

VILLAGE OF BROCKPORT

"To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."

VILLAGE BOARD - MEETING AGENDA

Monday, June 6, 2016 7:00pm

Location: Village Hall conference room

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
- **OATH OF OFFICE:** (ceremonial) none
- **CERTIFICATES & PROCLAMATIONS:** none
- **PUBLIC HEARINGS:** none
 - Note: Proposed Local Law – adding a Parks chapter to the Brockport Village Code – public hearing of 12/21/15 carries over to a future meeting – date to be determined
- **GUESTS:**
 - Pat O'Brien, Emily L. Knapp Museum Board Chair
 - E.L.K. Museum mid-year summary 2016 – presentation of report dated 5/25/16
 - Request for funding – use of Shafer Trust monies for restoration of Golden Eagles
 - Benjamin Woelk -Slow Roads Consulting –presentation –Small Town Takeover–event promoting Villages
- **PUBLIC COMMENT:** 5 minute limit per person / state name & address for record & speak directly to entire Board / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)
- **CONSENSUS ITEMS:**
 - Approval of minutes – 5/16/16
 - Approval of bills to be paid
- **CLERK REPORT:**
 - Clerk – Leslie Ann Morelli
 - UNYMWCP (Workers Comp) – special distribution received 5/19/16
 - 5/24/16 dissolution referendum results for inclusion in minutes
 - 6/1/16-10/31/16 Village tax collection
 - 6/1/16-5/31/17 Village Hall closed schedule (previously approved)
 - 6/21/16 Village election notice
 - Recommend closing Village Hall to business/employees at 11am when Village election
- **PERSONNEL ITEMS:**
 - Potential Board/Committee vacancies notice
 - Welcome Center – accept drops/adds to greeter roster
 - Hire to fill remaining DPW Seasonal (Summer) Laborer vacancies
- **OLD or NEW BUSINESS:**
 - Establishment of Tax Relief Tax Force
 - Monroe County Sales Tax Distribution for 1st quarter 2016
 - Monroe County – west side municipalities–household hazardous waste collection 6/18/16 by appointment
 - Authorize key fob system for Village Hall, Police Department, DPW–on NYS contract & included in budget
 - RFP responses received by 6/3/16 deadline – ESCO selection by 6/10/16
 - Authorize McQuaid Jesuit Row for Hope for 6/24/16 camp overnight in Harvester Park
 - Consider cancelling 6/27 Village Board work session
- **VILLAGE BOARD REPORTS:** (Trustees listed in alphabetical order by last name)
 - Mayor Margaret B. Blackman
 -
 - Trustee/Deputy Mayor William G. Andrews
 -
 - Trustee Annette M. Crane
 -
 - Trustee Katherine J. Kristansen
 -
 - Trustee John D. LaPierre
 -
- **EXECUTIVE SESSION** (if needed)
- **ADJOURNMENT**
 - **Upcoming through July:**
 - ❖ ? Village Hall offices close: at 11am Tuesday, 6/21 (to accommodate Village election)
 - ❖ Village Election – 3 Trustee Seats: polls open Noon-9pm Tuesday, 6/21
 - ❖ ? Village Board work session: 7pm Monday, 6/27
 - ❖ Village Hall closed for holiday: Monday, 7/4 & Tuesday, 7/5
 - ❖ Village Board meeting (w/ organizational component): 7pm Monday, 7/18 (w/ Attorney & Treasurer & Department Heads)
 - ❖ Village Board work session: 7pm Monday, 7/25

GUIDELINES FOR PUBLIC COMMENT:

The public shall be allowed to speak only during the public comment period of the meeting or at such time as recognized by the presiding officer.

- Speakers must be visible.
- Speakers must give their name, address and organization, if any.
- Speakers must be recognized by the presiding officer.
- Speakers must limit their remarks to (5) five minutes on a given topic or extended if recognized by the presiding officer.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks shall be addressed to the Board as a body and not to any member thereof.
- Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- Interested parties or their representatives may address the Board by written communications in the event of creating a hardship to attend the meeting personally.

Emily L Knapp Museum Mid Year Summary 2016

Reported by Pat O'Brien on behalf of the Board Members and Volunteers

May 25, 2016

Board Members

- Allan Berry (Secretary), Sarah Cedeno Village Historian, Sarah Hefner, Pam Ketchum (Vice Chair), Norman Knapp, Pat O'Brien (Chair), Karen Owen, Mark Rice
- Nonvoting members: Neil Keating (College Faculty), Bill Andrews (Village Liaison), Sue Savard (Director of Volunteers)

Volunteers

- Marilyn Brown, Doug Bull, Leslie Bull, Dan Burns, Ann Butler, Debra Cody, Pat Coon, Henry Dilger, Marion Dilger, Marie Drennen, Ann Frey, Norm Frisch, Scott Gulliford, Roberta Hasek, Christine Hunt, Alicia Kerfoot, Linda MacLennan, Christine Maxwell, Skip Perry, Andrea Perry, Sue Savard (Director of Volunteers), Shirley Schuff, Rosemary Smith, Kimberly Taylor, Anita Wicks
 - ✓ 24 volunteers
 - ✓ 5,000 volunteer hours

Visitors

- Number of visitors– 6/1/15 to 4/15/16 - 515
- Number of attendees for Special Black History Month event – 170

Virtual Visitors (Blog and Facebook)

- Blog – 42,000
- Facebook – 10,000

Lifestyles

14



General Susan S. Clark, the Village of Brockport, and the Village of Brockport's English professor, the more interested event attendees at the Emily L. Krapp Museum.

Brockport celebrates Black History Month

An evening of presentations dedicated to honor Fannie Barrier Williams and William Page

By Peggy Johnson
Special to the Times

A series of events were held over a number of days last week. The celebration in Cooper Hall's New York Room Friday, Feb. 5, in celebration of the lives of two prominent African-American women, Fannie Barrier Williams and William Page.

The event was sponsored by both The Village of Brockport and the Village of Brockport and the Village of Brockport. Mayor Marge Marston, commencing the evening with a prayer and the reading of the opening prayer and their shared heritage.

Those opening the Emily L. Krapp Museum were the Rev. Dr. James H. Williams, who read at 49 Stone Street in Brockport, N.Y. Brockport's past, were also present. Both Williams and Page were prominent figures in the African-American community in Brockport and served as the main attraction of the evening and were speakers at an immediately diverse community the Brockport to recognize that the African-American community in Brockport and Brockport is a part of the African-American community in Brockport.

Fem the

By Peggy Johnson
Special to the Times

While she was on the Brockport scene in a year ago, she was a prominent figure in the Brockport community. She was a prominent figure in the Brockport community. She was a prominent figure in the Brockport community.

Williams and Page were prominent figures in the African-American community in Brockport and served as the main attraction of the evening and were speakers at an immediately diverse community the Brockport to recognize that the African-American community in Brockport and Brockport is a part of the African-American community in Brockport.

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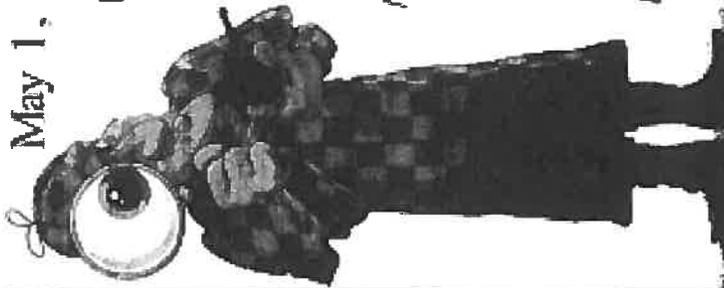
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BE A HISTORIAN FOR AN AFTERNOON

Visit the Emily L. Knapp Museum
of Local History
49 State Street, Brockport

May 1, 2016 from 2-4



Have fun being a sleuth
as you wander from
room to room.

Each of the 11 rooms
will contain one item
for visitors to identify
and one item that
is out of place or
does not belong in
the time period.

Stop on your discovery
journey in the
Canal Room for free
Lemonade and cookies!

- Adopt a Picture Program –pictures have been adopted and restored
 - ✓ 60 pictures adopted 6/1/15 to 5/5/16
 - ✓ Personal donations – \$1,890
 - ✓ Rochester Community Foundation Grant - \$ 1,000
- Environmental Monitoring
 - ✓ Data loggers installed to collect temp and RH every 15 secs to define condition set prior to developing specifications for heating and cooling
- Deaccessioning
 - ✓ Sold duplicative items and transferred several objects to other more appropriate museums
- Book Case Fabrication - completed
- Map Restorations – in progress
 - ✓ 3 maps (cemetery map 1894, town of Sweden 1861 and 1860)
- Enhancing Exhibit Esthetics
 - ✓ Antique Parlor light installed in the Parlor
 - ✓ Painted 2nd floor Canal Room
 - ✓ Painted Dentist office
 - ✓ Painted Children's room
 - ✓ Old carpet removed and floors painted
 - ✓ Picture rail molding installed in 3rd floor War Room
 - ✓ Painted of 3rd Floor War Room
 - ✓ Painted stairs from 2nd to 3rd Floor
 - ✓ New signs made and hung over doors to each exhibit area

Third Floor demonstrates closer conditions to outside environment as expected

Colder conditions are better for the collection

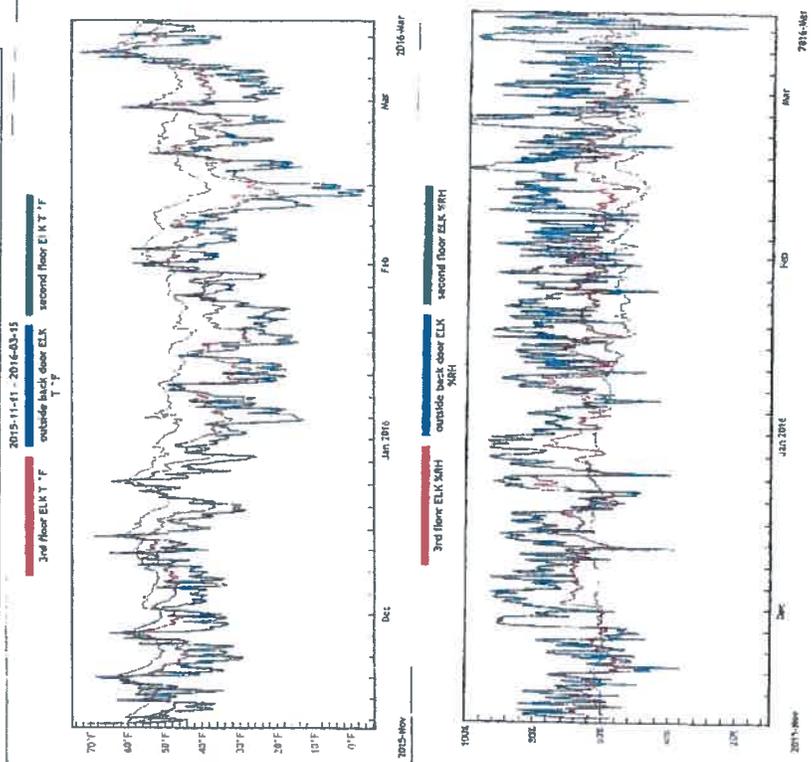
Corrosion risk is an issue on both floors

Challenge will be warm weather

Monitoring will continue until Nov 2016

3rd floor ELK		Preservation Medium		Data Overview	
Material Aging	CO2	TVPI	LT	Start	2015-11-11
Moisture	CO2	MP	SLR	End	2016-03-15
Metal Corrosion	REL	NSIC Max	SLR	TV Max	44.2
Mechanical Damage	REL	NSIC Min	SLR	NSI Min	43
		SDC Max	0.2	DP T Max	22.4
outside back door ELK					
Risk Summary		Preservation Medium		Data Overview	
Material Aging	CO2	TVPI	LT	Start	2015-11-11
Moisture	CO2	MP	SLR	End	2016-03-15
Metal Corrosion	REL	NSIC Max	SLR	TV Max	36.5
Mechanical Damage	REL	NSIC Min	SLR	NSI Min	70
		SDC Max <td>0.3</td> <th>DP T Max</th> <th>28.7</th>	0.3	DP T Max	28.7

2nd floor ELK		Preservation Medium		Data Overview	
Material Aging	CO2	TVPI	LT	Start	2015-11-11
Moisture	CO2	MP	SLR	End	2016-03-15
Metal Corrosion	REL	NSIC Max	SLR	TV Max	36.5
Mechanical Damage	REL	NSIC Min	SLR	NSI Min	70
		SDC Max <td>0.3</td> <th>DP T Max</th> <th>28.7</th>	0.3	DP T Max	28.7
outside back door ELK					
Risk Summary		Preservation Medium		Data Overview	
Material Aging	CO2	TVPI	LT	Start	2015-11-11
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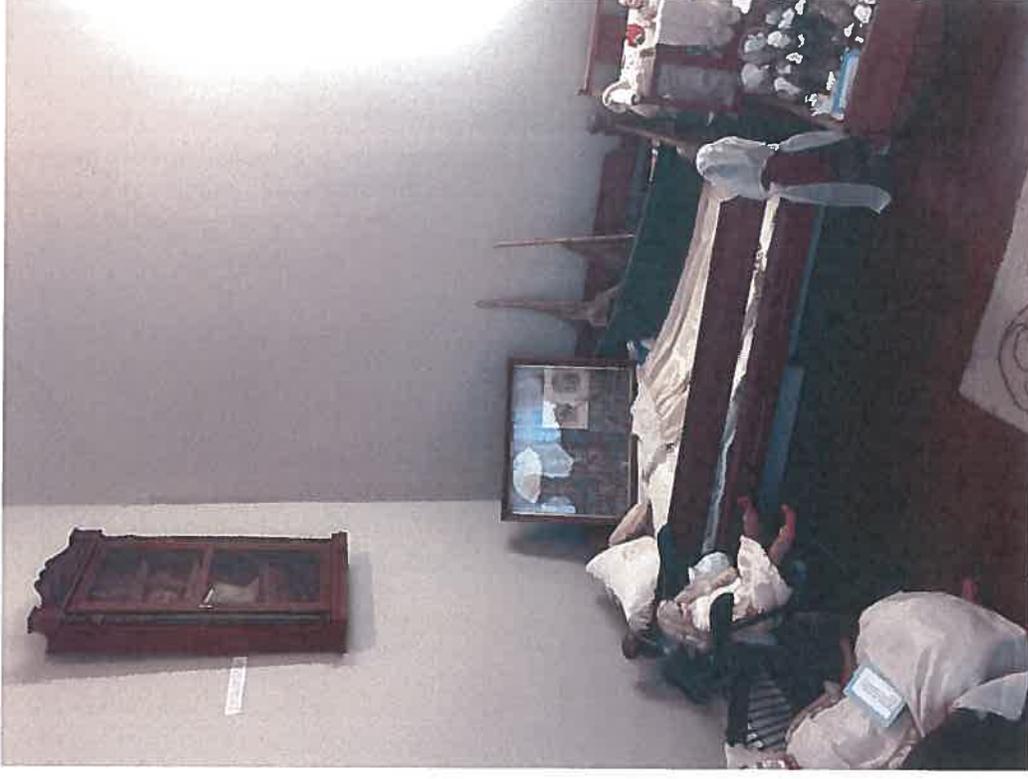


Project List

- Complete data logger assessment of environmental conditions and develop specifications for environmental conservation of the collection – in progress
- Obtain funding for development of drawings and specifications for handicap accessibility – in progress; unsuccessful so far
- Obtain funding for conservation of the Golden Eagles- in progress; unsuccessful so far
- Finalize program for visits by Primary School Students – in progress; contact initiated with Barclay School Principal with goal to build into plans for 2016/2017 school year
- **Develop and deliver special event for Black History Month- Complete**
- Develop process and schedule for accessioning of the entire collection- in progress
- **Repair flooring in the “Dentist’s Office” (3rd Floor)**
- **Remove carpeting and clean up “flooring”**
- **Paint Canal Room, Children’s Room, Dentist Office; Mary Jane Holmes Room, and Kitchen – to be completed Fall 2016**



**Canal Room Painting and Wall
Repair**



**Painting and Reorganization of
Collection in the Children's Room**



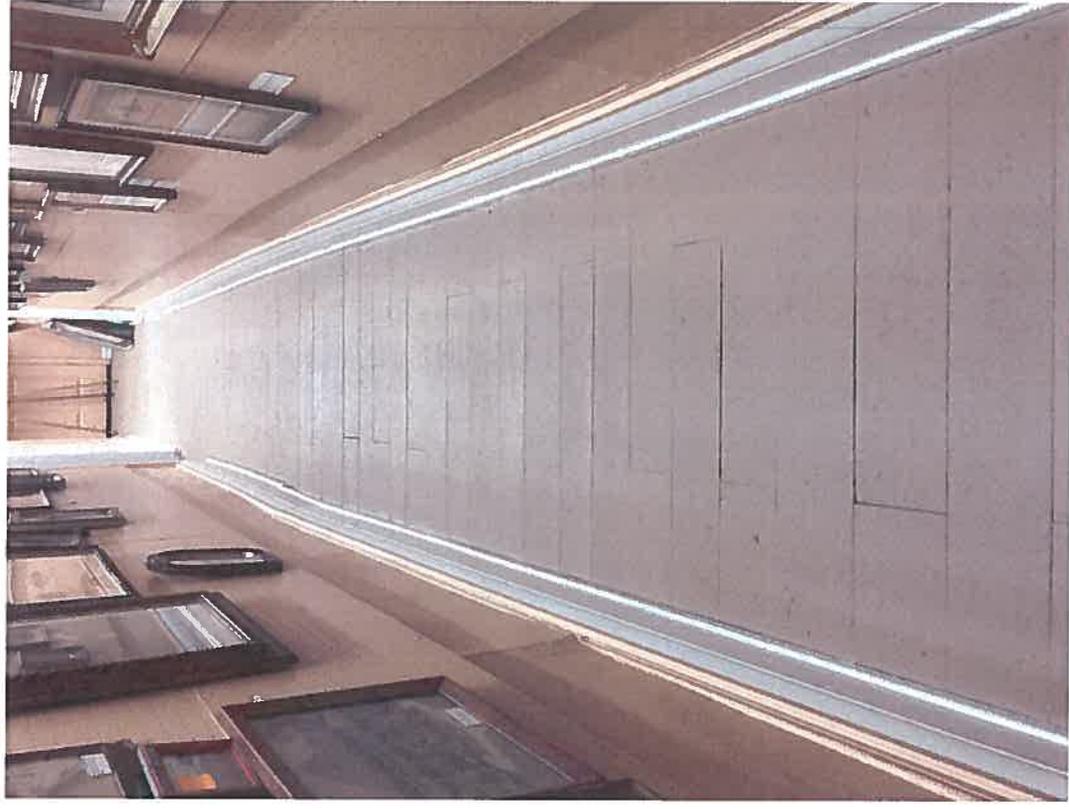
**Parlor light retrieved from storage
and installed**



**Room signs provided by
SUNY Brockport Student**



**Painting and Floor Repair in the
Dentist's Office**



**Example of Floor Painting
following removal of rugs**



**Example of clothing restoration
and recognition of origin as GAR
(Civil War)**



**Painting and Installation of
Picture Rails for Photo Display**



**Construction and Installation of new
bookcase**

Financial information from the General Ledger

General Expenses	\$	Source of Funding	\$
Cleaning	160.00	Handicap Accessibility Grant	3,000.00
Paint	570.90	Shafer Trust	3,799.58
Office and Archival Supplies	493.99		
Environmental Monitoring Data Loggers	1,166.45		
Special Event Publicity (Westside News)	196.00		
Misc (book case, picture molding, hardware, paint brushes, rollers etc)	712.24		
Bero Architecture (Handicap Accessibility Study)	3,500.00		
Total	6,799.58	Total	6,799.58

Adopt a Picture Program Expense	\$	Source of Funding	\$
Frameworkright Conservator	2,970.00	Personal Donations	1,890.00
		Rochester Community Foundation Grant	1,000.00
		ELK Deaccession Sales	670.00
Total	2,970.00	Total	3,560.00

Balance to apply to adopt a pic 590.00

Attendance	YTD
Museum Visitors/Special Events	214
Social Media (Virtual Attendance)	
Blog	2,833
Facebook	1,800
Total	4,847

Shafer Trust per Dan Hendricks

There are two accounts, one held by the Village of Brockport which consists of the balance accumulated by the Village for quarterly distribution payments from JP Morgan.

These payments are deposited into the Village's Savings Account, the quarterly amount received is distributed equally between the Seymour Library and the Village Museum.

The current balance of that account is \$50,443.58, the Library Balance is \$1,271.15, the Museum Balance is \$49,172.43.

The Village Board has previously approved a request for \$6,375.00 from the Shafer Trust Account, for map restoration. This has not been deducted from the account balance, as the maps have not yet been restored.

The other account held by JP Morgan, is the Vivian Shafer Trust, the current balance is \$606,189.41. From this account we receive the quarterly distribution payments.

I have attached the most recent letter dated April 5, 2016, from JP Morgan which states that the Village share of the distribution is 14.29%.

We will receive a quarterly payment of \$541.40 which will be shared 50/50 (\$270.70 each) between the Library and Museum.

The most recent payments from the Trust Account were \$537.57 received on June 18, 2015, \$537.57 received on September 21, 2015, \$537.57 received on December 21, 2015, and \$537.57 received on March 23, 2016.

These amounts were split 50/50 between the Library and Museum.

I have been advised by JP Morgan in previous conversations that the principal balance of \$606,189.41 cannot be withdrawn by anyone.



Emily L. Knapp Museum
49 State Street, Brockport N.Y. 14420

Request for Funding

Project – Restoration of Golden Eagles

Background – Last spring, we hosted a special visit for a group of individuals who were attending an event in Clarendon to honor Carl Akeley (a very famous taxidermist who was born in Clarendon and learned taxidermy from David Bruce in Brockport). The group included Stephen Quinn from the American Museum of Natural History and George Dante who is a nationally recognized expert in wildlife preservations. Imagine our surprise when we learned that two “birds” which are part of our collection are actually priceless Golden Eagles. We knew that the mascot of the College at Brockport is the Golden Eagle. What we did not know at the time is that these eagles are held sacred by many Native American tribes. Warriors were not allowed to use weapons when capturing them for their feathers. One of the eagles in our display contains a small rabbit. This may be a depiction of the most common method which was used to capture them. A trap was laid with an earth colored tarp covering a pit in which the warrior crouched. A rabbit was placed on the top of the tarp to attract the eagle. When the eagle lands, the warrior grabs the bird to pluck its feathers. The eagles in our collection are in need of preservation to reverse the effects of years of degradation due to a slight crack in their display cases.

Justification – Over the past year, members of the Emily Knapp Museum have attempted to secure funding from multiple sources. These include grants, BISCO, SUNY Brockport Alumni Association, SUNY Brockport Athletic Association, and SUNY Brockport Graduation Class of 2016. The eagles continue to degrade. During the May meeting, the board approved a motion to request funding from the Shafer Trust for restoration of one of the Golden Eagles. We will continue to pursue funding for the restoration of the second eagle. Dr. Neil Keating who is our liaison from the College at Brockport has agreed to develop a “holistic” proposal for funding from The College at Brockport. This is expected to include multiple departments at the College.

Funding Requested – Restoration detail is included in the attached proposal from Mr. George Dante. We have determined that given the age of the eagles we are exempt from the requirement requiring a “certified eagle transporter”. We therefore are requesting \$ 5000 from the Shafer Trust to fund the restoration. (4,430 for Mr. Dante’s work as well as up to \$ 500 to cover gasoline, food and lodging for an individual to take the eagle to and from Mr. Dante’s studio in New Jersey.

ELK Board Approval Pat O'Brien 5/25/16



W I L D L I F E P R E S E R V A T I O N S

Natural History Exhibit Services

George A. Dante, Jr.

P: 973-890-1516

E: wpstudio@optonline.net

192 Lackawanna Avenue, Unit 104

Woodland Park, NJ 07424

www.wildlifepreservations.com

To:
Sue Savard
Phone: 585-637-2317
Email: ssavard@rochester.rr.com

July 21, 2015

Re: Golden Eagle Restorations

Object

Two (2) Golden Eagle conventional taxidermy pieces circa late 1800's-early 1900's. Closed wing sitting, in Victorian style glass and wood cases which includes foreground materials. One specimen is grasping a dead mount of a rabbit or hare.

Materials

Excelsior, glass, wood, steel, paint, natural plant material, feathers, skin.

Existing condition report and treatment proposal

None formal. Specimen and cases appear to be in good condition however it has been noted that they have not been kept in a climate controlled environment and there may be signs of previous infestations.

Documentation

None

Proposed options for treatment

Photo document both before and after treatment. Clean specimens including all foreground material, glass and wood case. Re-color faded feathers using the same materials and processes developed at the American Museum of Natural History for re-coloring birds during the NAMH Project. Polish the glass eyes, re-build all soft tissue around eyes, mouth and feet. Re-color all soft tissue including the beak. Re-color any faded foreground material.

Factors influencing treatment

Since we have not been able to physically inspect the piece, we have no way of knowing the extent of the damage aside from what is visible in the images provided.

Anticipated results of treatment

The physical and aesthetic integrity of the object will be greatly improved overall, however, care should be taken to limit light exposure (fading), dust accumulation and cleaning, and accidental physical damage.

Pickup and delivery

WP will send an employee to the museum to wrap the pieces, secure them in a vehicle and transport back to studio for treatment. Once complete, the specimens will be returned in the same manner. Distance is 352 miles one way + 12 hours travel time. Rental van, one night in hotel and two days per diem.

Costs:

Eagle 1 Estimated cost: \$3,840.00

Eagle 2 (with rabbit) Estimated cost: \$4,436.00

Pickup and delivery: \$3,694.00

Please feel free to contact me at any time with questions or concerns.

Thank you,
George

**Village of Brockport
49 State Street
Brockport, NY 14420**

**(585) 637-5300 X12
(585) 637-1045 fax
lmorelli@
brockportny.org
www.brockportny.org**

Memo

To: Village Board
Village Treasurer

From: Leslie Ann Morelli, Village Clerk

Date: May 24, 2016

Re: UNYMWCP - Workers Comp



Good news again! Dan Hendricks and Harry Donahue attended the 5/19/16 UNYMWCP meeting/lunch/golf outing and received a special distribution of operating funds for the 2015 plan year in the amount of \$18,417. At that same meeting, the Village was presented with a plaque – a safety award for no lost time in the 2015 plan year.

This is on top of the check received last month for our surplus refund / deficit repayment calculation as of 12/31/15 which resulted in a refund of \$82,357.

This totals \$100,774. As previously discussed, our Workers Comp Reserve is in good shape. Therefore, the funds have been deposited to the General Fund as unanticipated revenue. This will be mentioned at the next Village Board meeting.

UNYMWCP - Special Refund (IMA Section 16i)

For Program Year 2015

Distribution by Member of 15% of Surplus: \$ 376,362 (adjusted for rounding)

Eligible Member	2015 Payroll	2015 Contribution*	Non-Payroll Portion	Non-Payroll factor (D/C)	Adj. Payroll (BxE)	% of Eligible Grp.	Distr. Amount	Deduct Deficit Payment	Refund Amount
Brockport	\$ 2,593,560	\$ 121,072	\$ -	1.00	\$ 2,593,560	4.9%	\$ 18,417		\$ 18,417
Chili	\$ 4,670,380	\$ 360,247	\$ 122,038	1.34	\$ 6,252,527	11.8%	\$ 44,399		\$ 44,399
East Rochester	\$ 3,343,358	\$ 217,976	\$ 54,956	1.25	\$ 4,186,284	7.9%	\$ 29,727		\$ 29,727
Elma	\$ 1,995,041	\$ 195,359	\$ 93,500	1.48	\$ 2,949,880	5.6%	\$ 20,947		\$ 20,947
Fairport	\$ 5,387,575	\$ 333,981	\$ 122,037	1.37	\$ 7,356,200	13.9%	\$ 52,236		\$ 52,236
Gates	\$ 7,489,585	\$ 242,341	\$ -	1.00	\$ 7,489,585	14.1%	\$ 53,183		\$ 53,183
Gates VA	\$ 1,600,000	\$ 144,983	\$ 10,823	1.07	\$ 1,719,440	3.2%	\$ 12,210		\$ 12,210
Grand Island	\$ 5,262,663	\$ 324,562	\$ 122,038	1.38	\$ 7,241,468	13.7%	\$ 51,422		\$ 51,422
Hamlin	\$ 1,335,554	\$ 74,758	\$ -	1.00	\$ 1,335,554	2.5%	\$ 9,484	8,604	\$ 880
Hilton	\$ 1,131,381	\$ 97,928	\$ -	1.00	\$ 1,131,381	2.1%	\$ 8,034		\$ 8,034
Hilton-Parma	\$ 83,283	\$ 125,708	\$ 122,038	1.97	\$ 164,135	0.3%	\$ 1,166		\$ 1,166
Honeoye Falls	\$ 862,560	\$ 86,080	\$ 39,701	1.46	\$ 1,260,382	2.4%	\$ 8,950		\$ 8,950
Marilla	\$ 632,356	\$ 93,208	\$ 42,761	1.46	\$ 922,462	1.7%	\$ 6,550		\$ 6,550
Ogden	\$ 4,145,166	\$ 229,994	\$ -	1.00	\$ 4,145,166	7.8%	\$ 29,435		\$ 29,435
Parma	\$ 1,986,510	\$ 101,798	\$ -	1.00	\$ 1,986,510	3.7%	\$ 14,106		\$ 14,106
Scottsville	\$ 389,019	\$ 65,060	\$ 33,606	1.52	\$ 589,962	1.1%	\$ 4,189		\$ 4,189
Sweden	\$ 1,676,860	\$ 99,634	\$ -	1.00	\$ 1,676,860	3.2%	\$ 11,907		\$ 11,907
Totals:					\$ 53,001,356	100%	\$ 376,362	8,604	\$ 367,758

*Based on manual rate contribution, prior to discounts, exp.mod., NY Assess., etc.



5/24/16 SPECIAL ELECTION RESULTS:

SHALL THE
VILLAGE OF BROCKPORT BE DISSOLVED?

Tally of 3 machines & 75 absentee ballots:

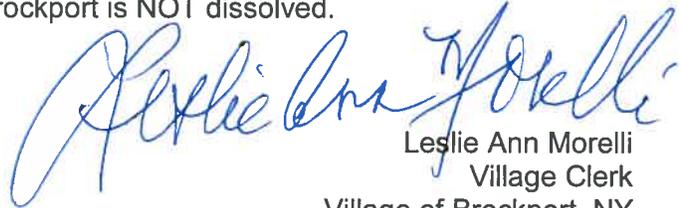
632 YES
817 NO
= 1,449 votes cast of 2,644 registered voters

Plus 28 affidavit ballots researched by Monroe County Board of Elections 5/25/16 –
determined that 11 are able to be counted

8 YES
3 NO

FINAL TOTAL:
640 YES
820 NO
= 1,460 votes

The Village of Brockport is NOT dissolved.



Leslie Ann Morelli
Village Clerk
Village of Brockport, NY

for inclusion in the 6/6/16 Village Board meeting minutes



**VILLAGE OF BROCKPORT
TAXPAYERS NOTICE OF COLLECTION**

The Tax Roll and Warrant for the collection of Village Taxes for fiscal year
June 1, 2016 - May 31, 2017 have been filed in the Village Clerk's Office.

TAX BILLS WERE MAILED ON MAY 31, 2016.

**To help us improve efficiency, please use the return addressed envelopes
included with the bills.**

Check or money order for the exact amount should be made payable to the Village of Brockport
and mailed or deposited into the drop box at the driveway entrance to Village Hall
with payment stub to:

Village of Brockport
Attn: Tax Receiver
49 State Street
Brockport, NY 14420

OR

Payment may be made in person to Village Hall 49 State Street Brockport, NY 14420
Monday through Friday 9am-4pm except holidays.

PAYMENT OPTIONS

- 1) Payment is due in full by July 1, 2016 without penalty

Late penalties:

July 2nd - 31st = 5%

August 1st - 31st = 6%

September 1st - 30th = 7%

October 1st - 31st = 8%

November 1st - Village taxes remaining unpaid will be turned over to Monroe County to re-levy
onto the January 2017 County/Town tax bill with additional penalties.

OR

- 2) Payment may be made in 2 equal installments:

MUST make 1st installment by July 1, 2016 without penalty

Then make 2nd installment due by August 1, 2016 without penalty

Late penalties:

August 2nd - 31st = 6%

September 1st - 30th = 7%

October 1st - 31st = 8%

November 1st - Village taxes remaining unpaid will be turned over to Monroe County to re-levy
onto the January 2017 County/Town tax bill with additional penalties.

**IF YOUR TAXES ARE NOT ESCROWED IN YOUR MORTGAGE, AND YOU DO NOT
RECEIVE A VILLAGE TAX BILL WITHIN THE FIRST WEEK OF JUNE, PLEASE CALL
VILLAGE HALL AT 637-5300 X12.**

Leslie Ann Morelli
Brockport Village Clerk / Tax Receiver

For publication in Suburban News & posting on Village website & at Village Hall.

PROPERTY TAXES
Within the Village of Brockport
Sample – June 2016

JANUARY **Town of Sweden / County of Monroe**
Brockport Fire District

JUNE **Village of Brockport**

SEPTEMBER **Brockport Central School District**

Tax Rates:

June 2016
Village **11.87**

January 2016
Town **2.44**
County **9.23**
County Services **1.27**
 12.94
Fire **1.22**
 14.16

September 2015
School **24.78**

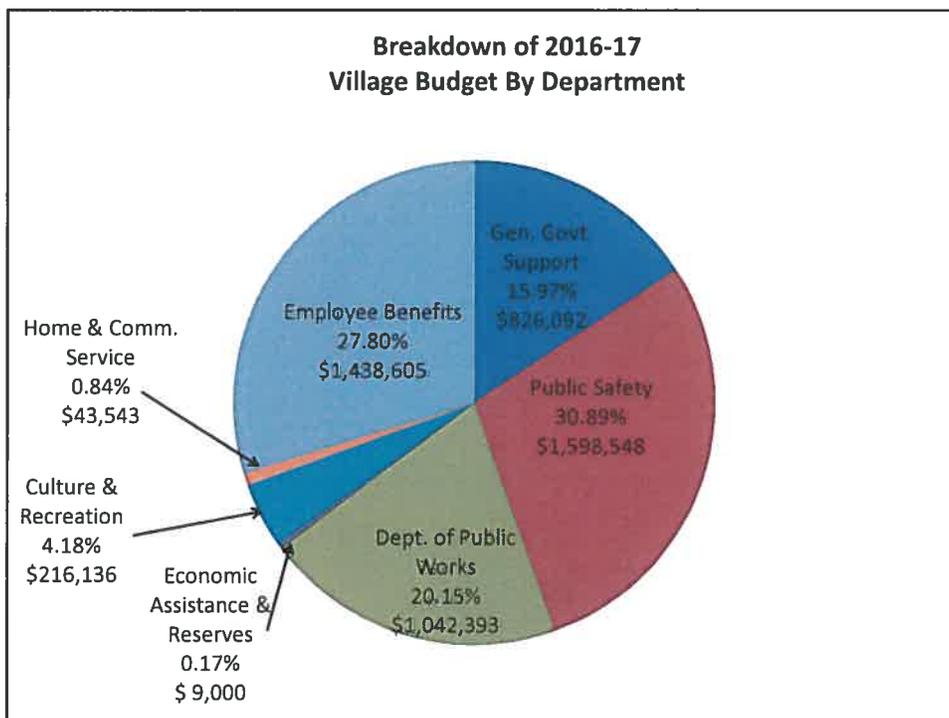
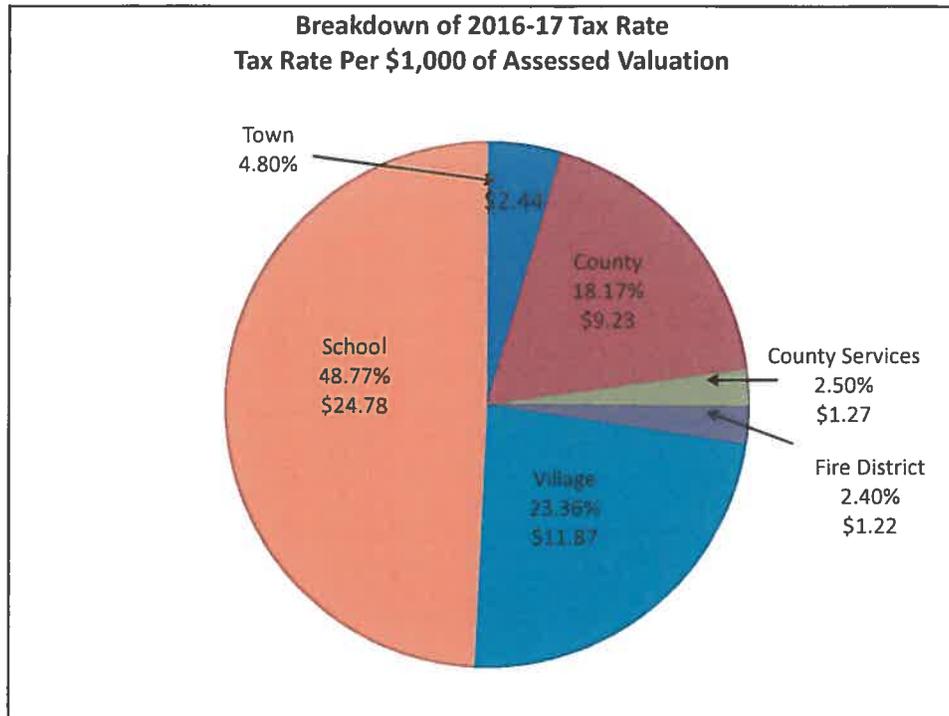
= **\$50.81/1,000 of assessed value**

Example:

If your home's assessed value is \$100,000

Village:	11.87 x 100,000 =	\$1,187
Town/County:	12.94 x 100,000 =	\$1,294
Fire:	1.22 x 100,000 =	\$ 122
School:	24.78 x 100,000 =	<u>\$2,478</u>
Total annual property taxes would be:		<u>\$5,081</u>

Contact Town Assessor at 637-8683 to apply for possible tax exemptions:
i.e. STAR, senior citizens, veterans, disability, clergy, single & 2-family home improvements, non-residential conversion to mixed-use, etc...



**BROCKPORT VILLAGE HALL
WILL BE CLOSED
the following 15 days
fiscal year June 1, 2016 – May 31, 2017**

<u>HOLIDAY</u>	<u>OBSERVED ON</u>
Independence Day: Floater:	Monday, July 4, 2016 Tuesday, July 5, 2016

Floater: Labor Day:	Friday, September 2, 2016 Monday, September 5, 2016

Columbus Day:	Monday, October 10, 2016

Veterans Day:	Friday, November 11, 2016

Thanksgiving Day: Day after Thanksgiving:	Thursday, November 24, 2016 Friday, November 25, 2016

Christmas Day:	Monday, December 26, 2016

New Year's Day:	Monday, January 2, 2017

Martin Luther King Day:	Monday, January 16, 2017

Presidents Day:	Monday, February 20, 2017

Good Friday:	Friday, April 14, 2017

Floater: Memorial Day:	Friday, May 26, 2017 Monday, May 29, 2017

Leslie Ann Morelli
Village Clerk
Village of Brockport

For publication in Suburban News and posting on Village website and at Village Hall.



VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420
Telephone (585) 637-5300 · Fax (585) 637-1045
Website: www.brockportny.org

*The Victorian Village on the Erie Canal
Preserve America Community
Listed on the State and National Registers of Historic Places
Certified Local Government
Tree City USA Community
Erie Canalway Heritage Award of Excellence
Climate Smart Community*

LEGAL NOTICE TO THE ELECTORS OF THE VILLAGE OF BROCKPORT, NEW YORK ELECTION

NOTICE IS HEREBY GIVEN THAT AN ELECTION IN AND FOR THE VILLAGE OF BROCKPORT, COUNTY OF MONROE, STATE OF NEW YORK WILL BE HELD ON **TUESDAY, JUNE 21, 2016** AT BROCKPORT VILLAGE HALL, 49 STATE STREET, BROCKPORT, NEW YORK 14420. **THE POLLS WILL BE OPENED AT 12:00 NOON AND CLOSED AT 9:00PM.**

- The following officers are to be chosen:
Two (2) Trustees for 4 year terms to 6/30/20
One (1) Trustee for a one year term to 6/30/17

LIST OF NOMINATIONS

The following is a list of nominations filed in the office of Monroe County Board of Elections of the candidates for the office to be filled at the Election in and for the Village of Brockport on Tuesday, June 21, 2016:

TRUSTEE— each for a 4-year term to 6/30/20 (vote for two)

<u>Party</u>	<u>Name</u>	<u>Address</u>
• Residents for a Better Community	Sarah Hart	89 Adams Street
• Residents for a Better Community	Lyle Stirk	134 State Street
• Revitalize Brockport	William G. Andrews	46 College Street
• Revitalize Brockport	John D. LaPierre	45 College Street

TRUSTEE – for a term to 6/30/17 (vote for one)

<u>Party</u>	<u>Name</u>	<u>Address</u>
• Residents for a Better Community	Tim Barry	2 Cailyn Way
• Revitalize Brockport	Annie Crane	33 Adams Street

QUALIFICATIONS OF VOTERS

- A Citizen of the United States.
- Eighteen (18) years of age or older.
- Resident of the Village of Brockport thirty (30) days preceding this General Election.

REGISTRATION OF VOTERS

- Your name must appear on the Monroe County Register for the Village of Brockport to be eligible to vote.
- In accordance with Section 15-118 (2) of the New York State Election Law, the voter must be registered with the Monroe County Board of Elections at least ten (10) days prior to the date of the Village General Election. The registration deadline for the above election date is: Friday, June 10, 2016. There will not be a voter registration day in the Village.
- Application for absentee ballots may be obtained at the Monroe County Board of Elections 39 West Main Street Rochester, NY 14614 or by calling (585) 753-1550 or downloading from www.monroecounty.gov. Application for absentee ballot must be filed with Monroe County Board of Elections no later than Tuesday, June 14, 2016.

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: 6/3/16
For publication in Suburban News & posting on Village website & at Village Hall

Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Annette M. Crane, Katherine J. Kristansen, John D. LaPierre



VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420
Telephone (585) 637-5300 · Fax (585) 637-1045
Website: www.brockportny.org

*The Victorian Village on the Erie Canal
Preserve America Community
Listed on the State and National Registers of Historic Places
Certified Local Government
Tree City USA Community
Erie Canalway Heritage Award of Excellence
Climate Smart Community*

VILLAGE OF BROCKPORT BOARD / COMMITTEE OPPORTUNITIES

Potential Board/Committee vacancies open to Village residents:

- Planning Board
Meets 2nd Monday 7pm (only upon application)
- Zoning Board of Appeals
Meets 1st Thursday 7pm (only upon application)
- Historic Preservation Board
Meets 3rd Thursday 7:15pm
- Tree Board
Meets 3rd Tuesday 7pm September-May
- Emily L. Knapp Museum Board
Meets 4th Thursday 9:30am
- Ethics Board
Meets only as needed (very rare)
- Code Review Committee
Meets 4th Monday 6pm
- Parks Committee
Meets 2nd Monday 7pm (at Seymour Library)

Dated: 6/6/16

Deadline: 7/6/16

A position interest form can be submitted from the Village website: www.brockportny.org
or obtained at Village Hall, completed and turned in to:
Leslie Ann Morelli, Village Clerk
Village of Brockport 49 State Street Brockport, NY 14420
Monday thru Friday 8:30am to 4:30pm
or lmorelli@brockportny.org

Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Annette M. Crane, Katherine J. Kristansen, John D. LaPierre

LETTER RE DISSOLUTION VOTE AND TASK FORCE

For a second time, on May 24th Village voters made it clear—56 to 44%—that they want to keep their Village and their Village services. We believe that the majority of Brockport voters made the right decision, but we acknowledge that 600+ villagers did not agree with the majority. To those who voted YES, we hear your discontent about Village taxes.

Three factors primarily affect Brockport's tax rate: low assessments compared to other communities, stagnant AIM funding, and tax exempt property. Brockport receives only \$110,000 in state funding to municipalities (AIM), which has not changed in 8 years. 65% of Village property is tax exempt (primarily the college at Brockport); were the college taxed, our village tax rate would drop from \$11.87/1000 to \$4.29/1000.

The most potentially promising tax relief will come with passage of the SUNY Impact Aid Assistance Act in the 2017-18 state budget. This legislation would provide direct ongoing tax relief to municipalities with a 4-year SUNY college to offset the services they offer to their SUNY institutions. The Village Board is working with the New York Conference of Mayors, State Legislators, and SUNY municipalities to secure passage of this act. Another route to tax relief, as we've previously noted, is non-taxpayer revenue, which we have aggressively pursued (grants, solar municipal power, street light buyback).

But there is more we can do, and there are more voices that we can, and need to, bring to the table. To this end, we are establishing a Tax Relief Task Force that will look at creative options for Village tax relief, such as partnerships and shared services along with cost cutting measures. The Task Force will be comprised of representatives from the Village Board and invited business and community members. More information on the establishment of this Task Force will be forthcoming.

We look forward to working with the Brockport community for the tax relief we all want and need.

BROCKPORT VILLAGE BOARD

Mayor Margay Blackman
Deputy Mayor Bill Andrews
Trustee Annie Crane
Trustee Kathy Kristansen
Trustee John LaPierre



Office of the Controller
Monroe County, New York

Cheryl Dinolfo
County Executive

Anthony Feroce
Controller

May 16, 2016

The Honorable Margaret Blackman, Mayor
Village of Brockport
49 State Street
Brockport, NY 14420

Subject: Monroe County Sales Tax Distribution for First Quarter 2016

Dear Ms. Blackman:

Your village's share of the First Quarter 2016 sales tax receipts is \$398,315.99. This compares to \$380,567.28 distributed for the same quarter in 2015.

A copy of this letter, along with a check representing your village's distribution, has been sent to your Village Treasurer.

Please note, if the New York State Taxation and Finance Department, through its auditing process, uncovers any discrepancies with this quarter's reported amount, the figures may be adjusted thereby affecting future quarterly reporting periods.

If you have any questions, feel free to contact me at (585) 753-1157.

Sincerely,

Anthony Feroce
Controller

xc: Village Treasurer, Village of Brockport

MAY 18 2016

MONROE COUNTY, WESTSIDE TOWNS TO HOST HOUSEHOLD HAZARDOUS WASTE COLLECTION

Monroe County Department of Environmental Services (DES) and the towns of Hamlin, Ogden, Clarkson, Sweden, and Parma, and the villages of Hilton, Brockport and Spencerport will partner to hold an **appointment-only** Household Hazardous Waste (HHW) collection at the Hilton Highway Garage, 50 Henry Street, on **Saturday, June 18, 2016 from 7:45 a.m. to 12 noon.**

Most HHW (paint, flammables and other chemicals from home-use) is safe when used and stored properly. When they become unwanted and are disposed of improperly, these household wastes can become environmental hazards.

To ensure safety and reduce waiting times, appointments are required at all HHW collections throughout the year. Appointments for this HHW collection can be made until June 17th.

To schedule an appointment call;

- 617-6161 if you are an Ogden or Spencerport resident.
- 392-9464 if you are a Parma or Hilton resident.
- 964-2421 if you are a Hamlin or Clarkson resident.
- 637-2144 if you are a Sweden or Brockport resident.

or go on-line to <http://www.monroecounty.gov/hhw> to schedule your appointment. This collection is open to all Monroe County residents. **Waste from businesses will not be accepted.**

Up to 30 gallons of the following materials will be accepted per appointment at no charge:

- Oil-based & Latex Paint (for ¹/₃-gallon or less of **latex** paint: discard lid, add kitty litter, let dry, place can in trash)
- Wood Stain & Preservatives
- Automotive Fluids (antifreeze; brake, power steering and transmission fluids)
- Pesticides & Fertilizers
- Flammable Products (gasoline, kerosene, thinners, strippers, solvents)
- Household Cleaners (liquid soaps & waxes, drain cleaners, etc.)
- Driveway Sealer
- Pool & Photo Chemicals
- Rechargeable (Ni-Cad) & Button Batteries
- Mercury (thermometers, thermostats)
- Syringes/Sharps (safely packaged)

Do Not Bring: used motor oil & vehicle batteries (contact service station or retailer); Pharmaceutical Wastes, Propane tanks (permanent HHW facility only), cans with dried paint (if it rattles when shaken – remove lid and place in trash); empty containers (trash or recycle); everyday alkaline batteries (trash); glazing/spackle & joint compounds (trash).

If residents are unable to take advantage of this one day HHW collection, the County offers other collections throughout the year. For more information, or for business waste disposal options, go on-line at www.monroecounty.gov/ecopark



90 Goodway Dr
ROCHESTER, NY 14623-0000
(585) 475 1060
FAX: (585) 475 1898
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Village Of Brockport
49 State St
BROCKPORT, NY 14420-1922

Site: Brockport Police Access Contro
Project: Brockport Server&Config
Customer Reference:
SimplexGrinnell Reference: 153418303
Proposal #: P31143-001390
Date: 01/22/2016
Page 1 of 5

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	Server&Config	
	Kantech Server	
1	INTEVO-ADV-3TB	INTEVO ADVANCED MODEL W/3TB HD
1	ADLCD17GB	17in LCD, DVI, VGA
	Technical Services - Server&Config	
	TECH LAB	TECHNICAL SERVICE

Total net selling price, FOB shipping point, \$4,689.19

This pricing is based on NYS Contract:
Security Systems and Solutions
Lot 3: Product, Installation, Integration, and Maintenance
Group No: 77201
Award No: 20191
SimplexGrinnell Contract No
Revision No: 11
No: PT63104 (Replaces PC61068)

http://www.ogs.ny.gov/purchase/prices/7720120191PL_SimplexGrinnell.pdf

Local Contact Information:

Joe Shembeda
JShembeda@SimplexGrinnell.com
(585) 202-3627 - Cell
(585) 288-2532 - Fax

SimplexGrinnell's Scope of Work:

This quote is for a Kantech Intevo server to be installed at the Brockport DPW.
Brockport to provide IP drop and 120VAC outlet at the location of the server.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Brockport Server&Config
Customer Reference:
SimplexGrinnell Reference: 153418303
Date: 01/22/2016
Page 2 of 5

SimplexGrinnell Quotation

Initial configuration of the server includes programming and training for the four doors of access control at the Police Department.

Brockport responsible for all network configurations for both the PD and DPW for connection and communication to the controller and the clients.

Websserver to be enabled and configured for use of Entrapass Web for system administration.

This quote includes two hours of operator training.

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

SALE AND INSTALLATION AGREEMENT
(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



Project: Brockport Server&Config
 Customer Reference:
 SimplexGrinnell Reference: 153418303
 Date: 01/22/2016
 Page 5 of 5

SALE AND INSTALLATION AGREEMENT
 (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388. AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

Offered By: SimplexGrinnell LP License#: 12000306875 90 Goodway Dr ROCHESTER, NY 14623-0000 Telephone: (585) 475 1060 Fax: (585) 288-2532 Representative: Joe Shembeda Email: Jshembeda@simplexgrinnell.com	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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90 Goodway Dr
 ROCHESTER, NY 14623-0000
 (585) 475 1060
 FAX: (585) 475 1898
 www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
 Village Of Brockport
 49 State St
 BROCKPORT, NY 14420-1922

Site: Brockport Police Access Contro
 Project: Brockport Police Access Contro
 Customer Reference: Brockport Police Access Contro
 SimplexGrinnell Reference: 153418303
 Proposal #: P31143-001241
 Date: 01/22/2016
 Page 1 of 5

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	PD Access Control	
		Access Control
1	EK-400	EKPANSION KIT KT-400 NO RDR
3	P325XSF	IOPROX READER XSF BL
2	P225XSF	IOPROX READER XSF BL
100	P40KEY	IOPROX KEY TAG
1	ISN-CTC75-W	CNTCT 3/4W/TERMCNCT-10P
2	DPAC	0162 SURFACE MOUNT RIM STRIKE
1	DPIM	INSTALLATION MATERIALS
	Technical Services - PD Access Control	
	TECH LAB	TECHNICAL SERVICE
	Electrical Contractor	
		Electrical Contractor
	DPINSTAL	SUB INSTALL LABOR

Total net selling price, FOB shipping point, \$6,018.00

This pricing is based on NYS Contract:
Security Systems and Solutions
Lot 3: Product, Installation, Integration, and Maintenance
Group No: 77201
Award No: 20191
SimplexGrinnell Contract No
Revision No: 11
 No: PT63104 (Replaces PC61068)

http://www.ogs.ny.gov/purchase/prices/7720120191PL_SimplexGrinnell.pdf

Local Contact Information:

Joe Shembeda
 JShembeda@SimplexGrinnell.com

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
 Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America



Project: Brockport Police Access Contro
Customer Reference: Brockport Police Access Contro
SimplexGrinnell Reference: 153418303
Date: 01/22/2016
Page 2 of 5

SimplexGrinnell Quotation

(585) 202-3627 - Cell
(585) 288-2532 - Fax

SimplexGrinnell's Scope of Work:

This quote is for the installation of access control at the Brockport Police Department

This quote does NOT include a server, software or system configuration.

This quote includes one KT-400 four door controller to be wall mounted in the server closet.

Brockport to provide IP drop at the location of the controller.

Four doors of access control to be installed.

The main entrance and officer entrance have existing crash bars and surface mount rim strikes are to be installed.

The interior lobby and processing room doors have existing door strikes with remote release buttons.

Remote release buttons to remain in service.

Readers and door contacts to be installed at each door.

Mullion readers to be used for the two exterior perimeter doors and wall mount single gang readers to be installed on the two interior doors. The processing room to have a reader installed on each side for read-in/read-out operation.

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

SALE AND INSTALLATION AGREEMENT
(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



SALE AND INSTALLATION AGREEMENT
 (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

Offered By: SimplexGrinnell LP License#: 12000306875 90 Goodway Dr ROCHESTER, NY 14623-0000 Telephone: (585) 475 1060 Fax: (585) 288-2532 Representative: <u>Joe Shembeda</u> Email: <u>Jshembeda@simplexgrinnell.com</u>	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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