

RESOLUTION: TOWN OF POUND RIDGE – MARCH 7, 2023

**In Response to Governor Hochul’s
“New York Housing Compact” Proposal**

WHEREAS, Governor Hochul’s 2024 Executive Budget includes the “New York Housing Compact”; and

WHEREAS, the “New York Housing Compact” consists of the “New Homes Targets and Fast-Track Approval Act” and the “Transit-Oriented Development Act of 2023” (collectively the “Proposed Acts”); and

WHEREAS, the Governor claims that the “New Homes Targets and Fast-Track Approval Act” is necessary in order to forestall restrictive land use practices that allegedly inhibit and limit housing development; and

WHEREAS, the Town of Pound Ridge shares the same affordable goals as the Governor having a long history of and consistently demonstrating a commitment to providing a wide variety of housing choice and maintaining and strengthening hamlet centers as service and higher-density residential areas; and

WHEREAS, as proposed the “New Homes Targets and Fast-Track Approval Act” will amend the General Municipal Law and purports to override the Town of Pound Ridge land use regulations as adopted in the Town’s Zoning Code and the Town’s Comprehensive Plan; and

WHEREAS, the “New Homes Targets and Fast-Track Approval Act” requires the Town to meet or exceed a Residential Dwelling Growth Target or enact by local law two of five “preferred actions” in order to be considered in “Safe Harbor” status; and

WHEREAS, all five “preferred actions” require extreme and substantial amendments to the Town of Pound Ridge’s local zoning including but not limited to, elimination of restrictions on minimum lot size, height limits, setbacks, parking and no environmental review, planning board review and aesthetic review; and

WHEREAS, the aforesaid Proposed Acts ignore the unique and fragile environmental characteristics of the Town of Pound Ridge and the attendant lack of traditional municipal infrastructure such as municipal sewage and water systems present in other New York State municipalities; and

WHEREAS, the Town of Pound Ridge serves as a critical watershed system which protects and provides potable water supply to residents of both New York and Connecticut; and

WHEREAS, the aforesaid Acts would arguably permit the construction within and destruction of such critical wetlands without any environmental review; and

WHEREAS, the laudable goal of increased affordable housing in New York does not justify or warrant the destruction of sensitive wetlands or compromise of the potable water supply of New York and Connecticut residents; and

WHEREAS, all of the Town of Pound Ridge services; police, volunteer emergency services, water, sewer, and the school community would be grossly impacted by the Proposed Acts; and

WHEREAS, the new amended Town law would prohibit Municipalities from adopting and enforcing reasonable and appropriate development regulations to insure the development is compatible with the surrounding uses, such as lot coverage, open space, building height, setbacks, floor area ratios or parking restrictions; and

WHEREAS, the Town of Pound Ridge is a member of the East of Hudson Watershed Corporation (“EOHWC”) and has joined in the EOHWC’s letter to the Governor articulating the objections to the aforesaid Acts; and

NOW THEREFORE BE IT RESOLVED, that the Town of Pound Ridge respectfully requests the Legislature remove the Housing Compact proposal from the FY 2024 Budget, and future budgets, and engage local Governments in dialogue to address our common goal of increasing the amount of affordable housing in the State of New York; and

BE IT FURTHER RESOLVED, that the Town of Pound Ridge respectfully opposes the Governor's Housing Compact and urges the State Legislature to vote against it in order to preserve and protect Municipal Home Rule, Local Zoning Powers and the fragile; critical wetlands that protect the potable water supply of the Town of Pound Ridge and surrounding residents in New York and Connecticut.

ACT NO. 15 – 2023 _____

AN ACT to authorize the County of Westchester to enter into Intermunicipal Agreements with 45 local municipalities to implement and operate Enhanced 911 service and to address any liability issues associated with the operation thereof.

BE IT ENACTED by the Board of Legislators of the County of Westchester, as follows:

Section 1. The County of Westchester be and hereby is authorized to enter into Intermunicipal Agreements with each of the forty-five (45) municipalities set forth on the attached list, to provide for the implementation and operation of the Enhanced 911 Service and to address any liability issues associated with the operation thereof, for a term commencing on October 1, 2022 and terminating September 30, 2027.

Section 2. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and take all action reasonably necessary and appropriate to effectuate the purposes hereof.

Section 3. This Act shall take effect immediately.

SCHEDULE "A"

E-911 INTERMUNICIPAL AGREEMENTS
MUNICIPALITY/FIRE DISTRICT

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

STATE OF NEW YORK)
) ss.
WESTCHESTER COUNTY)

I **HEREBY CERTIFY** that I have compared the foregoing Act, Act No. 15 - 2023, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on January 23, 2023, and approved by the County Executive on January 27, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 30th day of January, 2023.



Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York



ACT 15 - 2023

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

DRAFT
IMAs ON FILE

Your Committee is in receipt of a communication from the County Executive recommending the enactment of an Act, which, if adopted by this Honorable Board, would authorize the County of Westchester (the "County") to enter into inter-municipal Agreements ("IMA"s) with 45 participating local municipalities for the implementation and operation of the County's Enhanced 911 service (hereinafter "E-911").

The County Executive has advised your Committee that since July 1993, E-911 service has been provided within Westchester County. This vital service has been enormously successful in providing necessary assistance to County residents in emergency situations. Among other things, the enhanced 911 feature provides the address from which calls are being made to assist dispatchers in the event the caller is unable to provide that information. Your Committee is advised that that while Carousel Industries of North America, Inc. ("Carousel") now provides installation and operation of Enhanced 911 Service equipment under contract with the County, Verizon New York, Inc. continues to provide installation and operation of the Enhanced 911 Service network (lines and trunks required) in accordance with tariff rates.

The County's IMAs with the forty-five local municipalities authorized by your Honorable Board by Act No. 183-2017 expired on September 30, 2022. I am now requesting that your Honorable Board adopt the attached Act that would authorize the renewal of these agreements for a new five (5) year term commencing on October 1, 2022.

The Department has advised that it will coordinate and manage the project for the County and act as the interface between the municipalities and the telephone company. The municipalities will be responsible for insuring, via appropriate verification of telephone company provided lists, that all housing units in its jurisdiction have a valid street name and number. They will also be responsible for designating which emergency providers (i.e. police, fire, EMS) serve each house. Those responsibilities will be specified in the individual IMAs which will also be used to designate the County to act as agent for the municipalities in their dealings with Carousel and to indemnify the County from any claims or liability from third parties due to actions of the municipalities or their employees.

The Planning Department has advised that the IMAs do not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Executive's proposal and recommends that your Honorable Board adopt the annexed legislation authorizing the County to enter into individual IMAs with the 45 local municipalities for Enhanced-911 Service.

Dated: January 17th, 2023
White Plains, New York

Vedat Jafri
Stefano
David Ziller Johnson
Tom Hill
Debbie
Celso Parker
Nancy Barr

Joe Al
Nancy Barr
Dick
Tom Hill
Celso Parker
Ferry

COMMITTEE ON

c:mg10-26-22

Budget & Appropriations

Public Safety

Dated: January 17th, 2023

White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Public Safety

Margaret A. Cunzio

FISCAL IMPACT STATEMENT

SUBJECT: IMA w/ local Muni's for 911

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

Prepared by: Donna Montera

Title: Director of Admin Services

Department: Information Technology

Date: December 19, 2022

Reviewed By: _____

[Signature]
Budget Director

Date: 12/19/22

THIS AGREEMENT made this ___ day of _____, 20__ by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the “County”)

and

THE TOWN OF POUND RIDGE, a municipal corporation of the State of New York, having an office and place of business at 179 Westchester Avenue, Pound Ridge, New York 10576 (hereinafter referred to as the “Municipality”)

WITNESSETH:

WHEREAS, the County currently has a contract with Carousel Industries of North America, Inc. (hereinafter referred to as the “Carousel Industries”), for the installation and operation of Enhanced 911 Service equipment; and

WHEREAS, the County is currently receiving services from Verizon for the installation and operation of Enhanced 911 Service network (lines and trunks required); and

WHEREAS, by Act No. 15-2023, the Board of Legislators authorized the County Executive to enter into this Agreement and into similar agreements with 44 other local municipalities for the provision of Enhanced 911 Service for a five (5) year term commencing on October 1, 2022 and continuing through September 30, 2027; and

NOW, THEREFORE, it is mutually agreed by and between, the parties hereto as follows:

1. **Public Safety Answering Points (PSAP’s).**

(a) Municipality will staff and operate a primary Public Safety Answering Point at its Police Headquarters or

(b) Municipality will contract with the Appropriate State Police Agency or another Municipality to staff and operate a primary Public Safety Answering Point (whichever is appropriate) and if appropriate

(c) Municipality will staff and operate a Public Safety Answering Point at its Fire or Police Department Headquarters or

(d) Municipality will contract with the appropriate Fire District or Police Department to staff and operate a Public Safety Answering Point and

(e) Municipality will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for the primary and secondary PSAP's they operate or contract for as specified in Exhibit A attached hereto and a part hereof and

(f) County will staff and operate Public Safety Answering Points at the County Fire Control and Training Center in Valhalla and the County Public Safety Headquarters in Hawthorne. County will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for these County operated PSAP's.

2. **Network and Terminal Equipment.**

The network (lines and trunks required) for the E911 system will be installed and maintained by Verizon at the sole cost and expense of County, while the terminal equipment will be installed and maintained by Carousel at the sole cost and expense of the County. In addition to responsibility for these non-recurring costs, County will be solely responsible for the cost and expense of the monthly rates and charges for all associated exchange services and private line service (including mileage charges), as contained in Verizon's tariff as in effect from time to time. Any E911 equipment leased by County will remain the property of County. The County intends to continue to recover all non-recurring and monthly charges by continuing to impose a surcharge on all telephone customers in the County as permitted by State Legislation and County Legislation.

3. **Personnel.**

(a) Municipality will staff its Public Safety Answering Points with its own employees or contract for same. They will be responsible for receiving E911 calls; deciding what emergency services to dispatch; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. Municipality will be solely responsible for the acts and omissions, if any, of its employees or contractors in the operation of Public Safety Answering Points and will not hold County liable therefor. Sufficient personnel will be provided or contracted for by Municipality to handle incoming calls adequately 24 hours per day, every day of the year.

(b) County will staff its Public Safety Answering Points with its own employees. They will be responsible for receiving calls appropriate transferred by other PSAP's, deciding what emergency services are to be dispatched; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. County will be solely responsible for the acts and omissions, if any, of its employees in the operation of its Public Safety Answering Points and will not hold Municipality liable therefor. Sufficient personnel will be provided by County to handle incoming calls adequately 24 hours per day, every day of the year.

(c) County will also staff the position of E911 Coordinator with its own employee. The Coordinator will be responsible for working with Liaisons appointed by each Municipality to implement, maintain and enhance the E911 system. The Coordinator will be responsible for directing the efforts of Municipal Liaisons in providing Company with street names and numbers, and emergency services providers for each Municipality including updates of same.

The Coordinator will also schedule all training of PSAP operators, to be conducted by Carousel Industries, on how to operate the E911 equipment and system. County will be solely responsible for the acts and omissions, if any, of its employee, while acting as the E911 coordinator and will not hold Municipality liable therefor.

4. **System Integrity.**

(a) Municipality shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of Municipality, are required to determine whether the E911 system is functioning properly at PSAPs. Municipality shall promptly notify County and Carousel Industries in the event the system is not functioning properly.

(b) County shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of County, are required to determine whether the E911 system is functioning properly at its PSAPs, County shall promptly notify Carousel Industries and Municipality in the event the system is not functioning properly.

5. **Use of 60 Control.**

The primary PSAP (Municipality) shall answer the E911 phone lines in the following manner: "Nine-One-One (911) what is the emergency?" If the call is a primary fire or EMS related

request and 60-Control (The Westchester County Department of Emergency Services' Emergency Communications Center (ECC)) dispatches local Fire and/or EMS (Ambulance) Service, the primary PSAP will tell the caller to "stay on the line" and immediately transfer the ANI/ALI data and conference the caller to 60 Control or other appropriate secondary PSAP. The primary PSAP may stay on the line to collect and request specific information from the caller if needed. This process will avoid any potential delays in dispatching the appropriate first response, fire or EMS personnel. If a caller is contacting the PSAP via a seven digit (administrative) line and they are calling for a fire or EMS related emergency, the PSAP shall conference the caller with the appropriate secondary PSAP.

6. **Insurance and Indemnification.** In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees:

(a) to indemnify, hold harmless and defend the County against any and all liability, loss, damage, claim, suit or expense of any kind which the County may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of Municipality to carry out its duties under this Agreement.

(b) The County agrees to indemnify, hold harmless and defend the Municipality against any and all liability, loss, damage, claim, suit or expense of any kind which the Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of the County, its officers, agents and/or employees, including the failure of the County to carry out its duties under this Agreement.

(c) If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other party shall be immediately notified and shall be permitted to participate in the handling or defense of such matter.

(d) Neither party shall be held in any way responsible to the other party for damages to the E911 System or interference with the services provided under this Agreement resulting from acts of God or other acts which are without the direct control of either party.

7. **Term.**

This Agreement shall commence on October 1, 2022 and terminate September 30, 2027.

8. **Offer and Contract Voidable.**

(a) If this Agreement has not been signed by the Municipality at a time when any one of the other municipalities in Schedule "A" should refuse to execute an agreement similar to the

one herein, or if the County refuses to execute the above-described agreement with Carousel Industries or Verizon, the County may withdraw its offer to execute the agreement herein with the Municipality. Upon written notification by the County to the Municipality that the County is withdrawing its offer due to one of the reasons described herein, this offer shall immediately become void.

(b) If this Agreement has been signed by the Municipality prior to a time when any one of the other municipalities in Exhibit "A" should negotiate and execute an agreement similar but modified to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries, or if the County terminates its agreement with Carousel Industries, the parties hereto agree that the Municipality shall be given the opportunity to amend this agreement with regard to the modified terms.

9. **Non-Emergency Communication System.**

In the event a non-emergency communication system is implemented and utilized in the County, which system will allow callers to access local public safety departments by dialing a three digit telephone number, the Municipality expressly agrees to participate in such a system and to apply this Agreement to the introduction and operation of the non-emergency communication system.

10. **Termination.**

The County may terminate this Agreement upon thirty (30) days notice to the Municipality. The Municipality may terminate this Agreement, with the prior written consent of the County, upon sixty (60) days notice and a showing by the Municipality that an alternative means is being provided.

11. **Assignment of Agreement.**

This Agreement may not be assigned or transferred by the Municipality without first having obtained written approval thereof by the County.

12. **Conflicts of Interest.**

This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

13. **Independent Contractor.**

(a) The Municipality agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit the County to an obligation irrespective of the nature thereof, and Municipality shall not at any time or for any purpose be deemed an employee of the County.

(b) It is further understood and agreed that no agent, servant or employee of the Municipality shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of the County.

14. **Entire Agreement.**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

15. **Invalidity.**

The parties intend all provisions of this Agreement to be in conformity with the laws of the State of New York and in the event that any court of competent jurisdiction shall rule to the contrary, this entire agreement shall become null and void.

16. **Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

THE COUNTY OF WESTCHESTER

By _____
(Name and Title)

MUNICIPALITY:

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 15-2023 on the 23rd day of January, 2023.

Approved

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____, 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.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPAL CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said
Municipal Corporation by authority of its governing board, thereunto duly authorized and that
such authority is in full force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

SCHEDULE "A"

E-911 INTERMUNICIPAL AGREEMENTS
MUNICIPALITY/FIRE DISTRICT

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
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38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

MEMORANDUM

To: Town Board

From: Erin Trostle

Cc: James Gorman

Date: March 2, 2023

Re: Proposed application of aquatic herbicide/algaecide at 317 Stone Hill Road

I recently received the attached notice of consent regarding proposed application of the aquatic herbicide algaecide Nautique by The Pond and Lake Connection to control excessive growth of various aquatic weeds at 317 Stone Hill Road, Pound Ridge. Also attached is label information for Nautique, which was obtained at thepondconnection.com. The proposed application will require a permit from the NYS Department of Environmental Conservation.

The deadline to respond to the notice is March 20, 2023.

Notice of Consent

Date of Notice: 2/27/23

Dear Town of Pound Ridge, 179 Westchester Ave, Pound Ridge, NY 10576:

To control the excessive growth of various aquatic weeds, at **317 Stone Hill Road Pond**, The Pond Connection proposes to conduct an application of the aquatic herbicide/algaecide **Nautique**. A copy of this label can be found at <http://www.thepondconnection.com>. We anticipate the treatment to occur throughout the summer, only when necessary and will proceed only after the riparian owners obtains a permit for the treatment from the NYSDEC.

This pesticide application will only occur if sufficient aquatic vegetation is present to warrant treatment and under favorable weather conditions. Prior notification of the exact dates of treatment can be provided by contacting The Pond Connection as listed below. The pond/lake shoreline will be posted with signs the day of treatment.

As an affected riparian owner/user, you have the right to consent or object to the restrictions of water use resulting from the proposed treatment. The water use restrictions associated with use of the above pesticides are below:

Swimming and bathing are prohibited for: No Restrictions
Fishing and/or fish consumption is prohibited for: No Restrictions
Livestock watering is prohibited for: No Restrictions
Irrigation or spraying of agricultural crops is prohibited for: No Restrictions
Use of water for human consumption is prohibited till: 200ppb
Use of water for domestic purposes is prohibited till: 200ppb

Human consumption and domestic purposes restriction refers to the water body being used as your **primary and sole** use of water for drinking and culinary purpose. Potable water use is not incidental contact with the water such as swallowing a mouthful of water while swimming.

You have twenty-one (21) days to respond to this notice. If you wish to object to the proposed treatment(s), **please file a written document** stating your objection to the proposed treatment and the water use restrictions resulting from the treatment.

Send your comments to the Bureau of Pesticide Management listed below:

NYS Department of Environmental Conservation, Region 3
Bureau of Pesticide Management
21 South Putt Corners Rd, New Paltz, NY 12561

If you wish further information about the treatment, or wish information on the exact dates of the pesticide application, please contact the following person:

The Pond and Lake Connection, 1112 Federal Road, Brookfield, CT
Name of Contact Person: James Gorman
Telephone Number: 845-798-9383 Email: james@thepondandlake.com

If you do not respond to this notice, your lack of response will be considered consent to the proposed treatment. If you have any questions on the permitting process, please contact the Department representative listed above.

Nautique[®]

Aquatic Herbicide

SPECIMEN



FOR USE IN POTABLE AND NON-POTABLE WATER SOURCES IN STILL OR FLOWING AQUATIC SITES INCLUDING LAKES, RESERVOIRS, AND PONDS, SLOW-FLOWING OR QUIESCENT WATER BODIES, CROP AND NON-CROP IRRIGATION AND DRAINAGE SYSTEMS (CANALS, DITCHES, AND LATERALS), GOLF COURSE, ORNAMENTAL, SWIMMING, AND FIRE PONDS AND FISH, SHRIMP AND OTHER AQUACULTURE.

Active Ingredients

Copper Ethylenediamine Complex ¹ (CAS# 13426-91-0)	13.2%
Copper Triethanolamine Complex ¹ (CAS# 82027-59-6)	14.9%
Other Ingredients	71.9%
TOTAL	100.0%

¹Metallic Copper equivalent = 9.1%

Keep Out of Reach of Children DANGER/PELIGRO

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

Refer to inside of label booklet for additional precautionary information and directions for use including first aid and storage and disposal.

Notice: Read the entire label before using. Use only according to label directions. Before buying or using this product, read *Warranty Disclaimer* and *Misuse* statements inside label booklet. If terms are unacceptable, return at once unopened.

Nautique is a registered trademark of SePRO Corporation.
SePRO Corporation
11550 North Meridian Street, Suite 600 Carmel, IN 46032 U.S.A.

EPA Reg. No. 67690-10
FPL20160531

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Keep Out of Reach of Children DANGER/PELIGRO

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Corrosive. Causes irreversible eye damage. Causes skin burns. May be fatal if absorbed through skin. Harmful if swallowed. Harmful if inhaled. Do not get in eyes, on skin or on clothing. Avoid breathing spray or mist vapor. When handling, wear protective eyewear, clothing and chemical-resistant gloves as described under the section of this label pertaining to Personal Protective Equipment (PPE). Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Wash skin thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse.

FIRST AID

If in eyes	<ul style="list-style-type: none"> Hold eye open and rinse slowly and gently with water for 15 - 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
If on skin or clothing	<ul style="list-style-type: none"> Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 - 20 minutes. Call a poison control center or doctor for treatment advice.
If inhaled	<ul style="list-style-type: none"> Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
If swallowed	<ul style="list-style-type: none"> Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. In case of emergency endangering health or the environment involving this product, call **INFOTRAC** at 1-800-535-5053.

NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

For applications in waters destined for use as drinking water, those waters must receive additional and separate potable water treatment. Do not apply more than 1.0 ppm as metallic copper in any waters.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are barrier laminate, butyl rubber ≥14 mils, or nitrile rubber ≥14 mils. If you want more options, follow the instructions for category A on an EPA chemical-resistant category selection chart.

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

- Coveralls (such as Tyvek suit or similar) worn over long-sleeved shirt and long pants;
- Socks and chemical resistant footwear;
- Chemical-resistant gloves (such as nitrile or butyl rubber);
- Protective eyewear such as goggles, safety glasses, or face shield; and
- A chemical-resistant apron when mixing and loading or cleaning equipment.

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

USER SAFETY RECOMMENDATIONS

Users should:

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

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish and aquatic invertebrates. Waters treated with this product may be hazardous to aquatic organisms. Treatment of aquatic weeds and algae can result in oxygen loss from decomposition of dead algae and weeds. This oxygen loss can cause fish and invertebrate suffocation. To minimize this hazard, do not treat more than 1/2 of the water body to avoid depletion of oxygen due to decaying vegetation. Wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Consult with the State or local agency with primary responsibility for regulating pesticides before applying to public waters, to determine if a permit is required.

Certain water conditions including low pH (<6.5), low dissolved organic carbon (DOC) levels (3.0 mg/L or lower), and "soft" waters (i.e. alkalinity less than 50 mg/L), increases the potential acute toxicity to non-target aquatic organisms. Do not use in waters containing trout or other fish species that are highly sensitive to copper if the alkalinity is less than 50 ppm. Fish toxicity generally decreases when the hardness of water increases. This product must not be used in ornamental ponds containing Koi.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling. Read all directions for use carefully before applying this product. Use only according to label directions.

Do not apply this product in a way that concentrate will contact workers or other persons, either directly or through drift; only protected handlers may be in close proximity to the mixing area or application equipment while in use.

Obtain Required Permits: Consult with appropriate state or local pesticide and/or water authorities before applying this product in or around public waters. Permits and posting or treatment notification may be required by State, Tribal or local public agencies.

PRODUCT INFORMATION

Nautique controls a variety of submersed, floating, and emergent aquatic weeds and algae in potable and non-potable water sources in still or flowing aquatic sites including lakes, reservoirs, and ponds, slow-flowing or quiescent water bodies, crop and non-crop irrigation and drainage systems (canals, ditches, and laterals), golf course, ornamental, swimming, and fire ponds and fish, shrimp and other aquaculture.

Nautique is formulated with dual chelating agents. This aids in copper uptake by aquatic plants and reduces the precipitation of copper with carbonates and bicarbonates in the water. Nautique has a broad spectrum of activity to weed species that are susceptible to copper.

Treatment Notes

Performance of Nautique is enhanced under certain conditions. It is recommended to consult a SePRO Aquatic Specialist for guidance in implementing a treatment program to achieve optimal results. The following apply to the use of Nautique to achieve optimum effectiveness:

- Treat when growth first begins to appear (if possible) or when target vegetation and algae are actively growing.
- Apply in a manner that will ensure even distribution of the chemical within the treatment area.
- Aquatic weeds typically drop below the surface within 3 to 14 days after treatment. The complete results of treatment will be observed 1 to 4 weeks post-treatment in most cases.
- In heavily infested areas a second application may be necessary. Retreat areas if regrowth begins to appear and seasonal control is desired. Repeating application of Nautique too soon after initial application may have no effect.

Precautions and Restrictions

- Do not apply Nautique directly to, or otherwise permit it to come into contact with any desirable plants as injury may result. Do not apply in such a way that concentrated Nautique comes in contact with crops, ornamentals, grass or other desirable plants.
- Wash spray equipment thoroughly before and after each application.

Spray Drift Management

A variety of factors including weather conditions (e.g., wind direction, wind speed, temperature, relative humidity) and method of application (e.g., ground, aerial, airblast, chemigation) can influence pesticide drift. The applicator must evaluate all factors and make appropriate adjustments when applying this product.

Droplet Size

Apply only as a medium or coarser spray (ASAE standard 572) or a volume mean diameter of 300 microns or greater for spinning atomizer nozzles.

Wind Speed

Do not apply at wind speeds greater than 15 mph. Only apply this product if the wind direction favors on-target deposition (approximately 3 to 10 mph), and there are no sensitive areas within 250 feet downwind.

Temperature Inversions

If applying at wind speeds less than 3 mph, the applicator must determine if a) conditions of temperature inversion exist, or b) stable atmospheric conditions exist at or below nozzle height. Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Other State and Local Requirements

Applicators must follow all state and local pesticide drift requirements regarding application of copper compounds. Where states have more stringent regulations, they must be observed.

Equipment

All aerial and ground application equipment must be properly maintained and calibrated using appropriate carriers or surrogates.

Additional requirements for aerial applications:

- The boom length must not exceed 75% of the wingspan or 90% of the rotor blade diameter.
- Release spray at the lowest height consistent with efficacy and flight safety. Do not release spray at a height greater than 10 feet above the water surface unless a greater height is required for aircraft safety.
- When applications are made with a crosswind, the swath must be displaced downwind. The applicator must compensate for this displacement at the up and downwind edge of the application area by adjusting the path of the aircraft upwind.

Additional requirements for ground boom application:

Do not apply with a nozzle height greater than 4 feet above the water surface.

APPLICATION INFORMATION

For aquatic weed control (including vascular plants and algae), do not exceed a concentration of 1.0 ppm copper during any single application. Wait at least 10 to 14 days between treatments. When treating aquaculture ponds when fish are present, do not exceed a concentration of 0.4 ppm during any single application when targeting nuisance algae; wait a minimum of 10 days between retreatments.

Target Species

Nautique is a chelated copper formulation that provides effective control of floating, submersed, and emergent aquatic plants having sensitivity to copper including:

Brazilian elodea (<i>Egeria densa</i>)	Naiad
Coontail	Pondweed spp. (e.g., sago, American) ¹
Curlyleaf pondweed	Salvinia spp. (e.g. giant and common)
Duckweed	Starry stonewort ¹
Elodea	Thinleaf pondweed
Eelgrass (<i>Vallisneria</i>) ¹	Watermilfoil, Eurasian ¹
Horned pondweed ¹	Water hyacinth
Hydrilla	Water lettuce
Macroalgae (<i>Chara</i> , <i>Nitella</i>)	Widgeon grass

¹ Variable control may be obtained, especially in waters with higher alkalinity, and repeat applications may improve control.

Application Methods

Nautique can be applied directly as a surface spray, subsurface through trailing weighted hoses, by aerial application, or by metering/drip in flowing water. Tank mixing or using in combination with other aquatic herbicides and algaecides can broaden the spectrum of control. Surfactants, sinking agents, polymers (except CA), penetrants, or other adjuvants may be combined with Nautique to improve the retention time, sinking, and distribution of the herbicide. Nautique inverts easily using either tank mix or multi-fluid mixer techniques. For submersed plants, invert applications should be made through weighted hoses dragged below the water surface; for heavy infestations, direct application is preferable.

When treating moving water, apply the spray solution counter to the flow of water (unless metering Nautique into flowing water – see the *Flowing Water Treatment* section of this label). Nautique can be applied diluted or undiluted, whichever is most suitable to insure uniform coverage of the area to be treated. Dilution with water may be necessary at the lower application rates and when targeting floating or emergent vegetation. Dilute the required amount of Nautique with enough water to ensure even distribution in the treated area with the type of equipment being used. For best results, dilute Nautique in water to provide a minimum spray mix of 20 to 50 gallons per acre; in areas with heavy weed infestations, a total tank mix of >50 gallons per acre may be necessary.

For effective control, proper Nautique concentrations should be maintained for a minimum of three (3) hours. The rates in Table 1, *Nautique Application Rates*, are based on static or minimal flow situations. Where significant dilution occurs from untreated waters or loss of water within a three (3) hour period, Nautique may have to be metered in (refer to the *Flowing Water Treatment* section of this label).

Use the lower rates for treating soft water (less than 50 ppm alkalinity) or when targeting species with greater susceptibility to Nautique. Use the higher rates for treating less susceptible species, heavier infestations, and/or treating hard water (above 50 ppm alkalinity). Surface applications may be made from shore into shallow water along the shoreline.

Application Rates

Application rates in Table 1 are based on minimal water flow in ponds, lakes, reservoirs, and irrigation conveyance or drainage systems. Treatments that extend chemical contact time with target vegetation will generally result in improved efficacy. In conveyance systems where significant water flow results in rapid off-site movement of Nautique, consult Table 2 and the *Flowing Water Treatment* section of this label for application instructions.

Application rates are calculated by using the following formula to obtain the appropriate Nautique dose/rate:

$$\text{Gallons of Nautique per surface acre} = \text{desired concentration of metallic copper (ppm)} \times \text{average depth of water (feet)} \times 3.0$$

Relative Plant Density	ppm copper ^{††}	Gallons Per Surface Acre				Liters Per Surface Hectare			
		Depth in Feet [†]				Depth in Meters [†]			
		1	2	3	4	0.5	0.75	1.0	1.25
Low Density	0.4	1.2	2.4	3.6	4.8	9.6	14.4	19.2	24.0
	0.5	1.5	3.0	4.5	6.0	12.0	24.1	36.1	48.2
	0.6	1.8	3.6	5.4	7.2	14.9	29.8	44.7	59.6
Medium Density	0.7	2.1	4.2	6.3	8.4	17.2	34.4	51.6	68.8
	0.8	2.4	4.8	7.3	9.6	19.5	39.0	58.5	78.0
High Density	0.9	2.7	5.4	8.1	10.8	21.8	43.6	65.4	87.2
	1.0	3.0	6.0	9.0	12.0	24.1	48.2	72.3	96.4

[†]For depths greater than 4 feet (1.25 meters) add rates given for the sum of the corresponding depths in the chart

^{††}Use 0.4ppm copper only in aquaculture when fish are present for suppression of algae or in low density situations.

Free-Floating Plants

Apply Nautique using a foliar spray at a rate of 8 - 12 gallons/acre for control of water hyacinth, duckweed, and salvinia, and up to 4 - 6 gallons/acre for control of water lettuce (do not exceed 3 gallons/acre foot). Add Nautique and the appropriate surfactant to a minimum of 20 to 50 gallons per acre with water. Use an adequate spray volume to ensure good coverage of the plant. Apply Nautique to the area where the greatest concentration of foliage is located in a manner that will optimize herbicide contact on leaf surfaces.

Tank Mix

For a broader spectrum of control, Nautique may be mixed with other herbicides or algacides registered for aquatic use provided that no labeling prohibits such mixing. Do not exceed labeled rate or dose of any of the products in the combination. Observe the most restrictive of the labeling limitations and precautions of all products used in mixtures. To ensure compatibility, a jar test is recommended before field application of any tank mix combination. It is recommended to consult with SePRO Corporation for latest tank mix recommendations.

NOTE: Tank mixing or use of Nautique with any other product which is not specifically listed on the Nautique label shall be at the exclusive risk of the user, applicator and/or application adviser, to the extent allowed by applicable law.

- **Nautique + Sonar® A.S. Tank Mix (Except California)** - Nautique can be mixed with Sonar A.S. to broaden the submersed weed control spectrum of either product alone and be applied as a uniform surface spray or injected under the water's surface. For best results, apply this tank mix at a minimum of 0.5 ppm Nautique and a low to moderate rate of Sonar A.S. Lower concentrations may be effective on more susceptible species.
- **Nautique + Diquat Tank Mix** - For best results, apply Nautique/diquat (e.g. Littora®) combinations in a 2:1 ratio of Nautique:Diquat. Do not exceed maximum labeled rates for any product. For hydrilla control and control of other species with high sensitivity to copper, lower rates of Nautique may also enhance the activity of diquat. Nautique must be applied at a minimum of 0.1 ppm in combination with diquat. Higher rates may be needed in areas with dense weeds.
- **Nautique + Endothall Tank Mix** - For best results apply Nautique at a minimum rate of 1 gallon per acre foot, in combination with a low rate of endothall.

Nautique may be applied as a tank mix or simultaneously injected or used with the dipotassium salt of endothall (e.g. Cascade®) or the mono (N,N-dimethylalkylamine) salt of endothall (e.g. Teton®) to broaden the weed control spectrum and/or reduce injection times or rates in canals, ditches, and laterals. In flowing canals, apply Nautique via drip or injection at a typical use rate of 0.1 to 1.0 ppm in conjunction with low rates of Teton or Cascade for a minimum of one hour. Use longer application times for areas with denser weeds.

- **Tank Mix Adjuvants/Surfactants** - The addition of a surfactant is recommended to improve efficacy on floating and emergent plants. **Silicone surfactants are not recommended for floating plants as they generally can cause the plant to sink causing the spray solution to be washed off the plant.** Observe all cautions and restrictions on the labels of both products used in this mixture. Adjuvants/surfactants may also enhance performance on other species. Consult manufacturer recommendations.

Flowing Water Treatment

Drip System or Metering Pump Application for Canals, Ditches, and Laterals

For optimal control, Nautique should be applied as soon as submersed macrophytes or algae begin active growth or interfere with normal delivery of water (clogging of lateral head gates, suction screens, weed screens, and siphon tubes). Delaying treatment could perpetuate the problem causing massing and compacting of plants. Heavy infestations and low flows may result in pooling or uneven product distribution resulting in unsatisfactory control. Under these conditions repeated applications or increasing the water flow rate during application may be necessary.

To achieve desired control with Nautique herbicide in flowing waters, a minimum exposure period of three hours should be maintained at a concentration of 0.5 to 1.0 ppm. Other factors to consider include: plant species and density of infestation and water temperature and hardness. Longer contact times and the highest rates may be required for less susceptible species and in difficult treatment conditions (e.g. less susceptible weed species, dense weed beds, hard water).

1. Treatment with Nautique requires accurate calculations of water flow rates. Devices that provide accurate flow measurements such as weirs or orifices are the preferred method; however, the volume of water to be treated may

also be estimated using the following formula:

$$\text{Cubic feet per second (cfs)} = \text{average width (feet)} \times \text{average depth (feet)} \times \text{average velocity (feet/second)} \times 0.9$$

The velocity can be estimated by determining the length of time it takes a floating object to travel a defined distance. Divide the distance (feet) by the time (seconds) to estimate velocity (feet/seconds). This measure should be repeated 3 times at the intended application site and then calculate the average velocity.

2. After accurately determining the water flow rate in cubic feet per second(s) (cfs) or gallons/minute, find the corresponding drip rate in Table 2. For flow rates not listed in the table, multiply the flow rate by the recommended amount of Nautique in 1 cfs for application rates or use the below formula.

cfs X desired concentration of metallic copper (ppm) = quarts/hour of application

Water Flow Rate		PPM Copper	Nautique Drip Rate	
cfs	gal/min.		Quart/ hr	ml / min
1	450	0.5 - 1.0	0.5 - 1.0	7.9 - 15.7
2	900	0.5 - 1.0	1.0 - 2.0	15.7 - 31.5
3	1,350	0.5 - 1.0	1.5 - 3.0	23.6 - 47.3
4	1,800	0.5 - 1.0	2.0 - 4.0	31.5 - 63.0
5	2,250	0.5 - 1.0	2.5 - 5.0	39.4 - 78.8
10	4,500	0.5 - 1.0	5.0 - 10.0	78.8 - 157.7
100	45,000	0.5 - 1.0	50 - 100	789 - 1,577

Calculate the amount of Nautique needed to maintain the drip rate for a treatment period of 3 hours by multiplying quart(s)/hour by 3 or milliliters/minute by 180. For longer injection periods, multiply dosage rate by desired time in minutes or hours as appropriate.

Rates will target up to 1.0 ppm copper concentration in the treated water for the treatment period. Lower concentrations may be used on susceptible plant species or if longer exposure/injection times are maintained. Introduction of Nautique should be made in the channel at weirs or other turbulence-creating structures to promote the dispersion of the chemical.

Use a drum or tank equipped with a valve or other volume control device that can be calibrated to maintain a constant drip rate. Use a stopwatch and appropriate measuring container to set the desired drip rate. Readjust accordingly if the canal flow rate changes during the treatment period. A small pump or other metering device may be used to meter Nautique into the water more accurately. Application can be made using diluted or undiluted material.

Results can vary depending upon species and density of vegetation, desired distance of control and flow rate, and impact of water quality on Nautique and efficacy. Periodic maintenance treatments may be required to maintain seasonal control (every 2 to 6 weeks). In addition, Nautique can be used in a rotational program with other herbicides labeled for flowing water for an integrated management approach. It is recommended to consult a SePRO Aquatic Specialist to determine optimal use rate/location of treatment stations and duration of treatment period under local conditions.

Slug Application Method for Flowing Irrigation Canals with no Functioning Potable Water Intakes

Do not use this method of application in flowing canals with functioning potable water intakes at or downstream from the application site. For optimal control, apply Nautique as soon as plants begin active growth or interfere noticeably with normal delivery of water. Heavy infestations and low flow may cause poor distribution resulting in unsatisfactory control. Under these conditions repeated applications or increasing water flow rate during application may be necessary. Apply Nautique into the irrigation canal or lateral at 0.05 (6.4 fluid ounces) to 0.55 gallons (70 fluid ounces) per CFS as a slug or dump application (see above for determining CFS). Depending upon water hardness, alkalinity, velocity and plant conditions, a slug application is typically required every 5 to 30 miles. High water hardness or alkalinity levels may require the use of higher rates within the rate range above to achieve control. When velocity levels are higher (>1 foot per second) distance between drop stations for slug applications can be increased.

Irrigation Ponds or Reservoirs

When applying to irrigation ponds or reservoirs, it is best to hold water for a minimum of 3 hours before irrigating to ensure proper exposure of Nautique at targeted rates to plants. If water is to be continually pumped from the treated system during application, application techniques (drip, injection, or multiple spray applications) should be made to compensate for dilution of Nautique within the targeted area.

STORAGE AND DISPOSAL

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

Pesticide Storage: Store in a cool dry place. Do not store near feed or foodstuffs. In case of leak or spill, use absorbent materials to contain liquids and dispose in a manner consistent with the pesticide disposal instructions.

Pesticide Disposal: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Non-refillable Container Handling (rigid, 5 gallons or less): Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank, treatment area, or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat the procedure two more times. Then offer for recycling (if available) or reconditioning, or puncture and dispose of in a sanitary landfill, or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Non-refillable Container Handling (rigid, larger than 5 gal): Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank, treatment area, or store rinsate for later use or disposal. Repeat this procedure two more times. Then offer for recycling (if available) or reconditioning, or puncture and dispose of in a sanitary landfill, or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

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

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

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

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



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

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Melinda Avellino, Chris Boey
Date: March 2, 2023
Re: Special Event Permit application for Earth Day festival

Attached is a Special Event Permit application from the Friends of Pound Ridge (FoPR) for an Earth Day festival tentatively scheduled for 11:00 am to 3:00 pm on Saturday, April 22, 2023, with a rain date of Saturday, April 23. The event would be held at the Market Square and at the Barnwell Center.

The application includes a request to hang a banner across Westchester Avenue beginning April 1, 2023, which would presumably be removed on or about April 23, 2023. There is also a request for ten light pole banners to be installed (and later removed). This work would need to be done by the Maintenance Department and would likely take two workers six to seven hours to complete.



SPECIAL EVENT PERMIT APPLICATION

Pursuant to Section 91 of the Town Code, a Special Event Permit is required for any sale, festival, or other special event that is conducted on Town property; that exceeds the building envelopes in the Business District; or that significantly impacts available public parking, vehicular or pedestrian traffic, or access to public roads.

However, please note that events in the Town Park or at Conant Hall consistent with the designated purpose of those facilities require only a Recreation Department activity permit or a rental agreement, respectively.

Special Event Permit applications and supporting materials must be submitted to the Town Clerk a minimum of sixty days before the event. After reviewing the application, the Town Clerk presents it to the Town Board for approval, which may be subject to conditions that must be met before a permit can be issued. A permit must be issued before the start of the event.

Please direct questions to the Town Clerk (townclerk@townofpoundridge.com; 914-764-5549).

INSTRUCTIONS FOR APPLICANTS

1. Complete as much of the **Special Event Permit Application** form as you can. There may be some details that will not be available when you submit your application.
2. Prepare a **Site Plan**. You may choose to include parking and traffic information on the site plan or to provide a separate **Traffic/Parking Plan**.
3. Complete the **Weather Plan**.
4. If your event will include vendors, complete the **Vendor List** form. If you don't have complete information on all vendors, provide the information you do have.
5. Send the application and other documents to departmental and other reviewers, along with the **Special Event Application Review** form. The form lists town departments and others who may need to review your application. If you aren't sure who should review your application, please call or email the Town Clerk. Reviewers can return the completed forms to you or send them directly to the Town Clerk.
6. Submit your application and supporting documents to the Town Clerk.
7. Attend the Town Board meeting when your application is being considered.

8. If the application is approved, you will receive an application approval form that will list any conditions that need to be met before the permit can be issued.
9. If approval is conditional, provide documentations that the conditions have been met in order to receive a permit.

APPLICANT INFORMATION

The **applicant** is the individual, group, or entity organizing the event. Examples of applicant **type** include nonprofit organization, town board or commission, school club, etc.

Applicant name:	Earth Day Everyday Initiative of Friends of Pound Ridge
Applicant type:	Nonprofit organization
Address:	PO Box 41 Pound Ridge, NY 10576
Mailing address:	PO Box 41
Phone number:	914-393-0532
Email address:	melindaavellino@verizon.net

EVENT INFORMATION

In addition to indicating event **type** (eg, street fair, festival, road race, parade, concert, etc.), please provide a detailed event description. Examples of event **purpose** include fundraising, promoting awareness, providing education, building community spirit, promoting local businesses, etc. **If the event is a fundraiser, the purpose should include information about how the resulting funds will be used.** Identify all locations where event activity will take place, including parking.

Event name:	Earth Day Everyday Festival
Event type:	Festival
Description:	Earth Day celebration with the community

Purpose: To promote awareness and educate the community on how we can protect the planet and make an impact on our own everyday lives and the community.

Event date: Saturday, April 22, 2023 Alternate date: Rain date Sunday, April 23, 2023

Event start time: 11:00AM Event end time: 3:00PM
 Setup start time: 9:00AM Setup end time: 11:00AM
 Takedown start: 3:00PM Takedown end: 5:00PM

Location(s): Pound Ridge Square and Barnwell property
 On private property? Yes No
 Parking location(s): Pound Ridge Square, Barnwell lot and town parking lots
 On private property? Yes No

Road closure(s) requested: No
 Closure times requested:

Admission fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N o
Parking fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N o

VENDORS/LICENSES

If the answer to any of the questions below is yes, you must also complete the **Vendor/License Information Form**. If you are unable to complete the form at the time application is submitted, please note that a complete form will be required before the permit can be granted.

Will the event include food and/or beverage vendors?
 Yes No 5 Number, if any

Will any food or beverages be served without charge in conjunction with the event?

Yes No

Will the event include non-food vendors?

Yes No Number, if any
exhibitors/
children's
activities

Will the event include alcoholic beverage vendors?

Yes No Number, if any

Will any alcohol be served without charge in conjunction with the event?

Yes No

Will the event include gambling of any kind?

Yes No

CONTACTS

Primary contact name: Melinda Avellino/Chris Boey

Cell phone number: (914)393-0532/
(646) 483-3899 Email address: [melindaavellino@verizon.net/](mailto:melindaavellino@verizon.net)
chris@boey.com

Event day contact name: Melinda Avellino/Chris Boey

Cell phone number: (914)393-0532/
(646) 483-3899 Email address: [melindaavellino@verizon.net/](mailto:melindaavellino@verizon.net)
chris@boey.com

Weather contact: Melinda Avellino/Chris Boey

Cell phone number: (914) 393-0532/
(646) 483-3899 Email address: [melindaavellino@verizon.net/](mailto:melindaavellino@verizon.net)
chris@boey.com

LOGISTICS

CROWD MANAGEMENT

Anticipated attendance:	300-500		
Describe crowd control plan:	Crowd walks around Exhibitor Expo area in Pound Ridge Square and volunteers will help manage/move them along. Volunteers will help manage/organize lines for children's activities and		
Describe perimeter control	None needed		
Emergency services be present?	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will event be ADA compliant?	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Yes

No

VOLUNTEERS

Indicate number of volunteers:	20		
Describe role(s) of volunteers:	Set up, in-event assistance, breakdown		

SANITATION/GARBAGE

Portable toilets provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If so, how many?			
Garbage/recycling bins	<input checked="" type="checkbox"/> X	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Describe garbage/recycling plan:

We have a waste station setup with composting that will be set up near the food area and

NEIGHBORHOOD IMPACT/NOTIFICATION

Will there be noise impacts?	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, will there be amplified music?	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will there be light impacts?	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have neighbors been notified?	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Just small group singer/guitarist performer and emcee

STRUCTURES/SAFETY

Tents or canopies?	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe	For the Expo and food areas		
Stage or other structures	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe			
Fireworks or open flame?	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If yes, please describe.

UTILITIES

Water access needed? Yes No

If yes, please describe.

Electricity needed? Yes No

If yes, please describe. For food vendors, activities, and exhibitors who need power

WiFi access? Yes No

If yes, indicate number of users:

PROMOTION

Banner permission? Yes No

If so, indicate location and Street banner in middle of downtown and Light Pole banners (10) near street banner and at PR Square and Barnwell Center from April 1st

Other signage? Yes No

If so, please describe: Sidewalk banner and road signs

TOWN RESOURCES

Town bus needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X	<input type="checkbox"/> No
If so, please indicate:			
Barricades or cones needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X	<input type="checkbox"/> No
If so, please:			
Other town-owned property needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X	<input type="checkbox"/> No
If so, please:			

OUTSIDE RESOURCES

Outside bus transportation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> X	<input type="checkbox"/> No
If so, please describe:			

<p>Outside parking</p>	<p><input type="checkbox"/> Yes</p>	<p><input checked="" type="checkbox"/> No</p>
<p>If so, please describe:</p>		
<p>Other outside resource</p>	<p><input checked="" type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p>
<p>If so, please describe:</p>	<p>Police for pedestrian crossing from Pound Ridge Square to Barnwell property (Chief Mulcahy has already been contacted regarding this)</p>	

SUPPORTING DOCUMENTS

Please indicate which supporting documents you are providing, including review forms being submitted directly by the reviewers.

MAPS/PLANS

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Event map (may incorporate parking/traffic plan)
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Parking/traffic plan (may be separate from event map)
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Weather plan
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Vendor List (and applicable licenses or permits)

REVIEW FORMS

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Police Department review form
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Highway Department review form
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Maintenance Department review form

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Building Department review form
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Recreation Department review form
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Fire Department review form
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	EMS review form
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Other review form

LEGAL DOCUMENTS

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Insurance certificate(s)
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Indemnity agreement(s)
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Permits/Licenses (other than for vendors)

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	OTHER (specify): <input type="text"/>
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DEPOSITS/FEES

Damage deposit paid (indicate amount):

Waiver requested: Yes No

Application fee paid (indicate amount):

Waiver requested: Yes No

ENDORSEMENT

I certify that I have reviewed all application materials and that the information contained therein is, to the best of my knowledge, accurate and truthful.

I understand that Town Board approval of my application does not constitute a permit; that if the application is approved, I must meet any and all conditions specified by the Town Board before a permit can be issued; and furthermore, that under no circumstances may the event take place unless and until a permit has been issued.

(signature)

(date)

(printed name)

SPECIAL EVENT PERMIT APPLICATION SUMMARY – 2023 Earth Day Festival

APPROVAL	DEPARTMENT	TOWN RESOURCES	COSTS TO TOWN	CONDITIONS/COMMENTS
Conditional	Police Department	one police officer (9:00 am – 5:00 pm)	\$374 (as budgeted)	<ul style="list-style-type: none"> • If necessary, applicant can borrow signage used for Food Truck Fridays to identify parking reserved for Asia Hamachi and the Market
Conditional	Building Department	N/A	N/A	<ul style="list-style-type: none"> • All food trucks must pass inspection before the event. • Any tent larger than 10"x10" must be inspected and permitted before start of event
Conditional	Town Clerk	N/A	N/A	<ul style="list-style-type: none"> • Applicant is responsible for ensuring that all food and beverage vendors have all required licenses from the county health department and the state liquor authority • Applicant is also responsible for providing insurance for the event that names the town as an additional insured
Approved	Maintenance	Two workers for 6-7 hours	\$600-\$700	<ul style="list-style-type: none"> •

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Karen McInerney, Terri Pike
Date: March 2, 2023
Re: Special Event Permit application for Bake Off

Attached is a Special Event Permit application from the Pound Ridge Partnership for the Pound Ridge Bake-Off, tentatively scheduled for 11:00 am to 2:30 pm on Saturday, May 5, 2023, at the Village Green. As part of the event, a 20' x 30' tent would be installed at the Village Green on Friday, May 5 and would remain there until Monday, May 8.

Publicity would include a banner across Westchester Avenue, to be installed on April 28, 2023, and lawn signs around town. All signage would be removed by May 8, 2023.

Chief Mulcahy has reviewed the application and does not anticipate that it will be necessary to assign officers to the event.



SPECIAL EVENT PERMIT APPLICATION

Pursuant to Section 91 of the Town Code, a Special Event Permit is required for any sale, festival, or other special event that is conducted on Town property; that exceeds the building envelopes in the Business District; or that significantly impacts available public parking, vehicular or pedestrian traffic, or access to public roads.

However, please note that events in the Town Park or at Conant Hall consistent with the designated purpose of those facilities require only a Recreation Department activity permit or a rental agreement, respectively.

Special Event Permit applications and supporting materials must be submitted to the Town Clerk a minimum of sixty days before the event. After reviewing the application, the Town Clerk presents it to the Town Board for approval, which may be subject to conditions that must be met before a permit can be issued. A permit must be issued before the start of the event.

Please direct questions to the Town Clerk (townclerk@townofpoundridge.com; 914-764-5549).

INSTRUCTIONS FOR APPLICANTS

1. Complete as much of the **Special Event Permit Application** form as you can. There may be some details that will not be available when you submit your application.
2. Prepare a **Site Plan**. You may choose to include parking and traffic information on the site plan or to provide a separate **Traffic/Parking Plan**.
3. Complete the **Weather Plan**.
4. If your event will include vendors, complete the **Vendor List** form. If you don't have complete information on all vendors, provide the information you do have.
5. Send the application and other documents to departmental and other reviewers, along with the **Special Event Application Review** form. The form lists town departments and others who may need to review your application. If you aren't sure who should review your application, please call or email the Town Clerk. Reviewers can return the completed forms to you or send them directly to the Town Clerk.
6. Submit your application and supporting documents to the Town Clerk.
7. Attend the Town Board meeting when your application is being considered.

8. If the application is approved, you will receive an application approval form that will list any conditions that need to be met before the permit can be issued.
9. If approval is conditional, provide documentations that the conditions have been met in order to receive a permit.

APPLICANT INFORMATION

The **applicant** is the individual, group, or entity organizing the event. Examples of applicant **type** include nonprofit organization, town board or commission, school club, etc.

Applicant name:	Pound Ridge Partnership Bake-Off Committee
Address:	PR Partnership Event: Bake-Off
Mailing address:	Pound Ridge Partnership, P.O. Box 402, Pound Ridge, NY 10576
Phone number:	914-588-3520
Email address:	bakeoff@poundridgepartnership.org

EVENT INFORMATION

In addition to indicating event **type** (eg, street fair, festival, road race, parade, concert, etc.), please provide a detailed event description. Examples of event **purpose** include fundraising, promoting awareness, providing education, building community spirit, promoting local businesses, etc. **If the event is a fundraiser, the purpose should include information about how the resulting funds will be used.** Identify all locations where event activity will take place, including parking.

Event name:	Pound Ridge Bake-Off
Event type:	contest
Purpose:	Description: The Bake-off started about 10 years ago, introduced by Terri Pike, as an event included in the Pound Ridge Proud (aka Pride) Day. One year ago, it was suggested that the Bake-Off deserved it's own stand-alone event, as it is beloved by many and difficult to appreciate &

participate given all the Proud Day activity.

Event date:	Sat. 5/6/2023	Alternate date:	None
Event start time:	11AM	Event end time:	
Setup start time:	Fri 5/5/23 for tent Sat 5/6/23 9AM for event	Setup end time:	
Takedown start:	Sat 5/6/23, 2:30PM to takedown & clean-up; Monday 5/8/23 to take down tent	Takedown end:	
Location(s):	Village Green		
On private property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
Parking location(s):	Westchester Ave.; Parking Lots in Business District area		
On private property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
Road closure(s) requested:	No		
Closure times requested:	N/A		
Admission fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
Parking fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
Registration Fee	Yes		
Pay to be a Judge	No		

VENDORS/LICENSES

If the answer to any of the questions below is yes, you must also complete the **Vendor/License Information Form**. If you are unable to complete the form at the time application is submitted, please note that a complete form will be required before the permit can be granted.

Will the event include food and/or beverage vendors?

Yes No Number, if any

Will any food or beverages be served without charge in conjunction with the event?

Yes No

Will the event include non-food vendors?

Yes No Number, if any

Will the event include alcoholic beverage vendors?

Yes No Number, if any

Will any alcohol be served without charge in conjunction with the event?

Yes No

Will the event include gambling of any kind?

Yes No

CONTACTS

Primary contact name: Karen McInerney

Cell phone number: 914-588-3520 Email address: bakeoff@poundridgepartnership.org

Event day contact name: Karen McInerney

Cell phone number: 914-588-3520 Email address: karenmcinerney3@gmail.com

Weather contact name: Karen McInerney

Cell phone number: 914-588-3520 Email address: karenmcinerney3@gmail.com

LOGISTICS

CROWD MANAGEMENT

Anticipated attendance:	Approx 100			
Describe crowd control plan:	Not anticipating any crowd control needed. This is an open air event			
Describe perimeter control plan:	Will coordinate with PR police for Westchester Ave presence			
Emergency services be present?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No PR Ambulance presence
Will event be ADA compliant?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

VOLUNTEERS

Indicate number of volunteers:	Approx. 12-15; PRP Jr Committee			
Describe role(s) of volunteers:	<ul style="list-style-type: none"> ➤ Set-up: tent, tables (set-up each table w/plates, forks, napkins, chairs, sound (mics, speakers, etc..), DJ, Signage and Promotion, Procure Trophies, Communication Coordinator, Photography, 			

SANITATION/GARBAGE

Portable toilets provided?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If so, how many?	1			
Garbage/recycling bins provided?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No PRP has 2 garbage bins; Westchester Ave street garbage & recycle bins
Describe garbage/recycling plan:	PR Sanitation/ Maintenance to pu			

NEIGHBORHOOD IMPACT/NOTIFICATION

Will there be noise impacts?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If so, will there be amplified music?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

Will there be light impacts?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Have neighbors been notified?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No N/A

STRUCTURES/SAFETY

Tents or canopies?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If yes, please describe:	20x30 or 20x40 Sponsorship provided Tent on Village Green. Cost is approximately \$600.			
Stage or other structures?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If yes, please describe:	Already exists in Village green			
Fireworks or open flame?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If yes, please describe:				

UTILITIES

Water access needed?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If yes, please describe:				
Electricity needed?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If yes, please describe:	Already exists – PR Electrical, panel or lights			
WiFi access needed?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If yes, indicate number of users:	N/A			

PROMOTION

Banner permission requested?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If so, indicate location and dates:	Banner installed April 28, 2023; Across Westchester Ave. Business District. Need letter to Town Board for permission			

(adopted 04.12.2022)

Other signage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If so, please describe:	Lawn signs distributed throughout participating towns (Bedford & Katonah)	
	May 8, 2023 take down all signage. May 15,2023 Rain Date	

TOWN RESOURCES

Town bus needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If so, please indicate time period:		
Barricades or cones needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If so, please specify:	Minimal use of cones as needed for safety	
Other town-owned property needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If so, please specify:		

OUTSIDE RESOURCES

Outside bus transportation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If so, please describe:		
Outside parking assistance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If so, please describe:		
Other outside resources?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If so, please describe:		

SUPPORTING DOCUMENTS

Please indicate which supporting documents you are providing, including review forms being submitted directly by the reviewers.

MAPS/PLANS

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Event map (may incorporate parking/traffic plan) <i>James Best's map attached</i>
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Parking/traffic plan (may be separate from event map)
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Vendor List (and applicable licenses or permits)

REVIEW FORMS

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Police Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Highway Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Maintenance Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Building Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Recreation Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Fire Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	EMS review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Other review form

LEGAL DOCUMENTS

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Insurance certificate(s) PR Partnership provided
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Indemnity agreement(s)
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Permits/Licenses (other than for vendors)

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	OTHER (specify): <input type="text"/>
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DEPOSITS/FEEES

Damage deposit paid (indicate amount):	<input type="text" value="Check with Erin Trostle"/>
Waiver requested:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Application fee paid (indicate amount):	Check with Erin Trostle	
Waiver requested:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

ENDORSEMENT

I certify that I have reviewed all application materials and that the information contained therein is, to the best of my knowledge, accurate and truthful.

I understand that Town Board approval of my application does not constitute a permit; that if the application is approved, I must meet any and all conditions specified by the Town Board before a permit can be issued; and furthermore, that under no circumstances may the event take place unless and until a permit has been issued.

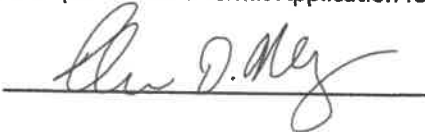
	1/23/2023
(signature)	(date)
Karen McInerney	
(printed name)	



SPECIAL EVENT APPLICATION REVIEW

EVENT: Bakeoff Event – Village Green 5/6/23 DATE: 1/31/23

I have reviewed the Special Event Permit Application for the event indicated above.

SIGNATURE:  NAME: Chief Thomas Mulcahy

DEPARTMENT:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> POLICE DEPARTMENT | <input type="checkbox"/> BUILDING DEPARTMENT | <input type="checkbox"/> FIRE DEPARTMENT |
| <input type="checkbox"/> MAINTENANCE DEPARTMENT | <input type="checkbox"/> RECREATION DEPARTMENT | <input type="checkbox"/> EMERGENCY SERVICES |
| <input type="checkbox"/> HIGHWAY DEPARTMENT | <input type="checkbox"/> OTHER (PLEASE SPECIFY): _____ | |

APPROVAL/CONDITIONS:

APPROVED DISAPPROVED

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Based on scope of event described there doesn't appear to be a need or request for officers to be assigned to
the event. Patrol Officers working that day will be advised of the event and will make periodic checks. If any
Cones and/or barricades are needed from Town please reach out to Highway Department if both needed.
Police Dept does have a limited supply of traffic cones as well.

FOR TOWN DEPARTMENTS ONLY:

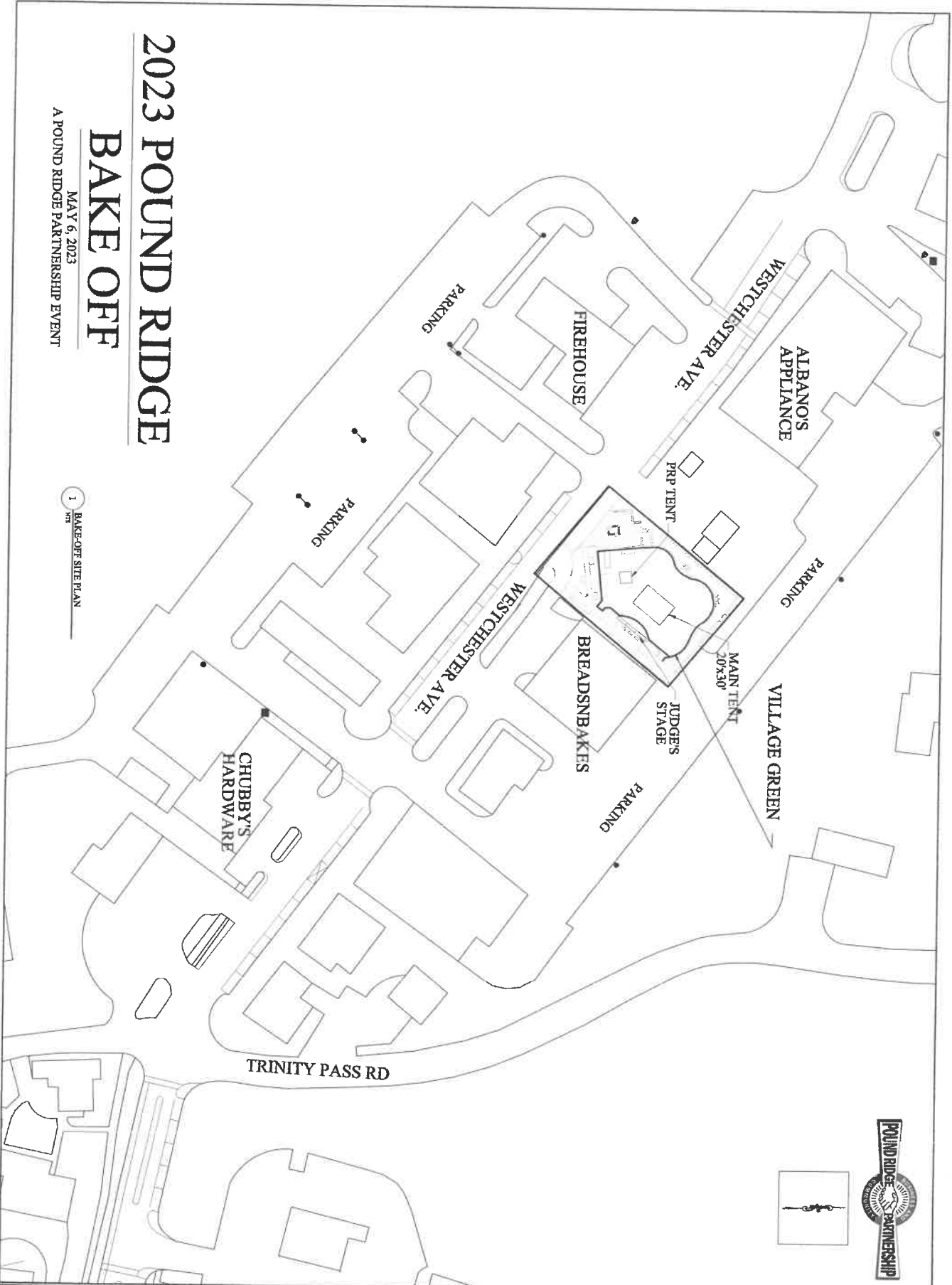
STAFFING NEEDED:	<u>No additional officers</u>	STAFFING COST:	<u>\$ 0</u>
EQUIPMENT NEEDED:	_____	EQUIPMENT COST:	<u>\$</u>
OTHER COST ITEMS:	_____	OTHER COST:	<u>\$</u>
		TOTAL COST:	<u>\$ 0</u>

Please return completed review forms to the Town Clerk (townclerk@townofpoundridge.com).

2023 POUND RIDGE BAKE OFF

MAY 6, 2023
A POUND RIDGE PARTNERSHIP EVENT

1 BAKE-OFF SITE PLAN



SP-1 SHEET NO.	DRAWING TITLE POUND RIDGE PARTNERSHIP BAKE OFF SITE PLAN	DRAWN BY NAME: JTB DATE: 4/27/2023	PROJECT POUND RIDGE BAKE OFF	JAMES T. BEST ARCHITECT + ASSOCIATES P.O. BOX 240 POUND RIDGE, NEW YORK 10576 914.764.8589 FAX 914.764.8827 EMAIL: james@jamesbestarchitect.com www.jamesbestarchitect.com
	REVISIONS NAME: DATE:	PROJECT POUND RIDGE PARTNERSHIP TOWN GREEN 77 WESTCHESTER AVENUE POUND RIDGE, NY 10576		

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Vinnie Duffield
Date: March 2, 2023
Re: Highway materials bids

At the request of the Highway Superintendent, I respectfully request permission to solicit bids for Highway Materials.

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Jonah Maddock
Date: March 2, 2023
Re: Scotts Corners maintenance bids

At the request of the Maintenance Supervisor, I respectfully request permission to solicit bids for maintenance services in Scotts Corners for 2023.

Town of Pound Ridge



To: Town Board
From: David Goldberg
Date: March 1, 2023
Re: Request to refund

I respectfully request a refund for the following people:

Tina Chan	Basketball	\$135.00
Kevin McGovern	Conant Hall deposit	\$500.00

Respectfully submitted

David Goldberg
Superintendent of Recreation & Parks

CLAIM

TOWN OF POUND RIDGE
POUND RIDGE NY 10576



PURCHASE ORDER NO.:

DATE: 3/1/2023

**CLAIMANT'S
 NAME
 AND**

Kevin McGovern
 4 Woodland Road
 Pound Ridge NY, 10576

VENDOR #: 99999

APPROPRIATION	AMOUNT	VOUCHER #
A-T30	\$500.00	
TOTAL	\$500.00	

DATES		QUANTITY	UNIT PRICE	AMOUNT
2/16/2023	CONANT HALL REFUND			\$500.00
			TOTAL	\$500.00

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of _____ is true and correct; that the items, services, and disbursements charged were rendered to or for the town on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

_____ date _____ signature _____ title _____

SPACE BELOW FOR TOWN USE

DEPARTMENT APPROVAL	APPROVAL FOR PAYMENT
The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct.	This claim is approved and ordered paid from the appropriations indicated above.
_____ date _____ Prepared by _____	
_____ date _____ Department Head _____	



To: Supervisor Kevin Hansan and
Town Board Members

From: Ellen Grogan,
Conservation Board Chair

CC: Marilyn Shapiro
Repair Café Committee Chair

Date: February 22, 2023

The Conservation Board requests approval to put up an over-street banner in Scotts Corners to promote the Repair Cafe which will be held on March 25. We propose putting up the banner on Sunday, March 19 and removing by Sunday, March 26.

Thank you.

Hi Kevin,

On March 25 from 11 to 3.

We have become too successful to the extent that we have outgrown Conant Hall. Specifically the parking or lack of. The last time we pissed off the people next door since attendees parked in the few parking spots at the Huntress. Others – we don't know how many – tried to park, could not, and therefore did not visit. And we have run through the options such as the Town Park with shuttle and the church. Not very practical when the visitor is carrying in a broken bike, chair, big toy, printer, lamp or a sewing machine. Plus a lot of people bring in multiple items. The ergonomics for the Conant facility worked. Park and drag your repair item 50' for a fix.

Jim Perry came up with what I think is a great idea. The PRES cafeteria. 8' tables are already in place and set - up, great lighting, plenty of room for expanding the Repair force, a separate entrance and exit and lots and lots of parking on flat land right near the doors. Overcomes a lot of small problems and one big problem at once. The school authorities will nicely accommodate us and not charge a fee. Here's the BUT. We have to pay the janitor, so I am told, \$90/hr for 6 hrs from 10 to 4. Pretty much turn the lights on and off. (We are used to doing the complete clean – up and toggling the light switches with our five experiences in Conant.) As you know, our PR community and more and more surrounding community, event is free – Billy Fortin supplies the coffee and tea and cookies for the visitors and all the food at no charge for the 20 – 25 volunteers.

Our stumbling block to implement Jim's idea is the \$540 or so charge for the janitor. And we are unanimous at the PRCB that we do not want to charge an entrance fee for a variety of reasons not the least being that it muddles the neighbor helping neighbor concept to help keep our environment less cluttered and environmentally cleaner.

Would appreciate any ideas or help you can provide.

Kind regards,

John Kelly

From: [Sharbari Bose Kamat](#)
To: [Nicole Engel](#)
Subject: Housing Board Resignation
Date: Friday, February 24, 2023 11:37:58 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Nicole,

Please kindly accept this email as my formal resignation from the Pound Ridge Housing Board as of 2023. I am unable to continue on due to my HRAC Co-Chair responsibilities, along with volunteer commitments to the Pound Ridge Library Foundation and the Pound Ridge Partnership. Also, given its dormant status, I do not believe my membership is currently needed on the Housing Board.

Many thanks to the Town Board, Housing Board Chair Melinda Avellino, and the HB members for the opportunity to serve.

Best,
Sharbari

Sharbari Bose Kamat
sharbari.kamat@gmail.com
917-626-2574