



TOWN OF PUTNAM VALLEY

Town Board Work Session

January 21st, 2026

Town Hall

5 PM

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### Meeting called to Order

### Pledge of Allegiance

1. Discuss Putnam Valley Volunteer Fire Department 2026 Contract and Putnam Valley Volunteer Ambulance Corps. 2026 Contract
2. Introduction of Local Law to Amend Senior Tax Exemption
3. Approve July 4 Ever Fireworks Inc. Contract for Independence Day Celebration
4. Boards & Commissions:
  - a. Accept Resignation of Sarah Bartlett from Climate Smart Task Force
  - b. Appoint Member to Continental Village District Advisory Commission
  - c. Appoint Members to Commission for the Conservation of the Environment
  - d. Appoint Ad-Hoc Member to Planning Board
  - e. Appoint Member and Ad-Hoc Member to Zoning Board
  - f. Appoint Member and Ad-Hoc Member to Parks & Recreation Commission
5. Districts:
  - a. Appoint RBL Carp Fence Cleaner
  - b. Appoint Egg Addler for Roaring Brook Lake, 2026 Season
  - c. Authorize to Go to Public Bid for District Grass Cutting 2026
  - d. Request for Appointment of Valve Custodian – LOMAC 2026
  - e. Approve RJ Chestnut Snowplowing Glenmar Gardens 2026
  - f. Ratify RJ Chestnut Contract for Roaring Brook Lake – Snow Plowing of Fire Lanes 2026
  - g. Approve KARACO Maintenance Proposal for Lake Peekskill Garage 2026
  - h. Approve HVAC Maintenance Proposal from KARACO for Lake Peekskill Community Center 2026
  - i. Request for Authorization of NYSFOLA C-SLAP Program and Membership Expenditures for Lake Peekskill Improvement District, 2026
  - j. Request for Authorization of NYSFOLA-CSLAP Program and Membership Expenditures for LOMAC, 2026
  - k. Request for Authorization of NYSFOLA-CSLAP Program and Membership Expenditures for Barger Pond, 2026
  - l. Request for Authorization of NYSFOLA-CSLAP Program and Membership Expenditures for Roaring Brook Lake, 2026
6. Highway:
  - a. Accept Resignation of Nicholas Yerks
  - b. Accept Resignation of Earl Peverini
  - c. Approve Appointment of New Laborer
  - d. Approve Snow Plow Rider for 2025/2026 Winter Season
7. Facilities Department:
  - a. Approve Maintenance Contract with Aspen HVAC
  - b. Approve EverOn Contract for Town Hall Building
  - c. Approve EverOn Contract for Parks & Recreation Building



**TOWN OF PUTNAM VALLEY**

**Town Board Work Session**

**January 21<sup>st</sup>, 2026**

**Town Hall 5 PM**

**Agenda Continued – Page 2**

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- d. Approve Coastal Clock and Chime Contract
- e. Authorization to Bid Open Top Containers
- f. Approve Bulk Drop-Off Attendant for 2026
- g. Approve CEMCO Water & Wastewater Specialists Inc. 2026 Contract for Town Hall Well Quarterly Water Testing
- 8. Assessor: Accept Assessor’s Resignation
- 9. Finance: Approve O’Connor Davies Audit Agreement
- 10. Parks & Recreation:
  - a. Approve December 2025 Personnel Changes
  - b. Approve December 2025 Refunds
- 11. Building Department: Daily Fee Report:
  - a. Month of November (11/01/2025 through 11/30/2025)
  - b. Month of December (12/01/2025 through 12/31/2025)
  - c. Year 2025 (01/01/2025 through 12/31/2025)
  - d. Amend Building Fees Resolution #R26-5
  - e. Approve Leave of Absence
- 12. Public Comment [Three-Minute Time Limit Per Person]

**Adjournment**

**Next Town Board Meeting: Wednesday, January 28<sup>th</sup>, 2026 6 PM**

**Public Hearing: Amendments to Local Zoning Laws  
Wednesday, January 28<sup>th</sup>, 2026 – 6 PM**

**Public Hearing: Putnam Valley Volunteer Fire Department  
2026 Contract – Wednesday, January 28<sup>th</sup>, 2026 – 6 PM**



# Putnam Valley Volunteer Fire Department Inc.

House Phone  
Station # 1 845-526-2879  
Station # 2 845-528-4440

P.O.Box 21 • Putnam Valley, NY 10579

Fax  
Station # 1 845-526-2881  
Station # 2 845-528-2504

**In Case of Emergency Dial 911**

TO: Alison Jolicoeur, Supervisor, Town of Putnam Valley  
FROM: Bruce Johnson, Chairman, PVVFD Board of Directors  
DATE: 9 January 2026

RE: Contract extension-memorandum of agreement

After receiving your request for written confirmation that the Putnam Valley Volunteer Fire Department will continue to provide fire and emergency rescue services to the residents of the Putnam Valley Fire Protection District, under the conditions provided for in the previous contract that expired on 31 December 2025 I polled the Board of Directors. They agreed, and authorized me to provide the written confirmation you requested, which I am hereby doing via this memo.

The Putnam Valley Volunteer Fire Department agrees to continue providing fire suppression and emergency rescue services to the Putnam Valley Fire Protection District, extending the terms and conditions of the previous contract that expired 31 December 2025, until such time as a new contract can be agreed to and signed by both parties, which is expected to be completed on or about 28 January 2026.



## **Putnam Valley Volunteer Ambulance Corps**

218 Oscawana Lake Road, PO Box 141, Putnam Valley, NY 10579-0141  
Emergency 911 / Non-emergency (845) 526-3119 / Fax (845) 526-6561  
[www.pvvac.org](http://www.pvvac.org)

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To: Alison Jolicoeur, Supervisor, Town of Putnam Valley  
From: Michael Mocuiski, Board Chairman  
Date: January 14, 2026

Re: Contract extension – memorandum of agreement

The Putnam Valley Volunteer Ambulance Corps will continue to provide emergency services to the residents of our Town under the conditions provided for in the previous contract that expired on December 31, 2025. We will continue providing service until such time as a new contract can be agreed to and signed by all parties.

## Elaine McGinty

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**From:** Margaret DiRubba  
**Sent:** Friday, January 16, 2026 10:34 AM  
**To:** Alison Jolicoeur  
**Cc:** Elaine McGinty  
**Subject:** Workmans Comp. -First Responders - Town if Putnam Valley

Alison,

Please see email below from Ari Reyes of Brown and Brown, our Insurance company account representative confirming that our First Responders are completely covered under our workers compensation policies.

Regards,

*Margaret DiRubba*  
Aid to the Town Board  
Facilities Department  
Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, NY 10579  
845-526-9114  
[mdirubba@putnamvalley.gov](mailto:mdirubba@putnamvalley.gov)

**From:** Ari Reyes <[Ari.Munoz@bbrown.com](mailto:Ari.Munoz@bbrown.com)>  
**Sent:** Wednesday, January 14, 2026 10:11 AM  
**To:** Margaret DiRubba <[mdirubba@putnamvalley.gov](mailto:mdirubba@putnamvalley.gov)>  
**Subject:** RE: IMPORTANT!! Workmans Comp. - Town if Putnam Valley WC 0001340-15

Hi Margaret,

Yes, the workers compensation is currently active from 7/1/2025 – 6/30/2026. This is also on its first year of a two-year term, as long as renewal payment is made by/on 6/30/2026 this should renew for the 7/1/2026 – 6/30/2027 term as well.

The Volunteer Ambulance Corp has its own workers compensation coverage that renews yearly on 7/1, so this will renew on 7/1/2026.

Thank you!

**Ari Reyes**  
Account Representative

332 Route 100, Ste 3  
Somers, New York 10589  
[BBrown.com](http://BBrown.com) | NYSE: BRO

**RESOLUTION OF THE TOWN BOARD OF THE PUTNAM VALLEY TOWN BOARD**

***Identifier: Introducing Local Law No. 1 of the year 2026: Amending Article I of Chapter 108 of the Town Code of the Town of Putnam Valley by Increasing the Income Threshold of the Senior Citizen Property Tax Exemption***

The meeting was called to order by Supervisor Alison Jolicoeur and the following were:

**P R E S E N T:**

- \_\_\_ Supervisor Alison Jolicoeur
- \_\_\_ Councilman CJ Brooks
- \_\_\_ Councilwoman Sherry Howard
- \_\_\_ Councilman Louie Luongo
- \_\_\_ Councilman Christian Russo

\_\_\_\_\_ moved the following resolution, seconded by \_\_\_\_\_, to introduce and set a date for the public hearing on the following proposed local law:

**Local Law No. 1 of the year 2026 entitled “Local Law to Amend Article I of Chapter 108 of the Town Code of the Town of Putnam Valley by Increasing the Income Threshold of the Senior Citizen Property Tax Exemption” (“Local Law”), a copy of which is annexed hereto as Exhibit A.**

WHEREAS, \_\_\_\_\_ has introduced this proposed local law for the Town of Putnam Valley, to be known as Town of Putnam Valley Proposed Local Law No. 1 of the year 2026 entitled “Local Law to Amend Article I of Chapter 108 of the Town Code of the Town of Putnam Valley by Increasing the Income Threshold of the Senior Citizen Property Tax Exemption”;

WHEREAS, the Town Supervisor has certified the immediate need for the passage of said local law pursuant to Section 20 of the New York Municipal Home Rule Law; and

BE IT RESOLVED, that a public hearing be held in relation to the proposed Local Law as set forth in the form of notice, hereinafter provided, at which hearing parties in interest and citizens shall have an opportunity to be heard, to be held at the Town Hall located at 265 Oscawana Lake Road, Putnam Valley, New York on **January 28, 2026 at 6 o’clock p.m.**, Prevailing Time, and that notice of said meeting shall be published in the official newspaper of

general circulation in the Town of Putnam Valley by the Town Clerk, at least three (3) days before such hearing and that such notice shall be in the following form:

NOTICE OF PUBLIC HEARING

**TAKE NOTICE** that the Town Board of the Town of Putnam Valley will hold a public hearing at the Town Hall located at 265 Oscawana Lake Road, Putnam Valley, New York on January 28, 2026, at 6 o'clock p.m., Prevaling Time on the following proposed local law with the text of such Local Law to be in the form attached hereto and made a part hereof as Exhibit A:

**Local Law No. 1 of the year 2026 entitled "Local Law to Amend Article I of Chapter 108 of the Town Code of the Town of Putnam Valley by Increasing the Income Threshold of the Senior Citizen Property Tax Exemption"**

**TAKE FURTHER NOTICE**, that copies of the aforesaid proposed local law will be available for examination at the Town of Putnam Valley Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York and on the following webpage of the Town of Putnam Valley website: [www.putnamvalley.gov](http://www.putnamvalley.gov)

**TAKE FURTHER NOTICE**, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: Putnam Valley, New York  
\_\_\_\_\_, 2026

\_\_\_\_\_  
MICHELLE STEPHENS, TOWN CLERK

The question of the foregoing Resolution was duly put to a vote, the Town Board voting as follows:

|                             | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> |
|-----------------------------|------------|------------|----------------|
| Supervisor Alison Jolicoeur | —          | —          | —              |
| Councilman CJ Brooks        | —          | —          | —              |
| Councilwoman Sherry Howard  | —          | —          | —              |
| Councilman Louie Luongo     | —          | —          | —              |
| Councilman Christian Russo  | —          | —          | —              |
| TOTAL                       | —          | —          | —              |

I hereby certify that the above is a true and correct copy of the Resolution passed by the Town of Putnam Valley Town Board at a meeting held on January 21, 2026

Date: \_\_\_\_\_, 2026

\_\_\_\_\_  
MICHELLE STEPHENS, TOWN CLERK

**Exhibit "A"**

**Town of Putnam Valley Local Law No. 1 of 2026**

**LOCAL LAW TO AMEND ARTICLE I OF CHAPTER 108 OF THE TOWN CODE  
OF THE TOWN OF PUTNAM VALLEY BY INCREASING THE INCOME  
THRESHOLD OF THE SENIOR CITIZEN PROPERTY TAX EXEMPTION**

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

**Part 1. Title**

This Local Law shall be known as the “Local Law to Amend Article I of Chapter 108 of the Town Code of the Town of Putnam Valley by Increasing the Income Threshold of the Senior Citizen Property Tax Exemption”

**Part 2. Enactment**

This Local Law is adopted and enacted pursuant to the authority and power granted by § 10 of the Municipal Home Rule Law of the State of New York.

**Part 3. Amendment of the Town Code**

Article I, Chapter 108: “Senior Citizens Exemption” of the Town of Putnam Valley Code is amended as follows:

§ 108-3 is amended in its entirety and restated to read as follows:

**§ 108-3 (A):** Pursuant to the provisions of the Real Property Tax Law, the real property owned by one or more persons, each of whom is 65 years of age or over, shall be exempt from taxation up to a maximum of 65% of the assessed valuation thereof, as hereinafter provided.

**§108-3 (B):** All of the provisions, conditions and requirements of § 467 of the Real Property Tax Law and amendments thereto shall apply to the application for and the granting of such exemption on the assessment rolls of the Town as they apply to the Town of Putnam Valley except that no exemption shall be granted if the income of the owner or the combined income of the owners of the property for the applicable income tax year immediately preceding the date of making application for exemption is less than \$58,400.

**§108-3 (C):** Real property owned by persons 65 years or over shall be exempt from certain Town taxes pursuant to Real Property Tax Law § 467, up to a maximum of 65% of the assessed valuation pursuant to the following schedule:

| Annual Income                             | Percentage of Assessed Value Exempt from Taxation |
|-------------------------------------------|---------------------------------------------------|
| Less than or equal to \$47,000            | 65%                                               |
| More than \$47,000 but less than \$48,000 | 60%                                               |
| More than \$48,000 but less than \$49,000 | 55%                                               |
| More than \$49,000 but less than \$50,000 | 50%                                               |
| More than \$50,000 but less than \$51,000 | 45%                                               |
| More than \$51,000 but less than \$52,000 | 40%                                               |
| More than \$52,000 but less than \$53,000 | 35%                                               |
| More than \$53,000 but less than \$53,900 | 30%                                               |
| More than \$53,900 but less than \$54,800 | 25%                                               |
| More than \$54,800 but less than \$55,700 | 20%                                               |
| More than \$55,700 but less than \$56,600 | 15%                                               |
| More than \$56,600 but less than \$57,500 | 10%                                               |
| More than \$57,500 but less than \$58,400 | 5%                                                |

**§108-3 (D):** The income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of the application for exemption from all sources, as set forth in § 467, must be less than \$58,400. "Income tax year" shall mean the twelve-month period from which the owner or owners file a federal personal income tax return or, if no such return is filed, the calendar year. When title is vested in either the husband or wife, the combined income of both may not exceed such sum.

**Part 4. Severability**

The invalidity of any part or provision (e.g., word, section, clause, paragraph, sentence) of this Local Law shall not affect the validity of any other part of this Law which can be given effect in the absence of the invalid part or provision.

**Part 5. Effective Date**

This Local Law shall take effect immediately upon the filing with the Office of the Secretary of State of the State of New York, in accordance with the applicable provisions of law, and specifically, Article 3, Section 27 of the New York State Municipal Home Rule Law.



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**ALISON JOLICOEUR**  
TOWN SUPERVISOR

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TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: July 4 Ever Fireworks Inc. / 2026 Contract for Independence Day Celebration  
DATE: January 13, 2026

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RESOLVE, that the Town Board authorize the Town Supervisor to sign a contract with JULY 4 EVER FIREWORKS INC – for fireworks services on Thursday, July 2<sup>nd</sup>, 2026 in celebration of Independence Day for the sum of \$8,000.00, \$4,000.00 of which will be deducted from the Parks & Recreation Budget and \$4,000.00 of which will be deducted from the Town Budget.



## JULY 4 EVER FIREWORKS INC

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this **13th** day of **January**, 20**26**, by and between **JULY 4 EVER FIREWORKS INC**, of Walden, NY (hereinafter referred to as "July 4 Ever"),

AND

**Town of Putnam Valley**

(hereinafter referred to as "Client")

**WITNESSETH:** For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, July 4 Ever and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions and payments of this contract:

**July 4 Ever agrees:**

1. To furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay July 4 Ever for the Fireworks as follows:

**Display Date: July 2nd, 2026**

**Postponement Date: N/A**

**Contract amount: \$8,000.00** ; 10% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to July 4 Ever, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of July 4 Ever without written authority.

2. JULY 4 EVER further agrees to furnish, sufficient trained personnel to present a display.

**CLIENT further agrees:**

3. To procure and furnish a suitable place to display the said Fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community

**Price does not include any permit fees**

**Town of Putnam Valley Fireworks Display @ Leonard Wagner Park**

**The PARTIES mutually agree:**

4. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15% plus any 3<sup>rd</sup> party vendor expenses. In the event SPONSOR cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. SPONSOR will have up to 30 days from the date of cancellation to request July 4 Ever to reschedule the Fireworks Display. Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display and may not be rescheduled to 7/1 - 7/4 of any year without express consent of July 4 Ever.

5. July 4 Ever reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not adversely affect price, time

of delivery, functional character or display performance. July 4 Ever reserves the right to use multiple subcontractors in the setup and licensing of the display.

6. If the location of the firing site, spectator's location, parking areas or structures is deemed unsuitable or unsafe, in the discretion of July 4 Ever or its agents or personnel, July 4 Ever may refuse to fire the display until conditions are corrected. If such conditions are not corrected, July 4 Ever may cancel the display without further liability to the Client for such cancellation.



7. This contract shall be deemed made in the State of New York and shall be constructed in accordance with the laws of New York. The parties agree and consent to the jurisdiction of New York to determine conflicts regarding the language and payments to be made under this Contract.
8. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, July 4 Ever may refuse to make further delivery and may terminate this contract without prejudice to the rights of July 4 Ever. If the Client's financial conditions become unsatisfactory to July 4 Ever, July 4 Ever, may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
9. If Client fails to pay the monies due under this contract, July 4 Ever is entitled to recover the balance due plus interest at 1-1/2% per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, July 4 Ever is entitled to recover the balance due, plus accrued interest of 10%, plus attorney's fees, and court costs.
10. This Contract shall not be construed to create a partnership between the parties or persons mentioned herein.
11. **INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE.** July 4 Ever shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control. In the event July 4 Ever is unable to deliver the Fireworks Display on the Delivery Date this contract will remain in full force and effect and the Fireworks Display will be performed on the Alternate Date or if no Alternate Date is stated then on such other date as may be agreed upon by the parties.
12. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of July 4 Ever, which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
13. Client agrees to hold harmless July 4 Ever for any and all actions, claims, and legal fees incurred outside the operations or control of July 4 Ever. July 4 Ever agrees to hold harmless client for any and all actions, claims, and legal fees incurred outside the operations of the client.
14. **LIQUIDATED DAMAGES:** It is agreed by and between the parties hereto that in the event of SPONSOR'S default hereunder July 4 Ever shall be entitled to receive the entire contract price and same shall be considered "liquidated damages" based upon an understanding between the parties hereto that July 4 Ever will have suffered damages due to Sponsor's default. The damages suffered by July 4 Ever as a result of Sponsor's default will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount due July 4 Ever is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by July 4 Ever.
15. **SECURITY/SAFETY:** SPONSOR shall provide and maintain sufficient Security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not limited to, be all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by July 4 Ever. SPONSOR shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician. It is understood and agreed that July 4 Ever will cease all fireworks discharge due to any security breach of the FSZ. July 4 Ever shall not be responsible for

personal injury, vehicle or property damage occurring within the FSZ as a result of the SPONSOR's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. SPONSOR acknowledges and agrees that July 4 Ever responsibilities are limited to the Fireworks Display and that July 4 Ever is relying on SPONSOR to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of SPONSOR shall be in accordance with the current edition of NFPA 1123- and under the direct supervision of the July 4 Ever technician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The July 4 Ever technician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup or the Fireworks Display, or the setup schedule. The July 4 Ever technician may at any time temporarily discontinue the discharge of fireworks for any reason.

16. COAST GUARD PERMITS (where required): If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 60 days prior to the Display Date (135 days prior for 4th of July events). Coast Guard Application and Permit to Handle Hazardous Materials. Coast Guard Marine Event Permit.
17. SPONSOR RESPONSIBILITIES AND EXPENSES (The following services need to be provided and paid for by the SPONSOR in addition to the Fireworks Display Price. SECURITY: MUST BE PROVIDED FOR FIREWORKS TRUCK(S) AND TO MAINTAIN THE FIRE SAFETY ZONE AT STAGING AREA FROM FIREWORKS TRUCK(S) ARRIVAL, UNTIL TRUCK DEPARTURE WHICH MAY BE FOLLOWING THE REQUIRED FIRST LIGHT DUD SEARCH ON THE MORNING AFTER THE DISPLAY.
18. Sand: Please provide \_\_\_ yards of sand. Laborer(s): \_\_\_ laborers to arrive at fireworks site on \_\_\_\_\_ (They will not handle fireworks). Hotel Room(s): \_\_\_ hotel rooms (within 10 miles of show site). Vehicle(s): Four-wheel drive vehicle for movement on sand: Yes  No
19. If you have ordered a set piece(s), you are responsible for erecting the scaffolding and it must be ready when the crew arrives.
20. RADIO SIMULCAST EXPENSES (if applicable): 1) Set up and staff a firework simulcast command center on site by 1 :00 PM on the display date. 2) Provide broadcast relay to July 4 Ever Firing Center. Call our office for details. 3) Speaker system for VIP viewing stands.

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IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above-written.

**For CLIENT:**  
TOWN OF PUTNAM VALLEY

**For JULY 4 EVER FIREWORKS INC:**

By: \_\_\_\_\_  
ALISON JOLICOEUR

\_\_\_\_\_

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

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

Please sign contract where indicated for Client and return all copies for final acceptance to:

**July 4 Ever**  
**382 Rock Cut Road**  
**Walden, NY 12586**  
**Office: 1-845-564-0184**

**JULY 4 EVER FIREWORKS how we started...where we are now!**

**July 4 Ever Fireworks** company has been in the fireworks industry for over 40 wonderful years. We have always been family owned and operated because of our love and passion we have for fireworks.

**Our journey** started as wholesalers to the industry, we imported fireworks that were used in thousands of displays throughout the country and abroad. At one time we were the largest importers on the East coast with the most talked about facility with our Military bunkers used to house fireworks. We have loyal employees from our office staff to our dedicated trained Pyrotechnicians.

**Our company** does displays all year long from the hottest days of summer to the coldest days of winter. Our year-round displays have allowed us to keep our steady clients happy and able to do their biggest Fourth of July displays to their New Years Eve display and every special event in between. Our displays have been seen on TV, from New York to Las Vegas, Barges, Lakes, Beaches, Ball stadiums, National Geographic, around the NYC area, Chinese New Year, Towns, Villages, Corporate events, Weddings and many more.

**Our number one priority** has always been safety. We pride our company on safety and making sure our clients mind is at ease knowing our commitment and dedication is to assure every show is tailored designed for the location and audiences to have the best experience and a spectacular night to remember.

**All Permits**, licensing, insurance, workers compensation will be promptly done in our office in a timely manner from the initial signing of the contract. We will do all meetings for sight inspections, and Town Hall meetings (if required).

**Our commitment** is to provide each client a choreographed show designed by a team dedicated to making sure each show is uniquely planned. We use the highest-grade quality pyrotechnics for ALL our displays and guarantee the best display for every budget.

**Our team** is one of a few who proudly answers all calls anytime day or night, being able to speak to a representative if any questions should arise. Our customer service is exceptional, and we proudly give references should they be requested.

***Reputation Is everything:***

***What you can expect:*** High impact, rhythm like dancing fireworks especially if choreographed to music. There is a WOW opening, a body which will captivate and keep audiences engaged with special designs, variety of colors and multiple effects, our finale will consist of a barrage of fireworks that will leave audiences applauding for more!

***Thank you. We look forward to working with you!***

*July 4 Ever Fireworks*

**Synopsis of Services**

- ❖ SHOW DATE: July 2nd, 2026
- ❖ PROGRAM BUDGET: \$8,000.00
- ❖ EFFECT LIST: See Attached
- ❖ PERSONNEL: New York Licensed Technician plus labor
- ❖ TRANSPORTATION: July 4 Ever Vehicle
- ❖ PERMITS: As required by Town
- ❖ INSURANCE: As required by Sponsor

July 4 Ever  
382 Rock Cut Rd, Walden, NY 12586  
Tel: 845-564-0184

## Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

### CUSTOMER INFORMATION

NAME: Town of Putnam Valley  
ADDRESS: 265 Oscawana Lake Road  
Putnam Valley, NY 10579

### FIRING SITE INFORMATION

LOCATION: Leonard M. Wagner Memorial Park  
ADDRESS: 156 Oscawana Lake Road  
Putnam Valley, NY 10579  
CONTACT: Frank DiMarco  
(ONE)  
PHONE: 845-656-5297

### CONTACT PERSON

NAME: Alison Jolicoeur  
ADDRESS: Putnam Valley Town Hall  
265 Oscawana Lake Road  
Putnam Valley, NY 10579  
PHONE: 845-526-2121  
FAX: \_\_\_\_\_  
CELL: 845-685-6276  
E-MAIL: ajolicoeur@putnamvalley.gov

### SHOW INFORMATION

DATE: July 2, 2026  
RAIN DATE: Not Applicable  
TIME: 8:30 p.m.

### STORAGE SITE INFO

LOCATION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SECURITY YES OR NO (CIRCLE ONE)

### ALTERNATE CONTACT

NAME: Frank DiMarco  
ADDRESS: Parks & Recreation Building  
265 Oscawana Lake Road  
Putnam Valley, NY 10579  
PHONE: 845-656-5297  
FAX: \_\_\_\_\_  
CELL: 845-656-5297  
E-MAIL: fdimarco@putnamvalley.gov



4a

**ALISON JOLICOEUR**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: Climate Smart Task Force  
DATE: January 2, 2026

---

RESOLVE, that the Town Board accept the resignation of Sarah Bartlett from the Climate Smart Task Force, with gratitude for her service to the Town of Putnam Valley.

## Michelle Stephens

---

**From:** Sarah Bartlett <sarahbartlettny@gmail.com>  
**Sent:** Wednesday, December 17, 2025 12:02 PM  
**To:** Michelle Stephens  
**Cc:** Jackie Annabi  
**Subject:** my resignation letter

Michelle,

At the request of Supervisor Annabi and Town Planner Bruce Barber, I have been a member of the town's Climate Smart task force for the last few months.

I now need to resign from that role, so she asked me to send this note to you confirming that decision.

I would appreciate it if you could please see that I am removed from the list of members on the town's website.

Thank you,

Sarah Bartlett



4B

**ALISON JOLICOEUR**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: Continental Village District Advisory Commission  
DATE: January 22, 2026

---

RESOLVE, that the Town Board appoint Tara Shillingford as a member of the Continental Village District Advisory Commission for the term 1/21/2026 through 12/31/2026.



4c

**ALISON JOLICOEUR**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: Commission for the Conservation of the Environment (CCE)  
DATE: January 8, 2026

---

RESOLVE, that the Town Board appoint Michael Towle as a member of the CCE for the term 1/1/2026 through 12/31/2027; and

FURTHER RESOLVE, that the Town Board re-appoint Jeff Coren as a member of the CCE for the term 1/1/2026 through 12/31/2027; and

FURTHER RESOLVE, that sincere thanks be given to Wendy Whetsel and Michael Usai, whose terms ended on December 31, 2025, for their many years of dedicated service to the CCE.



4d

**ALISON JOLICOEUR**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: Planning Board  
DATE: January 8, 2026

---

RESOLVE, that the Town Board re-appoint Patrick Lennon as an ad-hoc member of the Planning Board for the term 1/1/2026 through 12/31/2026.



4e

**ALISON JOLICOEUR**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: Zoning Board  
DATE: January 8, 2026

---

RESOLVE, that the Town Board re-appoint Peter Belefant as a member of the Zoning Board for the term 1/1/2026 through 12/31/2030; and

FURTHER RESOLVE, that the Town Board re-appoint Jillian Irizarry as an ad-hoc member of the Zoning Board for the term 1/1/2026 through 12/31/2026.



4f

**ALISON JOLICOEUR**  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: ALISON JOLICOEUR, TOWN SUPERVISOR  
SUBJECT: Parks & Recreation Commission  
DATE: January 8, 2026

---

RESOLVE, that the Town Board re-appoint Henry Lopez as a member of the Parks and Recreation Commission for the term 1/1/2026 through 12/31/30; and

FURTHER RESOLVE, that Town Board re-appoint James Brazee as an ad-hoc member of the Parks and Recreation Commission for the term 1/1/2026 through 12/31/2026.

5a

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/13/2026  
**Re:** Appoint RBL Carp Fence Cleaner

---

I respectfully request that the Town Board appoint Dennis Berdecia to clean the carp fences for the Roaring Brook Lake District for the 2026 season, at a rate of \$75 per cleaning, with no benefits. The cost will be paid by the District.

56

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk *KK*  
**Date:** 1/13/2026  
**Re:** Appoint Egg Addler for Roaring Brook Lake, 2026 season

---

I respectfully request that the Town Board appoint Ina Cholst, as the egg addler for the Roaring Brook Lake District for the 2026 season at a rate of \$300.00 with no benefits. The district will cover the cost.

5c

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/13/2026  
**Re:** Authorization to go out for public bid for District Grass Cutting 2026

---

I respectfully request the Town Board's authorization to issue a public bid for grass-cutting services on District properties for the 2026 season.

5d

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk *KK*  
**Date:** 1/9/2026  
**Re:** Request for Appointment of Valve Custodian - LOMAC 2026

---

I respectfully request that the Town Board appoint Michael DePrima as the valve custodian for LOMAC for the 2026 calendar year.

In this role, Mr. DePrima will be responsible for overseeing valve maintenance, including cleaning the valve and opening and closing it as needed. Compensation will be \$75 per maintenance visit, with no benefits provided. All associated costs will be covered by the Oscawana Weed Control District.

52

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/10/2026  
**Re:** RJ Chesnut snowplowing Glenmar Gardens 2026

---

I formally request that the Town Board authorize the Supervisor to sign the proposal from RJ CHESNUT Construction Co., for snow plowing services to clear the access road to the Glenmar Gardens water pump shed for the period of January 1, 2026 to December 31, 2026. The district will cover the cost.

The price of a minor storm, 3-5 inches, is \$90

The price of a major storm, 6+ inches, is \$140

R J Chesnut Construction Co  
72 Oakridge Dr  
Putnam Valley, NY. 10579  
RJChesnutcc@gmail.com  
845-667-0504. (Bob)  
845-629-8639. (Kevin)

District Administrator, Town of Putnam Valley  
265 Oscawanna Lake Rd  
Putnam Valley, NY. 10579

Itemized below is the proposal to clear snow from the access road to the Glenmar Gardens water pump shed for the 2026 calendar year. As in the past, minor storms are up to 6 inches snow, and major storms are in excess of that. Generally light accumulation under 3 inches is not cleared unless icing or dangerous conditions are expected.

We appreciate the trust you have put in us, and strive to keep this service affordable.

---

Snow removal  
Billed per storm.  
Includes hand shovel a path to the entrance door

Minor storms (Generally 3-5 inches)\_\_\$ 90.00\_\_

Major storms (6 inches +)\_\_\$140.00\_\_

---

By signing below and returning, we authorize the above work to be completed.

Date\_\_\_\_\_

Putnam Valley authorized Officer\_\_\_\_\_

R J Chesnut Construction Co  
72 Oakridge Dr  
Putnam Valley, NY. 10579

5F

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/9/2026  
**Re:** Ratify R J Chesnut contract RBL – Snow Plowing of Fire Lanes 2026

---

I formally request that the Town Board authorize the Supervisor to sign the contract from R J Chesnut Construction Co., 72 Oakridge Dr., Putnam Valley, NY 10579, to plow the five access fire lanes in the Roaring Brook Lake district for the period starting on January 1, 2026 and ending December 31, 2026. The district will cover the cost of the plowing.

The fee for minor storms of up to 6 inches of snow is \$240.00 and \$400.00 for a major storm of more than 6 inches of snow.

The fire lanes are:

- Dam access road
- Shore Lane
- Moon Beach
- North Beach
- Spur Beach

R J Chesnut Construction Co  
72 Oakridge Dr  
Putnam Valley, NY. 10579  
RJChesnutcc@gmail.com  
845-667-0504. (Bob)  
845-629-8639. (Kevin)  
11/25

District Administrator, Town of Putnam Valley  
265 Oscawanna Lake Rd  
Putnam Valley, NY. 10579

Itemized below is the proposal to clear snow from the access points around Roaring Brook Lake for the 2026 calendar year. As in the past, minor storms are up to 6 inches snow, and major storms are in excess of that.

Generally light accumulation under 3 inches is not cleared unless icing or dangerous conditions are expected.

The five access fire lanes are, the dam access road, Spur Beach, Moon Beach, North Beach, and Shore Lane.

We appreciate the trust you have put in us, and strive to keep this service affordable.

---

Snow removal  
Billed per storm.

Minor storms (Generally 3-5 inches) \_\_\$240.00\_\_

Major storms (6 inches +) \_\_\$400.00\_\_

---

By signing below and returning, we authorize the above work to be completed.

Date \_\_\_\_\_

Putnam Valley authorized Officer \_\_\_\_\_

59

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/12/2026  
**Re:** Authorization to Accept KARACO Maintenance Proposal for Lake Peekskill Garage 2026

---

I formally request that the Town Board authorize the Supervisor to accept and sign the attached proposal from KARACO Heating & Cooling, for the maintenance of the heating system at the Lake Peekskill Garage for the period of January 1, 2026 to December 31, 2026.

The total cost is \$512.70. The district will cover the cost.

# KARACO Heating & Cooling, LLC.

Heating \*Ventilating\* Air Conditioning\* Sales\*Service

P.O. Box 337

Putnam Valley, NY 10579

(845) 528-9390

karacohvac@gmail.com

## PROPOSAL FOR MAINTENANCE OF HEATING EQUIPMENT (2026 COMMERCIAL MAINTENANCE CONTRACT)

**TO:** TOWN OF PUTNAM VALLEY  
**JOB SITE:** LAKE PEEKSKILL GARAGE  
57 RIECHERT ST  
LAKE PEEKSKILL, NY 10537  
**PHONE NUMBER:** 845-526-2160 (KAREN)

**CONTRACT PERIOD:** JANUARY 1, 2026 THRU DECEMBER 31, 2026

KARACO Heating & Cooling, LLC hereby submits this proposal subject to all terms and conditions, as follows:

**ONE** Oil Furnace - Mid-Season Quick Check

**ONE** Oil Furnace, **ONE** Standard Filter - Comprehensive Fall Service

**TOTAL CONTRACT PRICE: \$512.70 (TAX EXEMPT)**

**PLEASE NOTE:** This contract is for the heating service only. There is currently no air conditioning.

**TERMS AND CONDITIONS:** Price is for inspection and maintenance only. Price does not include parts other than minor materials used in the inspection and maintenance, or any labor costs for repairs or service. All prices are subject to change after 30 days from the date of this proposal. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. In the event of an emergency KARACO Heating & Cooling, LLC is authorized and will make any necessary repairs required to prevent immediate damage or service interruption to the property. In the event the property lease is terminated, the contract price will be refunded on a prorated basis based on how many inspections have been performed up to the time of lease end, not the contract term. Full payment is due at contract signing. It is the responsibility of the customer(s) to contact our company back when an appointment is needed for any type of service. We will only make three attempts to schedule needed appointments.

**ACCEPTANCE:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. KARACO Heating & Cooling, LLC is authorized to do the work as specified. Payment will be made as outlined above.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Ronald L. Karabinos

Ronald L. Karabinos, President  
KARACO Heating & Cooling, LLC

11/10/2025

\_\_\_\_\_  
Date

5h

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/12/2026  
**Re:** Authorization to Accept HVAC Maintenance Proposal from KARACO for LP Community Center 2026

---

I formally request that the Town Board authorize the Supervisor to accept and sign the attached proposal from KARACO Heating & Cooling, for the maintenance of the heating and air conditioning systems at the Lake Peekskill Community Center for the period of January 1, 2026 to December 31, 2026.

The total cost of the proposal is \$853.20, and the expense will be covered by the district.

# KARACO Heating & Cooling, LLC.

Heating \*Ventilating\*Air Conditioning\* Sales\*Service

P.O. Box 337

Putnam Valley, NY 10579

(845) 528-9390

karacohvac@gmail.com

## PROPOSAL FOR MAINTENANCE OF HEATING & AIR CONDITIONING EQUIPMENT (2026 COMMERCIAL MAINTENANCE CONTRACT)

**TO:** TOWN OF PUTNAM VALLEY  
**JOB SITE:** LAKE PEEKSKILL COMMUNITY CENTER  
7 NORTH WAY  
LAKE PEEKSKILL, NY 10537  
**PHONE NUMBER:** 845-526-4057

**CONTRACT PERIOD:** JANUARY 1, 2026 THRU DECEMBER 31, 2026

KARACO Heating & Cooling, LLC hereby submits this proposal subject to all terms and conditions, as follows:

ONE LP Gas Furnace - Mid-Season Quick Check

ONE Air Conditioning Unit, ONE SpaceGard Filter - Comprehensive Spring Service

ONE Air Conditioning Unit - Mid-Season Quick Check

ONE LP Gas Furnace, ONE SpaceGard Filter - Comprehensive Fall Service

**TOTAL CONTRACT PRICE: \$853.20 (TAX EXEMPT)**

**TERMS AND CONDITIONS:** Price is for inspection and maintenance only. Price does not include parts other than minor materials used in the inspection and maintenance, or any labor costs for repairs or service. All prices are subject to change after 30 days from the date of this proposal. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. In the event of an emergency KARACO Heating & Cooling, LLC is authorized and will make any necessary repairs required to prevent immediate damage or service interruption to the property. In the event the property lease is terminated, the contract price will be refunded on a prorated basis based on how many inspections have been performed up to the time of lease end, not the contract term. Full payment is due at contract signing. It is the responsibility of the customer(s) to contact our company back when an appointment is needed for any type of service. We will only make three attempts to schedule needed appointments.

**ACCEPTANCE:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. KARACO Heating & Cooling, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature

Date

Ronald L. Karabinos

Ronald L. Karabinos, President  
KARACO Heating & Cooling, LLC

11/10/2025

Date

51

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/14/2026  
**Re:** Request for Authorization of NYSFOLA C-SLAP Program and Membership Expenditures for LPID, 2026

---

I respectfully request the Town Board authorize the following expenditure for volunteers from the Lake Peekskill Improvement District to participate in the New York Federation of Lakes C-SLAP program (Citizens Statewide Lake Assessment Program) for the year 2026.

The cost is \$75 which includes membership and four rounds of sampling under the small association rate for a shallow site. The Lake Peekskill District will cover the cost.

5j

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk (KK)  
**Date:** 1/14/2026  
**Re:** Request for Authorization of NYSFOLA C-SLAP Program and Membership Expenditures for LOMAC, 2026

---

I respectfully request the Town Board authorize the following expenditures for volunteers from LOMAC to participate in the New York Federation of Lakes C-SLAP program (Citizens Statewide Lake Assessment Program) for the year 2026.

The cost is \$250 which includes membership and four rounds of sampling under the large association rate for a deep site. An additional cost of \$600 for additional 4 rounds of testing has also been requested. LOMAC will cover the cost.

5k

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/14/2026  
**Re:** Request for Authorization of NYSFOLA C-SLAP Program and Membership Expenditures for Barger Pond, 2026

---

I respectfully request the Town Board authorize the following expenditure for volunteers from the Barger Pond district to participate in the New York Federation of Lakes C-SLAP program (Citizens Statewide Lake Assessment Program) for the year 2026.

The cost is \$75 which includes membership and four rounds of sampling under the small association rate for a shallow site. Barger Pond will cover the cost.

5L

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 1/14/2026  
**Re:** Request for Authorization of NYSFOLA C-SLAP Program and Membership Expenditures for Roaring Brook Lake, 2026

---

I respectfully request the Town Board authorize the following expenditure for volunteers from the Roaring Brook Lake District to participate in the New York Federation of Lakes C-SLAP program (Citizens Statewide Lake Assessment Program) for the year 2026.

The cost is \$125 which includes membership and four rounds of sampling under the medium association rate for a deep site. RBL will cover the cost.

6a

December 11, 2025

Nicholas Yerks  
84 Fairmont Rd.  
Mahopac, NY 10541

To Shawn Keeler:

I regret to inform you that I will be resigning from the Putnam Valley Highway Department. My last day will be December 31, 2025.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nicholas Yerks".

Nicholas Yerks

66

December 31, 2025

Jacqueline Annabi, Town Supervisor  
Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

Shawn Keeler, Highway Superintendent  
Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

**RE: Letter of Resignation**

Dear Supervisor Annabi and Superintendent Keeler:

I am hereby irrevocably resigning from my employment position with the Town of Putnam Valley effective December 31, 2025.

Sincerely,



Earl Peverini

bc

Shawn Keeler  
Highway Superintendent  
SKEELER@PUTNAMVALLEY.GOV

265 Oscawana Lake Road  
Putnam Valley, NY 10579

David Conklin  
General Foreman

(845) 526-3333 phone  
(845) 526-4729 fax

Margaret Bradley  
Senior Clerk Typist

Hours of operation:  
7:00 AM - 3:30 PM

Sarah Caporale  
Assistant Clerk

**Town of Putnam Valley Highway Department**

DATE: January 13, 2026

**MEMORANDUM**

TO: Alison Jolicouer  
Members of the Town Board

FROM: Shawn M. Keeler

RE: New Laborer

Please appoint Stephen Marchetti, of 20 Nevins Rd. Mahopac, NY, 10541, to the position of full-time laborer at the probationary rate of \$34.56 effective January 20, 2026. He replaces Nicholas Yerks, who resigned effective 12/31/25.

Sincerely,

*Shawn M. Keeler*  
Shawn M. Keeler

6d

Shawn Keeler  
Highway Superintendent  
SKEELER@PUTNAMVALLEY.GOV

265 Oscawana Lake Road  
Putnam Valley, NY 10579

David Conklin  
General Foreman

(845) 526-3333 phone  
(845) 526-4729 fax

Margaret Bradley  
Senior Clerk Typist

Hours of operation:  
7:00 AM - 3:30 PM

Sarah Caporale  
Assistant Clerk

**Town of Putnam Valley Highway Department**

DATE: December 30, 2025

**MEMORANDUM**

**TO: Alison Jolicoeur  
Members of the Town Board**

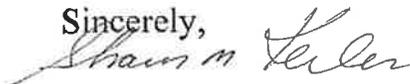
**FROM: Shawn M. Keeler**

**RE: Snow plow rider for 2025/2026 winter season**

Please appoint the following as laborer/snow plow rider for the remainder of 2025 and 2026 snow season at the rate of \$18.00 per hour with no benefits. Snow plow riders may be used during this period as laborers if the need arises.

Jacob Lasch

Sincerely,



Shawn M. Keeler

7a



**To:** Putnam Valley Town Board  
**From:** Margaret DiRubba  
**Date:** January 2, 2026  
**Subject:** Authorize Town Supervisor to sign Maintenance Contract with Aspen HVAC

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign Maintenance Contract with Aspen HVAC, Brewster, NY 10509 to perform (5) Air Conditioning Tune-ups (2) Oil Burner Tune Ups and (1) Heat Pump Tune-up totaling \$1,820.00.

indoor wet bulb temp, suction pressure, liquid pressure, suction line temp, superheat, sub-cooling, metering device, strip heater size, strip heater amps, blower amps, condenser amps, delta t, clean drain/trap, test defrost cycle, inspect drain, inspect evaporator coil, inspect ductwork, inspect contactor relay, inspect wiring, inspect thermostat, inspect blower, inspect reversing valve, test float switch, inspect condenser coil, test dual capacitor.

Heat Pump Tune Up- \$199

This contract does not include any repair/diagnostic/emergency services. Flat rate diagnostic/service call fee is \$160, does not include any repairs or part replacements. Hourly repair fee is \$190.

10 Year Fall Oil Burner Tune up Maintenance .

This contract will automatically renew every year unless canceled by the owner. Total Price: \$1820- Tax Exempt.

**Plan duration**

October 21, 2025 - Continues until canceled

**Included visits**

|           |          |
|-----------|----------|
| Visit #1  | Oct 2025 |
| Visit #2  | Apr 2026 |
| Visit #3  | Oct 2026 |
| Visit #4  | Apr 2027 |
| Visit #5  | Oct 2027 |
| Visit #6  | Apr 2028 |
| Visit #7  | Oct 2028 |
| Visit #8  | Apr 2029 |
| Visit #9  | Oct 2029 |
| Visit #10 | Apr 2030 |
| Visit #11 | Oct 2030 |

**Add-ons**

None

**Payment frequency**

\$1,820.00/year

**Payment method**

Credit

Cash/Check/Other



**AASPEN HVAC Inc.**  
577 N Main St., Suite #103B  
Brewster, NY 10509  
(845) 590-6902  
office@aaspen.com

**Town of Putnam Valley**  
265 Oscawana Lake Rd  
Putnam Valley, NY 10579  
(845) 526-9114

## TOWN OF PUTNAM VALLEY MAINTENANCE PLAN

AASPEN HVAC, INC. will come 2 times a year to maintain 5 AC systems, 5 Oil Boilers, 1 Heat Pump.

Spring: AC TUNE UP- 24 points inspection: air filter, outdoor ambient temp, indoor dry bulb temp, indoor wet bulb temp, suction pressure, liquid pressure, superheat, sub-cooling, metering device, blower amps, condenser amps, delta t, clean drain/trap, inspect drain, inspect evaporator coil, inspect ductwork, inspect contactor relay, inspect wiring, inspect thermostat, inspect blower, test float switch, inspect condenser coil, test dual capacitor.

\$159 per 1st system, \$129 per additional= \$675

Town Hall AC Tune Up- for 3 systems. Scheduled May 13th of each year.  
Parks and Recreation AC Tune UP- for 1 system. Scheduled May 13th of each year.  
Town Museum AC Tune UP- for 1 system. Scheduled May 13th of each year.

Fall: OIL BOILER TUNE UP- 17 points inspection: air filter size, nozzle, oil filter, burner, co2%, o2%, co ppm, flue temp, efficiency, temperature rise, inspect for water leaks, test igniter, clean burner head, clean air band, inspect electrodes, inspect combustion chamber, cad cell resistance.

\$259 per system, \$229 per additional= \$946

Parks and Receptions Oil Boiler Tune Up- 1 system Scheduled October 7th every year  
Town Hall Oil Boiler Tune Up-1 system Scheduled October 7th every year  
Town Park Garage Oil Boiler Tune Up-1 system Scheduled October 7th every year  
Town Park Garage 2 Oil Boiler Tune Up-1 system Scheduled October 7th every year  
Town Museum- Heat Pump Tune Up-1 system Scheduled October 7th every year

Fall: HEAT PUMP TUNE UP- 28 points inspection: air filter, outdoor ambient temp, indoor dry bulb temp,

**Billing address**

265 Oscawana Lake Rd  
Putnam Valley, NY 10579

---

Print name

---

Signature

---

Date

7b



To: Putnam Valley Town Board  
From: Margaret DiRubba  
Date: January 2, 2026  
Subject: Everon Renewal – Town Hall

---

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the renewal of Service Agreement with EverOn for 24 hour alarm monitoring and service protection for the Town Hall building. Cost decreases from \$1,043.65/year to \$850.00/yr. This will be an annual savings of \$193.65. Term of this Agreement is 36 months.



COMMERCIAL PROPOSAL AND SALES AGREEMENT



|         |       |                       |                |               |           |
|---------|-------|-----------------------|----------------|---------------|-----------|
| Branch: | 70742 | Sales Representative: | Hannah Hoffman | Today's Date: | 12/3/2025 |
|---------|-------|-----------------------|----------------|---------------|-----------|

| Customer Information |                                                   |                  |                                                   |
|----------------------|---------------------------------------------------|------------------|---------------------------------------------------|
| Business Name:       | TOWN OF PUTNAM VALLEY-TOWN HAL                    | Phone:           | (845) 526-2121                                    |
| Address:             | 265 OSCAWANA LAKE ROAD<br>PUTNAM VALLEY, NY 10579 | Billing Address: | 265 OSCAWANA LAKE ROAD<br>PUTNAM VALLEY, NY 10579 |

**Agreement Summary**

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between Everon, LLC with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("Everon")<sup>1</sup> and the customer identified above ("Customer", together with Everon, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)"), and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below and subject to the terms and conditions herein.

<sup>1</sup> Everon is registered to do business as Everon Solutions, LLC in Alaska, Delaware, Illinois, Indiana, Pennsylvania, and Vermont

**Recurring Service Charges: \$70.00 per month**

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any Everon-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

**Term Length: 36 Months**

| Site Location Information |                                                   |        |               |
|---------------------------|---------------------------------------------------|--------|---------------|
| Location Name:            | TOWN HALL OF PUTNAM VALLEY                        |        |               |
| Address:                  | 265 OSCAWANA LAKE ROAD<br>PUTNAM VALLEY, NY 10579 |        |               |
| Site #:                   | 2618985                                           | Phone: | (845)526-2121 |

| System Design Information |                        |        |  |
|---------------------------|------------------------|--------|--|
| System Design Name:       | burglary renegotiation | Job #: |  |
| Equipment Ownership:      | Outright Sale          |        |  |

| Services                      |                                                                                  |
|-------------------------------|----------------------------------------------------------------------------------|
| <b>burglary renegotiation</b> |                                                                                  |
| Monitoring                    | Fire Alarm Monitoring - Zones/Points (bundled):1<br>Intrusion Alarm Monitoring:1 |
| Service Plan                  | Extended Service Plan - Parts and Labor:1                                        |
| Signaling                     | Telguard Daily Signaling Service:1                                               |

**Equipment List**

### Summary of Charges

|                                |         |
|--------------------------------|---------|
| Equipment & Installation Total | \$0.00  |
| Estimated Taxes                | \$0.00  |
| Monthly Fee                    | \$70.00 |

### Inclusions/Exclusions

Pricing above is as of the date of this Proposal and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this proposal. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.

### Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

- |                                                                                             |                                                                                     |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> General Terms and Conditions                            | <input type="checkbox"/> Product-Specific Terms: Sprinkler and Suppression Services |
| <input checked="" type="checkbox"/> Product-Specific Terms: Extended Service Plan           | <input type="checkbox"/> Product-Specific Terms: EAS and Security Gates             |
| <input checked="" type="checkbox"/> Product-Specific Terms: Inspection and Testing Services | <input type="checkbox"/> Product-Specific Terms: Third-Party Services               |
| <input checked="" type="checkbox"/> Product-Specific Terms: Monitoring Services             | <input type="checkbox"/> Product-Specific Terms: Rented or Financed Products        |
| <input type="checkbox"/> Product-Specific Terms: ATM Products and Services                  | <input type="checkbox"/> Product-Specific Terms: Special Business Risk Provisions   |

### GENERAL TERMS AND CONDITIONS ("GTCs")

#### 1. Charges, Invoicing, and Payment

**A. Invoices.** Everon shall issue invoices directly to Customer for amounts owed to Everon ("Charges"). Everon shall issue invoices to Customer on the following schedule:

- For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), Everon shall issue invoices annually in advance.
- For projects requiring installation of Products and that have a written schedule of values, Everon shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, Everon shall issue invoices over time on a progressive basis to reflect Everon's estimated percentage of work completed, which may, in Everon's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
- For all other Products or Services, Everon shall issue invoices upon delivery of the Product or completion of the Service.

**B. Payment.** Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by Everon of a partial payment shall not be construed as a waiver of Everon's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by Everon and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

**C. Past Due Amounts.** Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. Everon shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

**D. Charges.** Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by Everon or Customer more than thirty (30) days after the date of the Agreement shall be at Everon's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, Everon may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Consumer Price Index increase over the preceding twelve (12) months plus four (4) percent.

**E. Delays.** Everon shall be reimbursed for all costs incurred by Everon or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after Everon has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause Everon to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. Everon will give appropriate notice when possible to the Customer prior to either the Customer or Everon incurring such Charges.

**F. Taxes and Fees.** Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

- All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on Everon's net income;
- Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
- All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;

- iv. Any costs and service charges for Everon to repair or replace Customer-owned equipment necessary for Everon to provide the Products or Services;
- v. A service charge for (a) Everon to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to Everon instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to Everon's deployment of personnel to the Premises; (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer; or (d) Customer's use of credit card to make payment on any invoice.
- vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
- vii. Everon may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase Everon's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

## **2. Products and Installation**

**A. Timing.** If the Agreement calls for the installation of any Products by Everon ("Installation"), then Everon will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during Everon's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside Everon's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at Everon's sole discretion, to the extent permitted by any applicable laws or regulations.

**B. Compliance.** Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

**C. Products Ownership.** Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by Everon or (ii) delivery of the Products to Customer. If Products for an Installation are received by Everon prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that Everon utilizes to provide Services.

**D. Substituted Products.** If any Product becomes unavailable or discontinued after a Customer order and before Installation, then Everon may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

## **3. Warranty**

**A. General Warranty.** Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, Everon provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, EVERON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. **Products Warranty.** Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by Everon. Defective Products will be repaired or replaced at Everon's option.

ii. **Services Warranty.** Everon warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then Everon will re-perform the non-complying Services during normal business hours, at no additional charge.

## **B. Limitations and Exclusions.**

i. Everon shall perform warranty services during normal business hours (9am to 5pm local time), Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform warranty services outside these hours may result in additional charges.

ii. Everon is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or Everon's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by Everon, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by Everon; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (k) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than Everon, Everon's employees, or Everon's agents to perform maintenance or service to the Products without Everon's prior written approval.

## **4. Customer's Obligations**

**A. Customer's Representations and Warranties.** Customer represents and warrants that:

- i. Customer owns or leases any equipment Customer provides or allows Everon to use;
- ii. Customer has legal authority to authorize Everon to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;
- iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;

- iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;
- v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;
- vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and
- vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to Everon prior to the start of work.

## **B. Customer's Responsibilities.**

i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the Everon customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify Everon immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit Everon to have reasonable access to the Premises during Everon's normal business hours, (b) cooperate with Everon to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by Everon, prior to Everon continuing work at the affected Premises.

5. **Risk of Loss.** Everon shall bear the risk of loss or damage to Products until delivery to the Premises. Everon shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by Everon. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by Everon.

## **6. Termination**

### **A. Termination by Everon.**

i. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations Everon may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by Everon; (c) the Products generate excessive false alarms due to circumstances beyond Everon's reasonable control; (d) in Everon's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in Everon's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; or (f) Everon is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available.

ii. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach; (b) any representation by Customer herein or in any other agreement it has with Everon is materially untrue; (c) Customer breaches any warranty contained herein or in any other agreement it has with Everon; (d) Customer denies Everon reasonable access to Everon-owned Products located at any Premises; or (e) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its creditors, or has a receiver or trustee appointed for Customer or its assets.

### **B. Termination by Customer.**

- i. If Everon has materially breached the Agreement, and that breach is not cured within thirty (30) days after Everon receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s) upon written notice, without penalty.
- ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

### **C. Effect of Termination or Expiration.**

- i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.
- ii. All Charges due from Customer to Everon shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by Everon prior to notice of termination, and (d) any other costs incurred by Everon in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.
- iii. If the termination is for any reason other than those permitted in 6.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.
- iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

## **7. Limitation of Liability**

**A. Alarm Event Limitation.** The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL ASSUME NO RISK OF LOSS AND HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT,

PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

**B. Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

**C. Liability Cap.** WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL EVERON'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM EVERON, AND/OR EVERON'S PARENTS, SUBSIDIARIES, EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH EVERON IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH EVERON IS LIABLE.

## **8. Indemnification**

**A. Indemnification by Everon.** Everon shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all liabilities, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") relating to any and all third party claims, demands and course of actions ("Claims") arising from or related to: (i) the negligence or intentional misconduct of Everon, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that Everon is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

**B. Indemnification by Customer.** Customer shall indemnify and hold Everon and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses relating to Claims arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

**9. Insurance.** During the term of the Agreement, Everon will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

## **10. Intellectual Property.**

**A. No Transfer of IP.** 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.

### **B. Third Party Products and Software.**

i. Everon is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that Everon may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if Everon pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold Everon harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

**C. Data Usage.** Everon, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

**11. Force Majeure.** Everon shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, 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, supply chain disruptions, strikes, labor disputes, or for any other cause beyond Everon's reasonable control ("Force Majeure"). Everon 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 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.

**12. Confidentiality.** During the Agreement, each party may disclose to the other confidential information, 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) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for

three (3) years.

**13. Non-Solicit of Employees.** During the term of this Agreement and for one year following its termination or expiration, neither Party shall solicit for employment any employee of the other Party who performed or performs services in connection with this Agreement; provided, however, that this Section shall not prohibit either Party from making general public promotions or solicitations for employment, nor from hiring any person who responds to any such general public promotion or solicitation.

**14. Miscellaneous.**

**A. Nature of Relationship.** Everon is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

**B. License Information.** Everon state license information is available at <https://www.everonsolutions.com/about/licenses-credentials/licenses>.

**C. 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 Everon from and against all Losses assessed against or suffered by Everon 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.

**D. Conflicts of Interest.** Everon does not permit the offering or acceptance of gifts or gratuities by Everon employees from parties with whom Everon is contracting for services, products, or other matters, and Customer shall not make any offer to any Everon employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of Everon. In the event Everon determines any offer of gifts or gratuities has been made by Customer to an Everon employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an Everon employee, Everon may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

**E. Survival.** Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

**F. Assignment.** Customer may not assign the Agreement or any right thereunder without the prior written consent of Everon, which consent shall not be unreasonably conditioned, withheld, or delayed. Everon may subcontract any portion of the work described in the Agreement.

**G. Severability.** In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

**H. Cross-Default.** A default by Customer under the Agreement shall be a default of all Agreements between Everon and Customer.

**I. Remedies.** All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

**J. Amendment.** The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

**K. Notice.** Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to Everon shall be deemed duly given on the date received by Everon at the following address: Everon LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

**L. Waiver.** The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

**M. Governing Law; Dispute Resolution.** This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

**N. 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 agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

**O. Electronic Signature; Counterparts.** The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

## Product-Specific Terms and Conditions: Extended Service Plan

**1. Extended Service Plan.** The terms of this section and its subsections apply only to an extended service plan ("ESP") purchased by Customer. These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

**1.1. Scope.** An ESP is a custom service plan that Customer may purchase for Everon to perform maintenance or repair to Customer's equipment, at Everon's cost. Customer may elect an ESP to cover costs for parts-only, labor-only, or for both parts and labor costs. Under an ESP, Everon shall perform maintenance or repair on the equipment set forth in the written Agreement ("Covered Equipment") with labor and/or parts at Everon's cost as set forth in the Agreement, and for the term set forth therein. Everon shall have discretion whether to replace or repair Covered Equipment. All ESP maintenance and repairs shall be performed during Everon's normal business hours, Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform ESP services outside these hours may result in additional charges. Any ESP purchased contemporaneous with an Installation shall commence upon completion of the Installation. Any other ESP shall not commence until Everon has completed inspection and testing of the Covered Equipment and made any necessary repairs or replacements thereto, all of which shall be at Customer's expense at Everon's then-current time and materials rates.

**1.2. Application, Limitations, and Exclusions.** An ESP covers normal maintenance and repair to Covered Equipment resulting from normal wear and tear. Except as expressly provided in this Section, an ESP does not cover parts, labor or other costs related to: (a) the items set forth in the GTCs, Section 3.B (Limitations and Exclusions), other than normal wear and tear; (b) battery replacement, badge printers, locking hardware, locksmith charges, trip charges, dispatch charges, and devices installed outdoors, duct detectors, meetings, or inspections; (c) repairs or replacements resulting from any person other than an Everon employee or agent servicing or altering the Covered Equipment; (d) any equipment other than the Covered Equipment; (e) additional charges for lift equipment and spotters necessary to access Covered Equipment; (f) repair of Covered Equipment for which replacement parts or components are no longer available due to obsolescence or end-of-product life; and (g) replacement of Covered Equipment that is at the end-of-product life, obsolete, and/or is no longer supported by the manufacturer. Any repairs, replacements, and/or services that are excluded from the ESP shall be at Customer's expense at Everon's then-current time and materials rates.

**1.3. Suspension for Non-Payment.** Everon shall have the right to suspend ESP services until any nonpayment of Charges due under the Agreement is cured, in addition to all other rights provided under the Agreement or by law.

## Product-Specific Terms and Conditions: Monitoring Services

**3. Monitoring Services.** The terms of this section and its subsections apply only to Recurring Service(s) for which Everon actively or passively monitors ("Monitoring Services") Customer's alarm and/or surveillance systems ("System"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

**3.1. Central Station Monitoring.** For Monitoring Services, Everon will program the System to communicate with Everon's or its applicable third-party's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from a Premises ("Alarm Signal"), Everon will make reasonable efforts as described herein to contact up to three (3) persons designated by Customer and, if appropriate under the circumstances and regulations, the applicable local AHJ. Such efforts shall be subject to and consistent with local laws, any applicable requirements to verify certain Alarm Signals not to be false alarms, and Everon's response policies. Laws and regulations designed to reduce false alarms may require attempts to verify an Alarm Signal is not a false alarm prior to the AHJ dispatching a response, or in the absence of such confirmation, delay an AHJ dispatch. Everon shall have the discretion to contact the applicable Premises to verify that the Alarm Signal is not a false alarm. Everon does not control the AHJ and does not guarantee that the AHJ will be dispatched in event of an Alarm Signal. EVERON IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE MANNER IN WHICH AN AHJ RESPONDS OR FAILS TO RESPOND TO AN ALARM SIGNAL. Everon may alter or discontinue any of its response policies without notice and in Everon's sole and absolute discretion. If the AHJ now or in the future requires physical, visual, or other verification of Alarm Signals before dispatching a response, Customer agrees to subscribe to such service from Everon at Customer's expense. Excessive monitoring activity beyond Everon's reasonable control or requests for Everon to remotely arm the System shall be subject to additional charges. Any custom or special instructions from Customer regarding Everon's handling of Alarm Signals are of no effect unless agreed to in writing by Everon, which Everon may reject in its sole and absolute discretion. Customer acknowledges and understands that custom or special instructions for handling Alarm Signals may result in increased risk to Customer and the Premises, which shall be borne solely by Customer and Everon shall have no liability for acting pursuant to such instructions.

### 3.2. Signal Transmission.

**3.2.1. Transmission By Telephone.** If the System is connected to the Central station by a traditional telephone connection, then Customer will provide a traditional telephone connection to the Public Switched Telephone Network. This connection will have priority over any other telephone or equipment and shall be within ten (10) feet of the System control panel. Customer acknowledges and agrees that its use of DSL, ADSL, digital phone, cellular radio, private radio, voice over internet protocol ("VOIP"), or other internet-based phone services ("Non-Traditional Phone Services") may cause interruptions to signal transmissions to the Central Station, and that Everon does not recommend Non-Traditional Phone Services unless supplemented by a backup device. Customer will notify Everon of any change from a traditional telephone connection to a Non-Traditional Phone Service, and Customer will test the System signal transmission to the Central Station immediately upon such change. Customer authorizes Everon to request on Customer's behalf any services or equipment from a telephone company or other telecommunication provider providing signal transmission or reception services necessary for Everon to perform the Monitoring Services.

**3.2.2. Transmission by Digital Communicator.** If the System is connected to the Central Station by a digital communicator, Customer will provide a connection via a registered telephone jack to a telephone channel required for the System. Such connection shall have priority over any other telephone or Customer equipment and shall be within ten (10) feet of the System control panel. At Customer's request and expense, Everon will provide such connection.

**3.2.3. Transmission by Internet Protocol-Based Services.** If the System is connected to the Central Station by an internet protocol-based service, then Customer: (a) will maintain a 120V AC power supply for each device; (b) may be required to maintain a static IP address, and any changes to Customer's IP address may cause interruptions in signal transmission; (c) may be required to open port(s) on Customer's firewall; and (d) has sole responsibility for configuring any necessary the modems, routers, firewalls, switches, or hubs necessary to transmit the signals.

**3.2.4. Customer Acknowledgment.** Customer acknowledges and agrees that the Central Station cannot receive signals from the System if Customer's transmission mode becomes non-operational for any reason, including being cut, interfered with, or otherwise damaged, and that Everon shall not be responsible for any interruption or failure of Customer's mode of signal transmission outside of Everon's control. Changes in government laws or regulations may require modification or discontinuation of Customer's signal transmission mode.

**3.3. Video Services.** Customer represents and warrants that: (a) the System is installed at Customer's request for the safety and security of Customer's Premises, employees, and invitees, and for no other purpose; (b) the cameras and other recording or monitoring devices will be installed only in public areas within the Premises, and will not be installed in or record any area where persons have a reasonable expectation of privacy, including but not limited to bathrooms; (c) Customer will provide 120 AC power supply and adequate illumination under all operational conditions necessary for the proper operation of the System; and (d) Customer will maintain an internet protocol-based service with no less than the Everon-recommended bandwidth and speed necessary for the effective performance of the System. Customer is solely responsible for: (i) the placement, direction, and presence of the cameras; (ii) the transmission of the images captured by the System; and (iii) the use of System or the images captured by the System by any person other than Everon, or Everon's employees or agents.

3.3.1. *For e-Secure Video Service.* The camera(s) may provide live streaming video which may be viewed from your account on a computer with adequate internet connectivity, or send video related to specific Alarm Signals which may be forwarded to your e-mail account or mobile device. Customer is responsible for providing the equipment and internet connection necessary to access the e-Secure Video service. Everon will not receive or store these video recordings. Customer agrees and understands that e-Secure notifications are an addition to, and not a replacement of, professional monitoring services. Everon is not responsible for any Losses resulting from Customer's response or lack thereof to any e-Secure notification.

3.3.2. *For Video Verification Service.* The System may be configured to send images to an alarm operator for verification of video images directly associated with heat, burglary, panic, or critical condition alarm signals. Customer agrees and understands that Everon will access and view Customer's images and other data captured by the System. Customer understands and acknowledges the inherent limitations associated with visual verification, including but not limited to (a) inadequate illumination in the viewing area, (b) physical obstructions blocking a camera's view, and (c) inadequate receipt, clarity, placement, or quality of the images. Everon does not guarantee that viewing the images transmitted by the System will result in effective visual verification of Alarm Signals.

3.3.3. *For Remote Tours.* An alarm operator will review video images generated by the System, at regular intervals and upon conditions as set forth in the Agreement or otherwise agreed by the Parties in writing.

3.3.4. *For Outdoor Monitoring.* The following limitations apply to the extent any System monitors outdoors or building exterior ("Outdoors") locations, and apply regardless of whether the camera (a) is installed Outdoors or (b) is installed on the interior of a building but positioned to monitor an Outdoors location(s). Customer understands and acknowledges that monitoring of Outdoors locations may be interrupted at any time and for any duration by variables outside Everon's control, including but not limited to weather events, actions or inactions of third parties, signal interruption, video obscuration, or other factors limiting or preventing a camera from monitoring all or part of an Outdoors location or from transmitting a signal from an Outdoors location. Everon expressly disclaims any liability from, and Customer waives any claims arising from, any failure of the System to monitor Outdoors locations.

#### 3.4. *Radio/Cellular Service.*

3.4.1. *For Cellular Backup Service.* If the Agreement includes cellular backup service, Everon will install and connect a radio or cellular transmission device to the System as a backup communication link to the Central Station if Customer's primary communication link to the Central Station is disrupted.

3.4.2. *For Primary Cellular Service.* If the Agreement includes primary cellular service, Everon will install and connect a radio or cellular transmission device to the System as the System's sole communication link to the Central Station.

3.4.3. *Customer Acknowledgement.* Customer acknowledges and agrees that: (a) there may be times when cellular backup and primary cellular services will be unable to acquire, transmit, or maintain an alarm signal; and (b) radio or cellular frequency transmissions may be impaired or interrupted by a variety of conditions beyond Everon's control, including but not limited to weather events and power failures. Customer acknowledges that Everon recommends a backup means of communication to the Central Station.

3.4.4. *FCC Requirements.* Changes in rules, regulations, or policies of the FCC and other AHJs may require discontinuation or modification of some or all Monitoring Services. If Customer's cellular or radio transmitter malfunctions, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that Everon or its contractors or designees have immediate access to Customer's transmitter in the event of such a malfunction. Customer agrees to permit immediate access to the malfunctioning equipment in such an event. If Customer fails or refuses to provide such access, then Everon shall be entitled to emergency injunctive relief permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances, and Customer agrees to pay Everon's expenses, including reasonable attorneys' fees, incurred in connection with such proceedings.

3.5. *Wireless Devices.* Customer acknowledges that wireless devices, including but not limited to wireless local area network (WLAN) or WiFi networks and paths, and wireless motion detectors, smoke detectors, door and window contacts, and other wireless devices ("Wireless Devices") are not physically connected to the System and require a radio frequency network or path to operate. Wireless Devices will not operate, and the System will not sound an alarm, if the radio frequency network or path becomes impaired or interrupted for any reason. Customer is solely responsible for maintaining, inspecting, and regularly testing all networks and paths necessary for the proper operation of the Wireless Devices.

3.6. *Direct Connect Services.* If Customer requests direct connect services, Everon will install a direct connection between the System and the applicable police or fire department(s) identified by Customer. Alarm signals transmitted through direct connect services will be monitored by the applicable police or fire department(s), which are not Everon's agents or under Everon's control. Everon will not monitor Systems connected through direct connect services. Customer agrees that Everon shall have no responsibility for, or liability resulting from, the AHJ's monitoring of such Systems.

3.7. *Vault Protection.* If any vault is covered by Monitoring Services, then Customer represents and warrants that each such vault has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance, or other electronic equipment designated in this Agreement prior to setting the equipment for closed periods according to procedures established from time to time by Everon, and to notify Everon promptly if such equipment fails to respond to the test.

3.8. *System Maintenance.* Monitoring Services do not include testing, operation, or maintenance of the System; Except to the extent included in an Extended Service Plan or other scope of services that Customer purchases from Everon, Customer is solely responsible for testing the System and maintaining, operating, and testing all components of the System in accordance with the manufacturer's recommendations. Except as expressly provided in this Agreement, Everon has no responsibility for the performance of the System.

3.9. *Platform.* Everon may provide Customer with access to Everon's online portal for Monitoring Services account management ("Platform"). Everon may modify, temporarily suspend access to, or permanently discontinue the Platform or any of its functionality at any time, in Everon's sole discretion. If Customer is provided access to the Platform, Customer agrees to use the Platform to make Monitoring Services account management changes, including but not limited to editing contact lists, access codes, site schedules, testing systems, confirming system activation, and other administrative functions. Customer may be subject to additional per-activity charges if Customer requests Everon personnel perform Monitoring Services account management activities that are available to be made by Customer in the Platform.

3.10. *Underlying Casualty Indemnity.* In addition to and without limiting the indemnification obligations set forth in the GTCs, Customer shall indemnify and hold Everon and its affiliates, parents, subsidiaries, directors, employees, agents, and officers harmless from any and all Losses incurred from third-party claims arising from or related to any casualty (including but not limited to damage to property, injury to persons, or death, caused by fire, burglary, unauthorized intrusion, assault, or other similar event) occurring at Customer's Premises, which are based in whole or in part upon the Monitoring Services failing to detect, prevent, warn of, terminate, or mitigate damages resulting from the casualty, including Losses based upon claims of Everon's negligence.

3.11. *Limitation and Warranty Exclusion.* IN LIMITATION OF SECTION 3 OF THE GTCs, EVERON MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY MONITORING SERVICES.

**Signatures**

IN WITNESS HEREOF, Customer and Everon have caused this Agreement to be executed by their duly authorized representatives below.

[[CertifiSStamp\_1]]

[[CertifiSStamp\_2]]

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Everon Authorized Manager

7c



**To: Putnam Valley Town Board**

**From: Margaret DiRubba**

**Date: January 2, 2026**

**Subject: Everon Renewal – Parks & Recreation**

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I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the renewal of Service Agreement with EverOn for Fire & Carbon Monoxide service, inspection and monitoring in the Parks and Recreation buildings. Cost decreases from \$1,646.34/year to \$1,380.00/yr. This will be an annual savings of \$266.34. Term of this Agreement is 36 months.



COMMERCIAL PROPOSAL AND SALES AGREEMENT



|         |       |                       |                |               |           |
|---------|-------|-----------------------|----------------|---------------|-----------|
| Branch: | 70742 | Sales Representative: | Hannah Hoffman | Today's Date: | 12/3/2025 |
|---------|-------|-----------------------|----------------|---------------|-----------|

| Customer Information |                                                   |                  |                                                   |
|----------------------|---------------------------------------------------|------------------|---------------------------------------------------|
| Business Name:       | TOWN OF PUTNAM VALLEY-TOWN HAL                    | Phone:           | (845) 526-2121                                    |
| Address:             | 265 OSCAWANA LAKE ROAD<br>PUTNAM VALLEY, NY 10579 | Billing Address: | 265 OSCAWANA LAKE ROAD<br>PUTNAM VALLEY, NY 10579 |

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between Everon, LLC with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("Everon")<sup>1</sup> and the customer identified above ("Customer", together with Everon, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)", and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below and subject to the terms and conditions herein.

<sup>1</sup> Everon is registered to do business as Everon Solutions, LLC in Alaska, Delaware, Illinois, Indiana, Pennsylvania, and Vermont

Recurring Service Charges: \$115.00 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any Everon-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

Term Length: 36 Months

| Site Location Information |                                                   |        |               |
|---------------------------|---------------------------------------------------|--------|---------------|
| Location Name:            | TOWN OF PUTNAM VALLEY-PARK & RECREATION BLDG      |        |               |
| Address:                  | 273 OSCAWANA LAKE ROAD<br>PUTNAM VALLEY, NY 10579 |        |               |
| Site #:                   | 200194359                                         | Phone: | (845)526-2121 |

| System Design Information |                    |        |  |
|---------------------------|--------------------|--------|--|
| System Design Name:       | FIRE RENEGOTIATION | Job #: |  |
| Equipment Ownership:      | Outright Sale      |        |  |

| Services                  |                                                                                                           |
|---------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>FIRE RENEGOTIATION</b> |                                                                                                           |
| eSuite/Everon             | eSuite Primary:1                                                                                          |
| Monitoring                | Carbon Monoxide Monitoring:1<br>Fire Alarm Monitoring - <11 Zones/Points:1<br>Smoke Detector Monitoring:1 |
| Service Plan              | Extended Service Plan - Parts and Labor:1                                                                 |
| Signaling                 | Telular GSM TG7-FS - 60 minute Supervision (NFPA 72 2013):1                                               |

| Inspections     |                                           |     |           |                     |
|-----------------|-------------------------------------------|-----|-----------|---------------------|
| Category        | Component                                 | Qty | Frequency | Est. 1st Inspection |
| Inspection Fire | Automatic Initiating devices (smoke/heat) | 4   | Annual    | August 2026         |

|                 |                                            |   |        |             |
|-----------------|--------------------------------------------|---|--------|-------------|
| Inspection Fire | Manual Initiating devies (pull stations)   | 1 | Annual | August 2026 |
| Inspection Fire | Notification application (horns / strobes) | 8 | Annual | August 2026 |

### Equipment List

### Summary of Charges

|                                |          |
|--------------------------------|----------|
| Equipment & Installation Total | \$0.00   |
| Estimated Taxes                | \$0.00   |
| Monthly Fee                    | \$115.00 |

### Standard Inspections

Everon shall on a routine basis provide a visual inspection, examine, clean, and provide a walk test of system components as necessary for equipment on premises. System repair, equipment replacement, lift rentals, and other high-reach equipment are excluded.

The frequency of service will depend on the size and complexity of the system and the client's specific needs.

Everon is to make all inspections and/or minor adjustments to the equipment by the manufacturer's recommendations.

All regularly scheduled inspections shall also be recorded or signed by the Everon technician. Work tickets shall also show the time arrived and departed from the job.

All identified deficiencies should be documented and presented to the client.

Software updates to control units are not part of a Software Support Agreement (SSA). An SSA must be purchased separately if needed as part of the functionality of the system.

rev 102501

### Inclusions/Exclusions

*Pricing above is as of the date of this Proposal and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this proposal. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.*

### Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

- |                                                                                             |                                                              |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <input checked="" type="checkbox"/> General Terms and Conditions                            | - Product-Specific Terms: Sprinkler and Suppression Services |
| <input checked="" type="checkbox"/> Product-Specific Terms: Extended Service Plan           | - Product-Specific Terms: EAS and Security Gates             |
| <input checked="" type="checkbox"/> Product-Specific Terms: Inspection and Testing Services | - Product-Specific Terms: Third-Party Services               |
| <input checked="" type="checkbox"/> Product-Specific Terms: Monitoring Services             | - Product-Specific Terms: Rented or Financed Products        |
| - Product-Specific Terms: ATM Products and Services                                         | - Product-Specific Terms: Special Business Risk Provisions   |

### GENERAL TERMS AND CONDITIONS ("GTCs")

#### 1. Charges, Invoicing, and Payment

**A. Invoices.** Everon shall issue invoices directly to Customer for amounts owed to Everon ("Charges"). Everon shall issue invoices to Customer on the following schedule:

i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), Everon shall issue invoices annually in advance.

ii. For projects requiring installation of Products and that have a written schedule of values, Everon shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, Everon shall issue invoices over time on a progressive basis to reflect Everon's estimated percentage of work completed, which may, in Everon's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of

Work Completed").

iii. For all other Products or Services, Everon shall issue invoices upon delivery of the Product or completion of the Service.

**B. Payment.** Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by Everon of a partial payment shall not be construed as a waiver of Everon's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by Everon and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

**C. Past Due Amounts.** Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. Everon shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

**D. Charges.** Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by Everon or Customer more than thirty (30) days after the date of the Agreement shall be at Everon's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, Everon may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Consumer Price Index increase over the preceding twelve (12) months plus four (4) percent.

**E. Delays.** Everon shall be reimbursed for all costs incurred by Everon or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after Everon has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause Everon to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. Everon will give appropriate notice when possible to the Customer prior to either the Customer or Everon incurring such charges.

**F. Taxes and Fees.** Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on Everon's net income;

ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;

iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;

iv. Any costs and service charges for Everon to repair or replace Customer-owned equipment necessary for Everon to provide the Products or Services;

v. A service charge for (a) Everon to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to Everon instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to Everon's deployment of personnel to the Premises; (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer; or (d) Customer's use of credit card to make payment on any invoice.

vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and

vii. Everon may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase Everon's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

## **2. Products and Installation**

**A. Timing.** If the Agreement calls for the installation of any Products by Everon ("Installation"), then Everon will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during Everon's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside Everon's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at Everon's sole discretion, to the extent permitted by any applicable laws or regulations.

**B. Compliance.** Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

**C. Products Ownership.** Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by Everon or (ii) delivery of the Products to Customer. If Products for an Installation are received by Everon prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that Everon utilizes to provide Services.

**D. Substituted Products.** If any Product becomes unavailable or discontinued after a Customer order and before Installation, then Everon may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

## **3. Warranty**

**A. General Warranty.** Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, Everon provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, EVERON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. **Products Warranty.** Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by Everon. Defective Products will be repaired or replaced at Everon's option.

ii. **Services Warranty.** Everon warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and

practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then Everon will re-perform the non-complying Services during normal business hours, at no additional charge.

## **B. Limitations and Exclusions.**

- i. Everon shall perform warranty services during normal business hours (9am to 5pm local time), Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform warranty services outside these hours may result in additional charges.
- ii. Everon is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or Everon's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by Everon, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by Everon; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (k) normal wear and tear.
- iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than Everon, Everon's employees, or Everon's agents to perform maintenance or service to the Products without Everon's prior written approval.

## **4. Customer's Obligations**

### **A. Customer's Representations and Warranties.** Customer represents and warrants that:

- i. Customer owns or leases any equipment Customer provides or allows Everon to use;
- ii. Customer has legal authority to authorize Everon to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;
- iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;
- iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;
- v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;
- vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and
- vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to Everon prior to the start of work.

### **B. Customer's Responsibilities.**

- i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the Everon customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify Everon immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.
- ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit Everon to have reasonable access to the Premises during Everon's normal business hours, (b) cooperate with Everon to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by Everon, prior to Everon continuing work at the affected Premises.

**5. Risk of Loss.** Everon shall bear the risk of loss or damage to Products until delivery to the Premises. Everon shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by Everon. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by Everon.

## **6. Termination**

### **A. Termination by Everon.**

- i. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations Everon may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by Everon; (c) the Products generate excessive false alarms due to circumstances beyond Everon's reasonable control; (d) in Everon's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in Everon's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; or (f) Everon is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available.
- ii. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach; (b) any representation by Customer herein or in any other agreement it has with Everon is materially untrue; (c) Customer breaches any warranty contained herein or in any other agreement it has with Everon; (d) Customer denies Everon reasonable access to Everon-owned Products located at any Premises; or (e) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its creditors, or has a receiver or trustee appointed for Customer or its assets.

### **B. Termination by Customer.**

i. If Everon has materially breached the Agreement, and that breach is not cured within thirty (30) days after Everon receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s) upon written notice, without penalty.

ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

### C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to Everon shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by Everon prior to notice of termination, and (d) any other costs incurred by Everon in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 6.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

## 7. Limitation of Liability

**A. Alarm Event Limitation.** The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL ASSUME NO RISK OF LOSS AND HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

**B. Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

**C. Liability Cap.** WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL EVERON'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM EVERON, AND/OR EVERON'S PARENTS, SUBSIDIARIES, EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH EVERON IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH EVERON IS LIABLE.

## 8. Indemnification

**A. Indemnification by Everon.** Everon shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all liabilities, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") relating to any and all third party claims, demands and course of actions ("Claims") arising from or related to: (i) the negligence or intentional misconduct of Everon, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that Everon is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

**B. Indemnification by Customer.** Customer shall indemnify and hold Everon and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses relating to Claims arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

**9. Insurance.** During the term of the Agreement, Everon will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

## 10. Intellectual Property.

**A. No Transfer of IP.** 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.

### B. Third Party Products and Software.

i. Everon is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that Everon may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if Everon pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold Everon harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

**C. Data Usage.** Everon, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

**11. Force Majeure.** Everon shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, 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, supply chain disruptions, strikes, labor disputes, or for any other cause beyond Everon's reasonable control ("Force Majeure"). Everon 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 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.

**12. Confidentiality.** During the Agreement, each party may disclose to the other confidential information, 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) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

**13. Non-Solicit of Employees.** During the term of this Agreement and for one year following its termination or expiration, neither Party shall solicit for employment any employee of the other Party who performed or performs services in connection with this Agreement; provided, however, that this Section shall not prohibit either Party from making general public promotions or solicitations for employment, nor from hiring any person who responds to any such general public promotion or solicitation.

#### **14. Miscellaneous.**

**A. Nature of Relationship.** Everon is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

**B. License Information.** Everon state license information is available at <https://www.everonsolutions.com/about/licenses-credentials/licenses>.

**C. 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 Everon from and against all Losses assessed against or suffered by Everon 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.

**D. Conflicts of Interest.** Everon does not permit the offering or acceptance of gifts or gratuities by Everon employees from parties with whom Everon is contracting for services, products, or other matters, and Customer shall not make any offer to any Everon employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of Everon. In the event Everon determines any offer of gifts or gratuities has been made by Customer to an Everon employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an Everon employee, Everon may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

**E. Survival.** Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

**F. Assignment.** Customer may not assign the Agreement or any right thereunder without the prior written consent of Everon, which consent shall not be unreasonably conditioned, withheld, or delayed. Everon may subcontract any portion of the work described in the Agreement.

**G. Severability.** In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

**H. Cross-Default.** A default by Customer under the Agreement shall be a default of all Agreements between Everon and Customer.

**I. Remedies.** All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

**J. Amendment.** The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

**K. Notice.** Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to Everon shall be deemed duly given on the date received by Everon at the following address: Everon LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

**L. Waiver.** The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

**M. Governing Law; Dispute Resolution.** This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

**N. 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 agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

**O. Electronic Signature; Counterparts.** The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

#### Product-Specific Terms and Conditions: Extended Service Plan

**1. Extended Service Plan.** The terms of this section and its subsections apply only to an extended service plan ("ESP") purchased by Customer. These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

1.1. **Scope.** An ESP is a custom service plan that Customer may purchase for Everon to perform maintenance or repair to Customer's equipment, at Everon's cost. Customer may elect an ESP to cover costs for parts-only, labor-only, or for both parts and labor costs. Under an ESP, Everon shall perform maintenance or repair on the equipment set forth in the written Agreement ("Covered Equipment") with labor and/or parts at Everon's cost as set forth in the Agreement, and for the term set forth therein. Everon shall have discretion whether to replace or repair Covered Equipment. All ESP maintenance and repairs shall be performed during Everon's normal business hours, Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform ESP services outside these hours may result in additional charges. Any ESP purchased contemporaneous with an Installation shall commence upon completion of the Installation. Any other ESP shall not commence until Everon has completed inspection and testing of the Covered Equipment and made any necessary repairs or replacements thereto, all of which shall be at Customer's expense at Everon's then-current time and materials rates.

1.2. **Application, Limitations, and Exclusions.** An ESP covers normal maintenance and repair to Covered Equipment resulting from normal wear and tear. Except as expressly provided in this Section, an ESP does not cover parts, labor or other costs related to: (a) the items set forth in the GTCs, Section 3.B (Limitations and Exclusions), other than normal wear and tear; (b) battery replacement, badge printers, locking hardware, locksmith charges, trip charges, dispatch charges, devices installed outdoors, duct detectors, meetings, or inspections; (c) repairs or replacements resulting from any person other than an Everon employee or agent servicing or altering the Covered Equipment; (d) any equipment other than the Covered Equipment; (e) additional charges for lift equipment and spotters necessary to access Covered Equipment; (f) repair of Covered Equipment for which replacement parts or components are no longer available due to obsolescence or end-of-product life; and (g) replacement of Covered Equipment that is at the end-of-product life, obsolete, and/or is no longer supported by the manufacturer. Any repairs, replacements, and/or services that are excluded from the ESP shall be at Customer's expense at Everon's then-current time and materials rates.

1.3. **Suspension for Non-Payment.** Everon shall have the right to suspend ESP services until any nonpayment of Charges due under the Agreement is cured, in addition to all other rights provided under the Agreement or by law.

#### Product-Specific Terms and Conditions: Inspection and Testing Services

**2. Inspection and Testing Services.** The terms of this section and its subsections apply only to inspection and/or testing services provided by Everon ("Inspection and Testing"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

2.1. **Time and Manner of Performance.** Unless agreed otherwise in writing, Inspection and Testing shall be performed during Everon's normal business hours, Monday through Friday, excluding Everon holidays. Inspection and Testing outside of Everon's normal business hours shall be subject to additional Charges. Everon shall use commercially reasonable efforts to perform Inspection and Testing on Premises and equipment described in the Agreement, in accordance with prevailing industry standards. Inspection and Testing shall be performed only for accessible areas and equipment. The Charges are based upon only the device quantities identified in writing in the Agreement, and any additional devices requiring Inspection and Testing may result in additional Charges.

2.2. **Defects Identified by Everon.** Everon has no obligation to repair any defects identified during Inspection and Testing, unless the defects are on Products Everon has an obligation to repair or replace under a separate warranty, extended service plan, or other Service.

2.3. **Warranty Exclusion.** EXCEPT FOR THOSE SET FORTH IN SECTION 2.1 ABOVE, EVERON MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY INSPECTION AND TESTING SERVICES.

#### Product-Specific Terms and Conditions: Monitoring Services

**3. Monitoring Services.** The terms of this section and its subsections apply only to Recurring Service(s) for which Everon actively or passively monitors ("Monitoring Services") Customer's alarm and/or surveillance systems ("System"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

3.1. **Central Station Monitoring.** For Monitoring Services, Everon will program the System to communicate with Everon's or its applicable third-party's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from a Premises ("Alarm Signal"), Everon will make reasonable efforts as described herein to contact up to three (3) persons designated by Customer and, if appropriate under the circumstances and regulations, the applicable local AHJ. Such efforts shall be subject to and consistent with local laws, any applicable requirements to verify certain Alarm Signals not to be false alarms, and Everon's response policies. Laws and regulations designed to reduce false alarms may require attempts to verify an Alarm Signal is not a false alarm prior to the AHJ dispatching a response, or in the absence of such confirmation, delay an AHJ dispatch. Everon shall have the discretion to contact the applicable Premises to verify that the Alarm Signal is not a false alarm. Everon does not control the AHJ and does not guarantee that the AHJ will be dispatched in event of an Alarm Signal. EVERON IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE MANNER IN WHICH AN AHJ RESPONDS OR FAILS TO RESPOND TO AN ALARM SIGNAL. Everon may alter or discontinue any of its response policies without notice and in Everon's sole and absolute discretion. If the AHJ now or in the future requires physical, visual, or other verification of Alarm Signals before dispatching a response, Customer agrees to subscribe to such service from Everon at Customer's expense. Excessive monitoring activity beyond Everon's reasonable control or requests for Everon to remotely arm the System shall be subject to additional charges. Any custom or special instructions from Customer regarding Everon's handling of Alarm Signals are of no effect unless agreed to in writing by Everon, which Everon may reject in its sole and absolute discretion. Customer acknowledges and understands that custom or special instructions for handling Alarm Signals may result in increased risk to Customer and the Premises, which shall be borne solely by Customer and Everon.

shall have no liability for acting pursuant to such instructions.

### 3.2. Signal Transmission.

3.2.1. *Transmission By Telephone.* If the System is connected to the Central station by a traditional telephone connection, then Customer will provide a traditional telephone connection to the Public Switched Telephone Network. This connection will have priority over any other telephone or equipment and shall be within ten (10) feet of the System control panel. Customer acknowledges and agrees that its use of DSL, ADSL, digital phone, cellular radio, private radio, voice over internet protocol ("VOIP"), or other internet-based phone services ("Non-Traditional Phone Services") may cause interruptions to signal transmissions to the Central Station, and that Everon does not recommend Non-Traditional Phone Services unless supplemented by a backup device. Customer will notify Everon of any change from a traditional telephone connection to a Non-Traditional Phone Service, and Customer will test the System signal transmission to the Central Station immediately upon such change. Customer authorizes Everon to request on Customer's behalf any services or equipment from a telephone company or other telecommunication provider providing signal transmission or reception services necessary for Everon to perform the Monitoring Services.

3.2.2. *Transmission by Digital Communicator.* If the System is connected to the Central Station by a digital communicator, Customer will provide a connection via a registered telephone jack to a telephone channel required for the System. Such connection shall have priority over any other telephone or Customer equipment and shall be within ten (10) feet of the System control panel. At Customer's request and expense, Everon will provide such connection.

3.2.3. *Transmission by Internet Protocol-Based Services.* If the System is connected to the Central Station by an internet protocol-based service, then Customer: (a) will maintain a 120V AC power supply for each device; (b) may be required to maintain a static IP address, and any changes to Customer's IP address may cause interruptions in signal transmission; (c) may be required to open port(s) on Customer's firewall; and (d) has sole responsibility for configuring any necessary the modems, routers, firewalls, switches, or hubs necessary to transmit the signals.

3.2.4. *Customer Acknowledgment.* Customer acknowledges and agrees that the Central Station cannot receive signals from the System if Customer's transmission mode becomes non-operational for any reason, including being cut, interfered with, or otherwise damaged, and that Everon shall not be responsible for any interruption or failure of Customer's mode of signal transmission outside of Everon's control. Changes in government laws or regulations may require modification or discontinuation of Customer's signal transmission mode.

3.3. *Video Services.* Customer represents and warrants that: (a) the System is installed at Customer's request for the safety and security of Customer's Premises, employees, and invitees, and for no other purpose; (b) the cameras and other recording or monitoring devices will be installed only in public areas within the Premises, and will not be installed in or record any area where persons have a reasonable expectation of privacy, including but not limited to bathrooms; (c) Customer will provide 120 AC power supply and adequate illumination under all operational conditions necessary for the proper operation of the System; and (d) Customer will maintain an internet protocol-based service with no less than the Everon-recommended bandwidth and speed necessary for the effective performance of the System. Customer is solely responsible for: (i) the placement, direction, and presence of the cameras; (ii) the transmission of the images captured by the System; and (iii) the use of System or the images captured by the System by any person other than Everon, or Everon's employees or agents.

3.3.1. *For e-Secure Video Service.* The camera(s) may provide live streaming video which may be viewed from your account on a computer with adequate internet connectivity, or send video related to specific Alarm Signals which may be forwarded to your e-mail account or mobile device. Customer is responsible for providing the equipment and internet connection necessary to access the e-Secure Video service Everon will not receive or store these video recordings. Customer agrees and understands that e-Secure notifications are an addition to, and not a replacement of, professional monitoring services. Everon is not responsible for any Losses resulting from Customer's response or lack thereof to any e-Secure notification.

3.3.2. *For Video Verification Service.* The System may be configured to send images to an alarm operator for verification of video images directly associated with heat, burglary, panic, or critical condition alarm signals. Customer agrees and understands that Everon will access and view Customer's images and other data captured by the System. Customer understands and acknowledges the inherent limitations associated with visual verification, including but not limited to (a) inadequate illumination in the viewing area, (b) physical obstructions blocking a camera's view, and (c) inadequate receipt, clarity, placement, or quality of the images. Everon does not guarantee that viewing the images transmitted by the System will result in effective visual verification of Alarm Signals.

3.3.3. *For Remote Tours.* An alarm operator will review video images generated by the System, at regular intervals and upon conditions as set forth in the Agreement or otherwise agreed by the Parties in writing.

3.3.4. *For Outdoor Monitoring.* The following limitations apply to the extent any System monitors outdoors or building exterior ("Outdoors") locations, and apply regardless of whether the camera (a) is installed Outdoors or (b) is installed on the interior of a building but positioned to monitor an Outdoors location(s). Customer understands and acknowledges that monitoring of Outdoors locations may be interrupted at any time and for any duration by variables outside Everon's control, including but not limited to weather events, actions or inactions of third parties, signal interruption, video obscuration, or other factors limiting or preventing a camera from monitoring all or part of an Outdoors location or from transmitting a signal from an Outdoors location. Everon expressly disclaims any liability from, and Customer waives any claims arising from, any failure of the System to monitor Outdoors locations.

### 3.4. Radio/Cellular Service.

3.4.1. *For Cellular Backup Service.* If the Agreement includes cellular backup service, Everon will install and connect a radio or cellular transmission device to the System as a backup communication link to the Central Station if Customer's primary communication link to the Central Station is disrupted.

3.4.2. *For Primary Cellular Service.* If the Agreement includes primary cellular service, Everon will install and connect a radio or cellular transmission device to the System as the System's sole communication link to the Central Station.

3.4.3. *Customer Acknowledgement.* Customer acknowledges and agrees that: (a) there may be times when cellular backup and primary cellular services will be unable to acquire, transmit, or maintain an alarm signal; and (b) radio or cellular frequency transmissions may be impaired or interrupted by a variety of conditions beyond Everon's control, including but not limited to weather events and power failures. Customer acknowledges that Everon recommends a backup means of communication to the Central Station.

3.4.4. *FCC Requirements.* Changes in rules, regulations, or policies of the FCC and other AHJs may require discontinuation or modification of some or all Monitoring Services. If Customer's cellular or radio transmitter malfunctions, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that Everon or its contractors or designees have immediate access to the Central Station's transmitter in the event of such a malfunction. Customer agrees to permit immediate access to the malfunctioning equipment in such an event. If Customer fails or refuses to provide such access, then Everon shall be entitled to emergency injunctive relief permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances, and Customer agrees to pay Everon's expenses, including reasonable attorneys' fees, incurred in connection with such proceedings.

3.5. Wireless Devices. Customer acknowledges that wireless devices, including but not limited to wireless local area network (WLAN) or WiFi networks and paths, and wireless motion detectors, smoke detectors, door and window contacts, and other wireless devices ("Wireless Devices") are not physically connected to the System and require a radio frequency network or path to operate. Wireless Devices will not operate, and the System will not sound an alarm, if the radio frequency network or path becomes impaired or interrupted for any reason. Customer is solely responsible for maintaining, inspecting, and regularly testing all networks and paths necessary for the proper operation of the Wireless Devices.

3.6. Direct Connect Services. If Customer requests direct connect services, Everon will install a direct connection between the System and the applicable police or fire department(s) identified by Customer. Alarm signals transmitted through direct connect services will be monitored by the applicable police or fire department(s), which are not Everon's agents or under Everon's control. Everon will not monitor Systems connected through direct connect services. Customer agrees that Everon shall have no responsibility for, or liability resulting from, the AHJ's monitoring of such Systems.

3.7. Vault Protection. If any vault is covered by Monitoring Services, then Customer represents and warrants that each such vault has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance, or other electronic equipment designated in this Agreement prior to setting the equipment for closed periods according to procedures established from time to time by Everon, and to notify Everon promptly if such equipment fails to respond to the test.

3.8. System Maintenance. Monitoring Services do not include testing, operation, or maintenance of the System; Except to the extent included in an Extended Service Plan or other scope of services that Customer purchases from Everon, Customer is solely responsible for testing the System and maintaining, operating, and testing all components of the System in accordance with the manufacturer's recommendations. Except as expressly provided in this Agreement, Everon has no responsibility for the performance of the System.

3.9. Platform. Everon may provide Customer with access to Everon's online portal for Monitoring Services account management ("Platform"). Everon may modify, temporarily suspend access to, or permanently discontinue the Platform or any of its functionality at any time, in Everon's sole discretion. If Customer is provided access to the Platform, Customer agrees to use the Platform to make Monitoring Services account management changes, including but not limited to editing contact lists, access codes, site schedules, testing systems, confirming system activation, and other administrative functions. Customer may be subject to additional per-activity charges if Customer requests Everon personnel perform Monitoring Services account management activities that are available to be made by Customer in the Platform.

3.10. Underlying Casualty Indemnity. In addition to and without limiting the indemnification obligations set forth in the GTCs, Customer shall indemnify and hold Everon and its affiliates, parents, subsidiaries, directors, employees, agents, and officers harmless from any and all Losses incurred from third-party claims arising from or related to any casualty (including but not limited to damage to property, injury to persons, or death, caused by fire, burglary, unauthorized intrusion, assault, or other similar event) occurring at Customer's Premises, which are based in whole or in part upon the Monitoring Services failing to detect, prevent, warn of, terminate, or mitigate damages resulting from the casualty, including Losses based upon claims of Everon's negligence.

3.11. Limitation and Warranty Exclusion. IN LIMITATION OF SECTION 3 OF THE GTCs, EVERON MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY MONITORING SERVICES.

**Signatures**

IN WITNESS HEREOF, Customer and Everon have caused this Agreement to be executed by their duly authorized representatives below.

[[CertifiSStamp\_1]]

[[CertifiSStamp\_2]]

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Everon Authorized Manager

fd



To: Putnam Valley Town Board  
From: Margaret DiRubba  
Date: January 2, 2026  
Subject: Authorize Town Supervisor to sign Maintenance Agreement with Coastal Clock and Chime. Town Pedestal Clock

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the 2026 Maintenance Agreement with Coastal Clock and Chime to perform 1 maintenance visit on the Town's Street Pedestal Clock in the amount of \$875.00.

# Coastal Clock and Chime

Bells • Carillons • Clocks

[coastalclockandchimeoffice@gmail.com](mailto:coastalclockandchimeoffice@gmail.com)

P.O. Box 2722  
Cinnaminson, NJ 08077

856-786-8688 Office

## MAINTENANCE AGREEMENT

Town of Putman Valley

265 Oscawana Lake Rd

Putman Valley, NY 10579-2045

CUSTOMER PID # NYPU001

Contact: Margaret DiRubba

Phone: 845-526-9114

4 Faced Post Clock

SPECIFY ONE:

Renewal

New

Start Date: January 1, 2026

Expiration Date: December 31, 2026

Approval by: \_\_\_\_\_

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

The following equipment will be covered by this agreement:

- CAST BRONZE BELLS
- ELECTRONIC CARILLON
- BELL RINGING EQUIPMENT
- CLOCKS
- STREET CLOCKS

TOTAL

1 VISIT @ \$875.00

Coastal Clock and Chime will service and maintain the equipment specified in this agreement under the following terms and conditions:

- Service will include normal maintenance. It will not include reconditioning, renovation or replacing parts.
- Access to equipment to be provided by customer.
- Services provided under this agreement do not include.... repairs, or replacement of parts cause by: unauthorized tampering or modification of any equipment. Also accident, misuse, damage or disaster, including but not limited to fire, flood, or neglect.
- Parts, cables, power supplies and/or accessories external to the equipment specified.
- Agreements include one or two maintenance visits during the term as specified.
- Agreements are payable in advance.
- **Neither party shall use the other party's confidential information except to fulfill the terms of this agreement.**
- **By authorizing the purchase of a maintenance agreement, you acknowledge that you have read and agree to be bound by its terms and conditions.**

**Credit Card Payment will have a 4% processing fee added to the above total**

7e



**To:** Putnam Valley Town Board  
**From:** Margaret DiRubba  
**Date:** January 2, 2026  
**Subject:** Authorization to Bid Open Top Containers

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I formerly request that the Town Board authorize the Facilities Department to advertise bids for the 2026 Open Top Containers for Bulk Drop-Off, which will be held on the following dates:

- April 18, 2026
- June 20, 2026
- August 15, 2026
- October 17, 2026

7f



To: Putnam Valley Town Board  
From: Margaret DiRubba, Administrative Service Coordinator  
Date: January 2, 2026  
Subject: Approval Bulk Drop Off Attendant - 2026

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I formerly request that the Town Board authorize the Facilities Department to appoint Daniel Gibbs as Bulk Drop-Off Attendant, as a seasonal employee on April 18<sup>th</sup>, June 20<sup>th</sup>, August 15<sup>th</sup> and October 17<sup>th</sup>. The hours of operation are from 8:30 a.m. to 11:30 a.m., at a rate of pay of \$30.00 per hour.

79



**To:** Putnam Valley Town Board

**From:** Margaret DiRubba

**Date:** January 13, 2026

**Subject:** Authorize Town Supervisor to sign Contract with  
CEMCO Water & Wastewater Specialists Inc.  
For Town Hall Well Quarterly Water Testing

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the 2026 contract with CEMCO Water & Wastewater Specialists, Inc. to perform quarterly water tests, confirmation sampling, laboratory testing and reporting to the Putnam County DOH in the amount not to exceed \$13,000.00. Quarterly Testing is required by the New York State Board of Health.

# CEMCO

## WATER & WASTEWATER SPECIALISTS INC.

PO BOX 602 ~ STORMVILLE, NEW YORK 12582  
PHONE 845 878-9711 ~ FAX 845 878-6578  
EMAIL: CEMCO59@GMAIL.COM

ROY BARTICCIOTTO NYS CERTIFIED WATER & WASTEWATER OPERATOR

January 14, 2026

Town Supervisor  
Town of Putnam Valley  
Re: Putnam Valley Town Monthly Sampling

Our proposal is for a 1-year contract to run from January 1, 2026 through December 31, 2026. The monthly sampling be based of the PCHD sampling schedule. Please see 2026 pricing below.

| Sample                     | Pricing           | Per Unit |
|----------------------------|-------------------|----------|
| Coliform QTR               | 147.00            | 36.75    |
| Nitrate - Yearly           | 52.00             | 52.00    |
| Nitrite - Yearly           | 52.00             | 52.00    |
| Lead & Copper - 2026       | 352.50            | 70.50    |
| POCMTBE                    | 245.50            | 245.50   |
| MTBE QTR                   | 736.50            | 245.50   |
| Chloride QTR               | 208.00            | 52.00    |
| Sodium QTR                 | 173.00            | 43.25    |
| Iron & Manganese QTR       | 244.00            | 61.00    |
| PFOS QTR                   | 4,000.00          | 1,000.00 |
| Dioxane QTR                | 600.00            | 150.00   |
| <b>Total 2026 Sampling</b> | <b>\$6,810.50</b> |          |

\*Pricing does not include confirmation samples. Confirmation samples are priced the same as the per unit price.

If you have any questions or concerns, not addressed here, please contact our office at (845)878-9711. Thank you for choosing CEMCO for your water and wastewater needs.

By signing this form, both parties agree to the terms, conditions, and length set forth in this proposal.

Thank you. We appreciate your business.

\_\_\_\_\_  
Roy Barticcio, President

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

\_\_\_\_\_  
Authorized Signer

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

8

To: Supervisor Alison Joliceour  
Board Member Louie Luongo  
Board Member Christian Russo  
Board Member Sherry Howard  
Board Member CJ Brooks

From: Sheryl Luongo, Assessor

Date: January 5, 2026

Please accept this letter as formal notification of my resignation from the position of Assessor for the Town of Putnam Valley effective January 31, 2026.

I am grateful for the opportunity to work with so many amazing people and under several truly great Supervisors and Town Board members during my 24 years of service to the town.

Of course, I will make the transition to the new Assessor as smooth as possible and I will assist in any way I can.

Thank you for accepting this resignation.



9



**ALISON JOLICOEUR**  
*Supervisor*  
*ajolicoeur@putnamvalley.gov*

**Town Board Members**

SHERRY HOWARD, *Councilwoman*  
LOUIE LUONGO, *Councilman*  
CHRISTIAN RUSSO, *Councilman*  
CJ BROOKS, *Councilman*

**Supervisor's Office**

MARIA ANGELICO, *Finance Director*  
MARGARET DIRUBBA, *Facilities Department*  
ELAINE MCGINTY, *Chief of Staff*

**TO:** Town Board  
**FROM:** Maria Angelico  
Director of Finance  
**DATE:** January 21, 2026  
**RE:** Audit Engagement Letter with O'Connor Davies

Respectfully request that the Town Board authorize Supervisor Jolicoeur to sign the attached three year Engagement Letter on behalf of the Town to secure the audit services of PKF O'Connor Davies. This is a three year renewal for years 2025 through 2027 with the fee structure as follows:

Full Year Ending:  
2025 : \$53,000  
2026: \$54,500  
2027: \$56,000



January 1, 2026

Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, New York 10579  
Attention: Alison Jolicoeur, Supervisor

Dear Supervisor Jolicoeur:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Putnam Valley, New York ("Town" or "Entity").

Background:

1. Town Law § 123 provides an annual accounting and submission of books and records by all town officers and employees to the town board shall not apply to a town having a town comptroller, nor to a town which, prior to the twentieth day of January, shall have engaged the services of a certified public accountant or public accountant to make an annual audit to be completed within sixty days after the close of the town's fiscal year.
2. Town Law § 123 also provides that the town board shall examine the criminal and civil dockets of each town justice and shall cause to be entered in the minutes of its proceedings that such dockets have been duly examined and that the fines and fees therein shown to have been collected have been turned over to the proper officials as required by law.
3. The Accounting and Reporting Manual promulgated by the New York State Comptroller ("Manual") requires local governments who expend \$1,000,000 or more in a year in federal awards to have a Single Audit and provides that local governments not subject to the Single Audit may also choose to have their financial statements audited by an independent certified public accountant or an independent public accountant. The Manual further provides that audits of a Town's financial statements under the Single Audit Act should be conducted in accordance with generally accepted auditing standards in the United States issued by the AICPA ("GAAS"), and Government Auditing Standards, issued by the Comptroller General of the United States ("GAGAS"), and that the audited financial statements include management's discussion and analysis (MD&A), basic financial statements, (which includes government-wide financial statements, fund financial statements, and notes to the financial statements) and other required supplementary information.
4. Prior to the commencement of our audit(s), it may not be known whether an audit performed in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance") is required. Consequently, this letter includes the words "if applicable" next to relevant single audit communication requirements.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth herein, the parties agree as follows:

PKF O'CONNOR DAVIES LLP  
500 Mamaroneck Avenue, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | www.pkfod.com

PKF O'Connor Davies LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

## **Audit Scope and Objectives**

We will audit the Entity's statements of the governmental activities, each major fund and the aggregate remaining fund information including the disclosures, which collectively comprise the basic financial statements of the Entity as of and or the years ended December 31, 2025, 2026 and 2027 and issue our report thereon as soon as reasonably possible after completion of our work. We will also audit the financial statements of the Justice Court on the basis prescribed by New York State pursuant to Uniform Justice Court Act Section 2019-a for the years then ended December 31, 2025, 2026 and 2027.

Such audits will be completed by us within the time frames required by Town Law § 123 and other applicable state and federal laws and regulations conditioned upon the Town providing all necessary records, information, and access to personnel in a timely manner to permit completion within this timeframe.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in the Town's Total OPEB Liability
- Schedules of Contributions and Proportionate Share of the Net Pension Liability
- Schedule of Changes in the Town's Total Pension Liability - LOSAP
- Condition Rating of Street System

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, GAGAS (if applicable), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") (if applicable), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud, error, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity; and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when

considered in relation to the financial statements as a whole. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct the audit in accordance with GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, GAGAS (if applicable), and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS (if applicable).
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable), the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide

an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

After our planning is complete, we will communicate to management and those charged with governance, the significant risk(s) of material misstatement identified in our audit planning.

### **Auditor Independence**

We affirm that PKF O'Connor Davies, LLP is independent of the Town of Putnam Valley in accordance with GAAS. We have no organizational conflicts of interest that would impair our independence. We will disclose to the Town Board any circumstances that may create an appearance of impairment of independence and will not perform any non-audit services that would impair our independence as auditors.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the Entity and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance

internal control related matters that are required to be communicated under AICPA professional standards.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS (if applicable). An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

The Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance (if applicable).

### **Reporting**

We will issue a written report(s) upon completion of our audit of the Entity's financial statements and written reports required with audits performed in accordance with GAGAS and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete

the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance; (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance (if applicable); and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance (if applicable) in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and (d) various matters related to the Entity's accounting policies and financial statements.

### **Other Services**

PKF O'Connor Davies will also prepare the financial statements of Entity in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

PKF O'Connor Davies will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. PKF O'Connor Davies, using professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements and Supplementary Information**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered

in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, RSI, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the financial statement preparation or other non-attest services PKF O'Connor Davies provides; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if

applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not due to any failure on our part to comply with professional standards or the other terms of this Agreement, you agree to indemnify us against such obligations.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Entity seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

#### **Non-reliance on oral advice**

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

#### **Electronic and other communication**

During the course of the engagement, we may communicate with you or with Entity personnel via e-mail or other electronic means. You should be aware that communication in those media may be unsafe to use and present a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no responsibility for any loss or damage to any person

or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

### **Access to working papers**

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the Office of the New York State Comptroller or designated representatives, and (iv) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

### **Fees and billing**

The components of our fees for each of the next three (3) years are detailed below:

- 2025 – Basic fee inclusive of the Audit, Meetings, Justice Court audit: \$53,000
- 2026 – Basic fee inclusive of the Audit, Meetings, Justice Court audit: \$54,500
- 2027 – Basic fee inclusive of the Audit, Meetings, Justice Court audit: \$56,000

In the event that the Entity spends \$1,000,000 or more in Federal Assistance, a Single Audit will be required pursuant to Uniform Guidance. Our fees for the compliance audit will be \$8,000 per program per year.

Except as provided above, payments will be due as follows:

- Upon completion of our audit field work – 75%
- Upon submission of the final report and management letter – 25%
- Total – 100%

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The Town may terminate this engagement without or without cause at any time upon thirty (30) days written notice to PKF O'Connor Davies. In the event of such termination, the Town shall pay only for fees earned

and costs incurred through the effective date of termination, with fees earned to be based on documented services provided through the date of termination at the hourly rates specified in this agreement for additional services.

In accordance with our firm policies, work may be suspended if undisputed fees are not paid to us when due and such nonpayment is not cured within 30 days after notice to you, and will not be resumed until such undisputed fees are paid in full.

In the event that you breach your payment or other obligations under this Agreement and fail to correct such breach within 30 days after notice from us to you, we will have the right to terminate this agreement, in which case, the Town shall pay only for fees earned and costs incurred through the effective date of termination, with fees earned to be based on documented services provided through the date of termination at the hourly rates specified in this agreement for additional services.

All invoices shall be submitted in accordance with the Town's voucher and submission of claims requirements. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 2% each year in the subsequent years.

| Level               | 2025      |
|---------------------|-----------|
| Sr. Partner/Partner | \$350-360 |
| Director            | \$300-310 |
| Manager             | \$270-280 |
| Supervisor          | \$245-255 |
| Senior Accountant   | \$220-230 |
| Associate           | \$175-185 |

### **Liability**

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within the applicable statute of limitations period.

Our firm's maximum liability to the Entity for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the Entity, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

### **Reimbursement**

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This agreement will survive termination of this engagement.

### **Dispute resolution**

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided

thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), except any claim by our firm seeking payment of our fees and disbursement, shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. **YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.**

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

### **Hosting services**

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

### **Employment of firm partner or professional employee**

The Entity acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to

entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other's personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

### **Confirmation and other**

Jeffrey Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

*PKF O'Connor Davies, LLP*  
**PKF O'Connor Davies, LLP**

/Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are

acceptable to us.

**TOWN OF PUTNAM VALLEY, NEW YORK**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

\* \* \*



## **REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL**

January 25, 2024

To the Partners of PKF O'Connor Davies, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### ***Firm's Responsibility***

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### ***Peer Reviewer's Responsibility***

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control therewith based on our review.

### ***Required Selections and Considerations***

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of services organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.

*Davie Kaplan, CPA, P.C.*

DAVIE KAPLAN, CPA, P.C.

10a

From: Frank DiMarco, Parks and Recreation  
Subject: Personnel  
Date: December 1, 2025

Please approve the following additions/changes to personnel.

1. Angelo Milano, Basketball referee @ \$50.00 per game.
2. Shaun Cottle, Basketball referee @ \$50.00 per game.
3. Amanda McGannon, Basketball referee @ \$45.00 per game.
4. Craig Cotone, Basketball referee @ \$45.00 per game.
5. Mike Fraioli, Basketball referee @ \$45.00 per game.
6. Kristine McSweeney, Basketball referee @ \$45.00 per game.
7. Mike Rufo, Basketball referee, @ \$45.00 per game.
8. Payton Ferraguzzi, Basketball doorkeeper, @ \$15.00 hr.

106

To: Town Board  
From: Frank DiMarco, Parks and Recreation Director  
Subject: Parks and Recreation Refunds  
Date: December refunds 2025

|                                                                       |                                                                                                |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Alycia Santiago<br>37 Oriole Street<br>Lake Peekskill, NY 10537       | \$500.00<br>LPCC<br>Deposit refund                                                             |
| Cecilia DeGrazia<br>1121 Stonegate Road<br>Shrub Oak, NY 10588        | \$15.00<br>Programs<br>Zumba class canceled due to weather                                     |
| Nelly Bermeo<br>52 Morrissey Drive<br>Lake Peekskill, NY 10537        | \$500.00<br>LPCC<br>Deposit refund                                                             |
| Savannah Elsasser<br>31 Pleasant Road<br>Lake Peekskill, NY 10537     | \$500.00<br>LPCC<br>Deposit refund                                                             |
| Daniella Gavilanes<br>30 Maple Road<br>Lake Peekskill, NY 10537       | \$500.00<br>LPCC<br>Deposit refund                                                             |
| Stephanie Abreu<br>306 Lake Drive<br>Lake Peekskill, NY 10537         | \$500.00<br>LPCC<br>Deposit refund                                                             |
| Eric Jackson<br>23 Chester Place<br>Lake Peekskill, NY 10537          | \$500.00<br>LPCC<br>Deposit refund                                                             |
| Katherine Rivas-Martinez<br>4 South Street<br>Putnam Valley, NY 10579 | \$700.00<br>LPCC<br>Deposit and fee refund/ had to pay<br>for cleaning service from Sat rental |
| Jamilette Perez<br>19 Melnick Place<br>Lake Peekskill, NY 10537       | \$500.00<br>LPCC<br>Deposit refund                                                             |
| Segundo Loja<br>42 Northway<br>Lake Peekskill, NY 10537               | \$500.00<br>LPCC<br>Deposit refund                                                             |
| Maia Gilleo<br>45 Laurel Road<br>Lake Peekskill, NY 10537             | \$500.00<br>LPCC<br>Deposit refund                                                             |

11a

# Town of Putnam Valley

M5 Standard Fee Report Paid Only  
From 11/01/2025 To 11/30/2025

| Fee Type            | Count | Total                |
|---------------------|-------|----------------------|
| ADDITION/ALTERATION | 7     | \$8,875.00           |
| CW                  | 4     | \$300.00             |
| DECK                | 3     | \$807.00             |
| DEM/C               | 1     | <del>\$500.00</del>  |
| DEM/R               | 2     | \$200.00             |
| ELECTRI APP/NY ELEC | 5     | <del>\$700.00</del>  |
| ELECTRIC APP/SWIS   | 13    | \$520.00             |
| FENCE/WALL          | 2     | <del>\$750.00</del>  |
| FIRE INSPECTION     | 2     | \$200.00             |
| GAS/PROPANE         | 3     | <del>\$225.00</del>  |
| GENERATOR PERMIT    | 3     | \$225.00             |
| HWAC                | 4     | <del>\$450.00</del>  |
| OIL TANK            | 7     | \$625.00             |
| PELLET STOVE        | 2     | <del>\$450.00</del>  |
| PERMIT FEE          | 9     | \$708.00             |
| PL                  | 6     | <del>\$325.00</del>  |
| RENEWAL             | 4     | \$5,613.00           |
| RU                  | 1     | <del>\$425.00</del>  |
| SEARCH              | 13    | \$2,600.00           |
| SOLAR PANELS        | 4     | <del>\$3375.00</del> |
| WELL                | 1     | \$75.00              |
| WETL                | 1     | <del>\$150.00</del>  |
|                     | 97    | \$26,602.00          |

List of Building Fee Types

|                   |                                      |
|-------------------|--------------------------------------|
| CW                | Commence Work Permits                |
| DEM/R             | Demolition/Residential               |
| FENCE             | Fence/Wall Permits                   |
| GENERATOR PERMIT  | Generator Installation Permits       |
| GEO THERMAL WELL  | Geo Thermal Well Permits             |
| HVAC              | Heating, Vent. Air Condition Permits |
| MG                | Minor Grading Permit                 |
| MI                | Miscellaneous Building Permits       |
| OPERATING PERMIT  | Commercial Operating Permits         |
| PERM              | General Building Permits             |
| PI                | Plumbing Permit                      |
| RE                | Renewal Building Permits             |
| REINSPECTION FEE  | Reinspection Fee                     |
| RHCS              | Rock Hammer Permit                   |
| RU                | Special Use Renewal – Accessory Apt. |
| SEARC             | Municipal Search                     |
| SP                | Penalty – Bldg. w/o Permit           |
| STR APPLICATION   | Short Term Rental Application        |
| TENT              | Tent Permit                          |
| TREE              | Tree Permit                          |
| WOOD STOVE PERMIT | Wood Stove Installation Permit       |
| WT/S              | Wetland Screening Fee                |

116

### Town of Putnam Valley

M5 Standard Fee Report Paid Only

From 12/01/2025 To 12/31/2025

Count by Type

| Fee Type            | Count | Total       |
|---------------------|-------|-------------|
| ADDITION/ALTERATION | 10    | \$6,071.00  |
| ANTENNA             | 2     | \$6,000.00  |
| CW                  | 3     | \$225.00    |
| DECK                | 4     | \$1,143.00  |
| DEM/R               | 1     | \$100.00    |
| ELECTRI APP/NY ELEC | 5     | \$200.00    |
| ELECTRIC APP/SWIS   | 10    | \$400.00    |
| GAS/PROPANE         | 3     | \$225.00    |
| GENERATOR PERMIT    | 2     | \$150.00    |
| HVAC                | 2     | \$225.00    |
| OIL TANK            | 2     | \$250.00    |
| PERMIT FEE          | 7     | \$950.00    |
| PL                  | 7     | \$555.00    |
| RENEWAL             | 9     | \$4,584.00  |
| RU                  | 1     | \$125.00    |
| SEARCH              | 19    | \$3,800.00  |
| SOLAR PANELS        | 2     | \$2,140.00  |
| STR Application     | 1     | \$500.00    |
| TENT                | 1     | \$75.00     |
| WT/S                | 2     | \$200.00    |
|                     | 93    | \$27,918.00 |

11a

# Town of Putnam Valley

M5 Standard Fee Report Paid Only  
From 01/01/2025 To 12/31/2025

Count by Type

|                                 |      |              |
|---------------------------------|------|--------------|
| Above Ground Pool               | 6    | \$500.00     |
| ADDITION/ALTERATION             | 83   | \$53,126.00  |
| ADDITIONAL FEE                  | 2    | \$338.00     |
| ANTENNA                         | 11   | \$71,550.00  |
| CW                              | 47   | \$3,750.00   |
| DECK                            | 32   | \$7,820.00   |
| DECK - Railing / Stairs Replace | 2    | \$150.00     |
| DEM/C                           | 2    | \$1,000.00   |
| DEM/R                           | 13   | \$1,300.00   |
| ELECTRI APP/NY ELEC             | 66   | \$2,600.00   |
| ELECTRIC APP/SWIS               | 156  | \$6,240.00   |
| FENCE/WALL                      | 28   | \$2,100.00   |
| FIRE INSPECTION                 | 27   | \$2,700.00   |
| FLDPL                           | 1    | \$75.00      |
| GAS/PROPANE                     | 45   | \$3,675.00   |
| GENERATOR PERMIT                | 24   | \$1,800.00   |
| GEO THERMALWELL                 | 1    | \$75.00      |
| HVAC                            | 76   | \$7,200.00   |
| IN GROUND POOL                  | 4    | \$3,250.00   |
| MG                              | 3    | \$225.00     |
| MI                              | 5    | \$383.00     |
| OIL TANK                        | 60   | \$6,525.00   |
| OPERATING PERMIT                | 9    | \$900.00     |
| PELLET STOVE                    | 7    | \$525.00     |
| PERMIT FEE                      | 115  | \$15,780.00  |
| PL                              | 71   | \$5,610.00   |
| REINSPECTION FEE                | 1    | \$50.00      |
| RENEWAL                         | 97   | \$52,591.50  |
| RHCS                            | 2    | \$1,000.00   |
| RU                              | 22   | \$3,125.00   |
| SEARCH                          | 201  | \$40,200.00  |
| SI                              | 2    | \$400.00     |
| SOLAR PANELS                    | 28   | \$22,613.00  |
| STR Application                 | 7    | \$3,500.00   |
| TENT                            | 2    | \$200.00     |
| TREE                            | 7    | \$525.00     |
| WELL                            | 2    | \$150.00     |
| WETADM                          | 8    | \$400.00     |
| WETL                            | 21   | \$2,300.00   |
| WOOD STOVE PERMIT               | 4    | \$300.00     |
| WT/S                            | 26   | \$3,150.00   |
|                                 | 1326 | \$329,701.50 |

RICHARD QUAGLIETTA  
Code Enforcement Officer  
Building Inspector  
Fire Inspector



11d  
TOWN HALL  
265 Oscawana Lake Road  
Putnam Valley, NY 10579

PATRICIA A. SMITH  
Zoning Inspector

Tel: 845 526-2377  
Fax: 845 526-8806

DOREEN C. PIACENTE  
Sr. Clerk to the Building Dept

**TOWN OF PUTNAM VALLEY  
BUILDING & ZONING DEPARTMENT**

STEPHANIE CONTE  
Clerk to the Building Dept.

January 12, 2026

MEMORANDUM TO: Supervisor and Town Board Members

FROM: Richard Quaglietta, Code Enforcement Officer

RE: Building Fees

Please remove the word "escrow" and replace with "Fee" under the Short-Term Rentals  
Building Department Fee as recently approved under Resolution #26-5.

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**MEMO TO THE TOWN BOARD**

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**DATE:** January 14, 2026  
**TO:** The Town of Putnam Valley Supervisor & Town Board  
**FROM:** Stephanie Conte  
Clerk to the Building Department  
**SUBJECT:** Leave of Absence

Dear Supervisor and Town Board Members,

I am writing to request ninety (90) days of unpaid leave starting in the middle of March due to the birth and care of my child, per Article VIII, Section 3, of the 2026-2029 CSEA agreement. This request for leave has been discussed with my manager, Richard Quaglietta.

Thank you,



Stephanie Conte

## **ARTICLE VIII - PERSONAL LEAVE - LEAVES OF ABSENCE**

### **SECTION 1 - PERSONAL LEAVE**

Members of the unit shall be entitled to five (5) non-cumulative personal business days per year. There shall be no reimbursement for unused personal leave days.

Requests for personal leave shall be submitted in writing to the Town Supervisor at least five (5) workdays in advance. Personal leave time may not be used in less than one-half (½) day minimum increments.

### **SECTION 2 - EMERGENCY PERSONAL LEAVE**

In the event of an emergency in which an employee is unable to give five (5) working days notice, the reason for the emergency shall be given when notice is given on said day.

### **SECTION 3 - LEAVES OF ABSENCE**

Leave of absence for "legitimate reasons" may be granted by the Town Board for a period of up to ninety (90) days, upon recommendation of the Supervisor or his/her designee, provided that application therefore is made in writing, at least thirty (30) days prior thereto. Leave time beyond such ninety (90) days may be granted at the discretion of the Town Board. Such leaves shall be without pay or other benefits, provided, however, the employee may remain enrolled in the Town's Group Insurance Plans provided they pay the premiums thereon.