



TOWN OF PUTNAM VALLEY

Town Board Work Session

March 9th, 2022

Town Hall

5 PM

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### Meeting called to Order

### Pledge of Allegiance

1. Approve Payment to Putnam County for Reductions to Tax Warrant
2. Approve Resolution regarding ABACA Amendments
3. Approve Date Change for March Regular Town Board Meeting
4. Approve Time Shred Services, Inc. Contract to Host Community Shred Event
5. Approve ADT Commercial Contract for District Sewer Alarm
6. Approve Elite Environmental Services Contract for Tank Removal at Sewer Station
7. Approve Herbicide Permit Application Expenditure
8. Approve CEMCO Agreement; Sewer Lift Station Flow Meters Installation
9. Authorize Facilities Department to go to Bid on NYS Office of General Procurement Services Mini-Bid
10. Authorize Putnam County Real Property Tax Contract
11. Approve District Clerk to Go to Bid For Abele Park Ramp
12. Approve Roemer Wallens Gold & Mineaux LLP Contract
13. Discuss Allied Universal Services/Court Clerk Services
14. Discuss Inland Waterway Declaration for Lake Peekskill & Roaring Brook Lake
15. NYSERDA Update regarding Town Hall Lighting
16. Approve Leprechaun Resolution
17. Daily Fee Report – Summary February 1, 2022 – February 28, 2022
18. Budget Transfers and Amendments
19. Audit of Monthly Bills

### Adjournment

**Next Town Board Meeting: Wednesday, March 23<sup>rd</sup>, 2022, 6 PM**

February 14, 2022

From: Sherry Howard

To: Town Board

I respectfully request the Putnam Valley Town Board authorize Maria Angelico to reimburse Putnam County in the amount of \$1,205.95 for the 2021 May reductions to the tax warrant. See attached.

Thank-you,

Sherry Howard

A handwritten signature in black ink, appearing to be 'Sherry Howard', with a long horizontal stroke extending to the right.

WILLIAM J. CARLIN, Jr. CPA  
*Commissioner Of Finance*



MICHAEL LEWIS  
*Chief Deputy Commissioner Of Finance*

SHEILA BARRETT  
*Deputy Commissioner Of Finance*

DEPARTMENT OF FINANCE

February 7, 2022

Hon. Jaqueline Annabi., Supervisor  
Town of Putnam Valley  
265 Oscawana Lake Rd.  
Putnam Valley, NY 10579

Dear Ms. Annabi,

Reimbursement is due Putnam County for the following expenditures paid by the County for the Town of Putnam Valley through December 31, 2021. These liabilities are the result of various warrant adjustments and/or contract obligations. If applicable, any outstanding 2021 invoices billed through the Sheriff's Department are not included in this balance.

Erroneous – see list attached \$ 1,205.95

Please forward payment by March 31, 2022

Thank you.

Yours truly,

William J. Carlin  
Commissioner of Finance

cc: Maria Angelico, Director of Finance



**BY:** .....

**TOWN OF PUTNAM VALLEY  
ERRONEOUS ASSESSMENT  
A/O 12/31/21**

2021 Warrant Adjustments per Collector's Report

Various: Small Claims and RP-554

1,205.95

\$ 1,205.95 \*\*

\*\* May Include Special District chargebacks

MAY COLLECTION REPORT FOR THE TOWN OF Patterson Village

FOR THE YEAR OF 2022

| SP DIST. & TOWN | COUNTY | TOTAL |
|-----------------|--------|-------|
|-----------------|--------|-------|

|                           |               |              |               |
|---------------------------|---------------|--------------|---------------|
| ORIGINAL WARRANT          | 11,386,185.64 | 7,022,825.09 | 18,409,010.73 |
| ADD: PAID REMINDER FEES   | 186.00        | XXXXXXXXXX   | 186.00        |
| ADD: UNPAID REMINDER FEES | XXXXXXXXXX    | 596.00       | 596.00        |

ADJUSTED WARRANT A **11,386,371.64** B **7,023,421.09** C **18,409,792.73**

PAID TO SUPERVISOR PER "A" ABOVE D **11,386,371.64**

| PAID TO COMMISSIONER OF FINANCE |              |
|---------------------------------|--------------|
| CORPORATION TAXES               | 335,324.67   |
| ROLL SECTION 3                  | 346,653.43   |
| PAID TO COMMISSIONER            | 3,000,000.00 |
| SUB-TOTAL E                     | 3,681,978.10 |

|                            |              |
|----------------------------|--------------|
| BALANCE DUE TO COUNTY      | XXXXXXXXXXXX |
| LESS: UNPAID REMINDER FEES | XXXXXXXXXXXX |
| MAY PAYMENT TO COUNTY F    | 1,637,560.19 |

TOTAL PAID TO COMM OF FINANCE("E"+"F") G **5,319,538.29**

|                      |              |
|----------------------|--------------|
| WHOLLY UNPAID        | 1,510,478.40 |
| PARTIAL UNPAID       | 190,573.49   |
| UNPAID REMINDER FEES | 596.00       |
| TOTAL UNPAID H       | 1,701,647.89 |

| Reductions to warrant              |          |
|------------------------------------|----------|
| ERRONEOUS ASSESSMENTS(554 RPTL)    | 711.50   |
| CERTIORARI ADJUSTMENTS(726 RPTL)   | 231.82   |
| SMALL CLAIMS ADJUSTMENTS(726 RPTL) | 1,064.06 |
| CABLE ADJUSTMENTS                  | 0.00     |
| OTHER ADJUSTMENTS (SPECIFY)        | 227.53   |
| TOTAL OTHER ADJUSTMENTS I          | 2,234.91 |

| Additions to warrant                    |      |
|-----------------------------------------|------|
| *additions should be noted in as ( _ )* |      |
| ERRONEOUS ASSESSMENTS(554 RPTL)         | 0.00 |
| CERTIORARI ADJUSTMENTS(726 RPTL)        | 0.00 |
| SMALL CLAIMS ADJUSTMENTS(726 RPTL)      | 0.00 |
| CABLE ADJUSTMENTS                       | 0.00 |
| OTHER ADJUSTMENTS (SPECIFY)             | 0.00 |
| TOTAL OTHER ADJUSTMENTS J               | 0.00 |

TOTAL TO COMMISSIONER OF FINANCE PER "B" ABOVE (TOTAL OF "G", "H", "I", "J") K **7,023,421.09**

TOTAL WARRANT (TOTAL OF "D" AND "K") MUST AGREE WITH "C" **18,409,792.73**

COLLECTOR'S SIGNATURE \_\_\_\_\_ DATE 6/2/2021

MAY COLLECTION REPORT FOR THE TOWN OF

FOR THE YEAR OF

|                                         | SP DIST. & TOWN | COUNTY        | SCH RELEVY    | TOTAL           |
|-----------------------------------------|-----------------|---------------|---------------|-----------------|
| <b>REDUCTIONS TO WARRANT</b>            |                 |               |               |                 |
| ERRONEOUS ASSESSMENTS                   | 439.77          | 271.73        |               | 711.50          |
| CERTIORARI ADJUSTMENTS                  | 154.53          | 77.29         |               | 231.82          |
| <b>TOTAL</b>                            | <b>594.30</b>   | <b>349.02</b> | <b>0.00</b>   | <b>943.32</b>   |
| <b>SMALL CLAIMS ADJUSTMENTS</b>         |                 |               |               |                 |
| CABLE ADJUSTMENTS                       | 429.36          | 200.22        | 434.48        | 1,064.06        |
| OTHER ADJUSTMENTS                       | 182.24          | 45.29         |               | 227.53          |
| <b>TOTAL ADJUSTMENTS (A+B+C+D)</b>      | <b>1,205.90</b> | <b>594.53</b> | <b>434.48</b> | <b>2,234.91</b> |
| (PER "I" ON PAGE 1)                     |                 |               |               |                 |
| <b>ADDITIONS TO WARRANT</b>             |                 |               |               |                 |
| *additions should be noted in as ( _ )* |                 |               |               |                 |
| ERRONEOUS ASSESSMENTS                   |                 |               |               | 0.00            |
| CERTIORARI ADJUSTMENTS                  |                 |               |               | 0.00            |
| <b>TOTAL</b>                            | <b>0.00</b>     | <b>0.00</b>   | <b>0.00</b>   | <b>0.00</b>     |
| <b>SMALL CLAIMS ADJUSTMENTS</b>         |                 |               |               |                 |
| CABLE ADJUSTMENTS                       |                 |               |               | 0.00            |
| OTHER ADJUSTMENTS                       |                 |               |               | 0.00            |
| <b>TOTAL ADJUSTMENTS (A+B+C+D)</b>      | <b>0.00</b>     | <b>0.00</b>   | <b>0.00</b>   | <b>0.00</b>     |
| (PER "J" ON PAGE 1)                     |                 |               |               |                 |

*Change here*

**RESOLUTION 3: \_\_ - # \_\_\_\_ OF 2022**

WHEREAS, the Town Board has determined that local law amendments be made to Article VI, entitled “Advisory Board on Architecture and Community Appearance;” and

WHEREAS, the proposed amendments are annexed hereto as Exhibit A and incorporated herein as if recited verbatim, with the word underlined to be added, and those words ~~stricken~~ to be deleted, and the Town Board does direct that said amendments be spread across the record as if they, in fact, had been read verbatim; and

WHEREAS, this action to amend the Town Code is a Type II Action under the New York State Environmental Quality Review Act (SEQRA), and, as such, no further environmental review is required; and

WHEREAS, the Town Board has determined that the proposed amendment must be referred to the Putnam County Department of Planning, Development and Public Transportation for review and recommendation; and

WHEREAS, the amendment requires a public hearing.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Town Board hereby sets a public hearing on the proposed amendments for March \_\_\_\_, 2022, at 6:00pm, or as soon thereafter as the matter may come to be heard, in the Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York; and
2. The Town Board refers this matter to the Putnam County Department of Planning, Development and Public Transportation for a recommendation pursuant to GML §239-m.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/fails: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_



## REFERRAL REQUEST TO ABACA

REFERRAL DATE: \_\_\_\_\_ REFERRAL AGENT: \_\_\_\_\_

BRIEF DESCRIPTION OF PROJECT: \_\_\_\_\_

MATERIALS SUBMITTED: Site Plan \_\_\_\_ Architectural Plans \_\_\_\_ EAF \_\_\_\_ Other \_\_\_\_\_

### REVIEW AND ADVISORY COMMENTS:

Please review and comment as requested (checked) below on the submitted materials by a written report to the referral agent within 30 days (unless otherwise indicated by the referral agent) of the above referral date:

\_\_\_ The repeated and adjacent use of identical or near identical facades or structures arranged without respect to natural features of terrain or other existing structures.

\_\_\_ Inappropriateness of a structure or land development in relation to any other structure or land development existing within 500 feet of the proposed structure or land development, or for which a permit has been issued and to be located within such five-hundred-foot distance, or to any other structure or land development included in the same application with respect to one or more of the following features:

\_\_\_ Gross floor area.

\_\_\_ Height of building or height of roof.

\_\_\_ Scale. Out-of-scale:

\_\_\_ With regard to a building or any part thereof, the condition of being or appearing to be disproportionately large, bulky, or massive relative to the other buildings in the surrounding neighborhood and/or relative to the size of the lot upon which the building is situated.

\_\_\_ With regard to any part of a building, the condition of appearing to be disproportionately large, bulky, or massive relative to any other part of the same building.

\_\_\_ With regard to an addition to a preexisting building, the condition of appearing to be disproportionately large, bulky, or massive relative to the preexisting building.

\_\_\_ With regard to an accessory structure, the condition of being disproportionately large, bulky, or massive relative to the principal structures, the other buildings in the surrounding neighborhood, and/or the size of the lot upon which the accessory structure is situated.

\_\_\_ Other circled significant design features, such as material quality of architectural design, roof structures, chimneys, exposed mechanical equipment and service and storage enclosures, signs, landscaping retaining walls, parking areas, service and load docks, dividing walls, fences, lighting posts and standards, provided that a finding of inappropriateness shall state not only that such inappropriateness exists but, further, that it is of such a nature that by a fair preponderance of the credible evidence it has been proven that its allowance results in one or more of the harmful effects set forth in § 8-37.

Article VI: Advisory Board on Architecture and Community Appearance

(Adopted 6-5-2002 by L.L. No. 4-2002]

§ 8-37

Legislative intent.

§ 8-38

Board established; membership; officers; terms of office.

§ 8-39

Meetings; procedures.

§ 8-40

Matters to be referred.

§ 8-41

Criteria to be used.

§ 8-42

Severability.

§ 8-37

Legislative intent.

The Putnam Valley Town Board hereby finds that inappropriateness or poor quality of design in the exterior appearance of buildings or land developments adversely affects the desirability of the immediate area and neighboring areas and by so doing impairs the benefits of occupancy of existing property in such areas, impairs the stability and value of both improved and unimproved real property in such areas, retards the most appropriate development of such areas, produces degeneration of property in such areas with attendant deterioration of conditions affecting the health, safety, morals and general welfare of the inhabitants thereof, and creates an improper relationship between the taxable value of real property in such areas and the cost of municipal services provided therefor. It is the purpose of this article to prevent these and other harmful effects of such exterior appearance of buildings and land developments and thus to promote and protect the health, safety, morals and general welfare of the community. It is also a purpose of this article to control the recent trend of tearing down existing houses and replacing them with larger houses or building large additions to existing houses, which threatens the appearance and impact upon the health, safety, welfare and quality of life in Putnam Valley.

§ 8-38

Board established; membership; officers; terms of office.

There is hereby created an Advisory Board on Architecture and Community Appearance (ABACA), which shall consist of five members who shall serve without compensation. All members of the Board shall be

residents of the Town and shall be specially qualified by reason of training or experience in architecture, land development, city planning, real estate, landscape architecture or other relevant business or profession, or by reason of civic interest and sound judgment, to judge the effects of a proposed building or land development upon the desirability, property values and development of surrounding areas, and at least one member of the Board shall be a registered architect in the State of New York. The members of the ABACA shall be appointed by the Town Board. The Chairman shall be designated by the Town Board annually and shall serve at the pleasure of the Town Board. The Secretary of the ABACA shall be designated by the members of the Board annually. The term of office of each member shall be three years, except that the initial appointments of one member shall be for one year, of two members for two years and of two members for three years. The Town Board shall have the power to remove any member for cause. Vacancies shall be filled by the Town Board for the unexpired term of any member whose place becomes vacant.

#### § 8-39

##### A: Meetings; Referrals.

All requests for advisory input from the Town Board, Planning Board, Zoning Board of Appeals and the Building Inspector ("referring agents") shall be conveyed by a formal referral form. The referral form shall contain the following information:

The referring agent, date of referral and materials submitted for review.

Name ,Address and Brief Description of the proposed project

Request for specific advisory input as indicated in the referral letter.

##### B: Meetings; procedures.

Regularly scheduled meetings of the Advisory Board on Architecture and Community Appearance shall be held monthly or at such other times as the Chairman shall designate. A majority of said Board shall constitute a quorum for the transaction of business. The ABACA shall keep minutes of its proceedings. Any report or recommendation made by the ABACA must have the approval of the majority of the Board present and shall be officially filed with the referring board or department (hereinafter cited as the "referring agent") within 30 days as of the date of the referral letter described in Section 8-39A of referral, except that failure to report within 30 days, unless otherwise directed by the referral agent, shall be deemed to be approval thereof. Where changes or modifications on any submission are recommended, there shall be set forth the specific changes and the reason(s) for same. ~~After having referred an application for building or land development permit to the ABACA, the referring agent shall not take final action prior to receiving and considering the recommendations of this Board. The referring agent shall provide a full set of plans and accompanying data to the ABACA for its use and permanent file. The applicant may be requested to appear to review with the ABACA any submission to it.~~

#### § 8-40

Matters to be referred.

A.

The following matters may shall be referred to the ABACA:

(1)

~~Every~~ Application for the site development or subdivision of land into five or more lots.

(2)

~~Every~~ Application for the development or subdivision of land located within the Hillside Management Overlay District.

~~(3)~~

~~Every application for a building permit for the construction of any structure in excess of 1,200 cubic feet of cubical contents.~~

~~(4)~~

~~Every application for a building permit for the reconstruction or alteration of any structure in excess of 1,200 cubic feet of cubical contents.~~

(5)

~~Every~~ Application for a variance under § 165-44A(2) of the Code of the Town of Putnam Valley.

(6)

~~Every~~ Application for a variance under Chapter 165 Article VII, Accessory Structures and Uses, of the Code of the Town of Putnam Valley.

B.

Referrals.

(1)

Any such application for a building permit filed with the Code Enforcement Officer ~~shall~~ may be referred to the ABACA within seven days after the submission of the application, provided that it conforms in all respects to all other applicable laws and ordinances.

(2)

Any such application for a variance filed with the Zoning Board of Appeals ~~shall~~ may be referred to the ABACA within seven days after the submission of the application, provided that it conforms in all respects to all other applicable laws and ordinances.

(3)

Any such application for site plan approval filed with the Planning Board ~~shall~~ may be referred to the ABACA within seven days after sketch concept approval has been granted.

(4)

Any such application for subdivision filed with the Planning Board ~~shall~~ may be referred to the ABACA within seven days after the sketch preliminary approval has been granted.

§ 8-41

Criteria to be used.

The ABACA shall base its recommendations on the following criteria: No building or structure or land development shall be so detrimental to the desirability, property values or development of the surrounding area as to provoke one or more of the harmful effects set forth in § 8-37 by reason of:

A.

The repeated and adjacent use of identical or near identical facades or structures arranged without respect to natural features of terrain or other existing structures.

B.

Inappropriateness of a structure or land development in relation to any other structure or land development existing within 500 feet of the proposed structure or land development, or for which a permit has been issued and to be located within such five-hundred-foot distance, or to any other structure or land development included in the same application with respect to one or more of the following features:

(1)

Cubical contents.

(2)

Gross floor area.

(3)

Height of building or height of roof.

(4)

Scale. Out-of-scale:

(a)

With regard to a building or any part thereof, the condition of being or appearing to be disproportionately large, bulky, or massive relative to the other buildings in the surrounding neighborhood and/or relative to the size of the lot upon which the building is situated.

(b)

With regard to any part of a building, the condition of appearing to be disproportionately large, bulky, or massive relative to any other part of the same building.

(c)

With regard to an addition to a preexisting building, the condition of appearing to be disproportionately large, bulky, or massive relative to the preexisting building.

(d)

With regard to an accessory structure, the condition of being disproportionately large, bulky, or massive relative to the principal structures, the other buildings in the surrounding neighborhood, and/or the size of the lot upon which the accessory structure is situated.

(5)

Other significant design features, such as material quality of architectural design, roof structures, chimneys, exposed mechanical equipment and service and storage enclosures, signs, landscaping retaining walls, parking areas, service and load docks, dividing walls, fences, lighting posts and standards, provided that a finding of inappropriateness shall state not only that such inappropriateness exists but, further, that it is of such a nature that by a fair preponderance of the credible evidence it has been proven that its allowance results in one or more of the harmful effects set forth in § 8-37.

§ 8-42

Severability.

If any section, paragraph, subdivision, clause or provision of these rules, regulations and ordinances shall be adjudged invalid, such judgment shall apply only to such section, paragraph, subdivision, clause or provision so adjudged and shall not affect, impair or invalidate any other part or portion of these rules, regulations and ordinances.



3

**JACQUELINE ANNABI**  
TOWN SUPERVISOR

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TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: CHANGE OF DATE – Regular Town Board Meeting – March 2022  
DATE: February 22, 2022

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RESOLVE, that the Town Board amend the date of the Regular Town Board Meeting scheduled for the month of March, from Wednesday, March 16, 2022 to Wednesday, March 23, 2022.



4

**JACQUELINE ANNABI**  
**TOWN SUPERVISOR**

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**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Community Shred Events – Scheduled April 24, 2022 & October 16, 2022  
**DATE:** February 22, 2022

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RESOLVE, that the Town Board approve entering into a contract with Time Shred Services, Inc. for the purposes of hosting a Community Shred Event on Sunday, April 24, 2022 and on October 16, 2022.





## TOWN OF PUTNAM VALLEY

### COMMUNITY SHRED EVENT CONTRACT 2022

This contract, is made by and between the Town of Putnam Valley, NY, a municipal corporation, hereinafter referred to as the "Town", located at 265 Oscawana Lake Road, Putnam Valley, NY 10579, and Time Shred Services, Inc., a for-profit corporation hereinafter referred to as "Time Shred", located at 195 Croton Avenue, Mount Kisco, NY 10579.

WHEREAS, the parties have entered into an agreement for mobile shredding services provided by Time Shred for two (2) community shredding events hosted by the Town as set forth below:

Date of Events:            Sunday, April 24, 2022  
                                  Sunday, October 16, 2022  
                                  (hereinafter referred to as the "Event")

Location:                    Town of Putnam Valley Parking Lot  
                                  265 Oscawana Lake Road  
                                  Putnam Valley, NY 10579  
                                  (hereinafter referred to as the "Location")

Time:                        10:00 a.m. through 2:00 p.m.

WHEREAS, Time Shred shall provide one (1) driver and one (1) large truck, with the capacity to hold up to fifteen thousand pounds (15,000 lbs) of paper, for the purposes of providing on-site mobile shredding services as outlined above. Time Shred hereby confirms that its driver will remove all paper, and residue materials, from the Location at the end of the Event.

WHEREAS, Time Shred understands that the Event is open to the community at large in the municipality of Putnam Valley, in the style of a drive-through event, and that the Town has no indication or prediction of how many residents will attend the Event or how many pounds of paper will be generated at the Event.

WHEREAS, the Town will pay Time Shred the total sum of One Thousand One Hundred and Ninety-Six Dollars (\$1,196.00) for each Event, which represents Two Hundred and Ninety Nine Dollars (\$299.00) per hour for a period of four (4) hours on each of the dates of the Event referenced above. The Town is a tax-exempt entity and shall provide evidence of the same upon request.

By: \_\_\_\_\_  
Jacqueline Annabi  
Supervisor for the Town of Putnam Valley

Dated: \_\_\_\_\_

By: \_\_\_\_\_


Dated: \_\_\_\_\_

TIME SHRED SERVICES, INC.

5

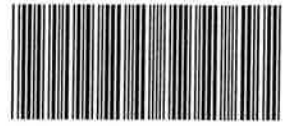
**TOWN OF PUTNAM VALLEY  
DISTRICTS**

# Memo

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 2/24/2022  
**Re:** Authorize Supervisor to sign ADT contract

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I formally request the Town Board authorize the supervisor to sign the attached ADT contract. ADT will install a new wireless phone line and alarm at the sewer pump station. The old line has been damaged beyond repair and the replacement is essential for the monitoring of pumps. The contract includes the one time cost of the equipment \$108.66 and a monthly fee of \$45.50, for a period of 3 years. The cost of this will come from the district budget.



\* 8 9 1 3 3 7 1 3 0 \*

|              |                                   |                         |
|--------------|-----------------------------------|-------------------------|
| Branch: 5369 | Sales Representative: Kasey Smith | Today's Date: 2/23/2022 |
|--------------|-----------------------------------|-------------------------|

| Customer Information |                                                   |                  |                                                   |
|----------------------|---------------------------------------------------|------------------|---------------------------------------------------|
| Business Name:       | TOWN OF PUTNAM VALLEY--SEWAGE                     | Phone:           | (914)906-6803                                     |
| Address:             | 265 OSCAWANA LAKE ROAD<br>PUTNAM VALLEY, NY 10579 | Billing Address: | 265 OSCAWANA LAKE ROAD<br>PUTNAM VALLEY, NY 10579 |
| Investment Summary   |                                                   |                  |                                                   |

**Total Equipment and Installation Charge: \$108.66**

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$108.66 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

**Recurring Service Charges: \$45.50 per month**

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Annual, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

**Term Length: 36 Months**

Our charges under this agreement are based on your agreement to receive and pay for the services for a full Thirty-Six (36) month term.

| Site Location Information |                                                    |        |               |
|---------------------------|----------------------------------------------------|--------|---------------|
| Location Name:            | PUTNAM VALLEY SEWAGE PUMP STN                      |        |               |
| Address:                  | 3 PEEKSKILL HOLLOW ROAD<br>PUTNAM VALLEY, NY 10579 |        |               |
| Site #:                   | 2618841                                            | Phone: | (845)519-7392 |

| System Design Information |           |        |           |
|---------------------------|-----------|--------|-----------|
| System Design Name:       | Burg      | Job #: | 281252124 |
| Equipment Ownership:      | ADT Owned |        |           |
| Warranty Period:          | 90 Days   |        |           |

| Services    |                                       |
|-------------|---------------------------------------|
| <b>Burg</b> |                                       |
| Monitoring  | ADDL AREAS: 1                         |
|             | Burglary                              |
|             | Industrial Process/Critical Condition |

|                           |                                           |                                 |
|---------------------------|-------------------------------------------|---------------------------------|
| Service Plan              | ADT Protection Plan                       |                                 |
| Signaling                 | AlarmNet GSM: PrimaryCell                 |                                 |
| <b>Equipment List</b>     |                                           |                                 |
| <b>Qty</b>                | <b>Description</b>                        | <b>Included in Service Plan</b> |
| 1                         | LTE COMMUNICATOR-RADIO,CAT-M1,<br>LTEM-XV | Yes                             |
| <b>Summary of Charges</b> |                                           |                                 |
|                           | Equipment & Installation Total            | \$108.66                        |
|                           | Estimated Taxes                           | \$0.00                          |
|                           | Monthly Fee                               | \$45.50                         |

### General Notes

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

### Appendices

The following appendices are incorporated into the Proposal:

- |                                                                              |                                                                                      |
|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Appendix 1: Warranty                     | <input type="checkbox"/> Appendix 6: Recurring Services Terms and Conditions         |
| <input checked="" type="checkbox"/> Appendix 2: General Terms and Conditions | <input checked="" type="checkbox"/> Appendix 7: Monitoring Agreement                 |
| <input type="checkbox"/> Appendix 3: NASPO Terms and Conditions              | <input type="checkbox"/> Appendix 8: Brivo Hosted AVC and Video Terms and Conditions |
| <input type="checkbox"/> Appendix 4: ATM Install Terms and Conditions        | <input type="checkbox"/> Appendix 9: Avigilon Terms and Conditions                   |
| <input type="checkbox"/> Appendix 5: ATM Software Support Agreement          | <input type="checkbox"/> Appendix 10: Special Provisions                             |

### Master Agreement

Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

### APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

#### GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

#### LIMITED WARRANTIES

**Equipment.** ADT warrants equipment sold under the Proposal for a period of 1 Year.

**Installations.** ADT warrants installation of equipment for a period of 1 Year beginning at Substantial Completion (excluding software defects).

**Software Installation.** ADT warrants software installation and programming by ADT for a period of 1 Year beginning at Substantial Completion (excluding software defects).

**ATM Services.** ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

**ADT Service Plan/Extended Service Plan.** Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an ADT Service Plan/Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the ADT Service Plan/Extended Service Plan for the term of such plan.

#### NO WARRANTY

**Software Upgrades.** Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

**Manufacturer Software Support and Services.** Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

**Sprinklers.** ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMER'S EXPENSE.

#### **Electronic Article Surveillance (EAS) and Security Gates.**

- Customer acknowledges that installation and services of EAS or security gate equipment may require cutting, fastening or bolting to their premise floor, walls and/or ceilings. ADT does not warrant and disclaims responsibility for repair of floor, floor coverings, walls, wall coverings, ceilings, ceiling patching, painting, matching of finishes, restoration or replacement, or for related expenses.
- ADT will reimburse Customer expenses for floor excavation, cutting, and refinishing for repairs to system required during the warranty period, but not for floor covering, carpet or tile restoration or replacement.
- For service required after the warranty period, Customer assumes all cost of repair, including but not limited to, floor excavation and refinishing, regardless of the reasons for such repair.

**eSRG.** Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

**Design.** Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

**Monitoring Services.** Monitoring Services carry no warranty from ADT. If applicable, see Appendix 7 for additional information.

**Hosted Services.** Hosted Services carry no warranty from ADT. If applicable, see Appendix 8 and Appendix 9 for additional information.

#### EXCLUSIONS

ADT's warranty does not include:

- Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
- Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
- Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;

- d. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
- e. Software defects;
- f. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station; and/or
- g. Normal wear and tear.

## APPENDIX 2 – GENERAL TERMS AND CONDITIONS

**1. Work and Services to Be Performed/Provided.** ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

**2. Reports.** The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

**3. Compensation and Payment Terms.** Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed upon the completion of all Services performed.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer upon completion of all Services performed.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

**4. Sales Taxes.** Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.

**5. Bonds.** If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.

**6. Insurance.** Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.

**7. Schedule Dates.** ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (8:00 am to 5:00 pm, Monday – Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.

**8. Installation / Site Conditions.** For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.

**9. Ownership of Equipment.** Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the later of installation (or delivery to Customer if the equipment is not to be installed) and payment in full as set forth in Section 3 hereof. Until the equipment becomes the property of Customer, we retain ownership of the equipment we install at your premises. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.

**10. Changes to Services.** Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.

**11. Price Increase.** Customer agrees that the availability and price of certain materials and commodities (for purposes of this Section "Materials") worldwide, including but not limited to, oil, gasoline, steel, aluminum, wire and plastic products can be extremely volatile. ADT's pricing for this contract is competitive and has allowed for a reasonable escalation of Materials costs. Customer agrees however, that should the cost of Materials exceed five percent (5%) above the cost to ADT as of the date of this Agreement, ADT may supply a Change Order in writing or by e-mail for the increase in the cost of Materials as described above and the Customer agrees to approve and agree to pay the Change Order in writing or by email in no more than (10) ten calendar days of the email being sent to Customer. Further, the Parties agree that notwithstanding anything stated to the contrary in the governing terms and conditions, when circumstances as described above so require, CUSTOMER AGREES THAT IN THE EVENT CUSTOMER FAILS TO ACCEPT AND APPROVE THE CHANGE ORDER WITHIN (10) TEN CALENDAR DAYS AFTER ISSUANCE BY ADT, ADT WILL PROCEED, KEEP RECEIPTS OF ALL COSTS AND ADD THE INCREASE AS WELL AS A TEN PERCENT (10 %) ADMINISTRATIVE FEE TO ITS NEXT INVOICE TO CUSTOMER.

**12. Duration of Agreement/Termination.** The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party. In addition to any other obligations of Customer set forth herein, for termination of the Agreement prior to the end of the term, the Customer agrees to pay ADT: (i) any outstanding fees and charges for Services rendered prior to termination; (ii) the costs for any materials, goods and equipment purchased or allocated by ADT for Customer; and (iii) any other costs incurred by ADT for Customer including but not limited to labor costs, mobilization costs, permits and fees. The foregoing shall not limit any other rights and remedies available to ADT pursuant to this Agreement or applicable law.

**13. Disclaimer of Legal Advice.** In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

**14. Confidentiality.** Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

**15. Intellectual Property.** The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

**16. Independent Contractors.** ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

**17. Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

**18. Limitation of Liability.** Notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, defects, errors, delays and/or interruptions relative to the Services, goods and/or materials provided by ADT exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

**19. Mutual Waiver of Consequential Damages.** ADT and Customer waive claims against each other for consequential damages arising out of or relating to this

Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

**20. Assignment.** Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

**21. Binding on Successors.** Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their respective successors and permitted assigns.

**22. Severability.** In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

**23. Entire Agreement.** The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

**24. Non-Solicitation.** Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer (or any of its subsidiaries or divisions) hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

**25. Governing Law and Attorney's Fees.** The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

**26. Force Majeure.** ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, strikes, labor disputes or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties expressly agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

**27. Customer Cooperation.** Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 8:00 am and 5:00 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments. Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

**28. Risk of Loss.** This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed and uninstalled equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

**29. Delays.** ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

**30. Hazardous Materials.** Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

**31. Systems Management, Optimization, Maintenance, and Backup.** Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to



applications may not be possible, and Customer may be required to perform extensive software and or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

**32. Wireless Devices.** Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices.

**33. Notices.** Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

**34. Export Control.** Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement, (ii) technical data, (iii) software, (iv) information, or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

**35. Software.** Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

**36. Survival.** Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason.

**37. Waiver.** The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

## APPENDIX 7 – MONITORING

This Appendix shall be the exclusive terms and conditions applicable to monitoring services provided by ADT to Customer (referred to in this Appendix 7 as "Subscriber"). Appendices 2 and 3 do not apply to any such monitoring services, even if attached to the Proposal. Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to monitoring services.

- 1. Scope of Agreement.** ADT will provide (or cause to be provided) the alarm monitoring and notification services specified on the Proposal for the security alarm system at the location(s) shown in the Proposal. References in this Appendix 7 to ADT shall mean, as the case may be, ADT or the company retained by ADT to provide the alarm monitoring and monitoring services set forth herein.
- 2. Service to be Provided.** The alarm monitoring and notification services to be provided shall be provided on a continuing twenty-four (24) hour basis seven (7) days a week. The monitoring and notification services shall consist of the receipt of signals from Subscriber's security alarm system and providing notification to Subscriber's designees as specified in this Appendix in the event of an alarm. The services shall be via cable, telephone lines, internet protocol, and/or radio/cellular.
- 3. Term.** The initial term of this Appendix shall be for Thirty-Six (36) Months (the "Initial Term"). The Initial Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Subscriber has selected.
- 4. Auto Renew.** Upon the expiration of the Initial Term, all monitoring services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Subscriber may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to monitoring services.
- 5. Pricing Change.** ADT may increase the monitoring charges (for any or all locations covered by this Agreement) after the first year of the Initial Term for each such location (but no more than once in any twelve (12) month period) by giving Subscriber thirty (30) days prior written notice.
- 6. Early Termination.** In the event that the Subscriber terminates any monitoring services during the Initial Term or during a Renewal Term, Subscriber shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the Initial Term or Renewal Term (as the case may be) for such monitoring services. Subscriber acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.
- 7. Notification Services; Information Required from Subscriber.** a) The Subscriber shall furnish to ADT and supplement and update Exhibit B, including a complete and accurate list of names and telephone numbers of all persons to be contacted by ADT in the event of an alarm (the "Call List"). ADT shall be entitled to rely in full upon all information in the most recent signed and dated Call List received from Subscriber, regardless of any earlier or later Call List or other information provided. In order to modify the Call List, Subscriber shall complete, sign, date, and submit to the ADT a new Call List. ADT will not rely on any unsigned Call List or any alarm monitoring information not contained on a signed, dated Call List. Additional fees apply for the following services: any changes to the Call List, system code changes and any special reports requested by Subscriber.

b) Upon receipt of an alarm signal from Subscriber, ADT shall promptly notify the person(s) or entity(ies) identified on the Call List. Notification of Police (PD), Fire (FD), the alarm location (LOC), Guard Service (FR), and/or Subscriber's designated Responsible Party(ies) shall proceed in the order indicated on the Call List. Where "RP" is designated, ADT shall call the Responsible Parties identified on the Call List, proceeding in the order listed until a Responsible Party responds with the correct Pass Code. If no Responsible Party answers, the "RP" notification shall be deemed complete when ADT has called each phone number listed on the Call List. It is expressly agreed that ADT is entitled to rely on any direction provided by a Responsible Party who provides a correct Pass Code, including a direction to discontinue further notifications. ADT shall be deemed to have fully discharged any duty to the Subscriber under the Agreement when it has completed all notifications indicated in the Codes and Procedures. All notifications shall be by telephone using the phone number(s) listed unless otherwise indicated on the Call List. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of emergency response providers in response to an alarm, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the alarm before dispatch. We do not guarantee that such additional measures will be successful or that emergency response providers will be dispatched should an alarm occur.

**8. Subscriber's Alarm Equipment.** The Subscriber shall be solely responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be maintained, operated, and tested regularly and in accordance with the manufacturer's recommendations. ADT's obligations under the Agreement exclude any testing, operation, or maintenance of Subscriber's equipment or systems. The Subscriber shall not maintain or use any devices that interfere with the effectiveness and/or functioning of the alarm system. Under no circumstances shall ADT be responsible or liable for the performance of any alarm equipment on the Subscriber's premises.

**9. Limitation of Services.** The services described herein are only deterrents and notifications. ADT does not guarantee that such deterrents will prevent theft, loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in the Agreement. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, ADT MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ADT NEITHER REPRESENTS NOR WARRANTS: THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE SYSTEM WAS DESIGNED TO OR WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, PHYSICAL INJURY, MEDICAL CONDITION OR ILLNESS, OR OTHERWISE; OR THAT THE SYSTEM WILL PROVIDE THE DETECTION OR RESPONSE FOR WHICH IT IS INTENDED. SUBSCRIBER AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY ADT SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; SUBSCRIBER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY AD IN ELECTING TO ENTER INTO THIS AGREEMENT OR THAT, ABSENT SUCH REPRESENTATION, SUBSCRIBER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MA NOT APPLY TO SUBSCRIBER. THIS AGREEMENT GIVES SUBSCRIBER SPECIFIC LEGAL RIGHTS, AND SUBSCRIBER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

**10. Notification of Authorities.** Upon receipt of an alarm signal from Subscriber, ADT shall notify persons and entities specified on the Call List, and further may, but shall have no obligation to, notify police, fire, or other authorities not listed on Call List. Subscriber shall promptly pay any costs, fees, fines or charges by any government or emergency response entity, including "false alarm" or similar, in connection with any notification of an alarm regardless of whether such government/entity is specified in the Codes and Procedures or the Call List. ADT may invoice Subscriber for such costs, fees, fines or charges. Certain cities have policies that require alarm verification prior to dispatching emergency services. Subscriber is to inquire with the applicable municipality about any such verification requirements and what steps, if any, must be taken in the event of an alarm. **NOTE:** In jurisdictions where required, a Direct Connection to the Municipal Police, Fire Department or other Agency shown shall be provided. In addition, certain states require alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Subscriber understands and agrees that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other locations and that the personnel of such Municipal Police and/or Fire Departments or other locations are not the agents of ADT, nor does ADT assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. In certain states, Subscribers using the protected premise to store firearms or ammunition and which hold a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT.

**11. Payments.** Upon entering into the Agreement, Subscriber shall pay the amounts set forth in the Proposal for setup of the monitored alarm account, alarm monitoring fees (billable in advance), and any permit fees specified on Exhibit A. Subscriber shall be responsible for and shall reimburse ADT for all taxes, permits, fees, and fines, arising out of the monitoring services, including but not limited to (i) any costs, fees, fines or charges referenced in Section 10 hereof and (ii) any permit fees set forth on Exhibit A hereof, and/or (iii) any taxes imposed by any governmental agency.

**12. Communications Media: Limitations.** Subscriber recognizes that the alarm signals and communications contemplated under this Appendix are transmitted over telephone or other cable lines, internet protocol, or by radio/cellular, and the maintenance and performance of such lines, networks, or radio/cellular systems are beyond the control of ADT. Under no circumstances shall ADT be responsible or liable for any failure of performance or malfunction due to ineffective transmission through lines under the control of third parties, including but not limited to telephone companies, cable companies, other utilities, or due to malfunctioning radio systems.

**13. Waiver of Consequential Damages; Limitation of Liability.** **IN NO EVENT WILL ADT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. SUBSCRIBER AGREES TO FILE ANY LAWSUIT OR OTHER ACTION SUBSCRIBER MAY HAVE AGAINST ADT OR ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE CLAIM, LOSS, DAMAGE OR LIABILITY. THE LIMITATION OF LIABILITY AS HEREIN SET FORTH IS KNOWINGLY FIXED BY THE PARTIES HERETO AS LIQUIDATED DAMAGE AND NOT AS A PENALTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SERVICES PROVIDED UNDER THIS APPENDIX ARE SOLELY FOR SUBSCRIBER'S CONVENIENCE, AND ADT IS NOT AN INSURER OF SUBSCRIBER'S SECURITY OR ALARM SYSTEMS OR OF ANY FAILURE TO REPORT AN ALARM. SUBSCRIBER SHALL SEPARATELY OBTAIN ANY INSURANCE IT MAY DESIRE AGAINST SUCH RISKS. THE PRICING CONTEMPLATED IN THE AGREEMENT IS BASED ON ADT'S COST OF PROVIDING THE SERVICES AND DOES NOT TAKE INTO ACCOUNT ANY ASSUMPTION OF RISK OR RESPONSIBILITY BEYOND THE LIMITATIONS AGREED HEREIN. THE AGREED PRICING IS NOT SUFFICIENT TO WARRANT THE ASSUMPTION OF ANY RISK OF CONSEQUENTIAL OR OTHER DAMAGES TO THE SUBSCRIBER DUE TO ANY FAILURE TO PERFORM, FAILURE OF ANY EQUIPMENT OR SYSTEMS, FAILURE OF ANY ALARM TO BE RECEIVED BY ADT FROM THE SUBSCRIBER, OR BECAUSE OF ANY DELAY IN OR FAILURE OF ADT TO DISPATCH PUBLIC AUTHORITIES, FIRE, POLICE, OR OTHERS TO INVESTIGATE OR RESPOND TO AN ALARM. SUBSCRIBER SPECIFICALLY AGREES THAT ADT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY ACTUAL OR ALLEGED FAILURE TO DETECT, REPORT, PREVENT, OR MITIGATE ANY EVENT WHICH HAS, MAY, OR SHOULD RESULT IN AN ALARM. ADT'S LIABILITY UNDER THIS APPENDIX, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO ADT UNDER THE AGREEMENT. THIS SUM SHALL BE SUBSCRIBER'S EXCLUSIVE REMEDY AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL LOSS, DAMAGE, INJURY OR DEATH, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM THE PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FROM THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF ADT, ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER, ALL OF THE PROVISIONS, LIMITATIONS AND DISCLAIMERS HEREIN RELATING TO ADT LIABILITIES SHALL SUR VIVE SUCH EXPIRATION OR EARLY TERMINATION. IF SUBSCRIBER WISHES ADT TO ASSUME A GREATER DOLLAR LIABILITY THAN PROVIDED FOR IN THIS AGREEMENT, SUBSCRIBER MAY OBTAIN FROM ADT A HIGHER LIMIT BY PAYING A HIGHER MONITORING CHARGE TO ADT. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT, SETTING FORTH SUCH HIGHER LIMIT AND**

**ADDITIONAL COST, BUT SUCH RIDER SHALL IN NO WAY BE INTERPRETED TO HOLD ADT LIABLE IN EXCESS OF SUCH PROVISIONS.**

**14. Events Beyond ADT's Control.** Communication lines, cable, telephone lines, internet connections/protocols, radio/cellular systems or equipment and instruments used by ADT in the performance of its services may be destroyed or substantially damaged by fire or other catastrophes and ADT may be unable to secure or retain connections or privileges necessary for the transmission of signals between or among the alarm location, the ADT's facilities, any central monitoring station, Call List designees, police or fire dispatch centers having jurisdiction over the alarms, or other parties, all of which events are beyond ADT's control. ADT shall have no liability for events beyond its control. Should conditions beyond ADT's control, including but not limited to strike, flood, riot, fire, explosion, war, conflict, line damage, antenna failure, communications network failure, or other causes beyond the reasonable control of the ADT, hinder or prevent the performance of ADT's services, then ADT (upon learning of the issue) will notify the Subscriber as soon as is reasonably practical of the nature and extent thereof and the approximate anticipated duration. Upon such notification either party shall have the following options: (a) to proceed under this Appendix; or (b) to terminate this Agreement. If the Agreement is terminated, the Subscriber shall pay to ADT all fees and charges through the date of termination and the ADT shall refund any prepaid amount through the date of termination, less any equipment charges still due for ADT owned equipment. Upon such payment, the contractual relationship between the parties shall terminate.

**15. Indemnity. SUBSCRIBER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ADT FROM AND AGAINST ALL CLAIMS, INCLUDING THIRD PARTY CLAIMS, LIABILITIES AND DAMAGES (INCLUDING WITHOUT LIMITATION EXPENSES, COSTS AND ATTORNEYS' FEES) RELATING TO THE DESIGN, INSTALLATION, PERFORMANCE OR OPERATION OF THE SYSTEM, THE MONITORING OF THE SYSTEM, AND ANY RISKS, LOSSES, DAMAGES, INJURIES, DEATH OR OTHER EFFECTS OF ANY HAZARD OR EVENT THAT OCCURS AT OR AROUND THE PREMISES, INCLUDING, BUT NOT LIMITED TO, SUCH CLAIMS OR LIABILITIES THAT ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, AND/OR STRICT LIABILITY BY ADT, OUR ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.**

**16. Integration.** The terms and conditions stated herein constitute the final complete agreement between the Subscriber and ADT with respect to monitoring services. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and ADT.

**17. Subcontracting; Assignment.** Neither party may assign the Agreement without the express prior written consent of both parties. ADT may, in ADT's sole discretion and without notice to Subscriber or any other person, provide to any actual or prospective assignee, purchaser, transferee, or participant, any information that ADT have or know pertaining to this Agreement. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to ADT's disclaimer of warranties and limited liability and third party indemnification, inure to the benefit of, and are applicable to, any assignees and subcontractors with the same force and effect as they bind Subscriber to ADT. Subscriber further acknowledges that any assignees of this Agreement shall not be responsible for claims, liabilities, or damages which accrued prior to the date of assignment.

**18. Governing Law.** This Appendix shall be interpreted and construed in accordance with the laws of the State where the monitored premises are located.

**19. Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action or proceeding, or on any appeal there from.

**20. Notices.** Notices, other than fee adjustments, shall be deemed given when delivered in person, delivered via reputable overnight courier service (such as FedEx or UPS) or delivered by USPS certified mail, return receipt requested, addressed to the parties at the addresses set forth in the Proposal. All changes of address must be in writing and delivered as provided in this Section.

**21. Survival.** The provisions of this Appendix pertaining to consequential damages, liability limitation, events beyond ADT's control, termination, indemnity, integration, and severability shall survive any termination or expiration of the Agreement.

**22. Severability.** If any provision in this Appendix is held to be invalid or unenforceable, such provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.

**23. Waiver of Jury Trial.** Each party hereby waives any right to trial by jury in any suit, action or other legal proceeding brought by either party.

**The following provisions apply to monitoring systems that include Mobile Control by Alarm.com.**

Subscriber acknowledges that (i) it has read and accepted the Alarm.com terms below, and (ii) Subscriber must activate its Alarm.com account online pursuant to the instructions given to Subscriber by Alarm.com, and until Subscriber so activates its Alarm.com account, Subscriber will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that Subscriber will not have the enhanced Mobile Control service, which means, among other things, that Subscriber will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm Subscriber's panel upon entry into your premises. In addition, once Subscriber's Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, Subscriber must arm/set its alarm system at least once every 30 calendar days. If Subscriber fails to arm/set its alarm system at least once every 30 days, then Subscriber will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as Subscriber contacts ADT or Alarm.com to reactivate Subscriber's Mobile Control services. Therefore, ADT strongly encourages Subscriber to activate its Alarm.com account and arm/set its alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

Subscriber has agreed to purchase commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("**Dealer**") pursuant to an agreement with the Dealer ("**Dealer Agreement**"). Alarm.com Incorporated, a Delaware corporation, has authorized the Dealer to market and sell Alarm.com's services ("**Services**") to Subscriber with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("**Equipment**") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("**Terms**") and are part of Subscriber's agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing the agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, subscriber Agrees to be bound by these Alarm.com Terms. Subscriber agree that these Alarm.com Terms may be enforced by ADT directly.

**A1.** Pursuant to the Dealer Agreement, Subscriber has agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. Subscriber acknowledges and agrees that (a) Subscriber has had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) Subscriber accepts the Alarm.com Terms and agrees to be bound by them, and (c) if, for any reason, Subscriber does not remain an Alarm.com subscriber or if the Services become unavailable to Subscriber for any reason, Subscriber will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. ADT or Alarm.com may modify these Alarm.com Terms from time to time to comply with applicable law.

**A2.** The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "**Materials**") and Services. Subscriber will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale,

licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

**A3.** If Subscriber's Services include emergency two-way voice over a cellular or internet connection, Subscriber acknowledges that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service, Subscriber understands and accepts the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If Subscriber's Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by Subscriber only for a limited time based on the quantity of storage Subscriber has ordered from its Dealer. Alarm.com has no control over and take no responsibility for the placement of cameras and their view. Subscriber agrees to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and Alarm.com may disconnect the cameras from the Services if Subscriber, in Alarm.com's sole determination, breaches this covenant. Alarm.com does not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond Alarm.com's control. Alarm.com may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by Subscriber's Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then Subscriber understands and accepts that the motion sensor may not operate as designed and may be affected by conditions outside Alarm.com's control, which may cause the device to malfunction or provide false readings. If the Equipment provided by Subscriber's Dealer includes home automation devices (such as thermostats, lighting controls and door locks), Subscriber understands that such devices may not work together with the Equipment and Alarm.com Services, and Subscriber may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

**A4.** THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO SUBSCRIBER UNLESS SUBSCRIBER HAS ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR SUBSCRIBER'S BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY ALARM.COM ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO SUBSCRIBER OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO SUBSCRIBER OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH SUBSCRIBER. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

**A5.** (A) SUBSCRIBER AGREES THAT ALARM.COM IS NOT AN INSURER OF SUBSCRIBER'S PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND SUBSCRIBER'S PREMISES. THE PRICES THAT ALARM.COM CHARGES FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES ALARM.COM PROVIDES AND NOT THE VALUE OF SUBSCRIBER'S PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY SUBSCRIBER FROM A THIRD PARTY. (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO SUBSCRIBER, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR SUBSCRIBER'S USE OF THE SERVICES. (C) SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL DAMAGES. (D) SUBSCRIBER MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO ALARM.COM. IF SUBSCRIBER ELECTS THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. SUBSCRIBER WAIVES ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST ALARM.COM THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY.

**A6.** Subscriber agrees and acknowledges that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. Subscriber agrees and acknowledges that the use of the Services, Materials and/or Equipment is voluntary.

**A7.** If any of Subscriber's employees, guests, relatives, invitees, or insurers, or any other person or entity connected to Subscriber, or any person or entity who seeks to assert rights they claim are derived from Subscriber's relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then Subscriber will repay to Alarm.com (i) any amount that Alarm.com is required to pay or that Alarm.com agrees to pay in settlement of the claim, and (ii) the amount of Alarm.com's reasonable attorney's fees and any other losses and costs that Alarm.com may incur in connection with the harm, damages, injury or loss.

**A8.** Subscriber understands and agrees that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on Subscriber's heirs, administrators, custodians, trustees, agents and successors.

**A9.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT SUBSCRIBER WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

**A10.** These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If Subscriber is a resident or business located in the State of California, the following applies: If either Subscriber or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

**A11.** If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

**A12.** SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO SUBSCRIBER, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

#### **EXHIBIT A**

#### **ALARM PERMITS**

***Is a Permit required?***

The City where the monitored premises are located (the "City") does not currently require an alarm permit (the "Permit").

***Is there a fee for the Permit?***

The City does not currently charge an annual fee for the Permit ("Permit Fee").

The City charges a Permit Fee, which, as of the date of this Agreement, is .

***Who obtains the permit?***

Based on City requirements, Subscriber is responsible for obtaining the Permit (and any necessary renewals) directly from the City. Subscriber will pay any Permit Fee directly to the City.

ADT shall obtain the initial Permit for Subscriber. Any initial Permit Fee will be invoiced to Subscriber together with the fees set forth in Section 7 of this Appendix. So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT shall obtain any renewals and invoice Subscriber for the cost of such Permit Fees (due upon receipt).

The City requires that ADT obtain the initial Permit for Subscriber. ADT will obtain the Permit, and ADT will invoice Subscriber for any Permit Fee (due upon receipt). So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT will also obtain any renewals. Again, ADT will invoice Client for the Permit Fees (due upon receipt).

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

## Acceptance

**NOTICE:** Our charges under this agreement are based on your agreement to receive and pay for the services for a full Thirty-Six (36) month term.

**IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.**

ATTENTION IS DIRECTED TO THE WARRANTY, LIMITATION OF LIABILITY AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of Equipment or provision of Services. You acknowledge that you may not receive a copy of this Agreement signed by ADT's Authorized Manager, and that such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

- I am at least 18 years of age, and the information I have provided is true and correct to the best of my knowledge.
- I have read, understood, and agree to this Agreement, which contains important information regarding the Equipment and Services provided by ADT.
- I understand and agree that the placement of my signature electronically on this page constitutes my electronic signature for this Commercial Schedule of Protection Proposal and Sales Agreement, which is a valid and binding signature under the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").

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Customer Signature

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ADT Authorized Manager

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**TOWN OF PUTNAM VALLEY  
DISTRICTS**

# Memo

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk *KK*  
**Date:** 3/2/2022  
**Re:** Authorize Supervisor to accept Sewer Tank Removal Proposal

Due to the current construction at Oregon Corners, the old underground storage tank, which was used for the sewer generator, and all its components must be removed for the safety of the Brook and for compliance with the Clean Water Act of 1972.

I formally request the Town Board authorize the supervisor to sign the attached proposal from Elite Environmental Services, 14 Morrissey Dr, Putnam Valley, NY 10579. The cost of the removal is \$3,800. If the tank is larger than 500 gallons, there will be an additional cost. The price includes: cutting, cleaning, tank removal, and 1 tank bottom soil sample. If additional soil samples are required, they are an additional \$400 per sample. Closure report to close out building permit, and removal of all accessible piping.

The proposal does not include repair of walkways, blacktop, landscaping, or other portions of the property including any repair of unmarked utilities. Charges for unforeseen additional labor and materials due to undisclosed conditions. Additional charges include heavy sludge removal @ \$3.50/gallon, used oil and oily water @ \$.90/gallon of used oil and oily water. Vac out truck service \$575. All necessary permits + \$50 processing fee. If flag men are required, that is an additional cost. Backfill rates will apply according to building dept. specs.

In addition, this proposal does not include costs relating to contamination.

To begin work, Elite is requesting a 50% deposit.

The cost to cover the work will come from the sewer district.

# Elite Environmental Services



14 Morrissey Drive  
Putnam Valley, NY 10579  
Tel: (845)-528-0370  
Fax: (845)-528-0375

## "WHERE PERFECTION RUNS DEEP" TANK REMOVAL CONTRACT

Re: 3 Peekskill Hollow Road  
Sewer Pump Station  
Putnam Valley N.Y 10579

C/O Karen Kroboth

February 28, 2022

- i. The price\* to remove an abandon 275/500 gallon underground storage tank at the above referenced property (the "Property") is **\$3,800.00** (plus applicable sales tax). If larger tank size additional cost. This price includes cutting, cleaning, tank removal, 1 tank bottom soil sample is included if additional samples are required they are an additional \$400.00 per sample. Closure report to close out building permit, removal of all accessible piping (including vent, fill and oil lines) Elite retains sole and absolute discretion to determine if weather conditions are appropriate for the work to be performed.

### \*\*\*\*\*We Honor All Valid Coupons\*\*\*\*\*

**\*This price does not include, and Elite shall not be responsible for costs relating to:**

- a. Repair of walkways, blacktop, landscaping or other portions of Property;
- b. Repair of damage to, or replacement of, unmarked utilities including sprinkler systems, septic systems, drain pipes and underground electrical wiring.
- c. Charges for unforeseen additional labor and materials due to undisclosed conditions.
- d. Any additional work or materials required by state, county or local municipalities will be at an additional cost.
- e. Heavy sludge removal-\$ 3.50 per gallon, 90. Cents per gallon of used oil and oily water.
- f. Vac Out Truck Services \$575.00
- g. All necessary permits + \$50.00 processing fee
- h. Not responsible for stone wall or fence
- i. Elite will supply flag men & secure road if necessary at an additional cost
- j. Backfill rates will apply according to building dept. specs

In addition, this Proposal does not include costs relating to contamination, if any, at the Property, soil or groundwater testing, or disposal costs. Should the client seek remediation services offered by Elite, including the preparation of any written reports, Elite may submit a separate proposal for Client's written authorization to proceed.

If delays in this project are encountered due to parties other than Elite, by act, omission or interference, and Elite representatives are on the property, wait charges may apply

If you are in agreement with this proposal, please sign below and return a copy for our files. **No work will commence until this proposal is signed and a 50% deposit is paid a 3% service fee will be applied when purchasing with a credit card.** Balance is due upon completion of the work set forth herein. **Elite shall release manifests and reports, if any, only upon payment in full.** The Client's obligation to pay Elite hereunder shall not be conditioned upon or otherwise affected by insurance coverage or reimbursement to the Client under Client's insurance policies. The undersigned understands that a finance charge of 1.5% per month, which is an annual percentage rate of 18%, will be charged on all past due accounts and will be responsible for all collection costs on past due accounts, inclusive of attorneys' fees and all relevant expenses. This proposal/contract is valid for 30 days from the date indicated at the top of this page.

**THIS PROPOSAL IS UNDERSTOOD AND ACCEPTED BY:**

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ELITE ENVIRONMENTAL &  
TANK TESTING SERVICES**

By: \_\_\_\_\_

Ray Hilyer, President



# Elite Environmental Services



14 Morrissey Drive  
Putnam Valley, NY 10579  
Tel: (845)-528-0370  
Fax: (845)-528-0375

## *"WHERE PERFECTION RUNS DEEP"* TANK REMOVAL CONTRACT

Re: 3 Peekskill Hollow Road  
Sewer Pump Station  
Putnam Valley N.Y 10579

C/O Karen Kroboth

February 28, 2022

### Scope of Work for Removal:

The work to be performed at the above referenced property is:

- \*File for and receive the proper applicable permits with the proper municipalities/authorities in regards to the above referenced **UST** removal and arrange for all applicable inspections.
- Call in a private mark out if needed
- Expose and cut open the top of the **UST**
- Properly remove, clean, transport and recycle the **UST**
- Investigate and determine if the **UST** resulted in any product release or contamination
- Remove all accessible piping at **UST**.
- Cap and seal any remaining piping if applicable.
- If soil sampling results are positive for contamination, a separate contract must be signed to remediate all accessible contamination; if not, one soil sample from the excavation bottom will be properly extracted and submitted to an EPA certified laboratory for DRO analytical and the excavation backfilled with screened fill and raked to grade.

THIS PROPOSAL IS UNDERSTOOD AND ACCEPTED BY:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

ELITE ENVIRONMENTAL &  
TANK TESTING SERVICES

By: \_\_\_\_\_  
Ray Hilyer, President

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

# Memo

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk (KK)  
**Date:** 3/2/2022  
**Re:** Authorize Herbicide Permit application expenditure

---

I formally request that the Town Board authorize the expenditure of \$850 to The Pond and Lake Connection to obtain the necessary permits required for the use of herbicides in Lake Oscawana, Wildwood Knolls and Abele Park. Every member from LOMAC has agreed to this expenditure.



**THE POND AND LAKE**  
CONNECTION

1112 Federal Road  
Brookfield, CT 06804

Estimate

| Date      | Estimate # |
|-----------|------------|
| 2/28/2022 | 59001      |

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| <b>Name / Address</b>                                                                                         |
| Town of Putnam Valley<br>Jacquie Annabi<br>Lake Oscawana<br>265 Oscawana Lake Road<br>Putnam Valley, NY 10579 |

| Description                                                                                                                                                 | Qty | Rate   | Total                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|--------------------------------|
| New York State DEC Permit- Valid for 2022<br>Please allow 90-120 days for processing. It is highly recommended<br>for paperwork to be submitted in January. | 1   | 350.00 | 350.00                         |
| Federal SPDES EPA Aquatic Permit<br>Modeling/Neighbor Notifications                                                                                         | 1   | 150.00 | 150.00                         |
|                                                                                                                                                             | 1   | 350.00 | 350.00                         |
| If the above meets your approval, please sign this copy and return it to the office. Thank you!                                                             |     |        | <b>Subtotal</b> \$850.00       |
| NY #15201 / CT #2764 / NJ #99972A/<br>MA # CC-0048047 / RI #6781 /<br>VT #1586-5192/ PA #BU12662                                                            |     |        | <b>Sales Tax (0.0%)</b> \$0.00 |
|                                                                                                                                                             |     |        | <b>Total</b> \$850.00          |

Signature


| Phone #      | Fax #        | E-mail                   | Web Site                  |
|--------------|--------------|--------------------------|---------------------------|
| 203-885-0184 | 203-885-0873 | pondconnection@gmail.com | www.thepondconnection.com |

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**TOWN OF PUTNAM VALLEY  
DISTRICTS**

# Memo

**To:** Putnam Valley Town Board

**From:** Karen Kroboth, District Clerk 

**Date:** 3/3/2022

**Re:** Authorize the Supervisor to accept the proposal for the installation of sewer meters

---

I formally request the Town Board authorize the supervisor to sign the attached proposal from CEMCO, Water & Wastewater Specialists for the installation of 2 meters at the sewer lift station. The cost of the installation \$10,485.20. The full scope of work is attached. The meters are necessary to gauge the volume of sewage that the current system handles on a daily basis.

The cost to cover the work will come from the sewer district.

# CEMCO

Water & Wastewater Specialists, Inc.  
59 Healey Lane - Stormville, New York 12582  
Phone 845 878-9711 - Fax 845 878-6578  
Email: Cemco59@gmail.com

Michael Damore, General Manager

---

Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, NY 10579

3 March 2022

Attn. Karen Kroboth

RE: Sewer lift station flow meters install

Cemco will provide all labor, equipment and materials to install 2 meters at the lift station located in the area of Oscawana Lake Road and Peekskill Hollow Road.

Scope of work includes but not limited to the following.

Supply and install 2 ultrasonic doppler flow meters for full pipe applications, (liquids with heavy suspended solid content or aeration.) Nema 4x enclosures with backlit LCD's, se4-a clamp on single head ultrasonic sensors, 120vac input power as needed from panel in place, 4-20ma pulse outputs, alarm(flow), 2 programmable relays, onboard 26 million point data logger with usb download port, PC4 sensors mounting kit and couplant. This includes freight, conduit and installation(if needed)to electric panel(existing), connections at electric panel and start up.

\*currently the materials needed are available with a 2 week lead time, as you know supply chain issues and price changes come up quickly and without warning so we can only hold this quote for 15 days without a re-evaluation of costs.

Cost: \$10,485.20

Please call me for any clarification or questions you may have. My cell 1-(914)-906-0402

Thank you  
Mike Damore



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## Town of Putnam Valley

**To:** Putnam Valley Town Board

**From:** Susan L. Manno

**Date:** March 3, 2022

**Subject:** Authorize Facilities Department to go out to bid via  
New York State Office of General Procurement Services Mini-Bid

I formally request that the Putnam Valley Town Board authorize the Facilities Department to go out to bid using a New York State Office of General Procurement Services Mini-Bid for a Photovoltaic System and Installation Services, Contract Number PC68453. The town will be using the state Mini-Bid to solicit vendors for these services that they have under state contract. The Photovoltaic System and Installation will be funded via grants from New York State Energy, Research and Development (NYSERDA) and the Dormitory Authority State of New York (DASNY).



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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

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**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Putnam County Real Property Tax Service Contract  
**DATE:** March 3, 2022

---

**RESOLVE,** that the Town Board approve entering into a contract with Putnam County for the purposes of real property tax services for the calendar year 2022

## PUTNAM COUNTY REAL PROPERTY TAX SERVICE CONTRACT

AGREEMENT MADE THIS 1<sup>st</sup> DAY OF MARCH BETWEEN: THE TOWN OF PUTNAM VALLEY REFERRED TO AS THE TOWN AND THE COUNTY OF PUTNAM HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 40 GLENEIDA AVENUE, CARMEL, NEW YORK 10512, HEREINAFTER REFERRED TO AS COUNTY.

THE PARTIES HEREIN AGREE AS FOLLOWS:

- 1) THE COUNTY SHALL PREPARE THE TENTATIVE ASSESSMENT ROLL, FOR THE CALENDAR YEAR OF **2022** AND HAVE IT AVAILABLE ON THE COUNTY WEBSITE TO COMPLY WITH RPTL §1591
- 2) EVERY TRANSFER OF PROPERTY, CHANGE OF ADDRESS, DESCRIPTION OR VALUATION, SPECIAL FRANCHISE, PUBLIC UTILITY, SHALL BE DATA ENTERED BY ASSESSOR OF TOWN OR DESIGNATED STAFF MEMBER. ASSESSOR AND/OR DESIGNATED STAFF MEMBER IS RESPONSIBLE FOR ALL RPS SOFTWARE UPDATES TO BE CURRENT AND UPDATING REFERENCE TABLES IN RPS.
- 3) AFTER CLOSING OF THE BOOKS ON MARCH 1st, ALL CHANGES SHALL BE ENTERED ON OR BEFORE **APRIL 15th** BY THE TOWN, THIS IS ESSENTIAL SO THAT THE TENTATIVE ASSESSMENT ROLL IS RUN FOR THE MAY 1st DEADLINE.
- 4) ALL GRIEVANCE CHANGES, CORRECTION OF CLERICAL ERRORS, & UNLAWFUL ENTRIES SHALL BE APPROVED BY THE BOARD OF ASSESSMENT REVIEW AND ENTERED BY THE TOWN INTO THE REAL PROPERTY SYSTEM, BACKED UP AND BROUGHT TO THE REAL PROPERTY TAX SERVICE AGENCY NO LATER THAN **JUNE 17th** FOR FINAL ROLL PROCESSING AND SCHOOL PROCESSING.
- 5) ALL CHANGES FOR COUNTY AND TOWN TAX ROLLS SHALL BE SUBMITTED BY THE TOWN ON OR BEFORE **NOVEMBER 18th**.
- 6) ALL UNPAIDS TO BE MANUALLY ENTERED BY THE COUNTY MUST BE SUBMITTED BY **OCTOBER 31st**, RPSV4 MERGEABLE FILES MUST BE SUBMITTED BY **NOVEMBER 18th**.
- 7) A SEPARATE AGREEMENT SHALL BE NEGOTIATED FOR THE PROVISIONS OF RPTL §1537, OPTIONAL COUNTY SERVICES.



PRICE FOR THE PREPARATION OF THE FOLLOWING IS \$ 0.50 PER PARCEL:

- 1) TENTATIVE ASSESSMENT ROLL (2 COPIES\*) AND ASSOCIATED REPORTS, COA'S
- 2) FINAL ASSESSMENT ROLL (2 COPIES\*)
- 3) TAX ROLL (2 COPIES\*)
- 4) HARD & SOFT BINDERS FOR ROLLS
- 5) BANK CODE LISTINGS
- 6) APPORTIONMENT OF SPECIAL FRANCHISE
- 7) 1 SET OF TAX BILLS IN ENVELOPES
- 8) RPS 145D1, 155D1 & 160D1 TAX EXTRACTS
- 9) DATA ENTRY FOR PRO-RATAS
- 10) 1 SET TAX MAPS 24" x 36"

UNPAID WATER, SEWER, OR OTHER UNPAIDS WILL BE CHARGED A FEE IN THE AMOUNT OF 50.00 PER HUNDRED IF THE DATA HAS TO BE MANUALLY ENTERED, OR IF TAX MAP NUMBERS PROVIDED IN COMPUTER FORMAT ARE INVALID.

IF ANY ADDITIONAL SPECIAL DISTRICT ROLLS ARE REQUIRED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER PARCEL.

IF ANY INSERTS ARE REQUESTED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER ENVELOPE.

\*.02 PER PARCEL WILL BE DEDUCTED IF ONE (1) COPY OF EACH ROLL IS REQUESTED INSTEAD OF TWO (2)

THE TOWN OF PUTNAM VALLEY HEREBY REPRESENTS THAT THE AGREEMENT HEREIN HAS BEEN APPROVED BY RESOLUTION OF THE TOWN BOARD, A COPY OF WHICH IS ANNEXED HERETO AND MADE A PART HEREOF:

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN NEW YORK, ON THE DATE HEREIN ABOVE SET FORTH.

READ AND APPROVED BY:

\_\_\_\_\_  
MaryEllen Odell  
County Executive

*Lisa A. Johnson*  
\_\_\_\_\_  
Lisa A. Johnson  
County Director, R.P.T.S.A.

\_\_\_\_\_  
William J. Carlin  
Commissioner of Finance

\_\_\_\_\_  
Jennifer S. Bumgarner  
County Attorney


\_\_\_\_\_  
Mat C. Bruno, Sr.  
Risk Manager

\_\_\_\_\_  
Jacqueline Annabi  
Town Supervisor

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**TOWN OF PUTNAM VALLEY  
DISTRICTS**

# Memo

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 3/3/2022  
**Re:** Authorization to go out to Bid for Abele Park Ramp

---

I formally request the Town Board's authorization to go out to bid for the repair/replacement of the Abele Park Boat Ramp.



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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

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**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Roemer Wallens Mineaux LLP / Labor Relations Attorneys  
**DATE:** March 4, 2022

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RESOLVE, that the Town Board approve entering into a contract with Roemer Wallens Gold & Mineaux LLP, a labor relations law firm, for the purposes of handling and negotiating any labor related issues and contracts.

## AGREEMENT

Made and entered into this \_\_\_\_ day of March, 2022, by and between the **TOWN OF PUTNAM VALLEY**, by and through its Town Board, with its offices located at 265 Oscawana Lake Road, Putnam Valley, New York 10579, hereinafter referred to as the “**TOWN**,” and **ROEMER WALLENS GOLD & MINEAUX LLP**, Labor Relations Attorneys and Consultants, with its principal place of business located at 13 Columbia Circle, Albany, New York 12207, hereinafter referred to as “**ROEMER WALLENS GOLD & MINEAUX**.”

1. The **TOWN** hereby retains and employs **ROEMER WALLENS GOLD & MINEAUX** as its Labor Relations Attorneys and Consultants to provide to the **TOWN** the following professional services for the period of time hereinafter designated.

- (a) Comprehensive negotiating services as exemplified in Exhibit “A” which is attached hereto and made a part hereof for each of the following collective bargaining units in which terms and conditions of employment for the **TOWN** and its employees are negotiated:
  - i) Teamsters
  
- (b) Consultations and advice regarding the **TOWN’S** rights and liabilities in connection with:
  - i) Civil Service Law
  - ii) Taylor law
  - iii) Fair Labor Standards Act
  - iv) Public Officers Law
  - v) Freedom of Information Law
  - vi) Unemployment Insurance Law
  - vii) Workers’ Compensation Law
  - viii) Human Rights/Discrimination
  - ix) Sexual Harassment Investigations
  - x) Disability Benefits
  - xi) Contract Administration and Enforcement
  - xii) Grievances Filed Against Employer
  - xiii) Employee Discipline Matters (Includes drafting of Notice of Discipline based upon information supplied)
  - xiv) Work Rules
  - xv) Layoff Procedures
  - xvi) General Municipal Law
  - xvii) Americans With Disabilities Act
  - xviii) Family and Medical Leave Act
  - xix) Omnibus Transportation Employee Testing Act of 1991 (CDL Drug Testing)
  - xx) Pregnancy Discrimination Act
  - xxi) Appointment of Non-Unionized Employees and related matters
  - xxii) Such other laws, rules and regulations as may apply to the field of labor relations and personnel administration

- (c) Advice and representation for all bargaining units and Town employees in connection with:
- i) Matters assigned by the Town including, but not limited to, contract grievances, disciplinary matters, matters before the Public Employment Relations Board and litigation in Federal and State Courts at the following rates:
- Attorney  
In year 2022, the hourly rate will be \$275.00.
  - Paralegal  
In year 2022, the hourly rate will be \$150.00.

The foregoing shall be exclusive of normal disbursements.

- (d) Periodic printed reports containing relevant information regarding public sector labor relations as obtained from Public Employment Relations Board decisions, New York State Court decisions, relevant Administrative agency decisions and other similar sources.

2. The **TOWN** and **ROEMER WALLENS GOLD & MINEAUX** agree that those representatives of **ROEMER WALLENS GOLD & MINEAUX** who perform services pursuant to this Agreement shall be approved in advance by the **TOWN**.

3. In accordance with our records retention policy, we will maintain all documents, papers and other items relating to our representation of you pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date we cease providing you with legal services hereunder. If you desire to maintain the Records beyond that date, you will need to retain your own copies or request the Records in writing before the end of the four (4) year period. After that time, all of the Records will be destroyed.

4. The term of this Agreement shall be from March \_\_\_\_, 2022 through December 31, 2022. The **TOWN** may terminate this Agreement earlier than December 31, 2022, upon thirty (30) days' written notice from the **TOWN** to **ROEMER WALLENS GOLD & MINEAUX**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first written above.

**TOWN OF PUTNAM VALLEY**

By: \_\_\_\_\_  
Jacqueline Annabi, Supervisor

**ROEMER WALLENS GOLD & MINEAUX LLP**

By: \_\_\_\_\_  
William M. Wallens, Partner

## **EXHIBIT "A"**

### **NEGOTIATION SERVICES**

#### **A. Preparation for Negotiations**

The need for thorough preparation prior to the commencement of actual bargaining is often overlooked. We believe that preparation is a key element in assuring a successful outcome to the negotiation process.

Preparation includes:

- Reviewing the existing contract and offering advice regarding suggested modifications
- Reviewing the existing work rules and practices
- Reviewing grievances filed and arbitration decisions
- Reviewing the demands presented by both Union and Management in the last negotiations
- Reviewing the history of other benefit changes over the past six years
- Reviewing the most recent settlements in similarly situated jurisdictions
- Meeting with first line supervisors to ascertain their needs - both changes to the existing contract, as well as the needed additions to the contract
- Meeting with senior officials to determine their needs and review the findings resulting from meetings with line supervisors

#### **B. Preparation of Demands**

This phase of the process is flexible and is adapted to the needs of each jurisdiction. Generally, we recommend that Labor Counsel prepare suggested demands and that those demands be reviewed by you and modified to suit your needs.

#### **C. Selection of Negotiating Team**

We recommend that a cross-section of management representatives be appointed to the negotiating team so that the entire negotiating process can be "felt" at all levels of management. Managers appreciate the process to a much greater degree if they know and trust those who were directly involved.

#### **D. Participation in Negotiations**

The negotiations are made much easier by careful planning and research as typified in “A”, “B”, and “C” above. We will participate fully in all phases of negotiations including renegotiation preparatory sessions, face-to-face meetings at the bargaining table, management caucuses, and, if necessary, the impasse process. We will maintain a detailed record of the negotiations for use in future proceedings. Our services include representation through the impasse procedure.

#### **E. Communications**

Meetings with key management personnel will be scheduled throughout the negotiating process to inform them of progress in the negotiations and to recommend position modifications.

#### **F. Drafting the Contract**

All changes agreed upon in the negotiations process will be reduced to contract language which accurately reflects the agreement and is readily understood by Union and Management representatives, as well as those important persons not present at the bargaining table such as arbitrators.

#### **G. Ratification**

After a tentative agreement has been entered into, it must be presented to and approved by the appropriate Legislative body. We will appear before such body and make all necessary presentations to explain the proposed agreement.

#### **H. Conduct Management Information Sessions**

At the conclusion of negotiations it is extremely important that all changes be identified and explained to supervisors and managers. General information on reasons for the changes or failure to achieve desired changes must be explained so that managers are fully supportive of the new contract.

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**Carol Pasalides**

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**From:** Henderson, Gina <Gina.Henderson@aus.com>  
**Sent:** Friday, March 4, 2022 9:08 AM  
**To:** dnunez@putnamvalley.com  
**Cc:** Pacheco, Lawrence  
**Subject:** Contract

Good Afternoon DrIsy,

I have taken over for Dennis Gomas as Branch Manager. He has put in our system that your site is due for an increase in rates 2/28/2022. We are going to have to increase the bill rate to \$45/hr to continue service at this location. Please let me know if this is agreeable.

**Gina Henderson**  
**Branch Manager, NorthEast Region**

**Allied Universal**  
12 Water St. | Suite 301 | White Plains, New York 10601  
C: 914.448.3998 | F: 914.560.5038 | gina.henderson@aus.com  
[www.AUS.com](http://www.AUS.com)



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**LEPRECHAUN RESOLUTION**

By Herman Taub, Town Attorney

**WHEREAS**, it has come to the attention of the Town Board of the Town of Putnam Valley, that spirits, goblins, wee folk, fairies, and leprechauns do appear at strange and eerie hours and areas and more specifically are wont to do so on the night before St. Patrick's Day; and

**WHEREAS**, these ethereal beings are usually involved in mischievous and frivolous behavior; and

**WHEREAS**, the Town Board recognizes that these other world beings are generally recidivists and cannot be reformed no matter how much mischief they cause and notwithstanding the punishment that is prescribed; and

**WHEREAS**, it would be to no avail to provide for corporal or other punishments since fairies, spirits, wee folk, leprechauns and goblins of the hob type are incorrigible; and

**WHEREAS**, it is known that these wee folk have the power to appear and disappear at will and take the form of humans or animals; and

**WHEREAS**, on past occasions on the night before St. Patrick's Day a Shamrock has miraculously appeared on the road at the intersection of Oscawana Lake Road and Peekskill Hollow Road; and

**WHEREAS**, these mischievous doings have been heretofore erroneously ascribed to human sources; and

**WHEREAS**, after diligent study and consultation with our law enforcement officials, the Town Board has concluded that the appearance of said shamrock can only be due to the doings of creatures not of this corporeal world,

**NOW, THEREFORE, BE IT RESOLVED**, that for the period from 12:01 a.m. on March 10, 2022 to 5:00 a.m. on March 17, 2022, should there be any artistic drawings mysteriously appearing on the pavement of the road at Oregon Corners by spirits or ethereal beings of an unknown nature, a period of amnesty and freedom from corporal punishment and corporeal and "incorporeal" restraint of the alleged perpetrators is hereby declared only for the period and purposes set forth above.



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3/1/2022

**TOWN OF PUTNAM VALLEY  
OFFICE OF BUILDING & ZONING  
265 Oscawana Lake Road**

**Daily Fee Report - Summary**

From: 2/1/2022 To: 2/28/2022

| Fee Type                     | Count     | Amount             |
|------------------------------|-----------|--------------------|
| ADDITION/ALTERATION          | 1         | \$643.00           |
| CW                           | 4         | \$375.00           |
| DEM/R                        | 1         | \$100.00           |
| ELECTRI APP/NY ELEC          | 4         | \$120.00           |
| ELECTRIC APP/SWIS            | 8         | \$240.00           |
| GAS/PROPANE                  | 9         | \$825.00           |
| GENERATOR PERMIT             | 4         | \$300.00           |
| HVAC                         | 3         | \$375.00           |
| MG                           | 2         | \$150.00           |
| MI                           | 1         | \$75.00            |
| PERM                         | 4         | \$1,295.00         |
| PL                           | 2         | \$150.00           |
| RE                           | 10        | \$6,245.00         |
| RU                           | 1         | \$125.00           |
| SEARC                        | 8         | \$1,600.00         |
| SOLAR PANELS                 | 3         | \$817.00           |
| TREE                         | 1         | \$75.00            |
| WETADM                       | 2         | \$100.00           |
| WETL                         | 2         | \$200.00           |
| WT/S                         | 2         | \$200.00           |
| <b>Total Fees Collected:</b> | <b>72</b> | <b>\$14,010.00</b> |
| <b>Cash</b>                  | <b>3</b>  | <b>\$325.00</b>    |
| <b>Cashiers Check</b>        | <b>1</b>  | <b>\$3,763.00</b>  |
| <b>Check</b>                 | <b>67</b> | <b>\$9,892.00</b>  |
| <b>Money Order</b>           | <b>1</b>  | <b>\$30.00</b>     |

see list attached

FEE TYPES

|                            |                                                  |
|----------------------------|--------------------------------------------------|
| ADDITION/ALTERATION        | Permits for Additions/Alterations                |
| BLASTING                   | Permits to Blast                                 |
| CW                         | Commence Work Permit                             |
| CREDIT CARD FEE            | Credit Card Fee charged for usage of credit card |
| DEM/R                      | Demolition/Residential                           |
| ELECTRIC APP/NY ELECTRICAL | Electric application/NY Electrical               |
| ELECTRIC APP/SWISS         | Electric application/Swiss                       |
| FENCE/WALL                 | Permit for Fence/Wall                            |
| GAS/PROPANE                | Permit for Propane Gas Installation              |
| GENERATOR PERMIT           | Generator Installation                           |
| HVAC                       | Heating, Vent., A/C Permit                       |
| IN GROUND POOL             | Permit for In Ground Pool                        |
| MG                         | Minor Grading Permit                             |
| MI                         | Miscellaneous Building Permit                    |
| OPERATING PERMIT           | Operating Permits /Commercial                    |
| PERM                       | Building Permits                                 |
| PERNC                      | New Construction Permits                         |
| PL                         | Plumbing Permits                                 |
| RE                         | Renewal Building Permits                         |
| RHCS                       | Rock Hammer Crush Shatter Rock Permit            |
| RU                         | Spec. Use Renewal                                |
| SEARC                      | Municipal Search                                 |
| TENT                       | Tent Permit                                      |
| TREE                       | Tree Permit                                      |
| WETADM                     | Wetland Administrative Fee                       |
| WETL                       | Wetland Permit Application Fee                   |
| WT/S                       | Wetland Screening                                |





# TOWN OF PUTNAM VALLEY

## Budget Adjustment Form

|                                                        |                        |                           |                          |
|--------------------------------------------------------|------------------------|---------------------------|--------------------------|
| Year: 2021                                             | Period: 12             | Trans Type: B1 - Transfer | Status: Posted           |
| Trans No: 115910                                       | Trans Date: 12/31/2021 | User Ref: MANGELICO       |                          |
| Requested:                                             | Approved:              | Created by: MANGELICO     | 02/23/2022               |
| Description: BUDGET TRANSFERS - YEAR END DECEMBER 2021 |                        |                           | Account # Order: Yes     |
|                                                        |                        |                           | Print Parent Account: No |

| Account No.          | Account Description              | Amount    |
|----------------------|----------------------------------|-----------|
| A.1110.130           | JUSTICE COURT.COMP EMPLOYEES     | -108.48   |
| A.1110.424           | JUSTICE COURT.CONTRACTUAL        | 108.48    |
| A.1620.411           | BUILDINGS.WATER EXPENSES         | 2,195.62  |
| A.1620.430           | BUILDINGS.POWER & LIGHT          | -4,660.00 |
| A.1620.440           | BUILDINGS.SUPPLIES & MAINTENANCE | 4,753.12  |
| A.1650.424           | CENTRAL COMMUNICATIONS.SUPPLIES  | 40.32     |
| A.1660.410           | CENTRAL SERVICE.PRINTING & ADV   | 200.00    |
| A.1910.400           | UNALLOCATED INSURANCE            | -2,288.74 |
| A.1990.400           | CONTINGENT ACCOUNT               | -240.32   |
| A.7110.400           | PARKS.CONTRACTUAL                | 94.90     |
| A.7110.420           | SPORTS.CONTRACTUAL               | -94.90    |
| <b>Total Amount:</b> |                                  | 0.00      |







**TOWN OF PUTNAM VALLEY****Encumbrance Adjustment Form**

Year: 2021 Period: 1 Date: 12/31/2020  
Trans No: 51 Type: Enc Status: Posted  
Created By: MANGELICO 03/05/2021 Approved By:  
Description: YEAR END ENCUMBRANCE CARRY OVER Print Parent Account: No

| Account No. | Account Description              | Encumbrance   |
|-------------|----------------------------------|---------------|
| A.0522      | EXPENDITURES                     | 624.04        |
| A.1620.440  | BUILDINGS.SUPPLIES & MAINTENANCE | -224.90       |
| A.7310.400  | CHILDRENS CENTER.CONTRACTUAL     | 198.12        |
| A.9785.600  | INSTALLMENT DEBT.PRINCIPAL       | 614.90        |
| A.9785.700  | INSTALLMENT DEBT.INTEREST        | 35.92         |
|             | <b>Total:</b>                    | <u>624.04</u> |