.6-1-1
October 10, 2019
Page 2 of 2

required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002. A Wetland Permit is also required.

10. Refer to the Drawings:

a. Provide additional erosion control measures at the crossing of Indian Brook to reduce the likelihood that sediment flows or is tracked into the brook.

i. **10/10/2019 – Additional erosion control measures could not be located at the brook crossing. Provide additional measures.**

14. 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. - **Noted**

15. We defer to the Planning Board's environmental consultant regarding wetland issues.

New Comments:

1. A letter with driveway waiver requests has been submitted. We have no objections to the requested waivers due to the existing topography and site constraints. The proposed driveway will be an improvement compared to the existing driveway.
2. A revised bond estimate of \$3760 was included with the submission. We recommend \$2,000 of this estimate be used for wetland mitigation bond with the remaining \$1,760 be used for the erosion control bond. We recommend these bond amounts be accepted and recommended to the Town Board for approval.
3. A letter of approval has been provided by Gipsy Trail Club. As with other similar circumstances, we recommend the public hearing be waived.


Julie S. Mangarillo, P.E., CPESC

cc: Planning Board via email
Bill Walters via email
19-261-999-167

Bruce Barber via email
Liz Axelson via email

JOHN KARELL, JR., P.E.
121 CUSHMAN ROAD
PATTERSON, NEW YORK, 12563
 845-878-7894 FAX 845 878 4939
jack4911@yahoo.com

Shin
 31 Friend Lane
 Kent (T)

EROSION CONTROL COST ESTIMATE

ITEM	QUANTITY	COST/UNIT	TOTAL
Silt Fence	300 LF	\$ 4.00	\$1,200.00
Seed and Mulch	1000 sf	\$0.06	60.00
Wetland Mitigation (Infiltrators)	4	500.00	<u>2,000.00</u>
Topsoil Stockpile	1	500.00	500.00
TOTAL			\$3,760.00

[Signature]
 John Karell, Jr., P.E.

July 19, 2019, revised September 17, 2019

10/10/2019

Recommend \$2000 for wetland Mitigation
 \$1760 for erosion control band

[Signature]
 RSA



Town of Kent Planning Board

25 Sybil's Crossing

Kent Lakes, NY 10512

Phone: 845-225-7802 Fax: 845-306-5283

Email: planning@townofkentny.gov

APPROVAL REQUESTED FOR: (Check all that apply)

Pre-Application Review	<input type="checkbox"/>	Preliminary Subdivision	<input type="checkbox"/>
Final Subdivision	<input type="checkbox"/>	Revised Lot Line	<input type="checkbox"/>
Site Plan	<input type="checkbox"/>	Conditional Use Permit	<input type="checkbox"/>
Freshwater Wetland	<input checked="" type="checkbox"/>	Steep Slope & Erosion Ctrl	<input type="checkbox"/>

CHEN HOUSE RECONSTRUCTION

Name of Project: _____

Description of Proposed Activity:

DEMOLITION OF THE EXISTING HOUSE THAT WAS DAMAGED BY FIRE AND CONSTRUCTION OF A NEW HOUSE

UTILIZING THE EXISTING CONNECTION TO THE GYPSY TRAIL CLUB PUBLIC WATER SUPPLY AND THE EXISTING SEPTIC SYSTEM

Project address: 31 Friend Lane, Carmel Hamlet, NY 10512

ROGER CHEN AND EILEEN SHIN

Name of Applicant(s): _____

c/o GIPSY TRAIL CLUB, GIPSY TRAIL ROAD, CARMEL HAMLET, NY 10512

Address: _____

646-229-8745 or 917-570-5724

Telephone: _____

CHRISTINE LOVETT

Name and Address of Record Owner(s): _____

3210 ROUTE 301, CARMEL, NY 10512

Tax Map Number of all parcels: 32.06-1-1

A) For All Applications:

- 1) Total acreage involved in application: 1.109
- 2) Total contiguous acreage controlled by applicant/owner¹: 1.109
- 3) Total number of existing structures: ONE
- 4) Type of existing structures: WOOD FRAME
- 5) Total square footage of all new construction: 2600 sq feet
- 6) Estimated value of new construction or addition: \$550,000
- 7) Type of construction or activity proposed: (Check all that apply)
- | | | | | | | |
|-------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| New Construction: | Residential | <input checked="" type="checkbox"/> | Commercial | <input type="checkbox"/> | Institutional | <input type="checkbox"/> |
| Expansion: | Residential | <input type="checkbox"/> | Commercial | <input type="checkbox"/> | Institutional | <input type="checkbox"/> |
| Home Occupation: | <input checked="" type="checkbox"/> | Change in use: | <input type="checkbox"/> | Other: | <input type="checkbox"/> | |
- 8) Zoning District: _____
- 9) Does applicant intend to request any information waivers? (See checklist)
No Yes If yes, please list all waivers (attach separate pages if necessary):

TREE PLAN

- 10) Are there agricultural and/or forestry exemptions affecting the property?
No Yes If yes, please list in detail (attach separate pages if necessary):
- _____
- _____

- 11) Have any area or use variances affecting the property been previously granted? Are any applications for area of use variance approval pending before the Town Zoning Board of Appeals?
No Yes If yes, please list in detail (attach separate pages if necessary):

1. Shall include lands owned by family members of the applicant, and any corporation(s), partnership(s), limited liability company(ies) or other entities in which the applicant has an interest.



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

40 Garden Street
Poughkeepsie, NY 12601
Phone: (845) 452-7515 Fax: (845) 452-8335
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: Philip Tolmach
Chairman

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

Subject: Final Closeout

Date: February 17, 2022

Project: Chen and Shin, Gipsy Trail
TM # 32.6-1-1

We received and reviewed the following materials:

- Construction Certification dated August 26, 2021, from John Karell, Jr., P.E. to the Town of Kent Planning Department
- As Built Survey of Property prepared for Eileen J. Shin dated August 10, 2021 prepared by David L. Odell, P.L.S.
- Notice of Termination (NOT) executed by the Engineer and the Owner, last dated August 26, 2021 reflecting a final stabilization date of August 10, 2021

Copies are attached hereto for your convenience.

This project required a Town of Kent Erosion & Sediment Control Permit, coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002 and a Wetland Permit. The Building Inspector issued a Certificate of Occupancy for the project September 23, 2021. It appears, based on a review of the record, that this project has been completed for some time, but the Erosion Control Permit and the Wetland Permit have never been formally closed.

The following is offered for consideration by the Planning Board:

1. Stabilization Inspection:

A review of the record indicates that the last inspection by us together with Bruce Barber, the Town environmental consultant and Bill Walters the Building Inspector was conducted on November 24, 2020. At that time, construction of the new structure was well underway. The overall area was generally stabilized but for the area immediately adjacent to the house. No follow up inspection was requested or conducted by us prior to issuance of the Certificate of Occupancy(CO).

Based on issuance of the CO and the receipt of the fully executed NOT from the applicant, the previously disturbed areas are now considered fully stabilized in accordance with current NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity Permit No. GP-0-20-001.

Memorandum
Chen and Shin – Final Closeout
TM # 32.6-1-1
February 17, 2022
Page 2 of 3

2. Notice of Termination (NOT):

Submitting the completed NOT (including completed MS4 sign-off on Page 2) to NYSDEC will close-out coverage under NYSDEC GP-0-20-001 and the Town of Kent Erosion Control Permit. Having the 'Qualified Professional' sign the Notice of Termination fulfills the requirement per Town of Kent Town Code, Chapter 66, §66-6.K(5) for a certification of completion of work.

As noted above, a NYSDEC Notice of Termination (NOT) form was submitted by the applicant to the Town. The 'Qualified Professional' signed the NOT to fulfill the requirements of §66-6.K(5).

3. Erosion Control /Wetland Mitigation Bond:

A combined erosion control bond in the amount of \$1760.00 and a wetland mitigation bond in the amount of \$2000.00 was accepted by the Planning Board and subsequently accepted by the Town Board.

A properly completed Notice of Termination marks the date the project achieves final stabilization and serves as the final acceptance of the completed work under the Erosion Control Permit. A certificate of completion issued by the Town Engineer serves as the final closeout for the Wetland Permit.

Per Chapter 66, §66-7.A(2) regarding return of the erosion control bond: "The security shall remain in full force until the applicant and/or developer is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance..."

The two-year period begins on the date that the site achieves final stabilization. A properly completed Notice of Termination marks that date and serves as the final acceptance of the completed work.

For other single-family home projects, the Planning Board has reduced the waiting period for bond return so long as the vegetation survives at least one winter. Based on site inspection conducted on November 24, 2020, and a CO issuance date of September 23, 2021, we recommend that the Planning Board consider the full release of the erosion control and wetland mitigation bond held for this project. All vegetation survived one (1) full winter.

4. Permit Close-out

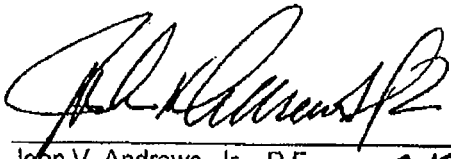
Based on the stabilization inspection conducted on May 18, 2021, attached hereto is the fully executed Notice of Termination. The Erosion Control permit is now considered closeout.

In reliance on the Construction Certification provided by the Project Engineer, written correspondence from Bruce Barber, the town environmental consultant, dated February 17,

Memorandum
Chen and Shin – Final Closeout
TM # 32.6-1-1
February 17, 2022
Page 3 of 3

2022 and on the receipt of a properly executed NOT signed by both the Owner and the Engineer, we hereby issue this Certification of Completion in the matter of the wetland permit for this project satisfying the requirements contained in Chapter 39A, §39A-9C, closing out the Wetland Permit issued for this project.

Please let us know if you have any questions.



John V. Andrews, Jr., P.E. *2.17.2022*

Attachments:

- Construction Certification dated August 26, 2021, from John Karell, Jr., P.E. to the Town of Kent Planning Department
- As Built Survey of Property prepared for Eileen J. Shin dated August 10, 2021 prepared by David L. Odell, P.L.S.
- Notice of Termination (NOT) fully executed including MS4 Acceptance, February 17, 2022

cc: Planning Board via email
Bill Walters via email
19-261-999-167

Bruce Barber via email
Liz Axelson via email

JOHN KARELL, JR., P.E.
121 CUSHMAN ROAD
PATTERSON, NEW YORK, 12563
845-878-7894 FAX 845 878 4939
jack4911@yahoo.com

August 26, 2021

Town of Kent Planning Board
Town Hall
Carmel, NY, 10512

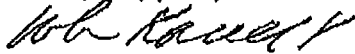
Re: **Construction Compliance**
SHIN, 31 FRIEND LANE
TM # 32.6-1-1; Kent (T)

Gentlemen:

Please be advised that I have inspected the completed works on the above captioned property and determined that the work was completed and stabilized in accordance with the approved plans.


The attached plan prepared by David Odell, L.S., field survey performed July 20, 2021 map prepared August 10, 2021 accurately reflects the as built condition..

Very truly yours,



John Karell, Jr., P.E.



2.17.2022
CERTIFICATION OF
ENGINEER
Approved AS submitted

RECEIVED VIA EMAIL

FEB 17 2022

ROHDE, SOYKA & ANDREY
CONSULTING ENGINEERS



New York State Department of Environmental Conservation
 Division of Water
 625 Broadway, 4th Floor
 Albany, New York 12233-3505

(NOTE: Submit completed form to address above)

NOTICE OF TERMINATION for Storm Water Discharges Authorized
 under the SPDES General Permit for Construction Activity

Please indicate your permit identification number: NYR 11H399

I. Owner or Operator Information

1. Owner/Operator Name: ROGER CHEN & EILEEN SHIN
 2. Street Address: 31 FRIEND LANE
 3. City/State/Zip: CARMEL, NY, 10512 (LENT (7))
 4. Contact Person: ROGER CHEN & EILEEN SHIN Telephone: 917 570 5724
 5. Contact Person E-Mail: EILEENJS@YAHOO.COM

II. Project Site Information

5. Project/Site Name: CHEN & SHIN HOUSE
 6. Street Address: 31 FRIEND LANE
 7. City/Zip: CARMEL, NY, 10512
 8. County: PUTNAM

III. Reason for Termination

9a. All disturbed areas have achieved final stabilization in accordance with the general permit and SWPPP.
 *Date final stabilization completed (month/year): 8/10/2021

9b. Permit coverage has been transferred to new owner/operator. Indicate new owner/operator's permit identification number: NYR _____
 (Note: Permit coverage can not be terminated by owner identified in I.1. above until new owner/operator obtains coverage under the general permit)

9c. Other (Explain on Page 2)

IV. Final Site Information:

10a. Did this construction activity require the development of a SWPPP that includes post-construction stormwater management practices? yes no (If no, go to question 10c.)

10b. Have all post-construction stormwater management practices included in the final SWPPP been constructed? yes no (If no, explain on Page 2)

10c. Identify the entity responsible for long-term operation and maintenance of practice(s)?

2.17.2022

NOTICE OF TERMINATION for Storm Water Discharges Authorized under the
SPDFS General Permit for Construction Activity - continued

10d. Has the entity responsible for long-term operation and maintenance been given a copy of the operation and maintenance plan required by the general permit? yes no

10c. Indicate the method used to ensure long-term operation and maintenance of the post-construction stormwater management practice(s):

- Post-construction stormwater management practice(s) and any right-of-way(s) needed to maintain practice(s) have been deeded to the municipality.
- Executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s).
- For post-construction stormwater management practices that are privately owned, the deed of record has been modified to include a deed covenant that requires operation and maintenance of the practice(s) in accordance with the operation and maintenance plan.
- For post-construction stormwater management practices that are owned by a public or private institution (e.g. school, college, university), or government agency or authority, policy and procedures are in place that ensures operation and maintenance of the practice(s) in accordance with the operation and maintenance plan.

10f. Provide the total area of impervious surface (i.e. roof, pavement, concrete, gravel, etc.) constructed within the disturbance area? _____ (acres)

11. Is this project subject to the requirements of a regulated, traditional land use control MS4? Yes No
(If Yes, complete section VI - "MS4 Acceptance" statement)

V. Additional Information/Explanation:
(Use this section to answer questions 9c. and 10b., if applicable)

VI. MS4 Acceptance - MS4 Official (principal executive officer or ranking elected official) or Duty Authorized Representative (Note: Not required when 9b. is checked -transfer of coverage)

I have determined that it is acceptable for the owner or operator of the construction project identified in question 5 to submit the Notice of Termination at this time.

Printed Name: John V. Andrews, Jr., P.E.

Title/Position: ENGINEER TO THE PLANNING BOARD

Signature: [Handwritten Signature] Date: 3.17.2021

TAX MAP # 32.6-1-1

NOTICE OF TERMINATION for Storm Water Discharges Authorized under the
SPDES General Permit for Construction Activity - continued

VII. Qualified Inspector Certification - Final Stabilization:

I hereby certify that all disturbed areas have achieved final stabilization as defined in the current version of the general permit, and that all temporary, structural erosion and sediment control measures have been removed. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

Printed Name: JOHN KARELL, JR., P.E.

Title/Position: ENGINEER

Signature: [Handwritten Signature]

Date: 8/21/2021

VIII. Qualified Inspector Certification - Post-construction Stormwater Management Practices:

I hereby certify that all post-construction stormwater management practices have been constructed in conformance with the SWPPP. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

Printed Name:

Title/Position:

Signature:

Date:

IX. Owner or Operator Certification

I hereby certify that this document was prepared by me or under my direction or supervision. My determination, based upon my inquiry of the person(s) who managed the construction activity, or those persons directly responsible for gathering the information, is that the information provided in this document is true, accurate and complete. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.

Printed Name: Eileen J SHIN

Roger G. Chen
Co-Owner

Title/Position: CO-OWNER

Signature: [Handwritten Signature]

Date: 8-26-21

7.17.2022
[Handwritten Signature]

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

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

November 15, 2019

Ms. Eileen Shin
220 Riverside Blvd.
Apt. 3-H
New York, NY 10069

Re: Property located at 31 Friend Lane, Kent, NY 10512
TM: 32.06-1-1

Dear Ms. Shin:

The Kent Planning Board met last night and approved your plans for constructing a new house at the above mentioned property.

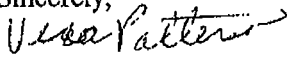
Also, both the Planning Board and Town Board accepted the following bonds and inspection fees:

JP Morgan Chase Bank Check [REDACTED] - [REDACTED]	for Final Inspection Fees
JP Morgan Chase Bank Check [REDACTED] - [REDACTED]	for the Erosion Control Bond to be held for two years After completion of the project
JP Morgan Chase Bank Check [REDACTED] - [REDACTED]	for the Wetland Mitigation Plan to be held for three years After completion of the project

After the project is completed you will need to notify the Planning Board that it is done and an inspection will need to be scheduled for the consultants to visit the site to confirm that the property is stabilized. At that time a waiver may be requested to have the bonds released earlier.

I'm enclosing copies of all the pertinent documents as noted above as well as a set of the approved plans for your records. I am also distributing this material to Jack Karell and the Building Department.

It has been a pleasure working with you and Mr. Chen on this project and feel free to contact us if you should need anything further from us.

Sincerely,

Vera Patterson
Planning Board Secretary

cc: B. Walters, Kent Building Inspector
J. Karell

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, D.P.C.
("LaBella")

and

The Town of Kent
("Client")

for services related to the following Project:

Storm Erosion Along Terry Hill Road
Lake Carmel
("Project")

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 20, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$14,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal



January 20, 2022

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

**RE: Professional Services Proposal – FEMA Storm Damage Report
Soil Erosion along Terry Hill
Lake Carmel, Putnam County, New York
Proposal # P2200890**

Dear Board Members,

LaBella Associates (LaBella) is pleased to submit to the Town Board (Board) of the Town of Kent (Town) this proposal to provide engineering services to perform a Damage Assessment and prepare a FEMA Storm Damage Report for the damage sustained along the shoreline of Lake Carmel due to the storm on September 1, 2021, more specifically Soil Erosion Along Terry Hill Drive (project site). This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

LaBella visited the site on December 21, 2021, spoken with Councilman Christopher Ruthven and Lake Carmel Crew Chief Frank Sabatini, and understands the following:

- Lake Carmel received damage from a storm on September 1, 2021;
- The Lake Carmel Parks District (LCPD) took photos of the storm damage immediately after the storm; and
- The Town intends to have a Damage Assessment Report prepared to submit to the Federal Emergency Management Agency (FEMA) to secure federal grant funding.

SCOPE OF SERVICES

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

Task 001 – Storm Damage Assessment

Scope – LaBella will perform a storm damage assessment in accordance with “FEMA Preliminary Damage Assessment Guide”, August 2021. Under this task, LaBella will review available record



documents and photographs supplied by the Town regarding pre-storm and post-storm conditions. LaBella will provide site visit(s) to the project location to visually observe the current conditions to perform an assessment of the damage caused by the storm. LaBella will document damage through electronic photographs and will maintain a photograph log describing the photo with Geographical Information System (GIS) location. All documentation will be included in a final Damage Assessment Report as described in Task 003.

Task 002 – Wetlands and Ecological Desktop and Field Review with Memo

Scope – LaBella will review applicable local, state and federal mapping to identify the potential limits of aquatic resources on the site. We will review the NYSDEC on-line resources to identify whether there are any records of endangered species on the site, submit a letter to the NY Natural Heritage Program to determine if there are any record occurrences, and review the USFWS IPAC Information Resource Planner for federal species. We will complete a walkover of the damaged site. The purpose of the site walkover will be to confirm the mapping of regulated aquatic resources and/or determine if regulated wetlands or waters are found on site and their extent. In addition, we will examine on-site habitats and assess their potential for supporting resident or transient populations of endangered, threatened, or rare species. This will form the basis for identifying any additional due diligence efforts.

Deliverables – LaBella will prepare a report summarizing our findings, recommendations and need for additional review or consultation/permitting by regulatory agencies for the proposed storm rehabilitation work. This will assist with the FEMA reviews.

Limitations – A formal wetland delineation and survey is not included as part of this task. It is assumed that the field review will be completed when the site is free of snow cover.

Task 003 – Damage Assessment Report

Scope – As stated in Task 001, LaBella will prepare a Damage Assessment Report (Report) of the findings described under Task 001 which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. LaBella will record our observations, assessments and recommendations in a written report including a photograph log.

LaBella will describe the recommendations in appropriate detail to allow the Town to engage the Federal Emergency Management Agency (FEMA) with recommendations on improvements to the area damaged by the storm.

Deliverable – The Report will contain recommendations and opinions of probable project costs for a “replace in-kind” alternative, as well as a recommendations and opinions of probable project cost for “hardening” the storm damaged area(s). These opinions of probable project cost will be in a tabular format and will include such costs as engineering, legal fees, regulatory fees and construction. Our Report recommendations will be considered “concept-level” and will not be detailed enough for



construction purposes. If engineered drawings or design are required for permit or construction, these services can be provided under an additional services agreement (as required).

PROFESSIONAL SERVICES FEE SCHEDULE

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

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

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

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

FEE SUMMARY TABLE

Tasks		Professional Services Budget
Task No.	Task Description	Lump Sum Fee
001	Storm Damage Assessment	\$4,500
002	Wetlands and Ecological Desktop and Field Review with Memo	\$1,000
003	Damage Assessment Report	\$8,500
Total Estimated Fee Budget		\$14,000

SCHEDULE

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



AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

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

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

Respectfully submitted,

LaBella Associates

Joseph M. Fusillo, PE, ENV SP
Senior Civil Engineer, Regional Leader

Encl. Standard Agreement

cc: file
Joe Lanaro (LaBella)
All Proposals (LaBella)

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall re-negotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any

conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, D.P.C.
("LaBella")

and

The Town of Kent
("Client")

for services related to the following Project:

Beach #2 Bulkhead Damage
Lake Carmel
("Project")

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 20, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$14,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal



January 20, 2022

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

**RE: Professional Services Proposal – FEMA Storm Damage Report
Beach #2 Bulkhead Damage
Lake Carmel, Putnam County, New York
Proposal # P8888516**

Dear Board Members,

LaBella Associates (LaBella) is pleased to submit to the Town Board (Board) of the Town of Kent (Town) this proposal to provide engineering services to perform a Damage Assessment and prepare a FEMA Storm Damage Report for the damage sustained at Lake Carmel's Beach #2 Bulkhead due to the storm on September 1, 2021. This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

LaBella visited the site on December 21, 2021, spoken with Councilman Christopher Ruthven and Lake Carmel Crew Chief Frank Sabatini, and understands the following:

- Lake Carmel received damage from a storm on September 1, 2021;
- The Lake Carmel Parks District (LCPD) took photos of the storm damage immediately after the storm; and
- The Town intends to have a Damage Assessment Report prepared to submit to the Federal Emergency Management Agency (FEMA) to secure federal grant funding.

SCOPE OF SERVICES

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

Task 001 – Storm Damage Assessment

Scope – LaBella will perform a storm damage assessment in accordance with “FEMA Preliminary Damage Assessment Guide”, August 2021. Under this task, LaBella will review available record documents and photographs supplied by the Town regarding pre-storm and post-storm conditions.



LaBella will provide site visit(s) to the project location to visually observe the current conditions to perform an assessment of the damage caused by the storm. LaBella will document damage through electronic photographs and will maintain a photograph log describing the photo with Geographical Information System (GIS) location. All documentation will be included in a final Damage Assessment Report as described in Task 003.

Task 002 – Wetlands and Ecological Desktop and Field Review with Memo

Scope – LaBella will review applicable local, state and federal mapping to identify the potential limits of aquatic resources on the site. We will review the NYSDEC on-line resources to identify whether there are any records of endangered species on the site, submit a letter to the NY Natural Heritage Program to determine if there are any record occurrences, and review the USFWS IPAC Information Resource Planner for federal species. We will complete a walkover of the damaged site. The purpose of the site walkover will be to confirm the mapping of regulated aquatic resources and/or determine if regulated wetlands or waters are found on site and their extent. In addition, we will examine on-site habitats and assess their potential for supporting resident or transient populations of endangered, threatened, or rare species. This will form the basis for identifying any additional due diligence efforts.

Deliverables – LaBella will prepare a report summarizing our finding, recommendations and need for additional review or consultation/permitting by regulatory agencies for the proposed storm rehabilitation work. This will assist with the FEMA reviews.

Limitations – A formal wetland delineation and survey is not included as part of this task. It is assumed that the field review will be completed when the site is free of snow cover.

Task 003 – Damage Assessment Report

Scope – As stated in Task 001, LaBella will prepare a Damage Assessment Report (Report) of the findings described under Task 001 which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. LaBella will record our observations, assessments and recommendations in a written report including a photograph log.

LaBella will describe the recommendations in appropriate detail to allow the Town to engage the Federal Emergency Management Agency (FEMA) with recommendations on improvements to the area damaged by the storm.

Deliverable – The Report will contain recommendations and opinions of probable project costs for a “replace in-kind” alternative, as well as a recommendations and opinions of probable project cost for “hardening” the storm damaged area(s). These opinions of probable project cost will be in a tabular format and will include such costs as engineering, legal fees, regulatory fees and construction. Our Report recommendations will be considered “concept-level” and will not be detailed enough for construction purposes. If engineered drawings or design are required for permit or construction, these services can be provided under an additional services agreement (as required).



PROFESSIONAL SERVICES FEE SCHEDULE

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

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

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

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

FEE SUMMARY TABLE

Tasks		Professional Services Budget
Task No.	Task Description	Lump Sum Fee
001	Storm Damage Assessment	\$4,500
002	Wetlands and Ecological Desktop and Field Review with Memo	\$1,000
003	Damage Assessment Report	\$8,500
Total Estimated Fee Budget		\$14,000

SCHEDULE

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



AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

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

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

Respectfully submitted,

LaBella Associates

Joseph M. Fusillo, PE, ENV SP
Senior Civil Engineer, Regional Leader

Encl. Standard Agreement

cc: file
Joe Lanaro (LaBella)
All Proposals (LaBella)

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall renegotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any

conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, D.P.C.
("LaBella")

and

The Town of Kent
("Client")

for services related to the following Project:

Fishing Dock and Bulkhead Damage
Lake Carmel
("Project")

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 20, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$14,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal



January 20, 2022

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

**RE: Professional Services Proposal - FEMA Storm Damage Report
Fishing Dock and Bulkhead Damage
Lake Carmel, Putnam County, New York
Proposal # P2200891**

Dear Board Members,

LaBella Associates (LaBella) is pleased to submit to the Town Board (Board) of the Town of Kent (Town) this proposal to provide engineering services to perform a Damage Assessment and prepare a FEMA Storm Damage Report for the damage sustained to the fishing dock and bulkhead near Beach #4 at Lake Carmel due to the storm on September 1, 2021. This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

LaBella visited the site on December 21, 2021, spoken with Councilman Christopher Ruthven and Lake Carmel Crew Chief Frank Sabatini, and understands the following:

- Lake Carmel received damage from a storm on September 1, 2021;
- The Lake Carmel Parks District (LCPD) took photos of the storm damage immediately after the storm; and
- The Town intends to have a Damage Assessment Report prepared to submit to the Federal Emergency Management Agency (FEMA) to secure federal grant funding.

SCOPE OF SERVICES

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

Task 001 - Storm Damage Assessment

Scope - LaBella will perform a storm damage assessment in accordance with "FEMA Preliminary Damage Assessment Guide", August 2021. Under this task, LaBella will review available record



documents and photographs supplied by the Town regarding pre-storm and post-storm conditions. LaBella will provide site visit(s) to the project location to visually observe the current conditions to perform an assessment of the damage caused by the storm. LaBella will document damage through electronic photographs and will maintain a photograph log describing the photo with Geographical Information System (GIS) location. All documentation will be included in a final Damage Assessment Report as described in Task 003.

Task 002 – Wetlands and Ecological Desktop and Field Review with Memo

Scope – LaBella will review applicable local, state and federal mapping to identify the potential limits of aquatic resources on the site. We will review the NYSDEC on-line resources to identify whether there are any records of endangered species on the site, submit a letter to the NY Natural Heritage Program to determine if there are any record occurrences, and review the USFWS IPAC Information Resource Planner for federal species. We will complete a walkover of the damaged site. The purpose of the site walkover will be to confirm the mapping of regulated aquatic resources and/or determine if regulated wetlands or waters are found on site and their extent. In addition, we will examine on-site habitats and assess their potential for supporting resident or transient populations of endangered, threatened, or rare species. This will form the basis for identifying any additional due diligence efforts.

Deliverables – LaBella will prepare a report summarizing our finding, recommendations and need for additional review or consultation/permitting by regulatory agencies for the proposed storm rehabilitation work. This will assist with the FEMA reviews.

Limitations – A formal wetland delineation and survey is not included as part of this task. It is assumed that the field review will be completed when the site is free of snow cover.

Task 003 –Damage Assessment Report

Scope – As stated in Task 001, LaBella will prepare a Damage Assessment Report (Report) of the findings described under Task 001 which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. LaBella will record our observations, assessments and recommendations in a written report including a photograph log.

LaBella will describe the recommendations in appropriate detail to allow the Town to engage the Federal Emergency Management Agency (FEMA) with recommendations on improvements to the area damaged by the storm.

Deliverable – The Report will contain recommendations and opinions of probable project costs for a “replace in-kind” alternative, as well as a recommendations and opinions of probable project cost for “hardening” the storm damaged area(s). These opinions of probable project cost will be in a tabular format and will include such costs as engineering, legal fees, regulatory fees and construction. Our Report recommendations will be considered “concept-level” and will not be detailed enough for



construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

PROFESSIONAL SERVICES FEE SCHEDULE

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

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

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

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

FEE SUMMARY TABLE

Tasks		Professional Services Budget
Task No.	Task Description	Lump Sum Fee
001	Storm Damage Assessment	\$4,500
002	Wetlands and Ecological Desktop and Field Review with Memo	\$1,000
003	Damage Assessment Report	\$8,500
Total Estimated Fee Budget		\$14,000

SCHEDULE

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



AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

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

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

Respectfully submitted,

LaBella Associates

Joseph M. Fusillo, PE, ENV SP
Senior Civil Engineer, Regional Leader

Encl. Standard Agreement

cc: file
Joe Lanaro (LaBella)
All Proposals (LaBella)

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall renegotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any

conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, D.P.C.
("LaBella")

and

The Town of Kent
("Client")

for services related to the following Project:

Sand Erosion and Silt Deposition at beaches #2, 3, 4 and 7
Lake Carmel
("Project")

LaBella and Client hereby agree as follows:

- Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 20, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
- Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
- Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$14,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal



January 20, 2022

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

**RE: Professional Services Proposal – FEMA Storm Damage Report
Sand Erosion and Silt Deposition at Beaches #2, 3, 4 and 7
Lake Carmel, Putnam County, New York
Proposal # P2200892**

Dear Board Members,

LaBella Associates (LaBella) is pleased to submit to the Town Board (Board) of the Town of Kent (Town) this proposal to provide engineering services to perform a Damage Assessment and prepare a FEMA Storm Damage Report for the sand erosion and silt deposition damage sustained at Beaches 2, 3, 4 and 7 of Lake Carmel due to the storm on September 1, 2021. This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

LaBella visited the site on December 21, 2021, spoken with Councilman Christopher Ruthven and Lake Carmel Crew Chief Frank Sabatini, and understands the following:

- Lake Carmel received damage from a storm on September 1, 2021;
- The Lake Carmel Parks District (LCPD) took photos of the storm damage immediately after the storm; and
- The Town intends to have a Damage Assessment Report prepared to submit to the Federal Emergency Management Agency (FEMA) to secure federal grant funding.

SCOPE OF SERVICES

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

Task 001 – Storm Damage Assessment

Scope – LaBella will perform a storm damage assessment in accordance with “FEMA Preliminary Damage Assessment Guide”, August 2021. Under this task, LaBella will review available record



documents and photographs supplied by the Town regarding pre-storm and post-storm conditions. LaBella will provide site visit(s) to the project location to visually observe the current conditions to perform an assessment of the damage caused by the storm. LaBella will document damage through electronic photographs and will maintain a photograph log describing the photo with Geographical Information System (GIS) location. All documentation will be included in a final Damage Assessment Report as described in Task 003.

Task 002 – Wetlands and Ecological Desktop and Field Review with Memo

Scope – LaBella will review applicable local, state and federal mapping to identify the potential limits of aquatic resources on the site. We will review the NYSDEC on-line resources to identify whether there are any records of endangered species on the site, submit a letter to the NY Natural Heritage Program to determine if there are any record occurrences, and review the USFWS IPAC Information Resource Planner for federal species. We will complete a walkover of the damaged site. The purpose of the site walkover will be to confirm the mapping of regulated aquatic resources and/or determine if regulated wetlands or waters are found on site and their extent. In addition, we will examine on-site habitats and assess their potential for supporting resident or transient populations of endangered, threatened, or rare species. This will form the basis for identifying any additional due diligence efforts.

Deliverables – LaBella will prepare a report summarizing our finding, recommendations and need for additional review or consultation/permitting by regulatory agencies for the proposed storm rehabilitation work. This will assist with the FEMA reviews.

Limitations – A formal wetland delineation and survey is not included as part of this task. It is assumed that the field review will be completed when the site is free of snow cover.

Task 003 – Damage Assessment Report

Scope – As stated in Task 001, LaBella will prepare a Damage Assessment Report (Report) of the findings described under Task 001 which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. LaBella will record our observations, assessments and recommendations in a written report including a photograph log.

LaBella will describe the recommendations in appropriate detail to allow the Town to engage the Federal Emergency Management Agency (FEMA) with recommendations on improvements to the area damaged by the storm.

Deliverable – The Report will contain recommendations and opinions of probable project costs for a “replace in-kind” alternative, as well as a recommendations and opinions of probable project cost for “hardening” the storm damaged area(s). These opinions of probable project cost will be in a tabular format and will include such costs as engineering, legal fees, regulatory fess and construction. Our Report recommendations will be considered “concept-level” and will not be detailed enough for



construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

PROFESSIONAL SERVICES FEE SCHEDULE

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

Lump Sum tasks will be billed commensurately with the percentage of the task that has been completed. A copy of our current Billing Rate Schedule is attached to this proposal.

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

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

FEE SUMMARY TABLE

Tasks		Professional Services Budget
Task No.	Task Description	Lump Sum Fee
001	Storm Damage Assessment	\$4,500
002	Wetlands and Ecological Desktop and Field Review with Memo	\$1,000
003	Damage Assessment Report	\$8,500
Total Estimated Fee Budget		\$14,000

SCHEDULE

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



AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

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

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

Respectfully submitted,

LaBella Associates

Joseph M. Fusillo, PE, ENV SP
Senior Civil Engineer, Regional Leader

Encl. Standard Agreement

cc: file
Joe Lanaro (LaBella)
All Proposals (LaBella)

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall renegotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any

conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, D.P.C.
("LaBella")

and

The Town of Kent
("Client")

for services related to the following Project:

Memorial Park Footbridge Storm Damage
Lake Carmel
("Project")

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 20, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$14,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal



January 20, 2022

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

**RE: Professional Services Proposal – FEMA Storm Damage Report
Memorial Park Footbridge
Lake Carmel, Putnam County, New York
Proposal # P8888517**

Dear Board Members,

LaBella Associates (LaBella) is pleased to submit to the Town Board (Board) of the Town of Kent (Town) this proposal to provide engineering services to perform a Damage Assessment and prepare a FEMA Storm Damage Report for the damage sustained to the Memorial Park Footbridge located at Lake Carmel due to the storm on September 1, 2021. This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

LaBella visited the site on December 21, 2021, spoken with Councilman Christopher Ruthven and Lake Carmel Crew Chief Frank Sabatini, and understands the following:

- Lake Carmel received damage from a storm on September 1, 2021;
- The Lake Carmel Parks District (LCPD) took photos of the storm damage immediately after the storm; and
- The Town intends to have a Damage Assessment Report prepared to submit to the Federal Emergency Management Agency (FEMA) to secure federal grant funding.

SCOPE OF SERVICES

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

Task 001 – Storm Damage Assessment

Scope – LaBella will perform a storm damage assessment in accordance with “FEMA Preliminary Damage Assessment Guide”, August 2021. Under this task, LaBella will review available record



documents and photographs supplied by the Town regarding pre-storm and post-storm conditions. LaBella will provide site visit(s) to the project location to visually observe the current conditions to perform an assessment of the damage caused by the storm. LaBella will document damage through electronic photographs and will maintain a photograph log describing the photo with Geographical Information System (GIS) location. All documentation will be included in a final Damage Assessment Report as described in Task 003.

Task 002 – Wetlands and Ecological Desktop and Field Review with Memo

Scope – LaBella will review applicable local, state and federal mapping to identify the potential limits of aquatic resources on the site. We will review the NYSDEC on-line resources to identify whether there are any records of endangered species on the site, submit a letter to the NY Natural Heritage Program to determine if there are any record occurrences, and review the USFWS IPAC Information Resource Planner for federal species. We will complete a walkover of the damaged site. The purpose of the site walkover will be to confirm the mapping of regulated aquatic resources and/or determine if regulated wetlands or waters are found on site and their extent. In addition, we will examine on-site habitats and assess their potential for supporting resident or transient populations of endangered, threatened, or rare species. This will form the basis for identifying any additional due diligence efforts.

Deliverables – LaBella will prepare a report summarizing our finding, recommendations and need for additional review or consultation/permitting by regulatory agencies for the proposed storm rehabilitation work. This will assist with the FEMA reviews.

Limitations – A formal wetland delineation and survey is not included as part of this task. It is assumed that the field review will be completed when the site is free of snow cover.

Task 003 – Damage Assessment Report

Scope – As stated in Task 001, LaBella will prepare a Damage Assessment Report (Report) of the findings described under Task 001 which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. LaBella will record our observations, assessments and recommendations in a written report including a photograph log.

LaBella will describe the recommendations in appropriate detail to allow the Town to engage the Federal Emergency Management Agency (FEMA) with recommendations on improvements to the area damaged by the storm.

Deliverable – The Report will contain recommendations and opinions of probable project costs for a “replace in-kind” alternative, as well as a recommendations and opinions of probable project cost for “hardening” the storm damaged area(s). These opinions of probable project cost will be in a tabular format and will include such costs as engineering, legal fees, regulatory fees and construction. Our Report recommendations will be considered “concept-level” and will not be detailed enough for



construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

PROFESSIONAL SERVICES FEE SCHEDULE

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

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

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

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

FEE SUMMARY TABLE

Tasks		Professional Services Budget
Task No.	Task Description	Lump Sum Fee
001	Storm Damage Assessment	\$4,500
002	Wetlands and Ecological Desktop and Field Review with Memo	\$1,000
003	Damage Assessment Report	\$8,500
Total Estimated Fee Budget		\$14,000

SCHEDULE

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



AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

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

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

Respectfully submitted,

LaBella Associates

Joseph M. Fusillo, PE, ENV SP
Senior Civil Engineer, Regional Leader

Encl. Standard Agreement

cc: file
Joe Lanaro (LaBella)
All Proposals (LaBella)

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall renegotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any

conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, D.P.C.
("LaBella")

and

The Town of Kent
("Client")

for services related to the following Project:

Slope Erosion at Basketball Courts
Lake Carmel
("Project")

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 20, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$14,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal



January 20, 2022

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

**RE: Professional Services Proposal – FEMA Storm Damage Report
Slope Erosion at Basketball Courts
Lake Carmel, Putnam County, New York
Proposal # P2200893**

Dear Board Members,

LaBella Associates (LaBella) is pleased to submit to the Town Board (Board) of the Town of Kent (Town) this proposal to provide engineering services to perform a Damage Assessment and prepare a FEMA Storm Damage Report for the damage sustained along the driveway slope to the basketball courts near the shoreline of Lake Carmel due to the storm on September 1, 2021. This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

LaBella visited the site on December 21, 2021, spoken with Councilman Christopher Ruthven and Lake Carmel Crew Chief Frank Sabatini, and understands the following:

- Lake Carmel received damage from a storm on September 1, 2021;
- The Lake Carmel Parks District (LCPD) took photos of the storm damage immediately after the storm; and
- The Town intends to have a Damage Assessment Report prepared to submit to the Federal Emergency Management Agency (FEMA) to secure federal grant funding.

SCOPE OF SERVICES

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

Task 001 – Storm Damage Assessment

Scope – LaBella will perform a storm damage assessment in accordance with “FEMA Preliminary Damage Assessment Guide”, August 2021. Under this task, LaBella will review available record



documents and photographs supplied by the Town regarding pre-storm and post-storm conditions. LaBella will provide site visit(s) to the project location to visually observe the current conditions to perform an assessment of the damage caused by the storm. LaBella will document damage through electronic photographs and will maintain a photograph log describing the photo with Geographical Information System (GIS) location. All documentation will be included in a final Damage Assessment Report as described in Task 003.

Task 002 – Wetlands and Ecological Desktop and Field Review with Memo

Scope – LaBella will review applicable local, state and federal mapping to identify the potential limits of aquatic resources on the site. We will review the NYSDEC on-line resources to identify whether there are any records of endangered species on the site, submit a letter to the NY Natural Heritage Program to determine if there are any record occurrences, and review the USFWS IPAC Information Resource Planner for federal species. We will complete a walkover of the damaged site. The purpose of the site walkover will be to confirm the mapping of regulated aquatic resources and/or determine if regulated wetlands or waters are found on site and their extent. In addition, we will examine on-site habitats and assess their potential for supporting resident or transient populations of endangered, threatened, or rare species. This will form the basis for identifying any additional due diligence efforts.

Deliverables – LaBella will prepare a report summarizing our finding, recommendations and need for additional review or consultation/permitting by regulatory agencies for the proposed storm rehabilitation work. This will assist with the FEMA reviews.

Limitations – A formal wetland delineation and survey is not included as part of this task. It is assumed that the field review will be completed when the site is free of snow cover.

Task 003 – Damage Assessment Report

Scope – As stated in Task 001, LaBella will prepare a Damage Assessment Report (Report) of the findings described under Task 001 which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. LaBella will record our observations, assessments and recommendations in a written report including a photograph log.

LaBella will describe the recommendations in appropriate detail to allow the Town to engage the Federal Emergency Management Agency (FEMA) with recommendations on improvements to the area damaged by the storm.

Deliverable – The Report will contain recommendations and opinions of probable project costs for a “replace in-kind” alternative, as well as a recommendations and opinions of probable project cost for “hardening” the storm damaged area(s). These opinions of probable project cost will be in a tabular format and will include such costs as engineering, legal fees, regulatory fees and construction. Our Report recommendations will be considered “concept-level” and will not be detailed enough for



construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

PROFESSIONAL SERVICES FEE SCHEDULE

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

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

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

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

FEE SUMMARY TABLE

Tasks		Professional Services Budget
Task No.	Task Description	Lump Sum Fee
001	Storm Damage Assessment	\$4,500
002	Wetlands and Ecological Desktop and Field Review with Memo	\$1,000
003	Damage Assessment Report	\$8,500
Total Estimated Fee Budget		\$14,000

SCHEDULE

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



AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

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

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

Respectfully submitted,

LaBella Associates

Joseph M. Fusillo, PE, ENV SP
Senior Civil Engineer, Regional Leader

Encl. Standard Agreement

cc: file
Joe Lanaro (LaBella)
All Proposals (LaBella)

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall renegotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any

conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, D.P.C.
("LaBella")

and

The Town of Kent
("Client")

for services related to the following Project:

Lake Carmel Maintenance Garage Boat Launch
Lake Carmel
("Project")

LaBella and Client hereby agree as follows:

- Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 20, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
- Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
- Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$14,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal



January 20, 2022

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

**RE: Professional Services Proposal – FEMA Storm Damage Report
Lake Carmel Maintenance Garage Boat Launch
Lake Carmel, Putnam County, New York
Proposal # P2200895**

Dear Board Members,

LaBella Associates (LaBella) is pleased to submit to the Town Board (Board) of the Town of Kent (Town) this proposal to provide engineering services to perform a Damage Assessment and prepare a FEMA Storm Damage Report for the damage sustained along the shoreline of Lake Carmel due to the storm on September 1, 2021, more specifically erosion at the Lake Carmel Maintenance Garage boat launch (project site). This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

LaBella visited the site on December 21, 2021, spoken with Councilman Christopher Ruthven and Lake Carmel Crew Chief Frank Sabatini, and understands the following:

- Lake Carmel received damage from a storm on September 1, 2021;
- The Lake Carmel Parks District (LCPD) took photos of the storm damage immediately after the storm; and
- The Town intends to have a Damage Assessment Report prepared to submit to the Federal Emergency Management Agency (FEMA) to secure federal grant funding.

SCOPE OF SERVICES

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

Task 001 – Storm Damage Assessment

Scope – LaBella will perform a storm damage assessment in accordance with “FEMA Preliminary Damage Assessment Guide”, August 2021. Under this task, LaBella will review available record



documents and photographs supplied by the Town regarding pre-storm and post-storm conditions. LaBella will provide site visit(s) to the project location to visually observe the current conditions to perform an assessment of the damage caused by the storm. LaBella will document damage through electronic photographs and will maintain a photograph log describing the photo with Geographical Information System (GIS) location. All documentation will be included in a final Damage Assessment Report as described in Task 003.

Task 002 – Wetlands and Ecological Desktop and Field Review with Memo

Scope – LaBella will review applicable local, state and federal mapping to identify the potential limits of aquatic resources on the site. We will review the NYSDEC on-line resources to identify whether there are any records of endangered species on the site, submit a letter to the NY Natural Heritage Program to determine if there are any record occurrences, and review the USFWS IPAC Information Resource Planner for federal species. We will complete a walkover of the damaged site. The purpose of the site walkover will be to confirm the mapping of regulated aquatic resources and/or determine if regulated wetlands or waters are found on site and their extent. In addition, we will examine on-site habitats and assess their potential for supporting resident or transient populations of endangered, threatened, or rare species. This will form the basis for identifying any additional due diligence efforts.

Deliverables – LaBella will prepare a report summarizing our finding, recommendations and need for additional review or consultation/permitting by regulatory agencies for the proposed storm rehabilitation work. This will assist with the FEMA reviews.

Limitations – A formal wetland delineation and survey is not included as part of this task. It is assumed that the field review will be completed when the site is free of snow cover.

Task 003 – Damage Assessment Report

Scope – As stated in Task 001, LaBella will prepare a Damage Assessment Report (Report) of the findings described under Task 001 which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. LaBella will record our observations, assessments and recommendations in a written report including a photograph log.

LaBella will describe the recommendations in appropriate detail to allow the Town to engage the Federal Emergency Management Agency (FEMA) with recommendations on improvements to the area damaged by the storm.

Deliverable – The Report will contain recommendations and opinions of probable project costs for a “replace in-kind” alternative, as well as a recommendations and opinions of probable project cost for “hardening” the storm damaged area(s). These opinions of probable project cost will be in a tabular format and will include such costs as engineering, legal fees, regulatory fees and construction. Our Report recommendations will be considered “concept-level” and will not be detailed enough for



construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

PROFESSIONAL SERVICES FEE SCHEDULE

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

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

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

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

FEE SUMMARY TABLE

Tasks		Professional Services Budget
Task No.	Task Description	Lump Sum Fee
001	Storm Damage Assessment	\$4,500
002	Wetlands and Ecological Desktop and Field Review with Memo	\$1,000
003	Damage Assessment Report	\$8,500
Total Estimated Fee Budget		\$14,000

SCHEDULE

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



AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

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

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

Respectfully submitted,

LaBella Associates

Joseph M. Fusillo, PE, ENV SP
Senior Civil Engineer, Regional Leader

Encl. Standard Agreement

cc: file
Joe Lanaro (LaBella)
All Proposals (LaBella)

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall renegotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any

conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, D.P.C.
("LaBella")

and

The Town of Kent
("Client")

for services related to the following Project:

Beach Erosion at Barrett Hill Culvert
Lake Carmel
("Project")

LaBella and Client hereby agree as follows:

- Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 20, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
- Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
- Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$14,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal



January 20, 2022

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

**RE: Professional Services Proposal – FEMA Storm Damage Report
Beach Erosion at Barrett Hill Culvert Discharge
Lake Carmel, Putnam County, New York
Proposal # P2200894**

Dear Board Members,

LaBella Associates (LaBella) is pleased to submit to the Town Board (Board) of the Town of Kent (Town) this proposal to provide engineering services to perform a Damage Assessment and prepare a FEMA Storm Damage Report for the damage sustained along the shoreline of Lake Carmel due to the storm on September 1, 2021, more specifically Beach Erosion at Barrett Hill culvert discharge. This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

LaBella visited the site on December 21, 2021, spoken with Councilman Christopher Ruthven and Lake Carmel Crew Chief Frank Sabatini, and understands the following:

- Lake Carmel received damage from a storm on September 1, 2021;
- The Lake Carmel Parks District (LCPD) took photos of the storm damage immediately after the storm; and
- The Town intends to have a Damage Assessment Report prepared to submit to the Federal Emergency Management Agency (FEMA) to secure federal grant funding.

SCOPE OF SERVICES

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

Task 001 – Storm Damage Assessment

Scope – LaBella will perform a storm damage assessment in accordance with “FEMA Preliminary Damage Assessment Guide”, August 2021. Under this task, LaBella will review available record



documents and photographs supplied by the Town regarding pre-storm and post-storm conditions. LaBella will provide site visit(s) to the project location to visually observe the current conditions to perform an assessment of the damage caused by the storm. LaBella will document damage through electronic photographs and will maintain a photograph log describing the photo with Geographical Information System (GIS) location. All documentation will be included in a final Damage Assessment Report as described in Task 003.

Task 002 – Wetlands and Ecological Desktop and Field Review with Memo

Scope – LaBella will review applicable local, state and federal mapping to identify the potential limits of aquatic resources on the site. We will review the NYSDEC on-line resources to identify whether there are any records of endangered species on the site, submit a letter to the NY Natural Heritage Program to determine if there are any record occurrences, and review the USFWS IPAC Information Resource Planner for federal species. We will complete a walkover of the damaged site. The purpose of the site walkover will be to confirm the mapping of regulated aquatic resources and/or determine if regulated wetlands or waters are found on site and their extent. In addition, we will examine on-site habitats and assess their potential for supporting resident or transient populations of endangered, threatened, or rare species. This will form the basis for identifying any additional due diligence efforts.

Deliverables – LaBella will prepare a report summarizing our finding, recommendations and need for additional review or consultation/permitting by regulatory agencies for the proposed storm rehabilitation work. This will assist with the FEMA reviews.

Limitations – A formal wetland delineation and survey is not included as part of this task. It is assumed that the field review will be completed when the site is free of snow cover.

Task 003 – Damage Assessment Report

Scope – As stated in Task 001, LaBella will prepare a Damage Assessment Report (Report) of the findings described under Task 001 which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. LaBella will record our observations, assessments and recommendations in a written report including a photograph log.

LaBella will describe the recommendations in appropriate detail to allow the Town to engage the Federal Emergency Management Agency (FEMA) with recommendations on improvements to the area damaged by the storm.

Deliverable – The Report will contain recommendations and opinions of probable project costs for a “replace in-kind” alternative, as well as a recommendations and opinions of probable project cost for “hardening” the storm damaged area(s). These opinions of probable project cost will be in a tabular format and will include such costs as engineering, legal fees, regulatory fees and construction. Our Report recommendations will be considered “concept-level” and will not be detailed enough for



construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

PROFESSIONAL SERVICES FEE SCHEDULE

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

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

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

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

FEE SUMMARY TABLE

Tasks		Professional Services Budget
Task No.	Task Description	Lump Sum Fee
001	Storm Damage Assessment	\$4,500
002	Wetlands and Ecological Desktop and Field Review with Memo	\$1,000
003	Damage Assessment Report	\$8,500
Total Estimated Fee Budget		\$14,000

SCHEDULE

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



AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

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

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

Respectfully submitted,

LaBella Associates

Joseph M. Fusillo, PE, ENV SP
Senior Civil Engineer, Regional Leader

Encl. Standard Agreement

cc: file
Joe Lanaro (LaBella)
All Proposals (LaBella)

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall renegotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any

conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Professional Services Agreement

Agreement made the _____ day of _____, 2019
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Kent
("Client")

for services related to the following Project:

Beach #3 Boat Launch Damage
Lake Carmel, New York
("Project")

LaBella and Client hereby agree as follows:

1. **Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 26, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
2. **Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

4. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

5. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$14,000.00 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal



January 26, 2022

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

**RE: Professional Services Proposal – FEMA Storm Damage Report
Lake Carmel Beach #3 Boat Launch
Lake Carmel, Putnam County, New York
Proposal # P2201156**

Dear Board Members,

LaBella Associates (LaBella) is pleased to submit to the Town Board (Board) of the Town of Kent (Town) this proposal to provide engineering services to perform a Damage Assessment and prepare a FEMA Storm Damage Report for the damage sustained along the shoreline of Lake Carmel due to the storm on September 1, 2021, more specifically erosion at the Lake Carmel Beach #3 boat launch (project site). This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

LaBella visited the site on December 21, 2021, spoken with Councilman Christopher Ruthven and Lake Carmel Crew Chief Frank Sabatini, and understands the following:

- Lake Carmel received damage from a storm on September 1, 2021;
- The Lake Carmel Parks District (LCPD) took photos of the storm damage immediately after the storm; and
- The Town intends to have a Damage Assessment Report prepared to submit to the Federal Emergency Management Agency (FEMA) to secure federal grant funding.

SCOPE OF SERVICES

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

Task 001 – Storm Damage Assessment

Scope – LaBella will perform a storm damage assessment in accordance with “FEMA Preliminary Damage Assessment Guide”, August 2021. Under this task, LaBella will review available record



documents and photographs supplied by the Town regarding pre-storm and post-storm conditions. LaBella will provide site visit(s) to the project location to visually observe the current conditions to perform an assessment of the damage caused by the storm. LaBella will document damage through electronic photographs and will maintain a photograph log describing the photo with Geographical Information System (GIS) location. All documentation will be included in a final Damage Assessment Report as described in Task 003.

Task 002 – Wetlands and Ecological Desktop and Field Review with Memo

Scope – LaBella will review applicable local, state and federal mapping to identify the potential limits of aquatic resources on the site. We will review the NYSDEC on-line resources to identify whether there are any records of endangered species on the site, submit a letter to the NY Natural Heritage Program to determine if there are any record occurrences, and review the USFWS IPAC Information Resource Planner for federal species. We will complete a walkover of the damaged site. The purpose of the site walkover will be to confirm the mapping of regulated aquatic resources and/or determine if regulated wetlands or waters are found on site and their extent. In addition, we will examine on-site habitats and assess their potential for supporting resident or transient populations of endangered, threatened, or rare species. This will form the basis for identifying any additional due diligence efforts.

Deliverables – LaBella will prepare a report summarizing our finding, recommendations and need for additional review or consultation/permitting by regulatory agencies for the proposed storm rehabilitation work. This will assist with the FEMA reviews.

Limitations – A formal wetland delineation and survey is not included as part of this task. It is assumed that the field review will be completed when the site is free of snow cover.

Task 003 – Damage Assessment Report

Scope – As stated in Task 001, LaBella will prepare a Damage Assessment Report (Report) of the findings described under Task 001 which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing maintenance personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. LaBella will record our observations, assessments and recommendations in a written report including a photograph log.

LaBella will describe the recommendations in appropriate detail to allow the Town to engage the Federal Emergency Management Agency (FEMA) with recommendations on improvements to the area damaged by the storm.

Deliverable – The Report will contain recommendations and opinions of probable project costs for a “replace in-kind” alternative, as well as a recommendations and opinions of probable project cost for “hardening” the storm damaged area(s). These opinions of probable project cost will be in a tabular format and will include such costs as engineering, legal fees, regulatory fees and construction. Our Report recommendations will be considered “concept-level” and will not be detailed enough for



construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement (as required).

PROFESSIONAL SERVICES FEE SCHEDULE

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

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

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

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

FEE SUMMARY TABLE

Tasks		Professional Services Budget
Task No.	Task Description	Lump Sum Fee
001	Storm Damage Assessment	\$4,500
002	Wetlands and Ecological Desktop and Field Review with Memo	\$1,000
003	Damage Assessment Report	\$8,500
Total Estimated Fee Budget		\$14,000

SCHEDULE

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



AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

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

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

Respectfully submitted,

LaBella Associates

Joseph M. Fusillo, PE, ENV SP
Senior Civil Engineer, Regional Leader

Encl. Standard Agreement

cc: file
Joe Lanaro (LaBella)
All Proposals (LaBella)

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall re-negotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict

of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.