

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, June 4, 2019**

Public Hearing – 7:00 p.m.

Proposed Local Law for maintenance of ancient roads

Workshop –

1. Pledge of Allegiance
2. Request to reconsider hours of solicitation Town Code – §53-7 Hours of business
3. Maintenance of abandoned cemeteries
4. Recycling – set fees for eWaste
5. LCPD – hiring of seasonal lifeguards and park maintenance helpers
6. Recreation – Community Day vendors
7. Code Enforcer – violations for TM# 33.35-1-44
8. I-84 proposed exit number changes
9. Announcements
10. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a. Extend Cemetery Maintenance Agreement
 - b. Teamsters Local 456 contract
 - c. Set fees for eWaste
 - d. Hiring of lifeguards for LCPD
 - e. Hiring of seasonal park maintenance helpers
 - f. Community Day proposals for inflatable amusements
 - g. Community Day proposals for tables, tents and chairs
 - h. Hiring of Park Maintenance Worker
 - i. Proposal to correct violations at TM# 33.35-1-44
3. Vouchers and Claims
4. Public comment

TOWN OF KENT
AMENDMENT TO
CHAPTER 57
OF THE KENT TOWN CODE

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

Section 1. A new Article IV entitled “Ancient Subdivisions” shall be added to Chapter 57 regarding “Roads and Roadways” to read as follows:

§57-31. Purpose and Authority.

- A. Municipal Home Rule Law §10(1)(12) authorizes the Town Board to adopt local laws for the protection, order, conduct, safety, health and well-being of persons or property within the Town of Kent. In furtherance of such goals, all roadways in the Town of Kent should be maintained at all times in the best interests of the health, safety and general welfare of its residents and others who travel along the roads within the Town of Kent, including roads which have been dedicated to the Town as well as certain private roads which have not been dedicated because they cannot be accepted by the Town as they do not comply with current minimum road standards.
- B. Town Highway Vehicles regularly traverse private roads, commercial and public connector roads and parking lots in order to expedite plowing efficiency, and this established practice benefits all Town residents.
- C. There are three subdivisions within the Town of Kent that were created prior to the advent of the Town Zoning Board of Appeals, the Town Planning Board and all zoning laws, including the Town zoning ordinance, and were therefore not subject to modern zoning laws and as a result, the roads within these subdivisions were constructed to widths which are below minimum acceptable standards for traffic. Therefore, the Town of Kent cannot accept these roads as “Highway by Use” because of the substandard condition of the existing roads.
- D. Private contractors ~~have been unable or unwilling~~ do not have the ability to maintain these roads so that they are accessible and passable during all times, particularly emergency situations and inclement weather, and the Chief of Police, the Kent Fire Department, the Lake Carmel Fire Department and the Department of Environmental Conservation all require ~~the~~ certain roads in these three subdivisions; namely White Pond Colony, Sedgewood Club and Hill & Dale County Club (the “Ancient Subdivisions”) as set forth on the attached, be accessible at all times for emergency situations.
- E. The Town of Kent adopted an Ancient Roads policy on March 7, 2018, authorizing the Town Highway Department to maintain and repair certain private roads.

§57-32. Agreement.

A. The Town Board is hereby authorized to enter into a written agreement with each of the Ancient Subdivisions to permit the Highway Department to perform the following services:

1. Remove fallen trees from the roadways.
2. Patch potholes on an emergency basis.
3. Plow and sand roads during inclement weather.
4. ~~Perform such other services as necessary to maintain the roads in the ancient subdivisions so that emergency services and school buses have access to those roads at all times, the cost of materials to be reimbursed.~~

B. The costs for materials will be paid to the Highway Superintendent prior to the performance of any repairs in order to ensure compliance with the New York State Constitution's restriction of gifts of public credit to private entities.

C. The costs for the use of Highway Department machinery and labor have already been paid by the residents of the Ancient Subdivisions in taxes which are paid by all Town residents.

Section 2. This local law shall take effect immediately.

Dated: June ____, 2019

BY THE ORDER OF THE TOWN BOARD
TOWN OF KENT

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



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: highwaykent@townofkentny.gov

ROADS TO BE SPECIFICALLY INCLUDED FOR ANCIENT SUBDIVISION LOCAL LAW

HILL AND DALE COUNTRY CLUB

HEMLOCK TRAIL COURT
PALMER TRAIL
PINE TRAIL
MAPLE TRAIL COURT
PERRY TRAIL
BRYANT TRAIL
FIR TRAIL COURT
BIRCH TRAIL
LAKE TRAIL
BROOK TRAIL
WILLOW TRAIL COURT
OAK TRAIL COURT
HICKORY TRAIL COURT
BEECH TRAIL

WHITE POND COLONY

WHITE POND COLONY ROAD EAST
WHITE POND COLONY ROAD WEST

SEDGEWOOD CLUB

KITTREDGE DRIVE
BARRETT CIRCLE COURT
BARRETT CIRCLE WEST
GOLF RIDGE ROAD

LYNN PINKER COX HURST

JEREMY A. FIELDING, PLLC
Partner

D 214 981 3803
F 214 981 3839
jfielding@lynnllp.com

Lynn Pinker Cox & Hurst, LLP
2100 Ross Avenue
Suite 2700
Dallas, Texas 75201
lynnllp.com

May 28, 2019

Via Electronic Mail: ntag@hoganandrossi.com

Ms. Nancy Tagliaferro
Town Attorney, Town of Kent, NY
Hogan & Rossi
3 Starr Ridge Rd. #200
Brewster, NY 10509

Re: Town of Kent's Unconstitutional Solicitation Curfew

Dear Ms. Tagliaferro:

My firm represents Aptive Environmental, LLC ("Aptive"), a nationwide pest control company providing regular pest control services to thousands of satisfied customers in dozens of New York cities and towns. Aptive's initial sales are made almost exclusively through door-to-door solicitation. Because most residents have work, school, or other obligations keeping them away from their homes during typical working hours, most of Aptive's sales occur in the evening hours before 9:00 p.m.

Aptive understands and appreciates the Town of Kent's desire to create and maintain rules governing door-to-door solicitation. Aptive believes such regulations – when reasonably drawn – provide important assurances that solicitation efforts in the Town will be safe and free from abusive practices. As such, Aptive places the highest priority on its compliance with such rules. That said, when these regulations cross a constitutional line – by, for instance, imposing an unconstitutional curfew – Aptive must insist that these improper regulations be repealed. Not only are such regulations unconstitutional – both facially and as applied – but they also have a direct and substantial impact on Aptive's business viability and profits. To protect Aptive's First Amendment freedoms, and to remedy the harm caused by the Town's unconstitutional solicitation curfew, Aptive has retained my firm.

The Town of Kent's solicitation curfew, found at § 53-7 of the Town Code, restricting solicitation to the hours between 10:00 am and 4:00 pm violates the First and Fourteenth Amendments of the United States Constitution. Just last year Aptive secured a temporary restraining order in New Jersey federal court against Woodcliff Lake, New Jersey's enforcement of a similar (yet *less* restrictive) 6:00 p.m. solicitation curfew. *See Aptive Environmental, LLC v. Borough of Woodcliff Lake, New Jersey*, No. 2:18-cv-10891-SDW-LDW (D.N.J. June 22, 2018). *See also* Order to Show Cause, attached hereto. The Court granted the TRO because the Supreme Court has unequivocally held that the loss of First Amendment freedoms, for any amount of time, constitutes *per se* irreparable harm. *Elrod v. Burns*, 427 U.S. 347, 373 (1976) ("The loss of First

Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury.”). Aptive will not hesitate to seek the same relief against the Town’s enforcement of its curfew, which is currently inflicting irreparable harm upon Aptive’s First Amendment freedoms.

Aptive desires to resolve these constitutional issues amicably and without litigation, and it has done so with nearly every municipality having a solicitation curfew. Nevertheless, some municipalities have chosen to take this issue to trial. Just last year, in the lawsuit captioned *Aptive Environmental, LLC v. Town of Castle Rock, Colorado*, the United States District Court for the District of Colorado invalidated the Town of Castle Rock, Colorado’s 7:00 p.m. solicitation curfew, holding that the curfew was an unconstitutional restriction on commercial speech. *See* Court’s Judgment, attached hereto. Our firm initiated, prosecuted, and tried this case on behalf of Aptive, and as the prevailing party, Aptive recovered more than half a million dollars in attorneys’ fees.

The Court struck this curfew despite Castle Rock’s purported justifications of protecting residents’ privacy and safety. *See also City of Watseka v. Illinois Public Action Counsel*, 796 F.2d 1547, 1556-57 (7th Cir. 1986) (invalidating 5:00 p.m. solicitation curfew despite the city’s objective of protecting privacy and preventing crime). To give you a more complete overview of the case law a municipality defending a pre-9:00 p.m. curfew must contend with, I have attached the summary judgment briefing in the *Castle Rock* case.

The District of Colorado’s decision in the *Castle Rock* case is consistent with what the U.S. Supreme Court and five federal circuit courts have uniformly held: that municipal ordinances prohibiting door-to-door solicitation before 9:00 p.m. are unconstitutional. *See Project 80’s Inc. v. City of Pocatello*, 942 F. 2d 635 (9th Cir. 1991) (rejecting total ban on commercial solicitation); *City of Watseka v. Illinois Public Action Council*, 479 U.S. 1048 (1987) (affirming that 5:00 p.m. curfew was unconstitutional); *Ohio Citizen Action v. City of Englewood*, 671 F.3d 564 (6th Cir. 2012) (invalidating 6:00 p.m. curfew); *City of Watseka v. Illinois Public Action Counsel*, 796 F.2d 1547 (7th Cir. 1986) (invalidating 5:00 p.m. curfew); *New Jersey Citizen Action v. Edison Township*, 797 F.2d 1250 (3d Cir. 1986) (invalidating 5:00 p.m., 6:00 p.m. and sunset curfews); *Wisconsin Action Coalition v. City of Kenosha*, 767 F.2d 1248 (7th Cir. 1985) (invalidating 8:00 p.m. curfew); and *Association of Community Organizations for Reform v. City of Frontenac*, 714 F.2d 813 (8th Cir. 1983) (invalidating 6:00 p.m. curfew).

The holdings of these cases clearly indicate that the Town’s 4:00 p.m. solicitation curfew is unconstitutional. The solicitation curfew further violates the right of citizens of the Town to receive information, which is another protected First Amendment freedom. *Bd. Of Educ., Island Trees Union Free Sch. Dist. Number 26 v. Pisco*, 457 U.S. 853, 867 (1982).

Aptive’s damages from the unconstitutional solicitation curfew and licensing process are significant. In 2018 alone, Aptive generated millions of dollars in door-to-door sales in New York, with the majority of these sales occurring between 4:00 p.m. and dusk. Aptive is thus losing thousands of dollars in sales every day it is prohibited by the unconstitutional curfew from soliciting after 4:00 p.m. in Kent. Federal law entitles Aptive to recover damages incurred due to

the Town's enforcement of the unconstitutional solicitation curfew. Federal law also entitles Aptive to recover attorneys' fees and costs in any suit brought to remedy the Town's constitutional violations pursuant to 42 U.S.C. § 1983 and 42 U.S.C. § 1988. For your information, my billing rate is \$625.00 per hour.

If Aptive is forced to litigate this matter with the Town of Kent, it will seek recovery of the full extent of its damages, including its lost profits and attorneys' fees – just as it did against Woodcliff Lake, New Jersey and Castle Rock, Colorado. Aptive sincerely hopes, however, that this outcome can be avoided. Aptive is accordingly willing to forgo its rights to seek the recovery of its lost profits, provided the Town agrees to immediately cease and desist enforcement of its solicitation curfew, found at § 53-7 of the Town Code, and repeal or amend this section of the Code to extend the curfew to 30 minutes after sunset. To this end, we request that you provide us with the Town's written assurances, as soon as possible, but by no means later than *this Friday, May 31, 2019*, that the Town has complied, or is taking immediate steps to fully comply, with our request. Each day that this unconstitutional curfew is enforced costs Aptive thousands of dollars in lost revenue and profits. Accordingly, should the Town elect to maintain its present curfew, Aptive will have no choice but to bring suit in federal court and seek immediate injunctive and compensatory relief.

As noted above, Aptive's sincere desire is to resolve this matter without the need for litigation. If, however, the Town of Kent refuses to suspend and repeal its curfew and suit becomes necessary, be advised that any subsequent settlement of this matter must include payment of Aptive's lost profits, as well as Aptive's attorneys' fees in connection with filing suit – to which Aptive is entitled pursuant to 42 U.S.C. § 1983 and 42 U.S.C. § 1988.

We sincerely hope that you will understand Aptive's need and determination to vigilantly protect its valuable First Amendment freedoms. We are willing, and hopeful, that we will be able to resolve this dispute in an amicable manner. Accordingly, if you believe it would be productive to discuss a mutually agreeable compromise that adequately protects Aptive's First Amendment rights, please do not hesitate to contact me and we would be happy to arrange such a conversation at a mutually convenient time. This letter is written without prejudice to Aptive's rights and remedies, all of which are hereby expressly reserved. Please direct all future correspondence related to the issues in this letter to me and my colleagues, Jon Kelley, Clint Cowan, and Rebecca Adams.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon", with a long horizontal line extending to the right.

Jeremy A. Fielding, PLLC

Chapter 53. Peddlers and Solicitors

§ 53-7. Hours of business.

[Added 3-26-1973]

Peddling, soliciting and canvassing shall be permitted only between the hours of 10:00 a.m. and 4:00 p.m., except upon specific invitation or establishment of an appointment by a resident of the Town of Kent.



Town of Kent Proposed Fees for eWaste

Adding machine (small)	\$5.00
Air Purifier	\$10.00
Apple Router	\$5.00
Blue Ray player	\$5.00
Cable Converter	\$5.00
Copier (home)	\$10.00
Dell Tower	\$15.00
DVD player	\$10.00
Electric Drums	\$5.00
Key board with connect	\$5.00
Metal Detector	\$5.00
Monitor (small and flat)	\$5.00
Speaker (small)	\$5.00
Stereo	\$15.00
Turntable	\$10.00
TV (small) old model	\$20.00
TV (flat)	\$15.00
Wii	\$5.00

Tamara Harrison

From: Lcpd Clerk
Sent: Monday, June 03, 2019 11:55 AM
To: Maureen Fleming
Cc: Tamara Harrison
Subject: Lifeguard Hires for the Lake Carmel Park District
Attachments: Rate of Pay 2019 Hires as of june 3.docx

Andrea McKinley, Lifeguard Supervisor - Lake Carmel Park District, would like to submit the following list of Head Guards, Beach Captains and Lifeguards for re-hire and request they be placed on the agenda for review June 4. All the applicants are returning guards, salaries for 2019 are listed on the attached.

Thank you.



Heidi Link
Town of Kent, NY

Lake Carmel Park District Clerk
25 Sybil's Crossing
Kent Lakes, NY 10512
Telephone: (845) 306-5602
Fax: (845) 225-5130
lcpdclerk@townofkentny.gov
www.townofkentny.gov/lcpd_home.htm

a

Lake Carmel Lifeguard Rate of Pay Summer 2019

Name	Rate 2019
Andrea McKinley-Supervisor	\$9,250.00
Jessica Sander- Head Guard	\$15.00
Kaitlyn Smith- Head Guard- part time	\$15.00
N/A- Water Safety Instructor	\$14.00
1. Julia Platt-BC	\$13.00
2. William Salisbury- BC	\$13.00
3. Brendan Donelan- LG	\$11.10
4. Daphne Alicea- LG	\$11.10
5. Katelyn McDougal-LG	\$11.10
6. Vincent Zappolo-LG	\$11.10
7. Bridget Donelan- LG	\$11.10
8. Jenna Dzubak-LG	\$11.10
9. Joshua Fernandez-LG	\$11.10
10. Kathryn Salisbury-LG	\$11.10

BC = Beach Captain

LG= Lifeguard

NH=New Hire

Tamara Harrison

From: Lcpd Clerk
Sent: Monday, June 03, 2019 9:39 AM
To: Maureen Fleming
Cc: Tamara Harrison
Subject: Lake Carmel Parks Maintenance Seasonal Hires
Attachments: DOC060319-06032019093425.pdf

Bob Nix, Crew Chief for the Lake Carmel Park District, is recommending the hiring of the following applicants to fill seasonal positions for the park district at a rate of \$11.10 for a maximum of 40 hours per week.

Joseph John Ilacqua
Sean Luke Ferris
Joseph Vincent Grippo

Attached please find their applications.

Regards,



Heidi Link

Town of Kent, NY

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

Telephone: (845) 306-5602

Fax: (845) 225-5130

lcpdclerk@townofkentny.gov

www.townofkentny.gov/lcpd_home.htm

Tamara Harrison

From: Recreation
Sent: Tuesday, May 28, 2019 3:43 PM
To: Tamara Harrison
Subject: Kent Community Day - Amusement Proposals
Attachments: KCD2019 - New England Bounce Quote.pdf

Tamara,

As per our discussion earlier today, I have been in contact with 15 event companies regarding proposals for inflatable amusements for Kent Community Day. Those companies are as follows:

Aardvark Amusements
 Dave's Cast of Characters
 Durant's Tents & Events
 Fun Factor Inflatables
 Fun Time Amusements
 Fun Zone Inflatables
 Inflatable Party Adventures
 Just 4 Fun
 K & A House of Bounce
 New England Bounce About
 Party All the Time Rentals
 PartyTime Rentals
 Send in the Clowns
 Super Fun Inflatables
 The Party Hopper

Only one of these companies submitted a quote this year, that being New England Bounce About who we have used for inflatable amusements at Kent Community Day for the past few years. After careful review of New England Bounce About's proposal (see attached), I feel it is sound enough that we move forward and accept the proposal for this year's Community Day. Besides the fact that their quote provides excellent per-attraction value, NEBA has done phenomenal work at our last four Kent Community Days and continues to receive praise from residents that attend the event.

If this item could be addressed at the board meeting on Tuesday the 4th of June so that we can secure these amusements for our event taking place on September 7th, that would be most appreciated.

Thank you and please let me know if you require anything further.

Jared Kuczenski

Acting Director of Recreation & Parks
Kent Recreation & Parks
 845-531-2100



New England Bounce About

2 Sand Cut Rd - Unit 4, Brookfield, CT 06804

Phone: (203) 364-0078

Website: <http://www.nebounceabout.com> Email: info@nebounceabout.com

QUOTATION

QuoteNo Q9
Date 3/28/2019
User Doug Muckell
Contact Jared Kuczinski
Phone (845)531-2100
Other
Start Date 9/7/2019 12:00:00 PM
End Date 9/7/2019 5:00:00 PM
Notes
-Customer will be paying by check
-customer will remit 50% of the balance due.
-same day delivery and pick up

InvNo	Name	Qty	Total
CRASH01	Crash Course Obstacle Course	1	\$999.00
MARL01	Marlin Splash Slide	1	\$699.00
GEN01	Generator	5	\$500.00
ST01	Child Supervision	50	\$1,250.00
TROP01	Polynesian Plunge (The Plunge)	1	\$899.00
FUNEXP01	Fun Express Train	1	\$350.00
FSTATION	Fire Station	1	\$375.00
M5	Modular 5-1	1	\$375.00
RNR01	Gladiator and Boxing Ring	1	\$400.00
AROC	Adrenaline Rush Obstacle Course	1	\$699.00
PIR01	Pirate Combo 4 -1	1	\$340.00
VB01	Inflatable Volleyball and Basketball	1	\$699.00

Order Subtotal: \$7,585.00
Discount (20.00%): (\$1,517.00)
Delivery Charge: \$0.00
TOTAL: \$6,068.00

Tamara Harrison

From: Recreation
Sent: Tuesday, May 28, 2019 1:27 PM
To: Tamara Harrison
Subject: Kent Community Day - Tables/Tents/Chairs Proposals
Attachments: KCD2019 - PartyTime Quote.pdf; KCD2019 - Durkin Quote.pdf

Tamara,

As per our discussion earlier today, I have been in contact with 10 event companies regarding proposals for tables, tents and chairs for Kent Community Day. Those companies are as follows:

Cartwright & Daughters
Abbey Tent & Party
All Season Party Rentals
Durant's Tents & Events
Durkin's Inc.
New England Bounce About
Party All the Time Rentals
Party Out Tent Rentals
PartyTime Rentals
Putnam Tent Rentals
Send in the Clowns
The Party Hopper

Two of these companies submitted proposals for the event, those being PartyTime Rentals and Durkin's Incorporated. Their quotes are attached to this e-mail.

After careful review of these proposals it is my recommendation that we accept that of Party-Time Rentals. They came in with the least expensive proposal and have also done great work for us and provided us with quality items over the past few years.

If this item could be addressed at the board meeting on Tuesday the 4th of June so that we can secure these amusements for our event taking place on September 7th, that would be most appreciated.

Thank you and please let me know if you require anything further.

Jared Kuczenski

*Acting Director of Recreation & Parks
Kent Recreation & Parks
845-531-2100*



The Event Rental Specialists of the Hudson Valley

www.partytime-rentals.com

2575 Route 55
Poughquag, NY 12570
845-226-2447

<i>Rented To:</i>		<i>Delivery Location:</i>	<i>Ticket#</i>
Town Of Kent Recreation 25 Sybil's Crossing Kent NY 10512		Edward Ryan Memorial Park 43 Park Rd Carmel NY 10512	Bid# 156773 Loc 100
<i>Ordered by:</i>	Jared	<i>PO/Job #</i>	Community Day
<i>Phone:</i>	W (845) 531-2100	<i>Surface</i>	0
		<i>Event Date:</i>	09/07/19 Saturday

Charge for 1.00 Day(s)

Qty	Item	Description	Total
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20x20 on asphalt

20x30 grass

30x30 grass

Event: 9/7

Rain Date: 9/8

Event: 12pm to 5pm

Setup on Friday

must be up by 9am Sat.

all equipment must be setup and taken down

Voucher for 50% deposit is due upon signing of contract.

1	3429-0000	MQ20 20X20 Cross Cable Tent	350.00	280.00
1	TB20-0000	Tent Ballasting 20X20	75.00	75.00
1	3426-0000	MQ2030-T 20X30 Cross Cable Frame Tent	500.00	400.00
1	3594-0000	30X30 Frame Tent	750.00	600.00
1	TABL-0000	Tables & Chairs		0.00
Tables And Chairs Must Be Folded And Stacked For Pick Up To Avoid Additional Charges				
9	3414-0000	Table 60" Rounds - W	9.00	64.80
30	3417-0000	Table 8' X 30" W	9.00	216.00
100	3305-0000	Chair White Folding	2.25	180.00
1	10512	Delivery Carmel	75.00	75.00

----- Payments -----

General policy reminders:
 Cancellation: Once rented items are delivered/installed or accepted by customer, no refunds will be given whether equipment was used or not. Orders canceled prior to delivery or customer pickup are subject to a cancellation fee.
 Tents are non-cancelable and are subject to full payment unless otherwise noted specifically on contract.
 Late Returns: Any rental return after due date will be charged at the daily rate.
 Cleaning: A charge will be added for items requiring cleaning upon return to PartyTime Rentals.
 Damage: A charge will be added for items requiring repair due to customer abuse, neglect or other. See damage waiver.
 Inflatables: Inflatables are cancelable for a full refund due to inclement weather the day of your event prior to delivery.
 Tents: We are not responsible for damage to underground or hidden sprinkler systems or other structures.

I HAVE READ THIS ENTIRE RENTAL CONTRACT FRONT AND BACK AND AGREE BY SIGNATURE BELOW TO ALL CONDITIONS SET FORTH. ANY CHANGES OR ADDITIONS TO THIS RENTAL CONTRACT DURING EXECUTION OF THE EVENT MAY RESULT IN ADDITIONAL CHARGES THAT I AGREE TO HAVE CHARGED TO MY CREDIT CARD ON FILE.

X

CUSTOMER ACCEPTANCE SIGNATURE PRINT DATE

By my signature above I hereby authorize PartyTime Rentals to charge against my MasterCard, Visa, Discover or American Express any costs, expenses or charges for rental cancellations, cleaning, and/or damages to any items rented and/or full replacement value of any items destroyed or not returned to PartyTime Rentals.

04/10/19 14:38:52

Page 1





The Event Rental Specialists of the Hudson Valley

www.partytime-rentals.com

2575 Route 55
Poughquag, NY 12570
845-226-2447

<i>Rented To:</i>		<i>Delivery Location:</i>	<i>Ticket#</i>
Town Of Kent Recreation 25 Sybil's Crossing Kent NY 10512		Edward Ryan Memorial Park 43 Park Rd Carmel NY 10512	Bid# 156773 Loc 100
<i>Ordered by:</i>	Jared	<i>PO/Job #</i>	Community Day
<i>Phone:</i>	W (845) 531-2100	<i>Surface</i>	0
		<i>Event Date:</i>	09/07/19 Saturday

Qty	Item	Description	Charge for 1.00 Day(s)	Total
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General policy reminders:

Cancellation: Once rented items are delivered/installed or accepted by customer, no refunds will be given whether equipment was used or not. Orders canceled prior to delivery or customer pickup are subject to a cancellation fee.
Tents are non-cancelable and are subject to full payment unless otherwise noted specifically on contract.

Late Returns: Any rental return after due date will be charged at the daily rate.

Cleaning: A charge will be added for items requiring cleaning upon return to PartyTime Rentals.

Damage: A charge will be added for items requiring repair due to customer abuse, neglect or other. See damage waiver.

Inflatables: Inflatables rentals are cancelable for a full refund due to inclement weather the day of your event prior to delivery.

Tents: We are not responsible for damage to underground or hidden sprinkler systems or other structures.

I HAVE READ THIS ENTIRE RENTAL CONTRACT FRONT AND BACK AND AGREE BY SIGNATURE BELOW TO ALL CONDITIONS SET FORTH. ANY CHANGES OR ADDITIONS TO THIS RENTAL CONTRACT DURING EXECUTION OF THE EVENT MAY RESULT IN ADDITIONAL CHARGES THAT I AGREE TO HAVE CHARGED TO MY CREDIT CARD ON FILE.

X

CUSTOMER ACCEPTANCE SIGNATURE	PRINT	DATE
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By my signature above I hereby authorize PartyTime Rentals to charge against my MasterCard, Visa, Discover or American Express any costs, expenses or charges for rental cancellations, cleaning, and/or damages to any items rented and/or full replacement value of any items destroyed or not returned to PartyTime Rentals.

04/10/19 14:38:52
Page 2



*** Total Reflects a \$435.20 Discount ***

Rentals	1,815.80
Sales	0.00
Delivery/Other	75.00
Damage Waiver	0.00
Env. Charges	0.00
Sales Tax	0.00
Total	1,890.80

Total Paid 0.00
Est Amount Due 1,890.80

Durkin's Incorporated

90 Beaver Brook Rd
 Danbury, CT 06810
 Ph: 203-748-2142
 jeffg@durkinsinc.com

**JOB CONTRACT**

www.durkinsinc.com

Invoice to:		Delivery Address:	Job # 618654
Town of Kent recreation and Parks Dept. 25 Sybil's Crossing, Kent Lakes, NY 10512		Edward Ryan Memorial Park 43 Park Road Carmel NY 10512	Order Status: Active Order Date: 03/30/2019 Sales Person: Jeff Ginty Email: jeffg@durkinsinc.com
Contact: Jared Kuczenski Phone: (845) 531-2100 Fax: Email: recreation@townofkentny.gov		Room: Contact: Jared Kuczenski Phone: Cell: Email: recreation@townofkentny.gov	PO # Payment Type: Terms: 30% Deposit. Balance Due (7) Days Prior to Installation

Depart 9/6/2019, -	Deliver 9/6/2019, -	Set By 9/7/2019, -
Pick Up 9/9/2019, -	Return 9/9/2019, -	Job Modified Date Mar 30 2019 7:59AM

JOB DESCRIPTION: Town of Kent Recreation and Parks Dept.-9-7-2019

Quantity	Description	Duration	Price	Subtotal
1	20' x 20' Fiesta Frame Tent	1 Days	\$435.00	\$435.00
1	30' x 30' Fiesta Frame Tent	1 Days	\$525.00	\$525.00
1	20' x 30' Fiesta Expandable Frame Tent	1 Days	\$450.00	\$450.00
100	White Plastic Folding Chairs	1 Days	\$1.85	\$185.00
9	60" Round Tables	1 Days	\$9.25	\$83.25
30	8' Banquet Tables	1 Days	\$9.25	\$277.50
40	Concrete Block 90# (For 20x20)	1 Days	\$8.50	\$340.00
139	Optional Service Fee	1 Days	\$0.00	\$0.00
<i>Note: Add \$139.00 if tables/chairs are needed to be up (\$1.00 per piece).</i>				

Total	\$2,295.75
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Delivery/Misc

Quantity	Description	Price	Subtotal
1	Desc	\$90.00	\$90.00
Total Delivery/Misc			\$90.00

Notes:

50% Job Deposit required to reserve equipment (\$1190.00). Balance due upon completion.

Product Total:	\$2,295.75
Service Charge:	\$0.00
Damage Waiver:	\$0.00
Labor:	\$0.00
Delivery/Misc:	\$90.00
Tax:	\$0.00

Job Total: \$2,385.75

DISCLAIMER:

By signing below, I, the purchaser, agree to pay the amount indicated to Durkin's Incorporated in exchange for the products listed on this invoice. By signing this agreement, I agree to the Terms and Conditions. I agree to make all payments on time and understand that the final payment is due (7) days prior to installation.

Signed: _____



CODE ENFORCEMENT

**OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598**

7

June 3, 2019

**From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violation requiring town corrective action:**

Enclosed please find violation issued by the undersigned and bids for correction.

**Location requiring correction and lowest bid for site:
77 Clubhouse Drive: \$1500.00**

Site owners have not responded to Notices of Violation.

The above stated bid has been proposed by FI Adams, Inc.

Dirt and Demo Inc. has failed to submit a bid.

ATS Landscaping and Property Maintenance failed to submit a bid.

All submitted bids are enclosed.

For your consideration and approval:



**William Looney,
Zoning Enforcement Officer,
Town of Kent.**

610 Route 292
Holmes, NY 12531 Fiadamsinc@gmail.com
(845)-855-3733 (914)760-8959

FI Adams, Inc.

Estimate

For: Town of kent
kentcodes@gmail.com
77 Clubhouse Dr
Carmel, NY, 10512

Estimate No: 252
Date: 04/23/2019

Description	Quantity	Rate	Amount
clean up garbage in yard located at 77 clubhouse road, lake carmel.	1	\$1,500.00	\$1,500.00
Subtotal			\$1,500.00
TAX 0%			\$0.00
Total			\$1,500.00
Total			\$1,500.00



**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598
KENTCODES@GMAIL.COM
ORDER TO REMEDY VIOLATION**

Location: 77 Clubhouse Dr Kent, NY

Map NO: 33.35-1-44

Date: 4/18/2019

TO:

**BRIAN DALY
77 CLUBHOUSE DRIVE
CARMEL, NY 10512**

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

**Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code\Section 11 Subs B-1-
A- Rubbish**

at premises hereinafter described in that:

**RUBBISH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF RUBBISH AS
DESCRIBED BY CODE.**

**OWNER/AGENT MUST REMOVE ALL SUCH DESCRIBED DEBRIS FROM SITE
INCLUDING BUT NOT LIMITED TO ALL TIRES, WOOD, PLASTIC ITEMS , GAS
CANS, REFRIGERATOR, TARPS, UNLICENSED VEHICLE, METAL ITEMS, ETC. AS
DEPICTED IN ENCLOSED PHOTOS.**

**THIS COMMUNICATION REPRESENTS A SECOND NOTICE OF VIOLATION
DIRECTED AT THIS SITE.**

**OWNER/AGENT MUST REMEDY THIS CONDITION WITHIN TEN DAYS FROM THIS
DATE. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL
CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE
CHARGED WILL BE CHARGED TO THE PROPERTY OWNER OR THE TAX
ASSESSMENT LEVIED ON THE SITE.**

**YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and
remedy the conditions above mentioned. 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**



04/18/2019

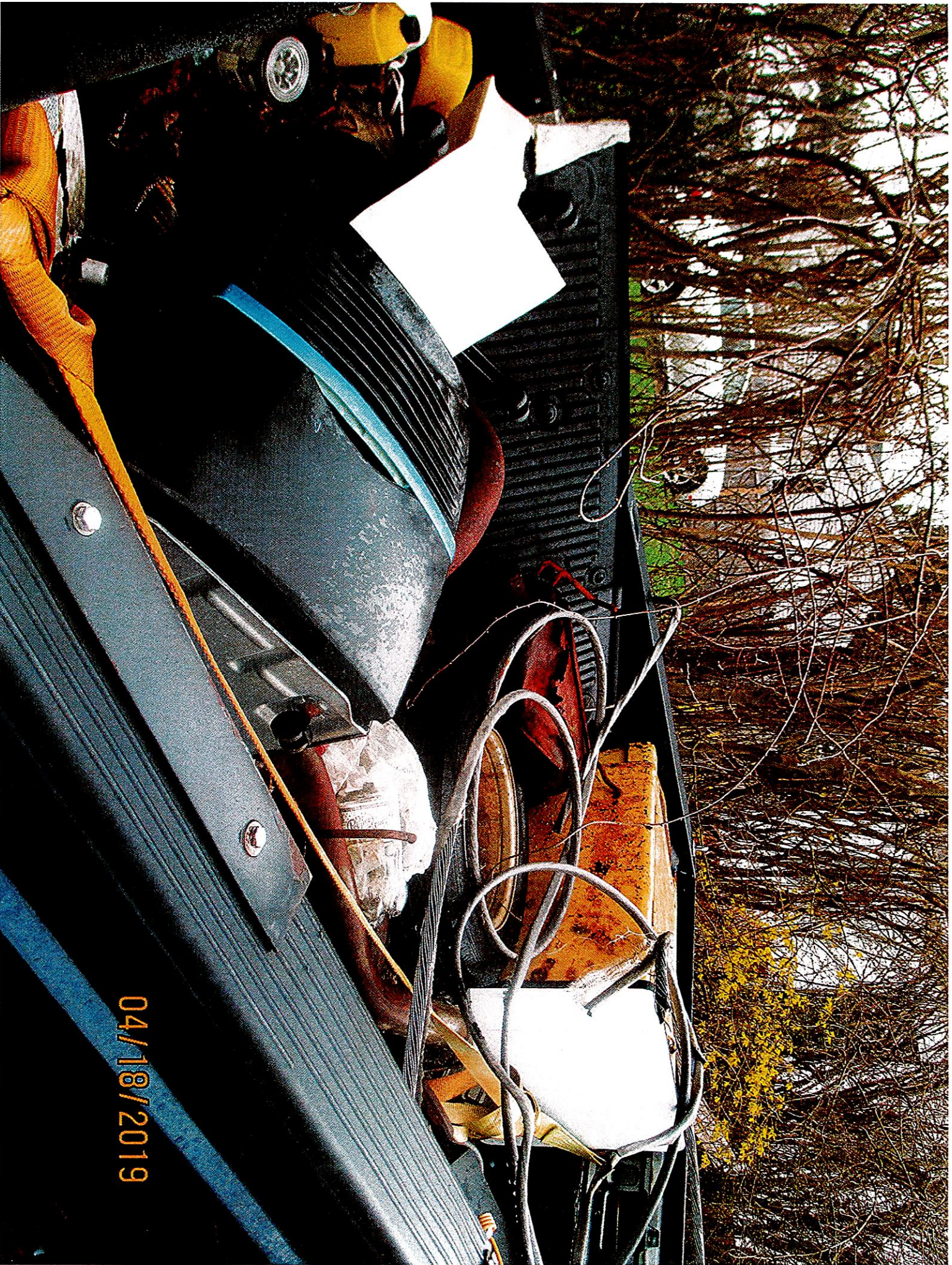




04/18/2019



04/18/2019



04/18/2019

I-84 East Bound					
Mile Point	Interchange	County	Existing Exit #	Proposed Exit #	
0.65	OC 15, US 6	Orange	1	1	
4.75	OC 35 (Mountain Rd)	Orange	2	4	
15.4	US 6, NY 17M	Orange	3E 3W	15A 15B	
19.1	NY 17 (Future I-86)	Orange	4E 4W	19A 19B	
28.8	NY 208	Orange	5	28	
32.9	NY 747	Orange	5A	32	
34.2	NY 17K	Orange	6	34	
36.2	I-87 (Thruway)	Orange	7A	36A	
36.55	300 (Union Ave)	Orange	7B	36B	
37.4	NY 52	Orange	8	37	
39.05	US 9W, NY 32	Orange	9		
41.5	NY 9D	Dutchess	10	39	
44.8	NY 52	Dutchess	11	41	
46.25	US 9	Dutchess	12	44	
		Dutchess	13	46	
			14		
50.45	DC 27 (Lime Kiln Rd)	Dutchess	15	50	
52.65	Taconic State Parkway	Dutchess	16S	52A	
58.85	PC 43 (Ludingtonville Rd)	Putnam	17	58	
61.8	NY 311	Putnam	18	61	
65.45	NY 312	Putnam	19	65	
68.3	I-684, NY 22	Putnam	20S 20N	68A 68B	
	Saw Mill Rd	CT	21		
			1 (CT)	1	

I-84 West Bound					
Mile Point	Interchange	County	Existing Exit #	Proposed Exit #	
	Saw Mill Rd	CT	1 (CT)	1	
69.25	US 6, US 202, NY 121	Putnam	21	69	
68.3	I-684, NY 22	Putnam	20	68	
65.45	NY 312	Putnam	19	65	
61.8	NY 311	Putnam	18	61	
58.85	PC 43 (Ludingtonville Rd)	Putnam	17	58	
52.65	Taconic State Parkway	Dutchess	16N	52B	
50.45	DC 27 (Lime Kiln Rd)	Dutchess	15	50	
			14		
46.25	US 9	Dutchess	13N	46B	
44.8	NY 52	Dutchess	12	44	
41.5	NY 9D	Dutchess	11	41	
39.05	US 9W, NY 32	Orange	10N	39B	
			10S	39A	
			9		
37.4	NY 52	Orange	8	37	
36.55	300 (Union Ave)	Orange	7B	36B	
36.2	I-87 (Thruway)	Orange	7A	36A	
34.2	NY 17K	Orange	6	34	
32.9	NY 747	Orange	5A	32	
28.8	NY 208	Orange	5	28	
19.1	NY 17 (Future I-86)	Orange	4W	19B	
			4E	19A	
15.4	US 6, NY 17M	Orange	3W	15B	
			3E	15A	
4.75	OC 35 (Mountain Rd)	Orange	2	4	
0.65	OC 15, US 6	Orange	1	1	