

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, June 17, 2014**

Workshop - 7:00 p.m.

1. Chuck Connors Recognition
2. Eagle Scout Recognition
3. Highway Department
 Budget Transfer
4. Recreation Department
 Community Day Inflatables
 Community Day Concessionaire
 Town Parks – Smoking
 Additional Seasonal Personnel
 ASCAP licensing
5. Attorney RFP's
6. Term Limits
7. Lake Carmel Park District
 Lifeguard Hires
 Advisory Committee
8. Putnam County Electronic Waste Contract
9. O'Neill Matter – permission to withdraw lawsuit
10. Erosion Control Bond Tax Map 22.-1-24
11. Fireworks advertising
12. Well testing at the landfill
13. July 1, 2014 Town Board Meeting
14. Clean-up of 16 Ashburton Road, 611 Route 52 and 217 Route 52
15. Public Comment

Meeting

1. Pledge of Allegiance
2. Roll Call
3. Ratify Sewer Use Law
4. Authorize Supervisor to sign Putnam County Electronic Waste Contract
5. Authorize Supervisor to sign ASCAP licensing agreement
6. Authorize Recreation Department to hire additional seasonal personnel
7. Authorize Recreation Department to order Community Day inflatables and to contract with concessionaire
8. Authorize Town Clerk to advertise Attorney RFP's
9. Authorize Town Clerk to advertise Term Limits Public Hearing
10. Approve proposals for clean-up of 16 Ashburton Road and 611 Route 52
11. Accept Erosion Control Bond for Tax Map 22.-1-24
12. Authorize the Supervisor to advertise the Kent Independence Day Fireworks display
13. Approve Lifeguard Hires for Lake Carmel
14. Approve appointments to Lake Carmel Advisory Committee
15. Authorize Town Attorney to withdraw lawsuit in the O'Neill matter
16. Adjourn July 1, 2014 meeting to July 15, 2014
17. Approve Vouchers and Claims
18. Correspondence
19. Public Comment



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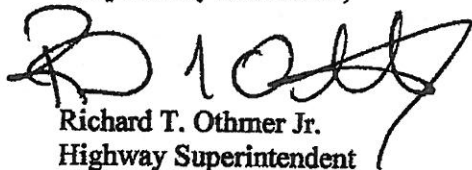
Town of Kent Highway Dept.
Richard T. Othmer, Jr., Highway Superintendent
62 Ludington Court
Kent Lakes, New York 10512
(845) 225-7172
Fax (845) 225-9464
E-mail: rothmer@townofkentny.gov

June 10, 2014

Dear Honorable Supervisor Fleming & Members of the Town Board;

Attached please find the budgetary transfer request and back-up that was tabled at the May 20th meeting in order to wait for Michelle Summers to return from vacation for her endorsement. I respectfully request that this be placed on the June 17th meeting for approval, all facts are still the same and I would like to start this project this summer. Additionally, I have recently secured the use of the Putnam County Highway Department's large excavator to expedite the work. This will save us \$5,000.00 in rental fees that can be put to use in the drainage and retaining areas and allow me to keep within my budget for complete job completion.

Respectfully Submitted;


Richard T. Othmer Jr.
Highway Superintendent



Town of Kent Highway Dept.
Richard T. Othmer, Jr., Highway Superintendent
62 Ludington Court
Kent Lakes, New York 10512
(845) 225-7172
Fax (845) 225-9464
E-mail: rothmer@townofkentny.gov

May16, 2014

Memo

To; Town Supervisor, Town Board, Town Officials

Subject; Highway Department 311 Facility Ground Water Site Mitigation.

Dear Honorable Members of the Kent Town Government;

I respectfully request a budgetary transfer of \$30,500 from T.A.0087 to H.2545.211, Highway Wetland Mitigation Project. I have met with the Town Finance Officer Michelle Summers on this matter and we have created a new account under our capital project line, H.8100.403. By doing this I will be able to keep a tight reign of monies spent which have to be totally accountable specific to this project.

These funds were reserved solely for the Highway Department Ludington Court facility by the actions of the Town Planning Board during their sessions of July 2010 (almost 4 years ago). Enclosed please find copies of the Planning Board decisions. I have only included the pertinent pages in order to save paper.

- 1) Page 1 & page 4 Resolution of the "Approved Site Plan".
- 2) Page 1 & page 4 of the "Preliminary Subdivision Approval".
- 3) Page 1, 10 & 14 of the "Findings Statement" specifying the amount of \$30,500.00 to be used for the Highway Department Ludington Court Mitigation Plan. It must be used only for this project and the work must be done by Town Highway Employees.

I have met on 3 occasions with Town Ground Water / Wetlands Consultant Bruce Barber concerning this issue and we are in complete agreement on the course of action. We have an open stream on our property located within the New York City Watershed that is vulnerable to the normal everyday pollutants common to the operation of a Highway, Sanitation and Municipal Repair Facility. Additionally, this project will be very beneficial to the Town as we will be able to increase our equipment storage area greatly and protect ourselves from future litigation with New York City.

I respectfully wish to keep the Town Board apprised of the operations of the Highway Department.

Town of Kent Planning Board
Resubmission of Steep Slope, and Freshwater Wetland Permit Approvals

Matter of Hillcrest Commons
Proposed Senior Housing Development
Town of Kent / Town of Carmel

Whereas, the Town of Kent Planning Board has received an application from BBJ Associates, LLC of 570 Taxter Road, 6th Floor, Elmsford, New York 10523 for Site Plan and Freshwater Wetland Permit approvals to allow the development of 150 units of senior housing within up to eight buildings, a separate community center, central sanitary sewer and water systems, driveways with related parking, and storm water management facilities for a project known as Hillcrest Commons ("Project"); and

Whereas, access to the Project would be from a new public access road from NYS Route 52 with the significant majority of the proposed and real property tax assessable improvements are located within the Town of Carmel; and

Whereas, the portion the Project located in the Town of Kent consists of part of the access road to NYS Route 52 and portions of the central sanitary sewer collection system and storm water management facilities proposed for the Project; and

Whereas, pursuant to GML 239-m the Site Plan application was referred to the Putnam County Department of Planning for review and recommendation; and

Whereas, the County has recommended approval of the Site Plan Application; and

Whereas, on February 11, 2010 the Planning Board convened public hearings on the Site Plan and Freshwater Wetland Permit applications and on May 6, 2010 closed said public hearings; and

Whereas, the Project was subject to a coordinated review pursuant to the State Environmental Quality Review Act ("SEQRA") whereby the Town of Carmel Planning Board was designated the Lead Agency for the Project; and

Whereas, on January 13, 2010 the Lead Agency adopted an Amended Findings Statement for the Project; and

Whereas, the Town of Kent Planning Board is an Involved Agency under the State Environmental Quality Review Act; and

Whereas, as an Involved Agency the Town of Kent Planning Board is also required to adopt a Findings Statement setting forth the Board's compliance with the applicable procedural and substantive requirements of SEQRA in its review of the action; and

- 20) Until and unless the road parcel shown of the preliminary subdivision plat is accepted for dedication by the Town of Carmel and/or the Town of Kent, on terms acceptable to the Kent Town Board, the road parcel shall be s an assessable and taxable parcel or set of parcels.
- 21) The applicant will prepare and submit for approval of the Planning Board a handout for nearby residents which addresses the process of blasting, scheduling, monitoring and all significant pre-blast and post-blast matters, and including a municipal contact name and telephone number in both the Town of Kent and Town of Carmel. The applicant will distribute the approved handout to all residents within a 1,000 foot radius of the point of blasting.

Motion: Philip Tolmach

Second: Arthur Singer

Russ Fleming, Chairman Aye

Michael McDermott Aye

Philip Tolmach (alt.) Aye

Arthur Singer Aye

Charles Sisto Aye

Janis Bolbrock Aye

Glenna Wright Aye

Date: July 8, 2010

I certify that the above resolution was adopted by the Town of Kent Planning Board at a meeting of the Board on the date set forth above.

Lucy Rinaldi, Clerk
Town of Kent Planning Board

Town of Kent Planning Board
~~Preliminary Subdivision Approval~~

Matter of Hillcrest Commons
Proposed Senior Housing Development
Town of Kent / Town of Carmel

Whereas, the Town of Kent Planning Board has received an application from BBJ Associates, LLC of 570 Taxter Road, 6th Floor, Elmsford, New York 10523 for Subdivision Approval to allow the development of 150 units of senior housing within up to eight buildings, a separate community center, central sanitary sewer and water systems, driveways with related parking, and storm water management facilities for a project known as Hillcrest Commons ("Project"); and

Whereas, access to the Project would be from a new public access road from NYS Route 52 with the significant majority of the proposed and real property tax assessable improvements located within the Town of Carmel; and

Whereas, the portion the Project located in the Town of Kent consists of part of the access road to NYS Route 52 and portions of the central sanitary sewer collection system and associated storm water management facilities; and

Whereas, the proposed subdivision involves the access road portion of the project in anticipation by the applicant of the offering to the Town of Kent and the Town of Carmel of the access road for dedication as a public road; and

Whereas, on February 11, 2010 the Planning Board convened public hearings on the Subdivision application and on May 6, 2010 closed said public hearing; and

Whereas, the Project was subject to a coordinated review pursuant to the State Environmental Quality Review Act ("SEQRA") whereby the Town of Carmel Planning Board was designated the Lead Agency for the Project; and

Whereas, on January 13, 2010 the Lead Agency adopted an Amended Findings Statement for the Project; and

Whereas, the Town of Kent Planning Board is an Involved Agency under the State Environmental Quality Review Act; and

Whereas, as an Involved Agency the Town of Kent Planning Board is also required to adopt a Findings Statement setting forth the Board's compliance with the applicable procedural and substantive requirements of SEQRA in its review of the action; and

Whereas, at a regular meeting of the Planning Board on July 8, 2010 the Board adopted its own Findings Statement for the Project thereby completing its environmental review of the action; and

*Town of Kent Planning Board
Resolution of Preliminary Subdivision Approval
Matter of Hillcrest Commons
Proposed Senior Housing Development
July 8, 2010*

1. *Completion of all conditions of the Site Plan and Freshwater Wetland Permit approvals resolution for the Project adopted by the Planning Board on July 8, 2010 contemporaneously with this resolution of Preliminary Subdivision Approval.*
2. *This Preliminary Subdivision Approval shall be valid for 180 days from the date of approval, and may be extended by not more than two additional periods of ninety (90) days periods by the Planning Board upon the express written request of the applicant.*

Motion: Philip Tolmach

Second: Charles Sisto

Russ Fleming, Chairman Aye

Michael McDermott Aye

Philip Tolmach (alt.) Aye

Arthur Singer Aye

Charles Sisto Aye

Janis Bolbrock Aye

Glenna Wright Aye

Date: July 8, 2010

I certify that the above resolution was adopted by the
Town of Kent Planning Board at a meeting of the
Board on the date set forth above.

Lucy Rinaldi, Clerk
Town of Kent Planning Board

TOWN OF KENT PLANNING BOARD
FINDINGS STATEMENT
PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

MATTER OF HILLCREST COMMONS
PROPOSED SENIOR HOUSING DEVELOPMENT
TOWN OF KENT / TOWN OF CARMEL

Involved Agency: Town of Kent Planning Board
25 Sybil's Crossing
Kent Lakes, New York 10512

Lead Agency: Town of Carmel Planning Board
60 McAlpin Avenue
Mahopac, New York 10541

Applicant: BBJ Associates, LLC
570 Taxter Road
6th Floor
Elmsford, New York 10523

A. Introduction

This document is a Findings Statement prepared pursuant to and as required by 6 NYCRR 617.11, the implementing regulations of Article 8 of the Environmental Conservation Law, the State Environmental Quality Review Act ("SEQRA"). This Findings Statement concerns an application for Site Plan, Subdivision, and Freshwater Wetland Permit approvals related to the development of a proposed senior housing complex in the Town of Carmel, adjacent to the Town of Kent.

The development project proposed by the Applicant includes 150 units of senior housing within up to eight buildings, a separate community center, driveways with related parking, and storm water management facilities. Access to the residential development would be from a new public access road from NYS Route 52. The majority of the proposed improvements are located within the Town of Carmel. The portion the project located in the Town of Kent includes the access road to NYS Route 52 and associated storm water management facilities. The applicant requires Site Plan and Subdivision approvals for the proposed access road and storm water management facilities. Part of the development scheme includes an offer for acceptance by the Town of Kent and the Town of Carmel of the access road as a public improvement within the respective municipal jurisdictions. Because the improvements proposed for the Town of Kent would also involve disturbance to freshwater wetlands, watercourse, and associated buffer area regulated by the Town, a Freshwater Wetland Permit must also be issued by the Town of Kent Planning Board.

The designated Lead Agency in this matter is the Town of Carmel Planning Board. By virtue of the approvals required for the project the Town of Kent Planning Board is an Involved

Proposed treatment removal efficiency = 20%

Estimated phosphorus removed = 1.0 acres x 2.7 lbs/yr/acre x 0.20 = 0.54 lbs/yr

Estimated average cost to remove one pound of phosphorus = \$47,500.

Estimated cost to remove 0.54 lbs/year: $0.54 \times \$47,500 = \$26,650$.

The above costs are taken from the PCMS4CC Stormwater Improvement Study prepared by Malcolm Pirnie, December 2009.

The preliminary estimated cost for the proposed improvements as shown on the attached sketch is estimated as follows:

Detailed surveying and engineering	\$9,500.00
Estimated material costs	= \$21,000.00
Estimated total	= \$30,500.00

It should be noted that the actual final cost would be subject to the approval of the Involved Agency based on recommendations by the Involved Agency's engineering and wetland professionals with regard to the final mitigation plan, the completion and acceptance of which will be made a condition of any site plan, freshwater wetland permit, and subdivision approval that may be granted by the Involved Agency.

Under this mitigation plan the applicant would pay the cost of detailed surveying and engineering and provide the Town with the funds necessary for purchasing the materials. The Kent Highway Department would then implement the plan using Town manpower and equipment to install the materials and would maintain the improvements.

Accordingly, the potential adverse impacts related to loss of wetland function would be mitigated to the maximum extent practicable.

3. Blasting Impacts

Implementing the proposed development plan would likely require blasting to establish suitable grades for proposed improvements. The areas of potential blasting are more likely to be required in three specific areas near the top of the hill at the center of the property within the Town of Carmel. Blasting is not anticipated in the Town of Kent for the construction of the access road since the design of the road largely reflects existing grades and topography.

Pursuant to Chapter 38, Article II of the Town of Kent Code any blasting activity within the Town of Kent will require a permit from the Town Fire Inspector. In accordance with Section 38-13.3 of

Louis M. Fernandez
Director of Recreation and Parks



Town of Kent Recreation and Parks Department
770 Route 52 Kent Lakes, NY 10512

Telephone: (845) 531-2100

Fax: (845) 306-7249

Email: recreation@townofkentny.gov

Webpage: www.townofkentny.gov

Friday, May 30, 2014

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

Subject: Proposals for Inflatable/Amusements for 2014 Kent Community Day

Dear Town Board Members,

Specifications soliciting proposals for inflatable/amusements were sent to thirteen qualified businesses in the area for 2014 Kent Community Day. I have attached a copy of the specifications that were sent. We received proposals from five businesses. I have attached a table that breaks down the proposals by total cost, cost per attraction, total number of attractions and size of attractions. If desired I can supply each company's full proposal for you to compare.

After carefully reviewing and scrutinizing each of the proposals I have found two that are superior to the others. They are the proposals from Funtime Amusements and Dave's Cast of Characters. I have included copies of these proposals for the Town Board to review. Both of these proposals are very strong and it was very difficult to determine which one was best. Funtime's proposal was \$5,591.25 for 10 attractions and Dave's Cast of Characters proposal was \$5,785.50 for 10 attractions. Both proposals included 10 attractions which makes Funtime's slightly better priced per attraction however it is my opinion that Dave's has bigger attractions overall and slightly more "wow" factor to their attractions. After considering the total price, price per attraction, type of attractions and size of attractions I feel that Dave's Cast of Characters proposal was just slightly better. Dave's Cast of Characters has never been used by Kent however we checked with multiple of their business references and they had overwhelmingly strong reviews and very high customer satisfaction.

I believe that the proposal from Dave's Cast of Characters is just slightly better but if the Board members, after reviewing the two proposals, feel differently then we can discuss the proposals in more detail and choose the proposal that the Board feels is the most suitable. I appreciate your consideration in this matter.

Sincerely,

Louis Fernandez
Director of Recreation and Parks

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Director of Recreation and Parks



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Requesting Proposals for Inflatable Amusements

We are looking for a company to provide inflatable amusements (hard climbing walls, train rides, etc. may be included) for the annual Kent Community Day. The specifics are below for the event.

Event: Kent Community Day
Date: Saturday, September 6, 2014
Rain Date: Sunday, September 7, 2014
Event Time: 12:00pm to 5:00pm
Location: Edward Ryan Memorial Park, 43 Park Road, Carmel, NY 10512

The company that provides the most comprehensive package as decided by the Director of Recreation and Parks will be selected to provide services for this year's event. Factors that will be used to determine the most comprehensive package include: number of attractions included in the proposal, size and type of attractions, cost per attraction, rain/cancellation policies and business reference checks.

Maximum Proposal Amount: \$6,000

- There must be a minimum of 7 attractions included in the proposal.
- 2 of the attractions must be designed specifically for children 5 and under.
- No water amusements should be included in the proposal.
- A description w/ pictures of each attraction must be included.
- Personnel manning each attraction must be provided.
- Generators must be provided.
- Cancellation policies must be included with the proposal.
- Company must accept payment by voucher.
- A deposit of no more than 50% of the total cost will be paid prior to the event.

Company awarded contract must also provide:

- Certificate of Insurance, naming the Town of Kent and Kent Recreation additional insured
- Proof of Workers Compensation
- Hold Harmless Agreement with the Town of Kent

Proposal Deadline is April 4, 2014

Proposals should be sent to

Town of Kent Recreation and Parks Department
Attention: Lou Fernandez
770 Route 52
Kent Lakes, NY 10512

Or by Fax (845) 306-7249

If you have any questions or comments please contact me at 845-531-2100. Thank you.

2014 Kent Community Day - Inflation Attractions Breakdown

Company Address City, State Zip	Durant's Party Rentals Route 9 Wappingers Falls, NY	Funtime Amusements 1761 Front Street Yorktown Hts, NY 10598	New England Bounce About 2 Sand Cut Road - Unit 4 Brookfield, CT 06804	Dave's Cast of Characters	PartyTime Rentals 939 Route 376 Wappingers Falls, NY
Phone	(845)-298-0011	(914)-773-1320	(203)-364-0078	(914)-235-7100	(845)-226-4FUN
Rank					
Price	\$5,352.50	\$5,591.25	\$3,985.80	\$5,785.50	\$5,952.50
Price per Item	\$594.72	\$559.12	\$797.16	\$578.55	\$661.39
# of Inflatables	9	10	5	10	9
Attraction Name and Size	Slide/Obstacle Combo 24' L x 19' W x 18' H	Velcro Olympics	Crash Course Obstacle Course	Cliffhanger Slide 33' L x 20' W x 27' H	Morphy Venture Play 32' L x 16' W x 16' H
Attraction Name and Size	Funhouse/Obstacle 18' L x 15' W x 16' H	5-in-1 Batman Activity Unit 18' L x 18' W	XL Bounce House	Superslide 33' L x 16' W x 26' H	Carousel Bouncer 15' L x 15' W x 18' H
Attraction Name and Size	Amazin' Maze 16' L x 15' W x 17' H	5-in-1 Princess Activity Unit 18' L x 18' W	Pipeline Slide	Noah's Ark 30' L x 12' W x 17' H	40' Obstacle Challenge 11' W x 40' L x 12' H
Attraction Name and Size	Deluxe Crayon Play Center 15' L x 26' W x 12' H	Inflatable Basketball (2 hoops) 15' L x 15' W x 15' H	Adrenaline Rush Obstacle Course	4-Player Joust 24' L x 20' W x 6' H	Fun Derby Races 30' L x 25' W x 10' H
Attraction Name and Size	Gladiator Joust	Trackless Train w/ Conductor	Bungee Run	Wild One Obstacle Course 58' L x 25' W x 21' H	Trackless Train (3 cars + locomotive = 19 passengers)
Attraction Name and Size	Obstacle Course 29' L x 14' W x 7' H	Hard Rock Climbing Wall		Bouncer 15' L x 15' W x 13' H	Fire Truck Slide 32' L x 13' W x 22' H
Attraction Name and Size	Inflatable 3-in-1 Mini Playground 13' L x 11' W x 8' H	Toddler Town		RoboZoo (2 riders)	Wizards Castle 18' L x 18' W x 18' H
Attraction Name and Size	Inflatable Rock Climb Slide 30' L x 13' W x 16' H	Inflatable Train Station 20' L x 27' W		Super Circus Train 55' L x 22' W x 12' H	Mini All-Stars Basketball Shot (4 Hoops)
Attraction Name and Size	Large Inflatable Basketball (2 Hoop) 16' L x 13' W x 14' H	Toddler Airplane Ride (seats 8)		Mickey Park 22' L x 21' W x 13' H	Double Rush 22' H
Attraction Name and Size		Superslide		Spider Man Velcro Wall 18' L x 12' W x 17' H	

Louis M. Fernandez
Director of Recreation and Parks



Town of Kent Recreation and Parks Department
770 Route 52 Kent Lakes, NY 10512

Telephone: (845) 531-2100

Fax: (845) 306-7249

Email: recreation@townofkentny.gov

Webpage: www.townofkentny.gov

June 9, 2014

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

Subject: Concessionaire for 2014 Kent Community Day

Dear Town Board Members,

Preparations are underway for 2014 Kent Community Day and I would like to make arrangements to secure the concessionaire. I would like to ask the Town Board for approval to contract Carmel Bagel Deli.....licious as the concessionaire for this year's event.

Carmel Bagel Deli has run the concession for the last two years and has done an excellent job. I have worked out an arrangement with Kevin Stenger, the owner of Carmel Bagel Deli, to operate the concession stand during this year's event. In this agreement Carmel Bagel Deli will obtain the necessary permits and be responsible for all facets of running the concession stand. They will provide insurance; worker's compensation and a hold harmless agreement to the Town. In return the Town will gain a capable and qualified concessionaire and 15% of the net profit. I have included Kevin Stenger's proposal for your information. Please let me know if you have any questions or concerns regarding this. Thank you for your consideration in this matter.

Sincerely,

Louis Fernandez
Director of Recreation and Parks



www.carmelbageldeli.com

Carmel Bagel North Inc.

1021 Rt. 52
Carmel N.Y. 10512
845.306.7168

5/30/14

Louis Fernandez
Director of Recreation and Parks
770 Route 52
Kent Lakes N.Y. 10512

It is a pleasure to write this proposal to serve as the concessionaire for the Town of Kent for the town's Community Day at Ryan's Field on Saturday September 6, 2014 (Rain date Sunday September 7, 2014)..

Louis Fernandez and I met this week to discuss this opportunity and I am quite excited about it. I have worked with Mr. Fernandez in the past as I served as the concessionaire for the Town of Carmel at Sycamore Park for 6 of the past 7 years. Mr. Fernandez always seemed very pleased with my company's work and I intend to bring the same quality of service to this event.

As I am sure you are well aware of the food preparation facilities at the park are limited. I will attempt to provide as diverse menu as possible under these conditions. This menu will consist of hot dogs, hamburgers; wedge slices, chips, ice cream, water and other assorted beverages as well as a variety of snacks. If I can think of any other easily prepared items I will include them as well.

Regarding compensation to the Town of Kent for affording Carmel Bagel Deli North this opportunity I would like to offer 15% of the net profits. I am offering this system of compensation, rather than a flat fee, because I feel it is a more even distribution of profits due to the many uncontrollable variables that could effect the turn out. I will provide the town with all supply bills, payroll costs and sales figures so that the profit can be ascertained correctly.

Again thank you for giving my company the opportunity to present this proposal for this very worthwhile event.

Sincerely,

Kevin Stenger
President
Carmel Bagel North Inc.

Louis M. Fernandez
Director of Recreation and Parks



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June 10, 2014

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

Subject: Smoking in Parks

Dear Town Board Members,

Over the past few years I have received an increased number of complaints regarding smoking in our parks. Currently smoking is allowed in our parks as there is no ordinance which prohibits smoking. I understand that this can be a subject which draws strong emotional response from both smokers and non smokers alike but I feel that enough complaints have been brought forward that the topic must be discussed.

About 5 years ago there was a strong push in other communities to make their parks smoke free. Many municipalities expanded their ordinances that prohibited smoking on public beaches to include parks as well. I have submitted a copy of the Town of Carmel's ordinance, which was adopted in 2010, as an example of how other communities have addressed this.

I believe that there are many different options available to us if the Town Board feels prohibiting smoking is too strong an action. Some of the options could be prohibiting smoking from ballfields and playground areas or only allowing smoking in designated areas. I will be happy to pursue whatever direction the Town Board chooses to go in regarding this matter. Thank you.

Sincerely,

Louis Fernandez
Director of Recreation and Parks

Louis M. Fernandez
Director of Recreation and Parks



Town of Kent Recreation and Parks Department
770 Route 52 Kent Lakes, NY 10512

Telephone: (845) 531-2100

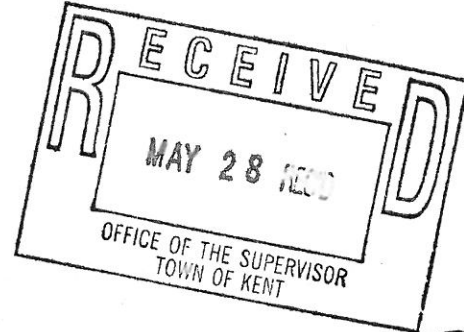
Fax: (845) 306-7249

Email: recreation@townofkentny.gov

Webpage: www.townofkentny.gov

May 27, 2014

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



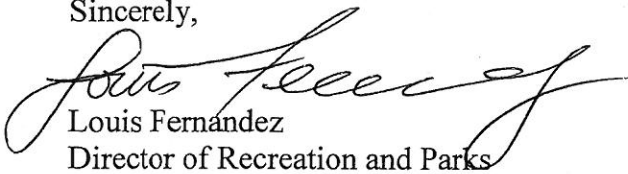
cc: Rec File

Subject: ASCAP Licensing Agreement

Dear Supervisor Fleming,

In the past The Town of Kent has entered into a yearly licensing agreement with The American Society of Composers, Authors and Publishers (ASCAP) for the rights to play music at all of its public events. This licensing agreement is a blanket license that allows for all types of music (live, recorded, broadcast, etc.) to be played at any town organized event. The yearly cost that will cover the town from 5/1/2014 until 4/30/2015 is \$331. This amount has generally been split between the Recreation Department and Town Hall but since the Park District has public events where music is played as well, it would be appropriate to split this fee three ways. I have spoken with Heidi Link from the Park District Office and she has no objection with the Park District paying a share of this agreement fee. I have included a copy of the renewal agreement and would be happy to meet with you to discuss this further. Thank you.

Sincerely,


Louis Fernandez
Director of Recreation and Parks



ASCAP

PO BOX 331608-7515
Nashville, TN 37203-9998
Attn: Account Services
Phone: 1-800-505-4052
Fax: 1-615-691-7795

G3H6W0002004835 - 4

Recreation Dept.
Town Of Kent, NY
25 Sybils Xing
Kent Lakes, NY 10512-4744

Re: Town Of Kent, NY
Town Of Kent, NY
25 Sybils Xing
Kent Lakes, NY 10512-4744

*If You Have Already Made Payment, Please Disregard This Invoice.
In Case Of Error In Amount Of Bill Or Payment, Contract Terms Shall Govern.*

ACCOUNT NO.	BILLING DATE	CURRENT	PAST DUE	BALANCE DUE
500621484	04/20/2014	\$331.00	\$0.00	\$331.00

CONTRACT RATE
\$330.00

Charges per applicable operating policy and rate schedule "copies available on request".

IMLA

ASCAP REFERENCE NO.	TRANSACTION DATE	CHECK NO.	EXPLANATION OF CHARGES & CREDITS	FOR THE PERIOD	AMOUNT	REMAINING BALANCE
			PREVIOUS BALANCE			\$0.00
2000260353	04/19/2014	-	Lic Fee Adj: CPI (Dr)	01/01/2014 to 04/30/2014	\$1.00	\$1.00
100003926931	04/20/2014	-	License Fee	05/01/2014 to 12/31/2014	\$220.00	\$221.00
100003926932	04/20/2014	-	License Fee	01/01/2015 to 04/30/2015	\$110.00	\$331.00

Thank you in advance for your timely payment.
Securely manage your account on line at www.ascap.com/mylicense

TEAR ON THE DOTTED LINE

PLEASE PLACE YOUR CUSTOMER ACCOUNT NO. ON ALL CHECKS AND CORRESPONDENCE. PLEASE MAKE YOUR CHECK PAYABLE TO "ASCAP".

Town Of Kent, NY
25 Sybils Xing
Kent Lakes, NY 10512-4744



ASCAP

ACCOUNT NO.	BALANCE DUE	AMOUNT PAID
500621484	\$331.00	\$

95006214845000033100

Name, Address, Telephone Changes

Licensee: _____
 License: _____
 Street: _____
 City, State, ZIP: _____
 Contact Name: _____
 Telephone: (_____) _____

ASCAP
21678 Network Place
Chicago, IL 60673-1216

IMLA



W
H
L

TERM LIMITS

1. Title.

The title of this chapter shall be the "Term Limits Law".

2. Legislative intent.

It is the intent of the Town Board of the Town of Kent to expand participation in the electoral process and to bring new ideas to governance of the Town of Kent. To these ends, the Town Board of the Town of Kent adopts this chapter to limit terms of office for elected officials in the Town of Kent.

3. Term limits established.

- (A) No Supervisor of the Town of Kent shall have more than 4 terms of 2 years each.
- (B) No Town Councilman of the Town of Kent shall have more than 2 terms of 4 years each.
- (C) In the event that any terms of office held prior to the November, 2014, general election will bar an elective public officer from serving any further terms in that office this Term Limits Law will not prevent such elective public officer from having one additional term.

4. Partial term of office.

Nothing contained herein shall prohibit an elective public officer in the Town of Kent from holding either an elective or appointive partial term in the same elective public office, immediately prior to election to that elective public office for a full term. In that event, the partial term shall not be counted for purposes of the term limitation imposed by this chapter.

5. Other elective office.

Nothing contained in this chapter shall prohibit an elective public officer from seeking, being elected to, or holding another and different elective public office in the Town of Kent at the conclusion of a term of public office as required by this chapter.

6. Exclusion.

Nothing contained in this chapter shall apply to the office of Town Justice of the Town of Kent, the office of Tax Receiver of the Town of Kent, the office of Clerk of the Town of Kent or the office of Highway Department of the Town of Kent.

7. Authority.

This chapter is enacted pursuant to §10(1)(ii)(a) of the Municipal Home Rule Law of the State of New York which authorizes towns to adopt local laws concerning the mode of selection and terms of office of elected officials.

W
#72014
Lifeguard
Hires**Name**

Andrea McKinley

Supervisor

Albert Mercado

Head Life Guard

Kevin Platt

Water Safety Instructor

Teresa Savio

Beach Captain

Lucas Ruggiero

Beach Captain

Matthew Morris

Jake Lam

Jaclyn Cervantes

Gabrielle Oster

Lena Ryason

Brigitta Kennedy

Katherine Doria

Emma Ruocco

Rebecca Viebrock

Christopher Vozella

Marcos DeGiorgio

Gino DeGiorgio

Dominic Manno

Dillon Wachter

Luis Lorber

Thomas Gentile

Salvatore Caruso

Julian Perez

Justin Larocchia

Christopher Chillo

Julia Kennedy

Ariana Garcia

Ian Lorber

Lauren Baader

ALLEN BEALS, M.D., J.D.
Commissioner of Health

ROBERT MORRIS, P.E., MPH
Director of Environmental Health



MARYELLEN ODELL
County Executive

DEPARTMENT OF HEALTH

1 Geneva Road, Brewster, New York 10509

Phone # (845) 808-1390

Fax # (845) 278-7921

June 10, 2014

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

RE: Collection of Electronic Waste

Dear Supervisor Fleming,

Beginning in 2008, the County arranged to place containers for the collection of electronic waste (e-waste) in each town. The County has now drafted an agreement to formalize the collaborative efforts of the County and the Towns to provide a convenient and environmentally sound method by which residents can responsibly dispose of their e-waste.

This agreement will ensure the continuing provision of this service at no cost to the municipalities. The County will continue to work directly with the Contractor to assure compliance with all state and local laws, and the Towns will continue to staff the drop-off sites so as to best meet the needs of their residents. Because there has been a new Contractor in place since January, this agreement must again be signed by all parties.

Please sign all eight copies of the enclosed agreement, have your signature notarized, and return the documents to the Health Department.

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

Thank you for your continuing assistance with this effort.

Sincerely,

A handwritten signature in dark ink, appearing to read "Beals", is written over a horizontal line.

Allen Beals, M.D., J.D.
Commissioner of Health

AB/jmg
cc: M. Rice

Contract # _____

Services Agreement

Between

**THE COUNTY OF PUTNAM, TOWN OF CARMEL, TOWN OF KENT, TOWN
OF PATTERSON, TOWN OF PHILIPSTOWN, TOWN OF PUTNAM VALLEY, TOWN
OF SOUTHEAST**

and

VINTAGE TECH, LLC

THIS AGREEMENT, made by and among the following parties:

THE COUNTY OF PUTNAM, a municipal corporation of the State of New York,
having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting
by and through its Department of Health (hereinafter referred to individually as the
"COUNTY");

THE TOWN OF CARMEL, a municipal corporation of the State of New York, having
an office and place of business at 60 McAlpin Avenue, Mahopac, New York 10541;

THE TOWN OF KENT, a municipal corporation of the State of New York, having an
office and place of business at 25 Sybil's Crossing, Kent Lakes, New York 10512;

THE TOWN OF PATTERSON, a municipal corporation of the State of New York,
having an office and place of business at 1142 Route 311, Patterson, New York 12563;

THE TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York,
having an office and place of business at 238 Main Street, P.O. Box 155, Cold Spring, New York
10516;

THE TOWN OF PUTNAM VALLEY, a municipal corporation of the State of New York, having an office and place of business at 265 Oscawana Lake Road, Putnam Valley, New York 10579;

THE TOWN OF SOUTHEAST, a municipal corporation of the State of New York, having an office and place of business at 1360 Route 22, Brewster, New York 10509; and

VINTAGE TECH, LLC, with a principal place of business at 1105 Windham Parkway, Romeoville, Illinois 60446 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY, the TOWN OF CARMEL, the TOWN OF KENT, the TOWN OF PATTERSON, the TOWN OF PHILIPSTOWN, the TOWN OF PUTNAM VALLEY, and the TOWN OF SOUTHEAST (the six aforementioned towns are hereinafter referred to collectively as the "TOWNS") desire to contract with CONTRACTOR to provide an Electronic Waste Recycling Program and related electronic waste services for the COUNTY and the TOWNS (the COUNTY and the TOWNS are hereinafter referred to collectively as the MUNICIPAL PARTIES), as more fully described in this Agreement; and

WHEREAS, CONTRACTOR has the personnel with the necessary qualifications, experience and education, and the resources and/or facilities to provide the services desired by the MUNICIPAL PARTIES, as more fully described in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: CONTRACTOR agrees to provide an Electronic Waste Recycling Program and will furnish all related electronic waste services for the MUNICIPAL PARTIES, as more fully described below:

- a) CONTRACTOR shall provide environmentally responsible collection, environmental disposal and/or recycling of electronic equipment.
- b) CONTRACTOR shall provide each MUNICIPAL PARTY with storage containers to hold all materials collected.
- c) Upon request, CONTRACTOR shall collect materials from each MUNICIPAL PARTY, subject to the CONTRACTOR'S reasonable scheduling needs.
- d) CONTRACTOR shall provide transportation assistance, if requested.
- e) CONTRACTOR shall provide all necessary packaging supplies (pallets, Gaylord boxes, wrap, etc.).
- f) CONTRACTOR shall provide e-Stewards and R2 certified recycling and processing on all electronic items.
- g) CONTRACTOR shall provide the MUNICIPAL PARTIES with all appropriate documents and labels for materials, including, but not limited to, a report detailing the amount of materials collected at each Collection Site.
- h) CONTRACTOR shall provide government compliance notification if requested.

The Parties hereto agree that CONTRACTOR has the exclusive right to collect and dispose of all the MUNICIPAL PARTIES' accumulated idle, obsolete or non-working electronic equipment designated for recycling or disposal. The Parties further agree that CONTRACTOR shall provide NIST 800-88 compliant data erasure and hard drive destruction.

SECOND: The MUNICIPAL PARTIES shall establish regular electronics collection sites (hereinafter referred to as a "Collection Site") for the drop-off of Materials. Each MUNICIPAL PARTY shall be responsible for staffing and operating its respective Collection Site, and shall be responsible for ensuring that items collected at their respective Collection Site consist exclusively of materials suitable for electronics recycling, and that such materials are generally free from all non-electronic items of waste, including without limitation putrescible materials, municipal solid waste, medical waste, yard waste, construction debris, pressurized tanks, and radioactive or hazardous substances that are not inherent to materials (such items being "Non-Conforming Matter"). Each MUNICIPAL PARTY shall be responsible for collecting, segregating and packaging materials into the storage containers, which storage containers shall be provided by the CONTRACTOR, for removal by CONTRACTOR from the Collection Site. The Collection Sites for the MUNICIPAL PARTIES are located at the following addresses:

TOWN OF CARMEL: 454 Route 6N, Mahopac, New York 10541. This Collection Site shall serve as a joint Collection Site for the COUNTY and the TOWN OF CARMEL, which is located on property owned by the COUNTY, and shall be exclusively staffed and exclusively operated by the TOWN OF CARMEL.

TOWN OF KENT: 16 Ray Singer Court, Carmel, New York 10512.

TOWN OF PATTERSON: 271 Cornwall Hill Road, Patterson, New York 12563.

TOWN OF PHILIPSTOWN: 59 Lane Gate Road, Cold Spring, New York 10516.

TOWN OF PUTNAM VALLEY: 265 Oscawana Lake Road, Putnam Valley, New York 10579.

TOWN OF SOUTHEAST: 10 Palmer Road, Brewster, New York 10509.

CONTRACTOR, its agents, employees and representatives shall have reasonable access to the Collections Sites to perform the services contemplated in this Agreement. Each Collection Site shall have sufficient parking, loading and collection areas as may be required to permit the orderly drop-off of materials by the public, and the collection of materials by CONTRACTOR.

THIRD: Once materials have been tendered to CONTRACTOR, CONTRACTOR shall take all appropriate measures to secure collected electronic waste from theft, or from theft of the data stored on such electronic waste.

FOURTH: The Parties agree that title to and liability for materials shall pass from the MUNICIPAL PARTIES to CONTRACTOR upon the completion of loading of the materials at the Collection Site onto the designated vehicles provided by the CONTRACTOR.

FIFTH: CONTRACTOR agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the MUNICIPAL PARTIES.

SIXTH: The term of this Agreement will commence on December 30, 2013 and will terminate on December 31, 2014, unless otherwise terminated in accordance with paragraph "ELEVENTH" hereof. Each MUNICIPAL PARTY reserves the right to renew this Agreement for two (2) additional one (1) year terms.

SEVENTH: For the services described in this Agreement, no fees shall be paid from the MUNICIPAL PARTIES to the CONTRACTOR.

EIGHTH: CONTRACTOR agrees not to hold itself out as an agency, department or office of a MUNICIPAL PARTY, nor shall any of CONTRACTOR'S officers, employees or agents make any claim against a MUNICIPAL PARTY as an officer or employee thereof for such benefit as workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of a MUNICIPAL PARTY.

NINTH: The work to be performed pursuant to the terms of this Agreement shall commence promptly upon assignment of a matter to CONTRACTOR by the duly authorized representative of each of the respective MUNICIPAL PARTIES, and shall be conducted in the best interest of the MUNICIPAL PARTIES.

TENTH: It is understood and agreed by and between the parties hereto that the services to be rendered by CONTRACTOR in performance of this Agreement are a material element of this Agreement. Any failure to provide such services will be deemed a material breach and this Agreement will terminate in accordance with the provisions in paragraph "ELEVENTH" hereof. No substitution of the services of CONTRACTOR by another will be permitted during the term of this Agreement without the express written consent of the MUNICIPAL PARTY respective to its Collection Site.

ELEVENTH: A MUNICIPAL PARTY, upon ten (10) days' notice to CONTRACTOR, may terminate this Agreement in whole or in part when the respective MUNICIPAL PARTY deems it to be in its best interest.

CONTRACTOR, upon thirty (30) days' notice to the COUNTY may terminate this Agreement in whole or in part when CONTRACTOR deems it to be in its best interest.

TWELFTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the MUNICIPAL PARTIES is void. CONTRACTOR will not subdivide any part of the work without the written consent of the MUNICIPAL PARTIES.

THIRTEENTH: CONTRACTOR will comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to CONTRACTOR as an employer of labor or otherwise. CONTRACTOR will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

CONTRACTOR expressly agrees that it shall be solely responsible for supervising its employees; that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

Nothing contained herein to the contrary, the conduct and control of the performance of the services contemplated hereunder lie solely with the CONTRACTOR.

FOURTEENTH: No discrimination by CONTRACTOR will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation, or beliefs.

FIFTEENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, CONTRACTOR agrees to protect, defend, indemnify and hold the COUNTY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

It is further agreed that MUNICIPAL PARTIES are acting as a Collection Site for electronic waste and CONTRACTOR shall hold MUNICIPAL PARTIES harmless from any liability for violation of any law, rule or regulation relating to the disposal of electronic waste for any materials accepted by the CONTRACTOR and removed from each MUNICIPAL PARTIES' Collection Site.

SIXTEENTH: The failure of a MUNICIPAL PARTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by the MUNICIPAL PARTY of any provision hereof shall be implied.

SEVENTEENTH: CONTRACTOR and its employees shall not at any time or in any manner either directly or indirectly use for the personal benefit of CONTRACTOR or divulge, disclose or communicate in any manner any information that is proprietary to the MUNICIPAL PARTIES. CONTRACTOR and its employees shall protect such information and treat it as strictly confidential. This provision will continue to be effective after termination of this Agreement.

EIGHTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

COUNTY ATTORNEY

48 Gleneida Avenue
Carmel, New York 10512

PUTNAM COUNTY DEPARTMENT OF HEALTH

1 Geneva Road
Brewster, New York 10509

To the TOWNS:

TOWN OF CARMEL

60 McAlpin Avenue
Mahopac, New York 10541

TOWN OF KENT

25 Sybil's Crossing
Kent Lakes, New York 10512

TOWN OF PATTERSON

1142 Route 311
Patterson, New York 12563

TOWN OF PHILIPSTOWN

238 Main Street
P.O. Box 155
Cold Spring, New York 10516

TOWN OF PUTNAM VALLEY
265 Oscawana Lake Road
Putnam Valley, New York 10579

TOWN OF SOUTHEAST
1360 Route 22
Brewster, New York 10509

To the CONTRACTOR: **VINTAGE TECH, LLC**
1105 Windham Parkway
Romeoville, Illinois 60446

All notices shall be effective on the date of mailing.

NINETEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TWENTIETH: Use of the singular term MUNICIPAL PARTY in any clause or term of this Agreement shall confer the same benefits, rights, responsibilities, and obligations on all MUNICIPAL PARTIES, as if the plural term MUNICIPAL PARTIES were used.

TWENTY-FIRST: In the event that any clause or term of this Agreement conflicts with any clause or term contained in an attachment or subsequent writing, the clause or term of this Agreement shall govern.

TWENTY-SECOND: In case any provision of this agreement should be held to be invalid, such invalidity shall not affect, in any way, any of the other provisions herein, all of which shall continue in full force and effect, in any country, state or jurisdiction in which such provisions are legal and valid.

TWENTY-THIRD: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

TWENTY-FOURTH: This Agreement is executed in eight (8) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement.

TWENTY-FIFTH: CONTRACTOR is required to provide the following documents to the COUNTY before this Agreement will be finalized and/or executed:

1. "Request for Taxpayer Identification Number and Certification" form (IRS Form W-9).
2. "Notice of Application to Certify Compliance with Federal Law" and "Affidavit of Compliance," in accordance with the provisions of 8 U.S.C. §1324a and Chapter 134 of the Putnam County Code. In the event that CONTRACTOR subcontracts any part of the work under this Agreement in accordance with Paragraph "TWELFTH" of this Agreement, CONTRACTOR shall provide the COUNTY with a completed "Notice of Application to Certify Compliance with Federal Law" and an "Affidavit of Compliance" for each and every subcontractor hired to perform work under this Agreement.
3. Appropriate Certificate of Insurance, in accordance with Paragraph "FIFTEENTH" of this Agreement and the requirements contained in Schedule "A."
4. New York State Department of Environmental Conservation Registration.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

READ & APPROVED

THE COUNTY OF PUTNAM

Date
Adrienne Spadaccini
Senior Deputy County Attorney for
Risk and Compliance

Date
Jennifer S. Bumgarner
County Attorney

Date
William J. Carlin, Jr.
Commissioner of Finance

Date
MaryEllen Odell
County Executive

Date 6/9/14
Allen Beals, M.D., J.D.
Commissioner of Health

Date May 6, 2014
VINTAGE TECH, LLC
1105 Windham Parkway
Romeoville, Illinois 60446

By: Karrie Gibson CEO
Please Print Name & Title



Date 6/5/14

TOWN OF CARMEL
60 McAlpin Avenue
Mahopac, New York 10541

By: _____
Please Print Name & Title

Date

TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

By: _____
Please Print Name & Title

Date

TOWN OF PATTERSON
1142 Route 311
Patterson, New York 12563

By: _____
Please Print Name & Title

Date

TOWN OF PHILIPSTOWN
238 Main Street
P.O. Box 155
Cold Spring, New York 10516

By: _____
Please Print Name & Title

Date _____

TOWN OF PUTNAM VALLEY

265 Oscawana Lake Road

Putnam Valley, New York 10579

By: _____

Please Print Name & Title

Date _____

TOWN OF SOUTHEAST

1360 Route 22

Brewster, New York 10509

By: _____

Please Print Name & Title

ACKNOWLEDGMENT OF PUTNAM COUNTY:

STATE OF NEW YORK)
) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came MARYELLEN ODELL to me known, who being by me duly sworn, did depose and say that she resides in Putnam County, New York; that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR:

STATE OF IL)
) ss.:

COUNTY OF Will)

On this 6th day of May, 2014 before me personally came Karrie Gibson to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



Lori Welch
Notary Public

ACKNOWLEDGMENT OF TOWN OF CARMEL:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this 5th day of June, 2014 before me personally came
Kenneth Schmidt to me known and known to me to be the person
described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same.

PHYLLIS HUNT BOURGES
Notary Public, State of New York
No. 01BO4798459
Qualified in Putnam County
Certificate Filed in New York County
Commission Expires July 31, 2017


Notary Public

ACKNOWLEDGMENT OF TOWN OF KENT:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came
_____ to me known and known to me to be the person
described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same.

Notary Public



ACKNOWLEDGMENT OF TOWN OF PATTERSON:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came
_____ to me known and known to me to be the person
described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF PHILIPSTOWN:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came
_____ to me known and known to me to be the person
described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF PUTNAM VALLEY:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came
_____ to me known and known to me to be the person
described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF SOUTHEAST:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came
_____ to me known and known to me to be the person
described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same.

Notary Public

SCHEDULE A

PUTNAM COUNTY INSURANCE REQUIREMENTS

I. It is the requirement of the County of Putnam that for work performed under contract and/or permit authorized by the County and/or any event or performance conducted on county property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

- Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the county and/or highway department in forms satisfactory to the County and/or Highway Department.
- All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.
- All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.
- When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

II. The Contractor shall provide and maintain at its own expense the following minimum insurance coverage:

A. Workers' Compensation Insurance - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a C105,2 form, SI 12 form, CE-200 form or U-26,3 - all of these forms are available through your carrier.

B. Commercial General Liability Insurance - Each policy must cover all operations and all locations involved in the contract and include the following:

- \$1,000,000 for each occurrence
- \$50,000 for the Fire Damage Legal Liability Limit
- \$5,000 for the Medical Expense Limit
- \$1,000,000 for the Personal & Advertising Injury Limit
- \$2,000,000 for the General Aggregate Limit
- \$2,000,000 for the Products/Completed Operations Aggregate Limit

C. Commercial Automobile Liability Insurance - Each policy must cover all operations and locations involved in the contract and including the following:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-Owned Automobiles

Unless specifically required, each policy shall provide Combined Single Limits of not less than \$1,000,000 for Bodily Injury and Property Damage.

D. Professional Liability Insurance (if applicable) - Each policy must cover errors and omissions. The policy limit shall be no less than \$1,000,000 per claim.

E. Excess Liability Insurance or an Umbrella Policy (if applicable) - A policy is required if the amount paid under the contract is above \$100,000. The limits required on the policy depend on the total contract amount.

- \$100,000 - \$250,000 - 1 million
- \$250,001 - \$500,000 - 5 million
- \$500,000+ - 10 million

F. Bid, Performance/Payment, Labor & Material Bonds - A policy is required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing.

III. Specific information **MUST** appear on each and every Insurance Certificate provided to the County.

A. The following must appear under the section entitled, "Certificate Holder"

**COUNTY OF PUTNAM
48 GLENEIDA AVENUE
CARMEL, NEW YORK 10512
ATTN.: LAW DEPT./RISK MANAGER**

B. The following language must appear in the section entitled, "Description of Operations/Locations, etc.":

"Putnam County is included as an additional insured except for Professional Liability and Workers' Compensation."

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its 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.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Assurance Agency, Ltd
1760 E Golf Road
Suite 1100
Schaumburg IL 60173

CONTACT
NAME: Carl Simon
PHONE: (847) 483-7114
FAX: (847) 483-8123
EMAIL: CSimon@AssuranceAgency.com

INSURED
VINTEC-01
Vintage Tech Recyclers, LLC
1105 Winham Pkwy
Romeoville IL 60446

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 45319188

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDENDUM (INSR) CODE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-PORT <input type="checkbox"/> LOC		H8301D208405CT1 3	12/1/2013	12/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		H8301D208405CT1 3	12/1/2013	12/1/2014	UNLIMITED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$0		HSMCUP1D208405TIL13	12/1/2013	12/1/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 Prod. Comp. Ops. \$4,000,000
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	12/1/2013	12/1/2014	<input checked="" type="checkbox"/> WORKERS COMP EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - EA EMPLOYEE \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: All Work Performed by the Named Insured on Behalf of the Certificate Holder

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability and Automobile Liability on a Primary & Non-Contributory basis with respect to operations performed by the Named Insured in connection with this project:

1) County of Putnam
See Attached...

CERTIFICATE HOLDER

County Of Putnam
Attn: Law Dept./Risk Manager
48 Glenaida Avenue
Carmel NY 10512

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David B. Gerson

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AGENCY CUSTOMER ID: VINTTEC-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance Agency, Ltd		NAMED INSURED Vintage Tech Recyclers, LLC 1105 Winham Pkwy Romeoville IL 60446	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation in favor of the above entities applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

Umbrella Follows Form to Primary.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) VINTAGE TECH RECYCLERS, LLC 1105 WINDHAM PKWY ROMEOVILLE, IL 60446 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (630) 305-0822 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 20-3535847
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF PUTNAM 48 GLENEIDA AVENUE CARMEL, NEW YORK 10512 ATTN: LAW DEPT./RISK MANAGER	3a. Name of Insurance Carrier Travelers Property Casualty Company of America 3b. Policy Number of entity listed in box "1a" HHUB-1D95191-5-13 3c. Policy effective period 04-21-2013 to 04-21-2014 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days if a policy is canceled due to nonpayment of premiums or within 30 days if there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Debra Browning
(Print name of authorized representative or licensed agent of insurance carrier)
 Approved by: *Debra Browning* 12-10-2013
(Signature) (Date)
 Title: Compliance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-570-6579

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

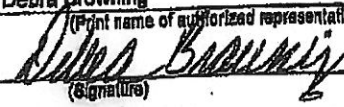
1a. Legal Name & Address of Insured (Use street address only) VINTAGE TECH RECYCLERS, LLC 1105 WINDHAM PKWY ROMEIOVILLE, IL 60448	1b. Business Telephone Number of Insured (630) 305-0922 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 20-3535847
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF PUTNAM 48 GLENEIDA AVENUE CARMEL, NEW YORK 10512 ATTN: LAW DEPT./RISK MANAGER	3a. Name of Insurance Carrier Travelers Property Casualty Company of America 3b. Policy Number of entity listed in box "1a" HHUB-1D98191-5-13 3c. Policy effective period 04-21-2013 to 04-21-2014 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Debra Browning
(Print name of authorized representative or licensed agent of insurance carrier)
Approved by:  12-10-2013
(Signature) (Date)
Title: Compliance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-570-6579

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Return Stamp Dated
Confirmation in Attached Envelope
Or Fax to (877) 255-4907
Thank You

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
VINTAGE TECH, LLC

Business name disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual sole proprietor ☐ Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) **P** ☐ Exempt payee
☐ Other (see instructions) >

Address (number, street, and apt. or suite no.)
1105 WINDHAM PARKWAY

City, state, and ZIP code
ROMEDEVILLE, IL 60448

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			
--	--	--	---	--	--	--

Employer identification number

4	8	-	3	8	1	1	8	9	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person > *[Signature]* Date > **11/17/13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Contract # _____

PUTNAM COUNTY PURCHASING DEPARTMENT
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES
To be completed by Applicant/Covered Employer/Owner

EMPLOYER/BUSINESS/COMPANY NAME: Vintage Tech LLC

(1) ADDRESS: 1105 Windham Parkway, Romeville, IL 60446

(2) VENDOR # _____ (if known) (3) CONTRACT ID: _____ (if known)

(4) CONTACT: Seth Smith (5) TELEPHONE: 815-931-8318

(6) TERM OF CONTRACT OR EXTENSION: _____

(7) AMOUNT OF CONTRACT OR EXTENSION: _____

(8) BRIEF DESCRIPTION OF PROJECT OR SERVICE: E-Waste Recycling Service

SUBCONTRACTOR: _____

(1) ADDRESS: _____

(2) VENDOR # _____ (3) TELEPHONE: _____

(4) CONTACT: _____

(5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

(6) EVIDENCE OF COMPLIANCE: COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN PUTNAM COUNTY CODE, CHAPTER 134, SECTION 5:

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and (2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

AFFIDAVIT OF COMPLIANCE
WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

STATE OF ~~NEW YORK~~ ^{Illinois} COUNTY OF Will

Seth Smith
Vintage Tech LLC, being duly sworn, deposes and says:
(print name of deponent)

1. I am the owner/authorized representative of Vintage Tech LLC
(circle one) (name of corp., business, company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Putnam County Code Chapter

[Signature]
(signature of deponent)

Subscribed and sworn to before me this 10 day of December

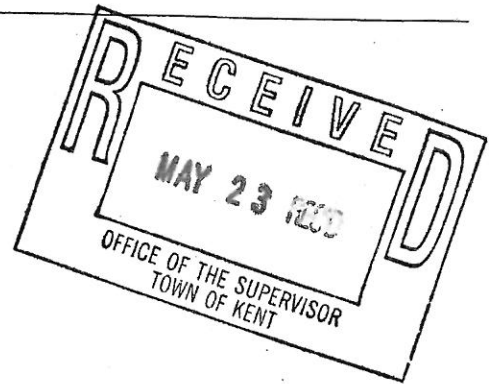
Notary Public, State of ~~New York~~

Illinois



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

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



Date: May 23, 2014
From: The Kent Planning Board
To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att.
Paul Denbaum
Bill Huestis
Penny Osborne
Michael Tierney

CC: W. Walters, Building Inspector - w/Att
L. Cappelli, Town Clerk - w/Att
T. Curtiss
SCOTTFREY@YAHOO.COM

J. Ramos - w/Att.
Finance Department - w/Att.

RE: Erosion and Sediment Control Bond
Alou Corporation/Scott Frey
P. O. Box 664
Cross River, NY 10518
For property located at:
Bowen Road
Kent, NY 10512
Tax Map: 22.-1-24

Please find attached the following documents pertaining to the above Erosion Control Bond:

- Memo from Julie Mangarillo, Rohde, Soyka & Andrews dated July 11, 2013 recommending to the Planning Board that the Erosion Control Bond for the Alou Corporation be accepted and forwarded to the Town Board.
- A Copy of Mahopac National Bank Check #1138, dated May 20, 2014 in the amount of \$1,000.00 from AlouCorporation/Scott Frey for an Initial Inspection.
- A Copy of Mahopac National Bank Check #1139, dated May 20, 2014 in the amount of \$5,600.00 from AlouCorporation/Scott Frey for an Erosion Control Bond Permit.

It would be greatly appreciated if this could be put on your agenda for June 3, 2014.

Thanks very much.



10
11/14

PUTNAM HANDYMAN CONST.

282 Towners Rd. Carmel NY 10512 PC:5478

putnamhandyman@yahoo.com (914)588-7555

May 27, 2014

Town of Kent Zoning Enforcement Officer

William Looney

25 Sybils Crossing

Kent Lakes N.Y. 10512

Dear Bill,

Here is a copy of the proposal you requested in order to clean up the properties located at 34 Larchmont Rd and 16 Ashburton Rd.

34 Larchmont Rd

We will be removing the excessive brush that has piled up in the front of the property and disposing of it. The area that was covered in the brush will be trimmed down to clean up the appearance of the property.

\$350

16 Ashburton Rd

At this location we will be clearing the property of the overgrowth and removing fallen tree debris and chipping it. The yard will be trimmed then mowed removing all the excess trimmings. The brush encroaching on the house will cut back and removed.

\$750

This is an accurate proposal of the work to be completed for each property currently there and does not include any unforeseen circumstances that may arise. This proposal is good for 30 days. Thank you for choosing Putnam Handyman Construction and our affiliates and we look forward to working with you soon.

Timothy Proctor

Owner/Operator

W
#12

PUTNAM HANDYMAN CONST.

282 Towners Rd. Carmel NY 10512 PC:5478

putnamhandyman@yahoo.com (914)588-7555

June 7, 2014

Town of Kent Zoning Enforcement Officer

William Looney

25 Sybils Crossing

Kent Lakes N.Y. 10512

Dear Bill,

Here is a copy of the proposal you requested in order to clean up the properties located at 143 Kentview Dr and 611 Rt 52.

143 Kentview Dr

At this property we will clear the land of downed debris, mow and trim. We will remove all of the debris from the location and dispose of it and blow off the hard surfaces.

\$350

611 Rt 52

At this property we will start by clearing the tall grass and disposing of it. The property will then be mowed in areas that will allow access with the machine and trimmed to house. The property will be cleared and hard surfaces will be blown off.

\$700

This is an accurate proposal of the work to be completed for each property currently there and does not include any unforeseen circumstances that may arise. This proposal is good for 30 days. Thank you for choosing Putnam Handyman Construction and our affiliates and we look forward to working with you soon.

Timothy Proctor

Owner/Operator

CODE ENFORCEMENT
OF
TOWN OF KENT, PUTNAM COUNTY, NEW YORK
845-306-5598

COPY

ORDER TO REMEDY VIOLATION

Location: 611 ROUTE 52, CARMEL, N.Y. 10512.
Map NO: 33.33-1-8

Date: June 3, 2014

TO: PATRICA BLAKE

Address/Owner/Agent: 611 ROUTE 52, CARMEL, N.Y. 10512.

PLEASE TAKE NOTICE THERE EXISTS A VIOLATION OF: **PROPERTY MAINTENANCE FOUND IN SECTION 55A-11 SUB B. (1) (b) OF THE TOWN ORDINANCES OF THE TOWN OF KENT.**

The State Building Construction Code
Zoning Ordinances

 X

Other Applicable Laws, Ordinances or Regulations

at premises hereinafter described in that:

OWNER HAS FAILED TO MAINTAIN EXTERIOR PROPERTY FREE OF EXCESS GRASS/WEED GROWTH AS DEPICTED IN ENCLOSED PHOTO IN VIOLATION OF AFOREMENTIONED STATUTE.

OWNER HAS TEN DAYS FROM THIS DATE OF SERVICE TO SUBMIT A WRITTEN REQUEST TO THIS OFFICE FOR A HEARING TO DISCUSS REMEDIAL ACTION TO ABATE THE STATED ISSUES.

(OVER)



OVERGROWTH OF GRASS/WEEDS MUST BE TRIMMED TO CORRECT THE MATTER.

IF THE ABOVE LISTED VIOLATION IS NOT CORRECTED, NOR WRITTEN NOTICE RECEIVED, THE TOWN WILL CONTRACT WITH A VENDER TO ADDRESS THE ISSUES AND THE FEE THE COMPANY PRESENTS WILL BE CHARGED TO THE PROPERTY OWNER. ADDITIONALLY IF THE PROPERTY OWNERS FAIL TO PAY THE TOWN BILL THE DEBT WILL BE ATTACHED TO THE OWNER TAX BILL PAYABLE ON THE NEXT INSTALLMENT.

YOU ARE THEREFORE DIRECTED AND

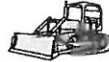
ORDERED to comply with the law and to remedy the conditions above mentioned within the time constraints stated above. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.

WILLIAM LOONEY,
ZONING ENFORCEMENT OFFICER, TOWN OF KENT.

dirt & demolition guys



of
New York
LLC



Commercial & Residential Excavation

Provide Estimate

Property Preservation Division

Bob (845) 527-6676

Randy (203) 823-3429

DATE 06/04/2014

TO: TOWN OF KENT

Provide Estimate

217-15-3
~~RT-55 KENT NY~~

Property Preservation Services

RE:

CONTACT	WO#	CLIENT WO#	ORDER DATE	ORDER RECEIVED	ORDER DUE	ORDER COMPLETED
Randy	12051523	6591322	06-01-14	06-04-14	06-30-14	N/A

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	<ul style="list-style-type: none">- Provide Estimate TO REMOVE ALL PLATES IN SIDE YARD- REMOVE ALL TRASH IN REAR YARD AT WOOD LINE CONSITING OF BUILDING DEBRIS, TRASH, TIRES, ECT. SUPPLYING OF DUMPSTER TO BE HUALED OFF SITE, EQUIPMENT NEED FOR CLEAN UP .------		\$ 5725.00
TOTAL			\$5725.00

CODE ENFORCEMENT
OF
TOWN OF KENT, PUTNAM COUNTY, NEW YORK
845-306-5598

COPY

ORDER TO REMEDY VIOLATION

Location: 217 ROUTE 52, CARMEL, N.Y. 10512.
Map NO: 44.9-2-19

Date: April 28, 2014

TO: ANTHONY PORTO

Address/Owner/Agent: PO BOX 667, CARMEL, N.Y. 10512

PLEASE TAKE NOTICE THERE EXISTS A VIOLATION OF: **PROPERTY MAINTENANCE**

(A. In furtherance of the purposes of this chapter, it shall be the duty and responsibility of the owner, operator or occupant of premises to comply with all of the requirements and standards of this chapter, to keep the premises free of conditions which constitute violations hereof and to promptly remove, prevent or abate such conditions.)

B.

Maintenance of exterior.

(1)

The exterior of all premises shall be kept free of the following matter, materials or conditions:

(a)

Refuse or rubbish as hereinbefore defined.)

FOUND IN SECTION 55A-11 SUB B. (1) (a) OF THE TOWN ORDINANCES OF THE TOWN OF KENT.

The State Building Construction Code

Zoning Ordinances

Other Applicable Laws, Ordinances or Regulations

 X

at premises hereinafter described in that:

OWNER HAS FAILED TO KEEP THE EXTERIOR AREA OF SITE FREE OF REFUSE OR RUBBISH AS DESCRIBED BY CODE AND DEPICTED IN ENCLOSED PHOTOS.

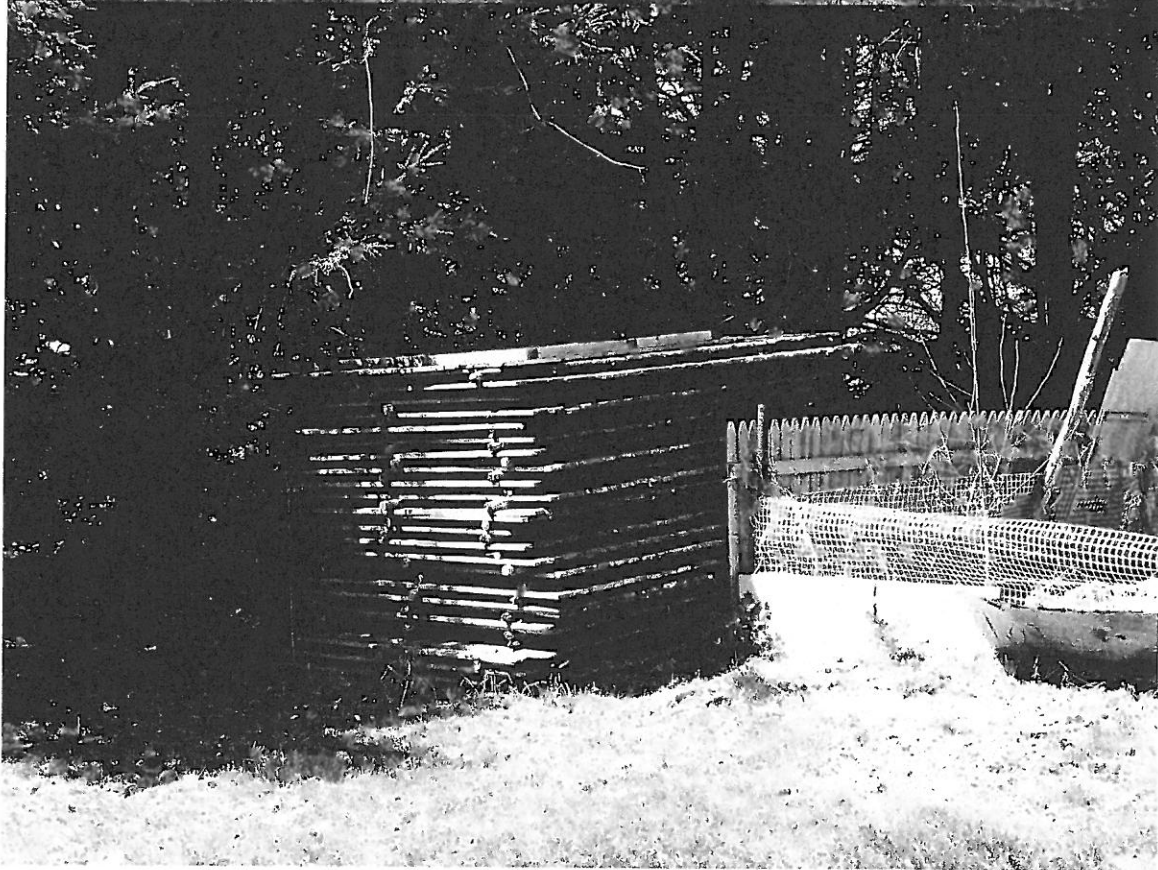
OWNER HAS TEN DAYS FROM THIS DATE OF SERVICE TO SUBMIT A WRITTEN REQUEST TO THIS OFFICE FOR A HEARING TO DISCUSS REMEDIAL ACTION TO ABATE THE STATED ISSUES.

(SEE FOLLOWING PAGES)









OWNER MUST REMOVE ALL METAL, PLASTIC, WOOD, TIRES, MATTRESSES, AND OTHER DEBRIS FROM SITE.

IF THE ABOVE LISTED VIOLATION IS NOT CORRECTED, NOR WRITTEN NOTICE RECEIVED, THE TOWN WILL CONTRACT WITH A VENDER TO ADDRESS THE ISSUES AND THE FEE THE COMPANY PRESENTS WILL BE CHARGED TO THE PROPERTY OWNER. ADDITIONALLY IF THE PROPERTY OWNER FAILS TO PAY THE TOWN BILL THE DEBT WILL BE ATTACHED TO THE OWNER'S TAX BILL PAYABLE ON THE NEXT INSTALLMENT.

YOU ARE THEREFORE DIRECTED AND ORDERED

to comply with the law and to remedy the conditions above mentioned within the time constraints stated above. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.

**WILLIAM LOONEY,
ZONING ENFORCEMENT OFFICER,
TOWN OF KENT.**