TOWN OF RUMFORD BOARD *of* SELECTPERSONS AGENDA

December 16, 2021 at 6:30 p.m.

Via ZOOM

5:30 Workshop on New Central Fire Station – Budget discussion

1. Call to Order
2. Pledge of Allegiance
3. Adopt Agenda
4. Public Hearing. Liquor License MPDT LLC dba Hotel Rumford

5. Action following Public Hearing:
   Liquor License MPDT LLC dba Hotel Rumford

6. Comments
   a. Public Comment:
   b. Town Manager's Report
   c. Department Heads and Committee Chairs
   d. Select Board

7. Approve Minutes December 2, 2021

8. Approve Warrant number #26

9. Discuss request for Handicap parking sign 151 Franklin St.

10. Discuss/Approve equipment/wiring for Camera System

11. Discuss appointing Comprehensive Plan Committee to update plan

12. Discuss/Set dates for Public Hearing and Special Town Meeting for New Central Fire Station

13. Discuss/Approve Release of rights at Hammerhead on Railroad Street

14. Discuss Citizen of the Year

15. Discuss/Approve appointment to open Board seats

16. Adjourn

Topic: Selectboard Meeting

Time: Dec 16, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/6244551829

Meeting ID: 624 455 1829

One tap mobile

+19294362866,,6244551829# US (New York)

TOWN OF RUMFORD BOARD *of* SELECTPERSONS MEETING MINUTES

December 2, 2021 at 6:30 p.m.

Via ZOOM

1. Call to Order
2. Pledge of Allegiance
3. Adopt Agenda
   Motion made by Brennick and seconded by DiConzo to add/discuss replacement of vacant appointed positions after number 10. Vote 5-0

4. Public Hearing. None.

5. Action following Public Hearing: None.

6. Comments
   a. Public Comment: None
   b. Town Manager's Report
      Town Manager Carter attended the Ribbon Cutting Ceremony for the Old School Food Pantry. Carter noted it was the largest turn out he had seen for a ribbon cutting. Carter stated it was a wonderful event and there are great things happening at the pantry and it is well stocked and open to anyone.

      Carter stated they tried to have a workshop on Technology last night but it didn't work because of issues with Zoom. Workshop was rescheduled for next Wednesday Dec 8th at 6 p.m.

      Carter discussed the lighting of the Christmas tree scheduled for December 3, 2021. He reminded people to distance themselves from others. He noted it would be live streamed. Carter stated Downtown looks wonderful with the lights and decorated store fronts. He discussed the New Banner needs to be looked at for ways to hang it allowing the Banner to handle the wind.

   c. Department Heads and Committee Chairs

      Police Chief Milligan discussed he would like to start a new program called Sand for Seniors and he was working on the project with Public Works.

      Public Works Director Roberts noted there were no problems with the first storm and that he had hired a new Mechanic/ Robert Parker.

      Economic Director O'Keefe stated that the publicly available Wi-Fi available on Congress Street in the coming weeks. He also noted that there will be a Ribbon Cutting Ceremony for the New EV Charging station next week.

d. Select Board
Chase questioned if department heads are invited to the technology meeting. Town Manager answered that they have been invited.

Brennick questioned about updates on the electric sign placement. Carter responded he will call for an update for installation.

7. Approve Minutes November 18, 2021
Motion by DiConzo and seconded by Theriault to approve the minutes of November 18, 2021. Vote 5-0 in favor.

8. Approve Warrant number #24
Motion by DiConzo and seconded by Theriault to approve Warrant number 24. Vote 5-0 in favor.

9. Discuss Lithium Mining effect on Wellhead protection

Discussion was held.

Motion to table the discussion on Lithium Mining effect on Wellhead protection unless Amy Bernard Town Administrator from Newry joins us by the end of the meeting was made by Brennick and seconded by DiConzo. Vote 5-0 to table.

Chase requested if Newry has any meetings about the mining if the Selectpersons from Town of Rumford could be invited.

10. Approve Parade Permit – Xmas
Motion by Mclean and seconded by DiConzo to approve the Parade Permit for Christmas. Vote 5-0 in favor.

11. Approval to Post Open Board Positions
Discussion on open position for Med-Care and Library which would be for the unexpired terms.

Motion to post open board positions was made by DiConzo and seconded by Chase. Vote 5-0 in favor.

12. Approval of BID for Printing of Annual Town Report
Motion by Brennick and seconded by McLean to approve the Bid for Printing the Town Report submitted by The Snowman Group for $483.85. Vote 5-0 in favor.

13. Approval of BID for Printing of Annual Town Report

Motion by Brennick and seconded by McLean to approve the Bid for Printing the Town Report submitted by The Snowman Group for $483.85 as submitted. Vote 5-0 in favor.

14. Adjourn

Motion to adjourn made by Diconzo and seconded by Theriault. Vote 5-0 in favor. Adjourned at 6.55 p.m.

TO: RUMFORD BOARD OF SELECTMAN (CITIZEN OF THE YEAR)

c

ASK YOURSELF, IF FOUR YEARS AGO YOU HAD THE OPPORTUNITY to live any place you wanted to if you would have chosen to live in Rumford. Maine?

STEPHENEY AND HER HUSBAND. WHO HAD JUST RETIRED AFTER WORKING FOR TWENTY SIX YEARS OF SERVICE to the city had just such an opportunity!

Stephanie, had lived and grown up in Warwick, New York where she and her father had a thriving gardening business, and Stephanie also had a love, and a very good nack, for decorating homes for herself, and other others. Her parents had recently moved to Maine, so when Stephany's husband was offer a job in Rumford, they took a leap of faith and moved to Rumford, Maine. They purchased a home on Hall Hill and once they settled in, Stephanie would join "Invision Rumford" and from there "Beautify Rumford" was born! This was and is a project very near and dear to her heart. With her love of flowers she and the other members began

decorating the town! She also became a very active member of the "Festival of Tree's Community. Stephanie and the other elves have created a wonderful evening with Santa, Christmas Trees, singing and dancing, and you can usually find Stephanie handing out cookies and candy to the children! Many volunteers help out with this event!

Stephenie can always be seen around town with the Town Crew, Fire Department, Parks Department and other Town Volunteers hanging Banners, and decorating Our Beautiful and wonderful Town!

"By the way, in case you might have missed it, HGTV recently did a special feature on small home towns and the town of Rumford, Maine was there for all the world to see!

I think that Stepheny would be the first to say that she appreciates all the time and energy that all the volunteers put making our TOWN so BEAUTIFUL!

~~volunteers~~

community

p.s. I am glad that Stephenie and her husband choose to move to Rumford!

Richard Jolene Longley

TOWN OF RUMFORD

Board and Committee Candidate Information Sheet

NAME Mary C Bendix DATE 12/6/2021

STREET ADDRESS 58 Lighthouse Lane Rumford, ME 04276

MAILING ADDRESS same

TELEPHONE: HOME ——— WORK ——— CELL 207-717-5191

EMAIL ADDRESS meetbmb@hotmail.com

Please list the Board or Committee you wish to serve on:

Board of Directors/Trustees - Library

Please explain why you are interested in serving in this position:

Being new to town since July 2021 I am looking for opportunities to contribute to the Community and the Library

Please describe any current or past employment that may be relevant to the position:

Past Director of Sales & Marketing at ITAD and Fortune 1000 corporations. I also was a H.S. Substitute Teacher after my retirement in N.H.

Please list any prior experience or community service that may be relevant to the position:

Volunteer Positions: CASA (Child Advocate for Abused and Neglected Children) in the NH Family Court System. Also, Volunteer at SHARE in Milford NH (Food Pantry & Clothing Dist.) taught CCD & was a Girl Scout Leader >10 years

Do you have any immediate relatives currently serving on any Town Board or Committee or as employees of the Town that may cause a conflict of interest? If so, please list their names and positions:

NO

Please list the organizations that you are currently a member of:

HOPE Assn. CASA, Rumford Riders ATV Club & the SNOWMOBILE CLUB.

Thank you for your interest in serving the citizens of the Town of Rumford.

TOWN OF RUMFORD

Board and Committee Candidate Information Sheet

NAME Anne Marie Ph D DATE 11/23/21

STREET ADDRESS 473 Andover Road

MAILING ADDRESS Rumford, ME 04276

TELEPHONE: HOME 207-364-2244 WORK _____ CELL _____

EMAIL ADDRESS Mariallen@Mainemail.com

Please list the Board or Committee you wish to serve on:

Library Board of Trustees

Please explain why you are interested in serving in this position:

Work in the community & be near books

Please describe any current or past employment that may be relevant to the position:

Professor - UMF, Research Scientist.

Please list any prior experience or community service that may be relevant to the position:

Chair of "The Children's Place" nonprofit childcare facility
Town many committees at VA Medical Center, Dayton OH
Taught "Assertive for Seniors" here at library

Do you have any immediate relatives currently serving on any Town Board or Committee or as employees of the Town that may cause a conflict of interest? If so, please list their names and positions:

No

Please list the organizations that you are currently a member of:

"League of Eight" - women's organization meeting in Rumford since 1930s - In the past, worked to help the library.

Thank you for your interest in serving the citizens of the Town of Rumford.

Kreckel Law, P.A.

Jennifer F. Kreckel, Esq.
jfk@kreckellaw.com

December 14, 2021

BY HAND-DELIVERY

Stacy Carter, Town Manager
Rumford Municipal Building
145 Congress Street
Rumford, Maine 04276

Re: Extinguishment of Easement of Hammerhead Turnaround on Railroad Street

Dear Stacy:

Enclosed please find the Release of the Easement in the hammerhead turnaround given by Rumford Paper Company to the Town when the initial part of Railroad was discontinued in 2007. I spoke with Attorney Stauffer at PretiFlaherty and let him know that this would come before the Board of Selectpersons on Thursday night. After it is signed (in front of a notary public), please return it to me so that I may send it to Attorney Stauffer.

Please feel free to call if you have any questions.

Best wishes,

Jennifer F. Kreckel
Bar Registration No. 7713

JFK\
Enclosure

RELEASE OF EASEMENT IN DISCONTINUED RAILROAD STREET

KNOW ALL MEN BY THESE PRESENTS, that the **INHABITANTS OF THE MUNICIPALITY OF RUMFORD,** a body corporate, located in Rumford, Oxford County, State of Maine, hereby release to **ND PAPER INC.**, a Delaware corporation, with an address at 35 Hartford Street, Rumford, Maine 04276, its successors and assigns, all right, title and interest of the INHABITANTS OF THE MUNICIPALITY OF RUMFORD in and to that certain easement for a town way acquired by deed given by Rumford Paper Company, dated October 11, 2007, and recorded in the Oxford County Registry of Deeds, Book 4224, Page 110, said town way having been discontinued by action of the legislative body of the grantor municipality, as certified by the clerk of the grantor municipality, dated June 21, 2021, and recorded in said Registry of Deeds, Book 5616, Page 952.

The said **INHABITANTS OF THE MUNICIPALITY OF RUMFORD** have caused this instrument to be signed in its corporate name by its Board of Selectperson, duly authorized, this 16th day of December, 2021.

Witness:

INHABITANTS OF THE MUNICIPALITY OF RUMFORD

_____
Print Name: **STACY CARTER**

By: _____
CHRISTOPHER BRENNICK
Chair

_____
Print Name: **STACY CARTER**

By: _____
FRANK DICONZO
Vice-Chair

_____
Print Name: **STACY CARTER**

By: _____
M. PETER CHASE
Its Selectperson

_____
Print Name: **STACY CARTER**

By: _____
JAMES THERIAULT
Its Selectperson

_____
Print Name: **STACY CARTER**

By: _____
ERIC MCLEAN
Its Selectperson

[End of page. Acknowledgment page follows.]

STATE OF MAINE

COUNTY OF OXFORD, ss.

On the 16th day of December, 2021, personally appeared the above-named **CHRISTOPHER BRENNICK, FRANK DICONZO, M. PETER CHASE, JAMES THERIAULT & ERIC MCLEAN,** Selectpersons of said grantor Municipality, and acknowledged the foregoing instrument to be their free act and deed in said capacities and the free act and deed of said grantor Municipality.

Before me,

_____
Notary Public/Attorney-at-Law

_____
Name

My Commission expires: _____

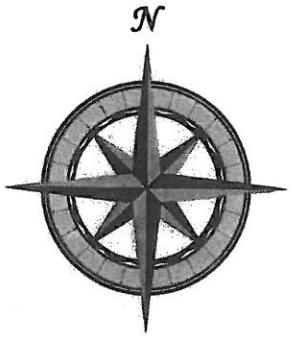
Northeast Alarms

John Perry Electric
111 Knox Street
Rumford, ME 04276

Estimate

Date	Estimate #
12/7/2021	139

Name / Address
Rumford Police Department River Street Rumford, Maine 04276



Phone #
207-364-3694

E-mail
nealarms@yahoo.com

Description	Total
TO INSTALL 16 LINES OF CAT5e CABLE TO USE FOR NEW CAMERAS. LOCATION ARE LISTED ON THE SCHEDULE OF CAMERAS. RUN WIRES IN A NEAT AND PROFESSIONAL WAY CONCEALING AS MUCH AS POSSIBLE. USE SOME EXISTING CONDUIT. USE WIREMOLD IN FINISHED AREAS. PURCHASE RED CABLE AT $150.00/1000FT BOX THIS ESTIMATE IS NOT A FIXED PRICE -TIME AND MATERIALS 15HOURS AT $70.00/HR $1050.00 WIRE $150.00 WIRE MOLD/EXTRA $ 50.00 ---------- TOTAL $1250.00	1,250.00

Thank you for your business.

Total $1,250.00

MODEM WAVS, INC.
Computer Sales and Service
405B WATERFORD RD
WATERFORD, ME 04088

Quote

Date	Estimate #
12/8/2021	1705

Name / Address
RUMFORD PD 150 RIVER ST RUMFORD, ME 04276-2029

Please Note:
Windows 7 support will end on January 14, 2020.
Windows 8.1 support will end January 10,2023.
Office 2007 is no longer supported
Office 2010 support will end September 13, 2020

Terms
Due on receipt

Description	Qty	Rate	Total
Cisco SG350-52P 52-Port Gigabit PoE Managed Switch - 52 Ports - Manageable - 3 Layer Supported - Twisted Pair - Desktop, Rack-mountable - Lifetime Limited Warranty	1.00	1,215.00	1,215.00

Subtotal	$1,215.00
Sales Tax (0.0%)	$0.00
Total	$1,215.00

VALLEY
COMMUNICATIONS SYSTEMS

V-44850-1
12/13/2021

PROPOSAL

RPD - PROJECT #2 New Verkada Cameras - P - JPS - V-44850

This Agreement is between

Rumford ME, Town of
150 River Street
Rumford, ME 04276
207-364-3449

Valley Communications Systems, Inc.
20 1st Ave.
Chicopee, MA 01020-4619
800-522-4136
www.valleycommunications.com
Contact: Jim Page, 413-386-6221

Scope Of Work

Valley Communications Systems, Inc.

Valley Communications Systems, Inc. "VCS" or licensed subcontractor will provide the Town of Rumford, "The Client", the system described in this document. Owner Furnished Equipment "OFE" is any equipment pre-existing or provided by The Client that is a part of this system. Client responsibilities listed in detail at the end of this document.

Project Summary:

These budgetary numbers outline rough expected costs associated with professional services and hardware required to install a new Verkada video surveillance security system. The upgraded system will provide the following:

- New Verkada domes and fisheyes to cover desired fields of view
- Valley to supply Connectors to connect the cameras to the patch panels
- Valley To supply 2-24 port Network Switches

- Valley to terminate customer pulled wire

A final system proposal will be created if these budgetary numbers are reasonably close to expected cost of the system. If these numbers exceed expectations, cost can be reduced by removing features to more closely align the needs of the space given specific budgetary restrictions. Occasionally, products offered by manufacturers change between when budgetary numbers are provided and when a final proposal is created. These product lineup changes can affect total price either favorably or unfavorably, depending on what products are still available that offer the same functionality as the discontinued items.

Video Surveillance:

- Eleven (12) new Verkada CD41-30-HW 5 megapixel dome cameras to be installed in the interior of the Rumford Police Department
- Three (3) new Verkada CF81-30-HW 12 megapixel fisheye cameras with two (2) mounted on corners of the exterior of the building and one (1) mounted to the interior of the building

Networking (Initial All):

- The Client is responsible to provide DHCP IP addresses for all devices prior to start of work. (Initial)

Server Access (Select and Initial One):

- As a security precaution, VCS will retain remote and Administrator level access to the Client's servers and will provide the Client with defined User level access to the server. (Initial)
- If the Client requires Administrator level access to the server, VCS will provide such access. In such a situation, the Client acknowledges that they have read and agreed to the following terms:

  VCS has represented to the Client that VCS will not be permitted to access the Client's server, and VCS will have no ability to manipulate, modify or control any information or data stored in the server. If any support services or Professional Services provided by VCS may require access to the Client's servers, the Client's applications, and/or the Client's Data, VCS shall, at the Client's request, enter into an appropriate separate agreement with the Client to govern such access. In the absence of such an agreement with VCS, the Client is solely responsible for safeguarding access to and manipulation of the information, video, and other data stored on the server.

  (Initial)

Notes:

1. Unless included below, no lifts are included in this quote and will be billed separately if needed.
2. Unless included below, all network connections and configurations provided by the client.

3. Quote assumes all new network devices will connect to the nearest network switch not to exceed 300 feet of network cabling. Quote does not include network cabling runs in excess of 300 feet.
4. AC power is the responsibility of the Client and not VCS.
5. VCS may direct as to power requirements and location of outlets as part of the design process.
6. VCS will provide backup configuration files of the system programming to the Client upon completion of the project.
7. Verkada devices require communication on network ports 80 (HTTP), 443 (HTTPS), and 123 (NTP), it is the responsibility of the client for these ports to be open for the devices to work as intended.
8. It is the responsibility of the client to supply a DHCP service to automatically assign IP addresses to any Verkada device connected to the network. Verkada devices do not accept static IP addresses.
9. Any intrusive packet analysis such as SSL Inspection will cause Verkada devices to not accept traffic and will render the Verkada devices inoperable until the SSL Inspection Service is disabled. It is the responsibility of the Client to disable any intrusive packet inspection.

Warranty:

1. VCS warrants against defects in the workmanship provided by VCS as it pertains to the scope of work included in this proposal. VCS will provide all necessary labor required to repair or replace any defects in workmanship for the period of one year from the date of installation. This warranty does not cover damage or system malfunction caused by normal wear and tear, hazardous environmental conditions, use more than the original equipment manufacturer's recommendation, alteration of the system or any of its parts, user negligence, misuse, or acts of God.
2. The manufacturer's warranty (begins when VCS orders the equipment) governs equipment repair or replacement. VCS facilitates repair or replacement of equipment covered by a manufacturer warranty for 30 days from the date of installation. After this 30-day period, VCS will facilitate repairs/replacements for the current time and material(s) rate, plus any applicable shipping cost(s). Any equipment repair or replacement not covered by a manufacturer's warranty will be billable as time and materials.

Camera Schedule:

Camera Number	Location	Type Camera
1	River St. sidewalk and alley at bldg corner (360°)	Outdoor Fisheye (1)
2	CID & Chief's offices entrance	Indoor Dome (1)
3	1st floor hallway	Indoor Dome (1)
4	2nd floor hallway (outside courtroom facing towards Congress St)	Indoor Dome (1)
5	2nd floor hallway (top of stairs facing towards courtroom)	Indoor Dome (1)
6	2nd floor hallway (facing Congress St/Town Offices area)	Indoor Dome (1)
7	Alley/cruiser parking area on corner by Court private entrance (360°)	Outdoor Fisheye (1)
8	Police Dept - cell	Indoor Dome (1)
9	Police Dept - holding area / fingerprinting	Indoor Dome (1)
10	Police Dept - Booking Room	Indoor Dome (1)
11	Police Dept - Evidence Room	Indoor Dome (1)
12	Police Dept - Intoxilyzer Room	Indoor Dome (1)
13	Police Dept - Interview Room	Indoor Dome (1)
14	Police Dept - Temp Evidence Storage Area	Indoor Dome (1)
15	Police Dept - Prisoner Entrance/Hallway off alley	Indoor Dome (1)

LINE ITEM DETAILS

Rumford Police Department - 150 River Street

		Unit Price	Price
	Video Surveillance		
25	**Liberty AV Solutions 10005USOP-EA** Category 5e one-piece crimp RJ45 plug Single	0.45	11.25

Rumford Police Department - 150 River Street: Interior Cameras

		Unit Price	Price
	Video Surveillance		
1	**Valley Install Hardware** Misc Hardware and Parts	250.00	250.00
13	**Verkada CD41-30-HW** Indoor Dome Camera, 5MP, Fixed Lens, 30 Days of Storage	668.70	8,693.14
13	**Verkada LIC-3Y** 3 Year Camera License	415.17	5,397.21
13	**Vertical Cable 092-599/3GR** CAT5E 3ft Green, Patch Cord, Boot & Protector, Stranded, 24AWG, UTP, UL	1.51	19.63
26	**Vertical Cable 351-V2615/GR** CAT5E Data Grade Keystone Jack, RJ45, 8×8, Green.	1.82	47.32

Rumford Police Department - 150 River Street: Exterior Cameras

		Unit Price	Price
	Video Surveillance		
2	**Valley 3/4" Conduit Package** 3/4" Conduit Package	13.64	27.28

2	**Verkada ACC-MNT-10** Corner Mount	178.30	356.60
2	**Verkada ACC-MNT-2** Arm Mount	79.74	159.48
2	**Verkada ACC-MNT-8** Pendant Cap Mount	61.82	123.64
2	**Verkada CF81-30E-HW** Outdoor Fisheye Camera, 12MP, Fixed Lens, 30 Days of Storage	1,663.17	3,326.34
2	**Verkada LIC-3Y** 3 Year Camera License	415.17	830.34
2	**Vertical Cable 092-599/3GR** CAT5E 3ft Green, Patch Cord, Boot & Protector, Stranded, 24AWG, UTP, UL	1.51	3.02
4	**Vertical Cable 351-V2615/GR** CAT5E Data Grade Keystone Jack, RJ45, 8×8, Green.	1.82	7.28

Head End

		Unit Price	Price
	Video Surveillance		
2	**Ubiquiti Networks ES-24-250W** Power Over Ethernet plus Gigabit switch, 24 port, 250 Watt, SFP (Small Form Factor Pluggable)	476.52	953.04
2	**Vertical Cable 043-382/24/1U** Blank Patch Panel, with Cable Manager, 24 Port, Black	19.20	38.40
4	**Vertical Cable 092-617/7GR** 7 Foot Cat5e Jumper	2.75	11.00
2	**Vertical Cable 301-KCJ/BK** Keystone Coupler for CAT5E	3.20	6.40
20	**Vertical Cable 351-V2615/GR** CAT5E Data Grade Keystone Jack, RJ45, 8×8, Green.	1.82	36.40

PRICING SUMMARY

Equipment:	$20,297.77
G&A:	$811.87
Professional Services:	$7,220.20
Grand Total:	**$28,329.84**

Payment Terms

Description
30% - Payable with Signed Sales Agreement/Purchase Order
70% - Future Payments per Progress Billing and/or Final Billing

2 PoE Ethernet Switches for $953.04 Not needed.

Actual Quote is $27,376.80

Signatures

Client: **Tony Milligan** **Date**

Contractor: **Valley Communications Systems, Inc.** **Date**

State Licenses: 7189-C (MA) • C5-192407 (CT) • TSC-464 (RI)
Equal Opportunity Employer

CLIENT RESPONSIBILITIES

Definitions & Abbreviations

Definitions

AV Equipment	Devices that display, project, distribute, process, amplify, capture, convert, or reproduce audio or video as described in this Proposal.
Client	Also "Owner," The awarding authority, facility owner, end-user, or final recipient of the installed system as defined in this Proposal, or a representative thereof, or Others.
Others	A service provider or contractor responsible for work excluded in this Proposal or other applicable documentation.
Proposal	This document and the terms, conditions, and listed pricing for products or services, as well as exclusions, assumptions, responsibilities, or other written documentation.
User	A person who uses or operates AV Equipment.
VCS	Valley Communications Systems, Inc. or a licensed subcontractor.

Abbreviations

ALS	Assistive Listening System
BOM	Bill of Materials
DSP	Digital Signal Processor
EDID	Extended Display Identification Data
HDCP	High-bandwidth Definition Content Protection
LAN	Local Area Network
NB	Non-Billable
OEM	Original Equipment Manufacturer
OFE	Owner Furnished Equipment
PoE	Power over Ethernet (Defined in IEEE 802.3)
SOW	Statement of Work

Each item listed in this section is the responsibility of the Client. Any item in this section that is not addressed by the Client may delay project completion, and will result in an increased cost for remobilization of VCS installation, configuration, programming, project management, or other personnel. Some items in this section, if not addressed by the Client, may result in damage to system AV Equipment or may place VCS or other personnel at risk of harm or bodily injury. The Client is responsible for all damages associated with not executing on the responsibilities listed in this section.

1. General

- ☐ 1.1) The Client is responsible for providing a representative to act as the Owner's Project Manager ("OPM"). This OPM will coordinate the activities of internal Client departments and others as required for successful completion of the project.
- ☐ 1.2) The Client is responsible for providing VCS personnel prompt and unrestricted access to work areas for the duration of the project.
- ☐ 1.3) The Client is responsible for providing an adequate and secure space as close to the work area as possible for storage of AV Equipment and tools throughout installation.
- ☐ 1.4) The Client is responsible for providing and terminating of fire alarm relays and/or interconnects.
- ☐ 1.5) VCS may add a 2% surcharge for credit card purchases where permitted by law.

2. Network Configuration

- ☐ 2.1) Network configuration and setup for devices connected to the OFE network is the responsibility of the Client.
- ☐ 2.2) After the receipt of a purchase order, VCS will provide a list of devices requiring connection to, power from, or addressing on the OFE network. This list will include the device Manufacturer, Model Number, Serial Number, MAC address, installation location, and port number of the switch if applicable.
- ☐ 2.3) Devices connected to the OFE network will require IP addresses provided by the Client. Some devices may be able to operate in DHCP mode but reserved DHCP based on the device MAC address is preferred.
- ☐ 2.4) The Client will provide PoE to devices connected the OFE network with ample power.

3. Software Installation and Configuration

- ☐ 3.1) If software or integrated hardware is required for the system specified in this Proposal to function as described, the Client is responsible for all installation and/or configuration of any such software or hardware on any OFE computer or electronic device not provided by VCS, including any such software or hardware provided by VCS for use on any OFE computer or electronic device not provided by VCS.

4. Intellectual Property Licensing

- ☐ 4.1) The Client is responsible for providing intellectual property such as logos, images, or any other content that may be displayed, reproduced, or otherwise used on a permanent or semi-permanent basis as a part of the completed system. The Client is responsible for any licensing or usage fees for content used for these or any other purposes. The Client will release VCS of any licensing fees or responsibilities related to the use of any intellectual property as required for final system functionality or design as described in this document.

5. Structural Requirements

- ☐ 5.1) The physical characteristics of a space dramatically affect system effectiveness, and the AV Equipment in this Proposal has been specified with the understanding that the Client will provide a space with physical dimensions, structural vibration-free construction, acoustic qualities, lighting, and/or occupancy/capacity that will support satisfactory performance of the specified AV Equipment.

6. Blocking

- ☐ 6.1) It is the responsibility of the Client to provide blocking to support suspended or wall-mounted AV Equipment specified in this Proposal before the installation of that AV Equipment. Upon request and after the receipt of a purchase order, VCS will provide blocking requirements and locations.

7. Removal of Existing Equipment

☐ 7.1) It is the responsibility of the Client to remove any hardware, OFE devices, or other impeding materials prior to the installation of this system. This includes (but is not limited to) pre-existing whiteboards, chalkboards, corkboards, posters, fire alarms, outlets, switches, conduits, or other items on the walls, ceiling, beams, or other structure that may block the installation of the AV Equipment as specified in this Proposal onto those surfaces or structures.

8. Electrical Power

☐ 8.1 The Client is responsible for high voltage power and wiring meeting all current applicable electric code standards. Upon request and after the receipt of a purchase order, VCS will provide power requirements as established by the OEM and locations of high- and low-voltage outlets.

9. Cable Pathways

☐ 9.1) The Client is responsible for providing existing cable pathways, which may include appropriately sized conduit, floor boxes, fishable walls, drop tile ceiling airspaces, cable ladders, or other pathways as described, implied, or otherwise required to connect devices as described in this Proposal: Any cable pathways not explicitly stated in this Proposal to be provided by VCS will be provided by the Client.

10. Existing Furniture

☐ 10.1) VCS Technicians will provide and use blankets to cover items that may be damaged by dust or debris during installation. However, VCS strongly urges the Client to remove furniture that may be damaged during installation from areas where installation may occur. If furniture or finish material such as trim or carpeting cannot be removed, VCS strongly urges the Client to cover that furniture or other finish material to protect it from dust or other installation debris. The Client will hold VCS harmless from damage caused by dust or other construction debris to furniture or finish material.

11. Patching and Painting

☐ 11.1) The Client is responsible for patching, painting, fire-safing, and/or any other repairs to walls, finish material including but not limited to trim and carpeting, required after installation.

☐ 11.2) The Client is responsible for the replacement or repair of ceiling tiles that might be damaged, marked, or repurposed during installation.

12. Use Limitations

☐ 12.1 The Client will limit use of the specified AV Equipment to no more than the daily or lifetime use limits of those devices as established by the OEM, and will provide temperature and humidity control required for maintaining environmental conditions to within the environmental limits specified by the OEM. Use exceeding these limits may result in reduced performance or failure of those devices. VCS can provide available OEM-determined runtime and environmental limits of new AV Equipment specified in this Proposal if required.

13. Operation Personnel

☐ 13.1) The Client will provide operation personnel who will supervise, manipulate, configure, and/or otherwise operate the required system components as needed throughout the use of the system as described in this Proposal.

14. Assistive Listening

☐ 14.1) Unless specifically included in this Proposal, the Client will provide an assistive listening system meeting the Americans with Disabilities Act (ADA) Section 219.2 that will be used alongside the audio system specified in this Proposal. Section 219.2 of the ADA states: In each assembly area equipped with audio amplification where audible communication is integral to the use of the assembly area, an assistive listening system is required. If an individual goes to an assembly area, asks for an assistive listening system and one is not provided, that individual can file a complaint with the Department of Justice. The Department of Justice then may file a lawsuit. If the owner of the venue is found to be non-compliant, civil penalties are often applied. The Department of Justice issued a Final Rule that adjusts civil penalties ranging from $55,000 to $150,000.

15. System Modification

☐ 15.1) The Client, representatives of the Client, or any other actors excluding VCS, will not manipulate the system or system components to modify or disassemble, or alter any system device configuration, in any way other than as specifically described in this Proposal. In the event of any such manipulations, the Client will release VCS of any system functionality, reliability, or warranty responsibilities. VCS can restore the system to the originally specified state for an additional cost if requested after such unapproved modifications.

16. Change Orders

☐ 16.1) VCS recommends that the Client set aside a reserve of up to 10% of total project cost for potential complications in implementation of the proposed system. Each change order will be billable and may result in an increased cost unless otherwise prohibited by law. Any potential situation requiring additional or alternate equipment outlined in this document are not to be misconstrued as a comprehensive list of all possible reasons for a change order, as there is always the possibility of other unforeseen reasons for requiring a change order.

17. Mounting Hardware

☐ 17.1) Hardware required to attach, mount, connect, or otherwise install the AV Equipment specified in this Proposal is included as required for the given surfaces and/or structures to which the specified hardware must mount, provided the characteristics of these surfaces and/or structures have been given to VCS by the Client OR if those surfaces and/or structures have been independently evaluated by VCS. In the event that the characteristics of these structures or surfaces was unavailable for evaluation, or was misconstrued, miscommunicated, not communicated, or otherwise unknown or unknowable, VCS has made a good faith effort to estimate likely hardware requirements.

☐ 17.2) If any unforeseen or unaccounted for site conditions or circumstances arise that have a material impact on system function or installation, additional hardware and/or professional services and labor charges will be provided at an additional cost to the Client through a change order.

☐ 17.3) If additional hardware and/or labor is determined to be necessary in the professional judgement of VCS for a successful, reliable, or safe installation, or if such additional hardware is necessary to meet the requirements as determined by local building codes or inspection authorities, VCS will provide those services or AV Equipment at an additional cost to the Client through a change order.

18. Discontinued Items

☐ 18.1) If, by the time a purchase order is received, any of the specified AV Equipment is discontinued or no longer available, VCS will inform the Client of the discontinued items and will make every attempt to provide alternate AV Equipment with the same functionality at the same cost as those discontinued items. However, in the case that no similar cost AV Equipment is available with comparable functionality, VCS will inform the Client of potential options for replacement AV Equipment at a different cost and/or altered functionality through a change order.

19. System Additions or Modifications

- ☐ 19.1) Any additions or modifications to the requested features, functions, or AV Equipment of the proposed system as described in this Proposal will result in a change order.

20. Owner Furnished Equipment (OFE)

- ☐ 20.1) Due to many possible issues, including but not limited to equipment being beyond expected end-of-life, or having previously been damaged by normal wear and tear, hazardous environmental conditions, use in excess of OEM recommendation, alteration, user negligence, misuse, short- or long-term removal and/or storage, transportation from the original installation site, or any activity that would otherwise void the OEM warranty, OFE may not continue to function satisfactorily after being moved, modified, adjusted, or after existing inter-device connections have been added or removed.
- ☐ 20.2) Any OFE devices that VCS has specified to integrate into the system as described in this Proposal will not be guaranteed to retain any functionality after integration into the proposed system regardless of any initial functionality verification.
- ☐ 20.3) VCS can facilitate the replacement or repair of OFE devices upon discovery of malfunction for an additional cost through a change order.
- ☐ 20.4) Replacement of any malfunctioning OFE device that is designated for reuse in the system specified in this Proposal may add substantial time to the duration of the project and may delay project completion, in addition to an increase in total project cost to the Client, if that equipment is required for a complete and functional system. If that equipment is not required for a complete and functional system, VCS will inform the Client that the equipment can be removed from the system as originally designed, although removal of that equipment may reduce the available features or limit system function.
- ☐ 20.5) In addition to any OFE devices removed or uninstalled as part of the services specified in this Proposal, VCS may remove or uninstall additional OFE devices if those devices must be removed or uninstalled to allow for the installation of equipment as described in this Proposal. Functionality originally provided by removed or uninstalled equipment will not be retained unless that functionality is specifically stated as included in this Proposal.
- ☐ 20.6) VCS will return any removed or uninstalled OFE devices to the Client.
- ☐ 20.7) VCS can take any unused equipment and dispose of it for an additional cost through a change order if requested.

21. Severability

- ☐ 21.1) The Client is responsible for reading and understanding this Proposal. By returning a signed copy of this Proposal, the Client is stating that this Proposal has been read and understood in its entirety and that the Client accepts and agrees to the proposed system, features, functionality, and Client responsibilities stated herein, and that the Client understands any additions or changes to this system and/or the available features may result in an increase in cost. By signing this Proposal, the Client agrees that if any part of this Proposal is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- ☐ 21.2) Any responsibility of the Client listed in any section of this Proposal shall be considered valid regardless of an omission of that responsibility from any other section of this Proposal, including the "Client Responsibilities" section.
- ☐ 21.3) In the case of discrepancy between equipment, features, limitations, or services as described or listed in the Executive Summary section of and any other section of this Proposal, the section(s) other than the Executive Summary of this Proposal shall be deemed correct.

WARRANTY COVERAGE

Valley's Warranty

VCS warrants against defects in the workmanship provided by VCS as it pertains to the scope of work included in this Proposal. VCS will provide all necessary labor required to identify and repair or replace any defects in workmanship for the period of one year from the date of installation. This warranty does not cover damage or system malfunction caused by normal wear and tear, hazardous environmental conditions, use exceeding the equipment manufacturer's recommended limits, alteration of the system or any of its parts or interconnections, effects of peripheral devices connected to the system that were not a part of the original design and/or were not provided or installed by VCS, user negligence, misuse, or acts of God. Labor and repair related to identifying issues that are not covered by this warranty will be billable at current time and materials rate.

Manufacturer's Warranty

The manufacturer's warranty (begins when VCS orders the equipment) governs equipment repair or replacement. VCS facilitates repair or replacement of equipment covered by a manufacturer warranty for 30 days from the date of installation. After this 30-day period, VCS will facilitate repairs/replacements for the current time and material(s) rate, plus any applicable shipping cost(s). Any equipment repair or replacement not covered by a manufacturer's warranty will be billable as time and materials.

PROPOSAL VALIDITY

This Proposal is Valid for 60 Days
Expires on Feb 12, 2022

For correspondence, please refer to Proposal # V-44850-1

Please include a copy of this Proposal with your purchase order

This Proposal does not include the following:

- Taxes (if not listed in the Summary)
- Permits or Fees that may be required (if not shown in items list)

Visit Valley on LinkedIn
bit.ly/vcs-in

valleycommunications.com

Misc Notes

Bulk Cable Pricing - All bulk cable if included in this proposal is rounded off to the nearest whole penny, both when calculating the unit price and the extended price, this can lead to small discrepancies between the two reported prices in our reports. The extended price is the more accurate price and the cost used in the final calculation of the project total.

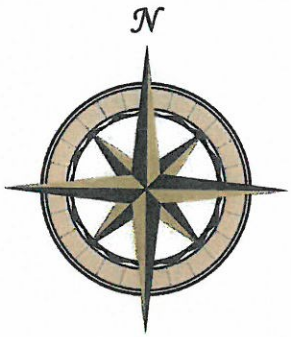
Northeast Alarms

John Perry Electric
111 Knox Street
Rumford, ME 04276

Estimate

Date	Estimate #
12/7/2021	139

Name / Address
Rumford Police Department River Street Rumford, Maine 04276



Phone #
207-364-3694

E-mail
nealarms@yahoo.com

Description	Total
TO INSTALL 16 LINES OF CAT5e CABLE TO USE FOR NEW CAMERAS. LOCATION ARE LISTED ON THE SCHEDULE OF CAMERAS. RUN WIRES IN A NEAT AND PROFESSIONAL WAY CONCEALING AS MUCH AS POSSIBLE. USE SOME EXISTING CONDUIT. USE WIREMOLD IN FINISHED AREAS. PURCHASE RED CABLE AT $150.00/1000FT BOX THIS ESTIMATE IS NOT A FIXED PRICE -TIME AND MATERIALS 15HOURS AT $70.00/HR $1050.00 WIRE $150.00 WIRE MOLD/EXTRA $ 50.00 ---------- TOTAL $1250.00	1,250.00

Thank you for your business.

Total $1,250.00

ENE SYSTEMS OF NEW HAMPSHIRE

REDUCING THE OPERATING AND ENERGY COSTS OF YOUR FACILITY

RFP for Upgraded Security Camera System

Proposal # 6830-2-0

Proposal Issued: 12/9/2021
Proposal Valid To: 1/31/2022

Proposal for:
Rumford Police Department
Chief Tony L. Milligan
Police Chief
150 River Street
Rumford, ME 04276

Prepared by:
Chris Ragoza
Account Executive
(781) 774-0456
cragoza@enesystems.com

MA License: 1548C S-License: SS-002099 RI License: 4983TSC

REDUCING OPERATING & ENERGY COSTS OF YOUR FACILITY

ENE SYSTEMS OF NEW HAMPSHIRE

REDUCING THE OPERATING AND ENERGY COSTS OF YOUR FACILITY

IMPROVING THE SAFETY, SECURITY & COMFORT

Proposal # 6830-2-0

December 9, 2021

Chief Tony L. Milligan
Rumford Police Department
150 River Street
Rumford, ME 04276

RE: RFP for Upgraded Security Camera System

Dear Chief Tony L. Milligan,

I want to personally thank you for considering ENE Systems for this project and providing us with the opportunity to present this proposal addressing your electronic needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and, in the years, ahead.

We feel strongly that the choice of equipment along with proper engineering and technical support has consistently provided the best solution for our customer's security needs. Our recommendations are accompanied by ENE Systems' reputation as New England's leading security solutions integrator which we have earned by offering the highest level of quality craftsmanship and attention to detail that is unparalleled.

Our guiding principle has always been to be customer- focused service-based company, supported by dedicated professionals who strive to make a difference delivering the best possible solution.

The following security proposal is specifically designed to meet your needs. If you have any questions during your review process, please feel free to contact me. Thank you again for considering ENE Systems as your partner for your electronic needs.

Sincerely,

Chris Ragoza

Account Executive
P: (781) 774-0456 M: (781) 774-0456
cragoza@enesystems.com

Proposal # 6830-2-0

Client Information

Customer Name: Rumford Police Department

Site:
Rumford Police Department
150 River Street
Rumford, ME 04276

Billing:
Rumford Police Department
150 River Street
Rumford, ME 04276

Contact:
Chief Tony L. Milligan
(207) 364-3449
chief@rumfordpd.com

Scope of Work

- Supply and install 15 cameras per the list below.
- Supply and install 2 conner mounts (one for each of the outdoor fisheye cameras)?
- Supply 15 three-year camera licenses
- Supply and install 15 RJ45 connectors on the camera end of the customer provided Cat6 cable
- Punch down the switch end of the customer supplied Cat6 cable into available customer supplied patch panel?
- Install customer provided patch cables?
- Set up the cloud portal and program all 15 cameras
- Adjust focus and camera positioning per customer request
- Training for Authorized users

Customer to provide:

Cat6 cable from Camera location to switch location with a 10-foot service loop at each end and label each cable according.

Customer to provide internet connected network switches with 15 available PoE ports, patch cables and patch panels.

Camera Number	Location	Type Camera
1	River St. sidewalk and alley at bldg corner (360°)	Outdoor Fisheye (1)
2	CID & Chief's offices entrance	Indoor Dome (1)
3	1st floor hallway	Indoor Dome (1)
4	2nd floor hallway (outside courtroom facing towards Congress St)	Indoor Dome (1)
5	2nd floor hallway (top of stairs facing towards courtroom)	Indoor Dome (1)
6	2nd floor hallway (facing Congress St/Town Offices area)	Indoor Dome (1)
7	Alley/cruiser parking area on corner by Court private entrance (360°)	Outdoor Fisheye (1)
8	Police Dept - cell	Indoor Dome (1)
9	Police Dept - holding area / fingerprinting	Indoor Dome (1)
10	Police Dept - Booking Room	Indoor Dome (1)
11	Police Dept - Evidence Room	Indoor Dome (1)
12	Police Dept - Intoxilyzer Room	Indoor Dome (1)
13	Police Dept - Interview Room	Indoor Dome (1)
14	Police Dept - Temp Evidence Storage Area	Indoor Dome (1)
15	Police Dept - Prisoner Entrance/Hallway off alley	Indoor Dome (1)

REDUCING OPERATING & ENERGY COSTS OF YOUR FACILITY

ENE SYSTEMS OF NEW HAMPSHIRE

IMPROVING THE SAFETY, SECURITY & COMFORT

Proposal # 6830-2-0

Equipment List

QTY	Manufacture	Part #	Description
2	Verkada	ACC-MNT-10	Verkada Corner Mount
13	Verkada	CD41-30-HW	Verkada CD41 Indoor Dome Camera, 5MP, Fixed Lens, 30 Days of Storage
2	Verkada	CF81-30E-HW	Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 30 Days of Storage
15	Verkada	LIC-3Y	Camera Lic
1	ENE Systems	Miscellaneous Part	Miscellaneous parts, connectors and cable

Total Equipment	**$18,892.00**
Total Labor	**$7,060.00**
Total Freight & Warranty	**$812.00**
Total Proposal Amount	**$26,764.00**

Acceptance of Quote / Proposal

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Terms & Conditions

Version 1.00 October 2017

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of ENE SYSTEMS Inc.("ENE ") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of ENE. The parties agree to be bound by the following terms and conditions.

Section 1. **Quotations & Acceptance:** Buyer may accept the quotation by signing and returning a copy to ENE or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, ENE hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by ENE in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. ENE assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, ENE assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.

Section 2. **Pricing & Payment**: The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on ENE 's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide ENE a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
If Customer is overdue in any payment, ENE shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse ENE costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.
ENE reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, ENE may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect ENE 's security interest in the goods. At ENE 's request, Buyer will execute any necessary instrument to perfect ENE 's security interest. A 3% processing fee will be assessed to any credit card payment.
Annual contract agreements automatically renew after the first year and may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.

Section 3. **Access and Overtime:** This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 3:30 p.m., Monday through Friday, excluding ENE 's holidays). If Buyer requests ENE to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If ENE 's work is to be performed on the project site, Buyer will afford unrestricted access to ENE and its employees and agents to all work areas.

Section 4. **Damage or Loss to Equipment:** In the case of equipment not to be installed by or under supervision of ENE, ENE shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of ENE , ENE shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by ENE , any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of ENE , Buyer agrees to promptly pay or reimburse ENE an amount equal to the damage or loss which ENE incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

Section 5. **Delays:** Buyer shall prepare all work areas so as to be acceptable for ENE 's work required hereunder. Buyer acknowledges that the contract sum is based upon ENE being able to perform the work in an orderly and sequential manner, as ENE so determines. If ENE 's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to ENE for all increased costs and damages which ENE incurs as a result thereof. Furthermore, if ENE is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond ENE 's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

Section 6. **Warranty & Coverage**. Warranty for new equipment ENE Systems provides the following warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):
a. That Work performed under this Agreement will be of good quality;
b. That all equipment will be new unless otherwise required or permitted by this Agreement;
c. That the Work will be free from defects not inherent in the quality required or permitted;
d. That the Work will conform to the requirements of this Agreement.
The Customer's sole remedy for any breach of this warranty is that ENE shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided ENE is notified in writing of any defect within the Warranty Period. Any equipment or products installed by ENE in the course of performing the work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which ENE hereby assigns to Customer without recourse to ENE. Upon request of Customer, ENE will use all reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect

caused by abuse, modifications not executed by ENE, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
Equipment Coverage in the event ENE Systems, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Systems, Inc., the customer shall reimburse ENE Systems, Inc. for reasonable expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Systems, Inc., at its discretion, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Systems, Inc. will assist the owner in replacing the equipment at an additional cost

Section 7. **Limitation of Liability:**
In no event will ENE 's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL ENE BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF ENE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8. **Laws and Permits:** ENE shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

Section 9. **Disputes:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights ENE may have under construction mechanic or materialmen lien laws. ENE shall have the right to suspend affected services pending resolution of disputes.

Section 10. **Insurance:** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than $1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by ENE for insurance afforded by others.

Section 11. **Clean Up:** ENE agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge ENE for any costs or expenses for clean up or otherwise without prior written notice and ENE 's written consent.

Section 12 **Changes:** Move Add Change Delete (MACD) - If the system or software is modified, changed or altered, or if any equipment is added or removed within the premises or to other premises, ENE Systems, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.