

**AGENDA – TOWN BOARD MEETING**  
**March 24, 2022**  
**7:15pm**

**PUBLIC HEARING- INTRODUCTORY LOCAL LAW NO. 3 OF 2022**

**REGULAR MEETING:**

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

**ACCEPTANCE OF MINUTES**

**1. Regular Meeting- March 10, 2022**

**CORRESPONDENCE:**

**CONNIE SARDO – Secretary, Planning Board. Email dated March 1, 2022 regarding an email sent from Robert Fink in regards to the Gables Subdivision Letters of Credits and Bonds.**

**CHRISTINE SEMPRIVIVO- Resident, Greenwood Lake. Letter to dated March 7, 2022 to the Town Board regarding Assessment Practices.**

**JAN DEARING – Member, Committee for Humane Geese Control Program. Letter dated March 8, 2022 requesting approval to continue the Dog Walking Harassment of Canadian Geese Program from April 1, 2022 to November 30, 2022.**

**LAWRENCE MORAN – Member, Board of Assessment Review. Letter to the Town dated March 14, 2022 regarding his notification of resignation.**

**NEIL WINTER – Orange & Rockland. Email to the Clerk dated March 15, 2022 regarding High level Credit timeline. As the Covid Pandemic subsides, the New York State restrictions on credit and collection activities including a moratorium on locking unpaid accounts has been lifted. In preparation for the roll back of these restrictions, O&R has worked feverishly to make contact with those customers in arrears through bill messages, telephone calls, e-mails and visits to their homes in an effort to secure a payment arrangement. On or about March 16, 2022, O&R will resume credit and collection activities up to and including locking of residential accounts. As is required, they will follow the normal credit and collection activities.**

**ROBERT W. FINK – Attorney at Law, Goshen, New York. Letter to the Town Board dated March 16, 2022 regarding The Gables at Warwick Inc. 4 Lot Subdivision Assignment of Site Inspection Fees and Substitution of Bank Checks for Letters of Credit.**

**DEIDRE ELLIS – Clerk’s Office, Township of West Milford. Email dated March 17, 2022 to the Clerk regarding Ordinance 2022-007 and 2022-012.**

**CONNIE SARDO - Secretary, Town of Warwick Planning Board. Letter dated March 17, 2022 to the Town Board regarding the Planning Board’s Positive Recommendation to the Town Board for Proposed Introductory Local Law No. 3 of 2022.**

**BENJAMIN ASTORINO – Chairman, Town of Warwick Planning Board. Letter dated March 16, 2022 to the Town Board regarding the Proposed Introductory Local Law No.3 of 2022 Planning Board Comments on Proposed Zoning Amendments.**

**THOMAS F. MCGOVERN – Chief of Police, Town of Warwick. Letter dated March 21, 2022 to the Town Board regarding follow-up notice from November 14, 2021 regarding intent to resign as the Police Chief.**

**ELIZABETH KNIGHT – Repair Café. Email dated March 20, 2022 regarding the March 19<sup>th</sup> Repair Café. Volunteers helped 83 repair-seekers. The coaches worked on 150 items - They were unable to fix 22 items. Reasons include “Needs specific parts, battery, motor that we don’t have and/or are so old that they’re no longer available.”**

**MARLENE PORTNOY – Co-founder/Executive Director, The Desmoid Research Foundation. Email to the Town Supervisor dated March 21, 2022 requesting to lower speed limit on Long Meadow Rd. in Warwick.**

**MARIE CORLETT- General Manager, Warwick Valley Telephone. Letter to the Town Board received March 21, 2022 by Town Clerk regarding Ariel cable construction. Service for AED at Pine Island Town Park.**

**JERRY DASTON – President, Hunter Elevator Co., Inc. Letter dated February 15, 2022 to the Town regarding contract renewal for elevator at Town Hall.**

**JERRY CASESA – HV REALTY SERVICES, INC. – Letter dated March 10, 2022 regarding Kutz Camp cost proposal for Construction Management Services for needed repairs and capital improvements.**

**THOMAS F. MCGOVERN – Chief of Police, Town of Warwick. Letter dated March 21, 2022 to the Town Board requesting to fill a vacant full-time officer position.**

## **BOARD’S DISCUSSION ON CORRESPONDENCE**

## **VISITING ELECTED OFFICIALS**

## **REPORTS OF BOARDS AND COMMISSIONS**

## **COMMITTEE REPORTS**

## **DEPARTMENT OF PUBLIC WORKS REPORT**

<b>Culvert Pipes</b>	<b>Public Works Dr.</b>	<b>Replace 24" x 40' pipe</b>
<b>Catch Basins</b>	<b>Ridgeway Loop</b>	<b>Repair basin</b>
<b>Tree Work</b>	<b>Iron Mountain Rd.</b>	<b>Take down dead tree</b>
	<b>Nelson Rd.</b>	<b>Take down dead trees</b>
<b>Pot Holes</b>	<b>Town wide</b>	<b>Fill with cold mix</b>
<b>Vehicle Maint.</b>	<b>As needed</b>	
<b>Emerg. Repairs</b>	<b>As needed</b>	
<b>Road Signs</b>	<b>Town wide</b>	<b>Replace as needed</b>
<b>Mail Boxes</b>	<b>Town wide</b>	<b>Replace as needed</b>
<b>Haul Material</b>	<b>Stockpile</b>	<b>Haul sand/salt mix to Greenwood Lake</b>

### **PARKS DEPARTMENT**

<b>Union Corners Park</b>	<b>Open (Bathrooms open April 15<sup>th</sup>)</b>	<b>Town</b>
<b>Kutz Camp</b>	<b>Fishing Pond Open April 1<sup>st</sup> RESIDENTS ONLY</b>	<b>Town</b>
<b>Town of Warwick Dog Park</b>	<b>Open</b>	<b>Town</b>
<b>Airport Road Park</b>	<b>Open (Bathrooms open April 15<sup>th</sup>)</b>	<b>Town</b>
<b>Wickham Woodland Park</b>	<b>Open</b>	<b>Town</b>
<b>Wickham Passive Boat Launch</b>	<b>Open April 1<sup>st</sup> (Keys on sale in Clerk's office RESIDENTS ONLY</b>	<b>Town</b>
<b>Pine Island Park</b>	<b>Open (Bathrooms open April 15<sup>th</sup>)</b>	<b>Town</b>
<b>Thomas P. Morahan Waterfront Park</b>	<b>Open (No Swimming)</b>	<b>Village of GWL</b>
<b>Ben Winstanley Park</b>	<b>Open (Bathrooms open April 15<sup>th</sup>)</b>	<b>Village of GWL</b>
<b>Village of GWL Dog Park</b>	<b>Open</b>	<b>Village of GWL</b>

### **ENVIRONMENTAL CONSULTANTS REPORT**

### **COUNCILMAN DE ANGELO REPORT**

### **COUNCILMAN KOWAL REPORT**

### **COUNCILMAN GERSTNER REPORT**

### **COUNCILMAN SHUBACK REPORT**

### **ATTORNEY'S REPORT**

### **TOWN CLERK'S REPORT**

**\*Request for Proposal of Maintenance & Snow Removal of Kings Estates**

**1. Robert Howell Landscaping**  
**P.O. Box 673**  
**Florida, NY 10921**  
**845-651-0555**

**2. Elegant Landscaping & Lawn Care**  
**105 Glenmere Ave.**  
**Florida, NY 10921**  
**845-656-2933**

**Bid Proposal: \$23,400.00**

**Bid Proposal: \$20,250.00**

**\*Request for Proposal to repair Emergency Generator at Wickham Water District**

**1. GENTECH LTD  
3017 US RT 9W  
New Windsor, NY 12553  
845-568-0500  
Bid Proposal: \$1,843.97**

**2. Peak Power  
99 Sprague St.  
Middletown, NY 10940  
845- 344-1975  
Bid Proposal: \$2,500.00 (Verbal)**

**\*Request for Proposal to replace Town Hall Fire Alarm Central Panel**

**1. S.E.M. Security Systems Inc.  
P.O. Box 454  
Warwick, NY 10990  
845-986-0336  
Bid Proposal: \$9,920.00**

**2. N.A.S. Security Systems, Inc.  
13 Bedford Ave.  
Middletown, NY 10940  
845-342-4400  
Bid Proposal: \$13,695.00**

**\*Request for Proposal to monitor Town Hall Fire Alarm Central Panel**

**1. S.E.M. Security Systems Inc.  
P.O. Box 454  
Warwick, NY 10990  
845-986-0336  
Bid Proposal: \$780.00 p/y**

**2. N.A.S. Security Systems, Inc.  
13 Bedford Ave.  
Middletown, NY 10940  
845-342-4400  
Bid Proposal: \$1,200.00 p/y**

**\*Request for Proposal for Police Body Worn Camera Systems**

**1. Hudson Valley Computer Guys  
34 Knox Drive  
New Windsor, NY, 12553  
833- 263-2267  
Bid Proposal: \$35,944.00**

**2. Motorola Solutions, Inc.  
500 W Monroe Street, Ste. 4400  
Woodcliff Lake, NJ 07677  
201-949-5500  
Bid Proposal: \$99,260.00**

**3. Axon Enterprise, Inc.  
17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255  
800-978-2737  
Bid Proposal: \$145,167.48**

**SUPERVISORS REPORT**

- 1. Operation Clean Sweep-April 16<sup>th</sup>-23<sup>rd</sup>**
- 2. Arbor Day Foundation Recognition**
- 3. Free Soil?**
- 4. Climate Leadership Community Protection Act**
- 5. Warwick Prevention Coalition discussion of Cannabis, Alcohol and our youth.**



6. **Journal entries**
7. **Supervisors Corner – Published each week in the Warwick Dispatch, with excerpts printed in the Warwick Advertiser.**

## **PRIVILEGE OF THE FLOOR (AGENDA ITEMS)**

### **NEW BUSINESS:**

1. **RELEASE & REPLACE LETTER OF CREDIT TO CASH BOND – THE GABLES SUBDIVISION PERFORMANCE BOND**
2. **RELEASE & REPLACE LETTER OF CREDIT TO CASH BOND – THE GABLES SUBDIVISION LANDSCAPE BOND**
3. **AUTHORIZE SUPERVISOR TO SIGN AN ASSIGNMENT OF INSPECTION FEES- GABLES AT WARWICK INC.**
4. **APPROVE SPECIAL EVENT PERMIT – DROWNED LANDS 5K RUN**
5. **RE-APPROVE CANADIAN GEESE HARASSMENT PROGRAM**
6. **ACCEPT BID FOR CONTRACT OF KINGS ESTATES MAINTENANCE & SNOW REMOVAL**
7. **SCHEDULE PUBLIC HEARING – COMMUNITY DEVELOPMENT 2023 HUD GRANT PROJECT SOLICITATION**
8. **2023 HUD PROJECT - GOVERNING BODY FAIR HOUSING**
9. **ACCEPT RESIGNATION BOARD OF ASSESSMENT – LAWRENCE MORAN**
10. **PROCLAMATION - PREVENTION OF ANIMAL CRUELTY MONTH**
11. **APPOINT PART-TIME SEASONAL LABORER- MICHAEL GILMARTIN**
12. **ACCEPT RESIGNATION POLICE OFFICER – SCOTT R. DIGUILO**
13. **APPROVE SPECIAL EVENT PERMIT – WARWICK VALLEY HUMANE SOCIETY**
14. **REQUEST SPEED REDUCTION -OLD FORGE ROAD TO KINGS DRIVE**
15. **ACCEPT PROPOSAL TO INSTALL NEW POLE FOR PHONE SERVICE AT PINE ISLAND PARK**
16. **AUTHORIZATION TO ADD PARCELS TO THE COMMUNITY PRESERVATION PROJECT PLAN**
17. **AUTHORIZE SUPERVISOR TO SIGN AN INTERMUNICIPAL AGREEMENT – VILLAGE OF FLORIDA**
18. **SCHEDULE PUBLIC HEARING TO CONSIDER ACQUISITION OF REAL PROPERTY – SBL # 113-4-2.12, 2.22, 16, & 7.2 BORDERING GLENMERE LAKE APPROXIMATELY 95.77+/- ACES**
19. **ACCEPT RESIGNATION FOR RETIREMENT PURPOSES- CHIEF THOMAS MCGOVERN**
20. **ACCEPT PROPOSAL PRE-CONSTRUCTION REPAIRS – FORMER KUTZ CAMP**
21. **AUTHORIZE SUPERVISOR TO SIGN RENEWAL CONTRACT FOR MAINTENANCE OF TOWN HALL ELEVATOR – HUNTER ELEVATOR CO.**
22. **ACCEPT PROPOSAL FOR MAINTENANCE & SERVICE OF HVAC CONTRACT – ARMISTEAD MECHANICAL, INC. SERVICES**

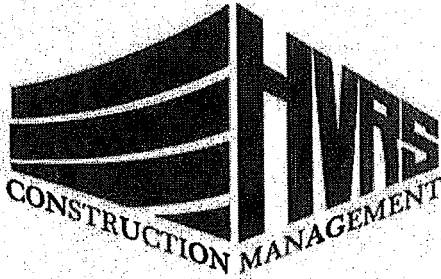
23. ACCEPT PROPOSAL TO REPLACE TOWN HALL FIRE ALARM CENTRAL PANEL – S.E.M. SECURITY
24. ACCEPT PROPOSAL TO MONITOR TOWN HALL FIRE ALARM CENTRAL PANEL - S.E.M. SECURITY
25. ACCEPT PROPOSAL TO REPAIR EMERGENCY GENERATOR AT WICKHAM WATER DISTRICT-GENTECH LTD
26. APPOINT FULL-TIME POLICE OFFICER- MARK N. TOOMA
27. ACCEPT PROPOSAL FOR POLICE BODY WORN CAMERA SYSTEMS

**BILLS:**

**PRIVILEGE OF THE FLOOR (GENERAL)**

**RECONVENE:**

**ADJOURN:**



# HV REALTY SERVICES, INC.

238 WATKINS AVENUE MIDDLETOWN, NY 10940  
845-342-5700 Jerry@HVRInc.com

March 10, 2022

Michael Sweeton, Town Supervisor  
Town of Warwick  
132 Kings Highway  
Warwick, NY 10990

RE: Kutz Camp

*pre-construction services*

Dear Mr. Sweeton,

Thank you for the opportunity to provide this cost proposal for Construction Management Services for the needed repairs and capital improvements at the Kutz Camp on Bowen Road in the Town of Warwick, NY.

We conducted a site visit on March 1, 2022 with representatives from the Town of Warwick where we reviewed the existing conditions and the requirements from the potential renter of the property.

HVRS has developed program outlined below for Construction Management Services based on the information provided.

## Improvements and Repairs

### Administrative Building

- Paint the existing offices
- Clean offices
- Clean carpeting
- Clean and Paint Restroom
- Replace Hot water heaters for commercial kitchen
- Replace boilers

### Infirmary

- Clean interior & Windows
- Paint exterior white

#### **Cabins**

- Clean interiors and windows
- Paint Exteriors white

#### **Arts Building**

- Excavate and expose foundation wall and haul out excess fill
- Install new footing drains
- Repair all cracks in the foundation walls
- Apply waterproofing to the exterior of the foundation wall
- Backfill foundation with well-draining soil or stone
- Adjust final grade to expose 8 inches of foundation wall and provide positive pitch away from the building.
- Connect all gutters to existing or replaced roof drains ran to daylight.

#### **Auditorium**

- Replace flooring in the Entry
- Replace ceiling tiles in the restrooms after the roof leaks are repaired.
- Repair sound booth floor and stairs
- Paint sound booth walls black

#### **Preconstruction Services**

- Establish Budgets for all work
- Determine which Items the Town or Renter will be paying for
- Draft Bid Documents
- Hold Pre-Bid meetings with potential bidders
- Provide Bid Leveling and Recommendations of Contract Awards
- Draft and execute Subcontractor Agreements
- Collect all Insurance certificates and W9 forms

#### **Construction Supervision Services**

- Assign a Project Manager to the site
- Develop schedules for construction
- Monitor construction progress and quality
- Collect and verify Prevailing wage reports
- Develop and monitor task and site specific safety procedures
- Approval all invoices for payment
- Prepare project close out and gather warranties.

HVRS anticipates that the Preconstruction Phase should last about 4 weeks with some portions of the work beginning within two weeks of acceptance of our proposal.

HVRS expects the Construction Phase to take up to 3 Months.

**FEE SCHEDULE**

**Preconstruction Services**

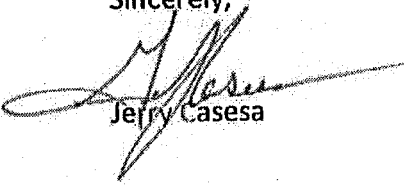
HVRS will charge a flat fee of \$7,500.00 for the Preconstruction portion of the project.

**Construction Supervision Services**

HVRS will charge a 12 Percent Fee on all work supervised

Thank you for the opportunity to provide this cost proposal. Please feel free to contact me if you have any questions.

Sincerely,



Jerry Casesa

3/4 - Left msg.  
for Jerry Daston.

✓ Spoke to Jerry.  
He'll email me  
w/ more details.

**HUNTER ELEVATOR CO., INC**

**P.O. Box 1126**

**Monroe, NY 10949**

**TEL (845) 783-2601**

**FAX (845) 928-7557**

**hunterelev@optimum.net**

February 15, 2022

Town of Warwick  
132 Kings Highway  
Warwick, NY 10990

To Whom it May Concern:

We would like to thank you for another successful year and we look forward to a growing business relationship with your company. Your existing elevator service contract price will increase to \$274.31. Unfortunately, this increase is due to the Consumer Price Index, labor and insurance and the new cost of doing business in the Covid arena. I am sending you page 5 of the contract, please fill it out and send it back so that we can update our files.

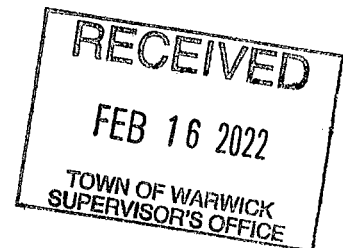
If you have any questions, please feel free to contact me. We look forward to providing service to your company in the future as we have in the past.

Sincerely,  
Hunter Elevator, Co., Inc



Jerry Daston  
President

JD/ms  
Enc. - Contract Page 5



**HUNTER ELEVATOR CO., INC**



**PROPOSAL FOR ELEVATOR SERVICE**

**PRICE**

The price for the service specified in this contract will be Two Hundred Seventy Four and 31 cents (\$274.31) per month for elevator service. Payable on receipt of invoice. The annual test per elevator will cost \$550.00 for Cat 1 test. The QEI inspector will contract you for his charges. A Cat 5 Test will vary with the capacity of elevator and location.

**TERMS**

The service specified in this contract will be effective on February 1, 2022 and will continue for a period of three years, and from year to year thereafter. Either party may terminate this agreement at the end of the term or at the end of any subsequent year by giving the other party sixty (60) days prior written notice.

At the termination of each one year period in which this agreement is in force, this price is to be subject to adjustment in accordance with Price Index of "Producer Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Labor Statistics for the month within each yearly adjustment date falls due and by the percentage of increase or decrease in the straight time hourly rate earned by elevator mechanics in the New York Metropolitan area.

Hunter Elevator Company, Inc. reserves the right to discontinue this contract at any time by notification in writing should invoices rendered for the maintenance or repair of the equipment described under the terms of this agreement not be paid within thirty (30) days form date of the invoices.

Both parties understand and agree that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the agreement for the service described in the proposal; that all other prior representations or agreements, written or verbal, are incorporated herein and that no other changes in or additional to it shall be recognized unless made in writing and signed by both parties, and that this agreement is not binding upon Hunter Elevator Company, Inc. until approved by one of its executive officers.

Respectfully submitted,

**ACCEPTANCE**

**HUNTER ELEVATOR CO., INC**

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

Firm Name: Town of Warwick

By: Jerry Daston, President

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

Print Name: \_\_\_\_\_

By: Jerry Daston

Title: \_\_\_\_\_

Authorized Signature

Tele: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

# TOWN OF WARWICK

132 KINGS HIGHWAY  
WARWICK, NEW YORK 10990

*Signed  
Contract  
Hunter Elevator*

*June 7      June 7  
2021 —      2024*

TELEPHONE (845) 986-1124  
TELEPHONE (845) 986-5000  
TAXES (845) 986-1125  
TELEPHONE (845) 986-3358  
X (845) 986-9908  
msweeton@townofwarwick.org  
clerk@townofwarwick.org

June 25, 2021

Mr. Jerry Daston, President  
Hunter Elevator Co., Inc.  
P. O. Box 1126  
Monroe, NY 10949

Dear Jerry,

Enclosed is page 5 of Hunter Elevator's contract with the Town of Warwick, signed by Mike Sweeton, Town Supervisor. Thank you.

Sincerely,



Rosemarie Bastanza  
Secretary to Michael P. Sweeton, Town Supervisor

rb  
enclosure



# HUNTER ELEVATOR CO., INC.

## PROPOSAL FOR ELEVATOR SERVICE

### PRICE

The price for the service specified in this contract for the Elevator: **Two Hundred & Thirty Eight.53 Dollars. ( \$ 238.53 ) per Month** for Elevator service, payable monthly on receipt of invoice. The annual test per elevator will cost \$ 600.00 for a Cat 1 test. The QEI inspector will contract you for his charges. A Cat 5 test will vary with the capacity of elevator and location.

### TERMS

The service specified in this contract will be effective on **June 7, 2021** and will continue for a period of **3 years**, and at the end of the year, we will renegotiate cost of living clause each year. Either party may terminate this agreement at the end of the Month or at the end of any subsequent year by giving the other party thirty (30) days prior written notice.

At the end of each one-year period in which this agreement is in force, this price is to be subject to adjustment in accordance with the Price Index of "Producer Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Labor Statistics for the month within each yearly adjustment date falls due and by the percentage of increase or decrease in the straight time hourly rate earned by elevator mechanics in the New York metropolitan area.

Hunter Elevator Company., Inc. reserves the right to discontinue this contract at any time by notification in writing should invoices rendered for the maintenance or repair of the equipment described under the terms of this agreement not be paid within Sixty (60) days from date of the invoices.

Both parties understand and agree that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the agreement for the service described in the proposal; that all other prior representations or agreements, written or verbal, are incorporated herein and that no other changes in or additional to it shall be recognized unless made in writing and signed by both parties, and that this agreement is not binding upon Hunter Elevator Co., Inc. until approved by one of its executive officers.

Respectfully submitted,

HUNTER ELEVATOR CO., INC.

By: Jerry Daston  
President

By: Jerry Daston  
Authorized Signature

ACCEPTANCE IN DUPLICATE

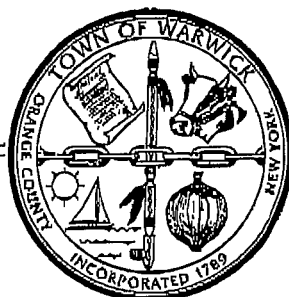
Date: June 7, 2021  
Firms name: TOWN OF WARWICK  
By: [Signature]  
Print Name Michael P. Sweet  
Title Supervisor  
Tel (845) 986-1120  
Fax (845) 986-9908  
E-Mail Townhall@TownofWarwick.org

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
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TRANSMISSION OK

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DESTINATION ID  
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RESULT OK

# TOWN OF WARWICK



132 KINGS HIGHWAY  
WARWICK, NEW YORK 10990

TOWN HALL TELEPHONE (845) 986-1124  
POLICE DEPT. TELEPHONE (845) 986-5000  
RECEIVER OF TAXES (845) 986-1125  
PUBLIC WORKS TELEPHONE (845) 986-3358  
TOWN HALL FAX (845) 986-9908  
SUPERVISOR msweaton@townofwarwick.org  
TOWN CLERK clerk@townofwarwick.org

## FAX TRANSMITTAL

FAX # 845-928-7557

TO: Hunter Elevator

ATTENTION: Jerry Daston

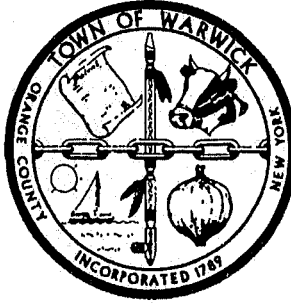
FROM: Rosemarie

DATE: 6/25/21

PAGES TO FOLLOW: 2

COMMENTS:  
See attached  
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# TOWN OF WARWICK



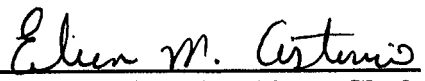
Eileen M. Astorino  
Town Clerk/Registrar  
132 Kings Highway  
Warwick, New York 10990-3152  
Tel: (845) 986-1124, ext. 246  
Fax: (845) 987-1499  
clerk@townofwarwick.org

Carolyn Purta, Deputy Town Clerk/Deputy Registrar  
Melissa Stevens, Deputy Town Clerk  
Tel: (845) 986-1124, ext. 244 or 245  
Fax: (845) 987-1499

I, EILEEN ASTORINO, Town Clerk of the Town of Warwick, in the County of Orange, State of New York HERE BY CERTIFY that the following resolution #R2021-188 AUTHORIZE SUPERVISOR TO SIGN AGREEMENT FOR TOWN HALL ELEVATOR MAINTENANCE was adopted at the regular meeting of the Town Board of the Town of Warwick duly called and held on Thursday, June 24, 2021 have been compared by me with the original minutes as officially recorded in the Town Clerk's Office in the Minute Book of the Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of Warwick this 25<sup>th</sup> day of June 2021.

SEAL

  
Eileen M. Astorino, Town Clerk

**#R2021-188 AUTHORIZE SUPERVISOR TO SIGN AGREEMENT FOR TOWN HALL ELEVATOR MAINTENANCE**

Motion Supervisor Sweeton, seconded Councilman Gerstner to adopt a resolution to authorize the Supervisor to sign an agreement with Hunter Elevator Co. Inc. for the maintenance and testing of the Town Hall Elevator at a cost not to exceed \$238.53 per month.

Motion carried (5 Ayes, 0 Nays) Supervisor Sweeton declared this resolution duly adopted.

# HUNTER ELEVATOR CO., INC.

## PROPOSAL FOR ELEVATOR SERVICE

### PRICE

The price for the service specified in this contract for the Elevator: **Two Hundred & Thirty Eight.53 Dollars. (\$ 238.53 ) per Month** for Elevator service, payable monthly on receipt of invoice. The annual test per elevator will cost \$ 600.00 for a Cat 1 test. The QEI inspector will contract you for his charges. A Cat 5 test will vary with the capacity of elevator and location.

### TERMS

The service specified in this contract will be effective on **June 7, 2021** and will continue for a period of **3 years**, and at the end of the year, we will renegotiate cost of living clause each year. Either party may terminate this agreement at the end of the Month or at the end of any subsequent year by giving the other party thirty (30) days prior written notice.

At the end of each one-year period in which this agreement is in force, this price is to be subject to adjustment in accordance with the Price Index of "Producer Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Labor Statistics for the month within each yearly adjustment date falls due and by the percentage of increase or decrease in the straight time hourly rate earned by elevator mechanics in the New York metropolitan area.

Hunter Elevator Company., Inc. reserves the right to discontinue this contract at any time by notification in writing should invoices rendered for the maintenance or repair of the equipment described under the terms of this agreement not be paid within Sixty (60) days from date of the invoices.

Both parties understand and agree that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the agreement for the service described in the proposal; that all other prior representations or agreements, written or verbal, are incorporated herein and that no other changes in or additional to it shall be recognized unless made in writing and signed by both parties, and that this agreement is not binding upon Hunter Elevator Co., Inc. until approved by one of its executive officers.

Respectfully submitted,

HUNTER ELEVATOR CO., INC.

By: Jerry Daston  
President

By: Jerry Daston  
Authorized Signature

### ACCEPTANCE IN DUPLICATE

Date: June 7, 2021  
Firms name: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: 745 987 1499  
E-Mail: \_\_\_\_\_



\$ 98. increase

RENEWAL APRIL 1, 2022 – MARCH 31, 2023

## PLANNED MECHANICAL MAINTENANCE

For

**Town of Warwick  
132 Kings Highway  
Warwick, New York 10990**

Armistead Mechanical, Inc. Services (hereafter known as "AMI") will provide on-going Maintenance Services for the HVAC equipment as identified on (Schedule A) at 132 Kings Highway, Warwick, New York 10990. The plan will be initiated, scheduled, administered, monitored and updated by AMI. The service activities will be directed and scheduled based on manufacturers' recommendations, equipment location, application, type, run time, and AMI's own experience. AMI will keep **Town of Warwick** informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for review, approval and signature.

AMI will provide the following services for the building environmental mechanical systems comprised of the equipment listed on inventory of equipment (Schedule A) listed within. These activities are intended to extend equipment life and assure proper operating condition and efficiency.

Proposal Date: February 17, 2022

## **Planned Maintenance and Equipment Tasking**

Scheduled testing and inspection, including seasonal startups of all the equipment listed within (Schedule A) will be systematically performed **semi-annually (May and November)**. The condenser coils will be chemically cleaned annually (**June**). Manufacturer's recommended procedures, on-site conditions, and our own experience will dictate work performed. Normal maintenance materials including air filters, belts, coil cleaner, oils and lubricants are included. Below is an outline of tasks and procedures that will be followed.

- Log the performance of components
- Overall inspection of unit for items such as loose hardware, component operation, refrigerant leaks, unusual noises, etc.
- Inspect panels, gaskets, fan housing and base for defects, gaps, obstructions, signs of deterioration
- Brush clean/vacuum dirt and debris from components at each service
- Lubrication of moving parts, shaft bearings, fan motors,
- Inspect hoods and air louvers for operation, damage and remove dust and debris
- Inspect for leaks (water, refrigerant, oil, etc.)
- Spring operational inspection of equipment with emphasis on cooling side of unit, including compressors, air handlers, motors, coils.
- Check cleanliness of air filter track, replace filters at each inspection
- Inspection and operational verification of air handlers
- Check drive section and adjust belt alignment and record condition
- Examine operating parameters to verify temperatures and pressures are within acceptable limits
- Operational test and inspection of controls to verify settings are within acceptable range
- Replace belts annually
- Chemically clean condenser coils in late spring
- Fall operational inspection and maintenance of equipment will be performed with emphasis on heating side of equipment, with focus on heating section of unit including burner, heating element, flue.
- Examine heat exchanger, inspect for cracks and/or leaks
- Annual inspection of the boiler including removing jacket panels and cleaning flue passages with wire brush
- Vacuum out combustion chamber and burner base
- Inspection of components, cleanout cover insulation, rope seal
- Service low water cutoffs as per manufacturer's procedures
- Test relief valves
- Using combustion analyzer, ensure boiler is adjusted properly
- Test boiler for carbon monoxide or other harmful emissions
- Perform efficiency test.
- At each service we will provide a written report including completed PM checklist
- Emergency and repair service at discounted time and material rates
- Recommendations for energy saving enhancements and written estimates/proposals for repairs is included

As a client of AMI, you will receive priority response for emergency and repair service 24/7.

### SCHEDULE A – EQUIPMENT LIST

QUANTITY	TYPE	MANUFACTURER	LOCATION
1	RTU	CARRIER	TOWN HALL
1	RTU	CARRIER	TOWN HALL
1	CU	CARRIER	TOWN HALL
1	AHU	CARRIER	TOWN HALL
1	CU	TRANE	SR.BLDG.
1	CU	TRANE	SR BLDG
1	GAS BOILER	WEIL MCLAIN	TOWN HALL
1	BURNER	POWERFLAME	TOWN HALL

**Included in the above equipment are thermostats, controls, fans, pumps and associated equipment.**

#### Additional Program Elements

- Refrigerant Containment Service – We will track and record refrigerant use as per federal, state and local regulatory guidelines. Our service vans are equipped with certified refrigerant recovery equipment.
- Service Documentation – We will document all scheduled and unscheduled service work showing the time, date, name of service technician, and equipment identification and brief description of work. A copy of this report will be emailed upon completion of each visit.
- Performance Assurance Program – We will meet with you annually or more frequently upon request to evaluate and make modifications necessary, to this Planned Mechanical Maintenance Program to assure that it continues to meet your business and technical requirements.

As a client of **AMI**, you will receive priority response for emergency and repair service 24/7.

## TERMS AND CONDITIONS OF AGREEMENT

1. AMI agrees to provide building equipment maintenance services as detailed above on the equipment designated in Schedule A, (attached hereto), in accordance with the terms and conditions of this agreement.

2. This Agreement term is April 1, 2022 through March 31, 2023. The agreement is subject to an inflationary increase not to exceed 5%.

3. Service under this agreement shall be provided between the hours of 8:00 am and 4:30 p.m., Monday through Friday

4. **Town of Warwick** shall permit AMI free and timely access to areas and equipment and allow AMI to start and stop the equipment as necessary to perform required services. AMI will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

5. Emergency and repair service is available 24/7/365. Services performed above and beyond this contract shall be invoiced at AMI prevailing time and material rates. Normal working hours are 8:00 AM – 4:30 PM Monday through Friday. Service performed on Saturdays, Sundays, holidays or at any time other than normal working hours shall be provided at our current premium rate.

6. **ADDITIONAL WORK** – If additional work is required, the following labor rate schedule and fees will apply:

	Straight Time	Overtime	Double-time
Technician	\$145.00	\$217.50	\$290.00

- Straight time is designated as Monday through Friday, 8:00 am to 4:30 pm
- Overtime is before/after Straight time and Saturdays
- Double-time is applicable on Sundays and Holidays
- A four (4) hour minimum charge is issued on Saturdays, Sundays or Holidays
- A vehicle charge of \$50 per service call

7. Any disagreement between the parties shall be settled by arbitration per the basic indemnification provision contained in AIA Document A201, Article 3.18.

8. Either party to this agreement can cancel the agreement with a 30 day written notice. In the event of premature cancellation of this contract, **Town of Warwick** agrees to pay AMI any monies earned beyond the monthly installments received to date. (Example: Contractor completed 75% of the annual scope of work, and due to payment structure client has only paid 50% of the annual price. The client would be billed for the balance of work completed to date, not the balance of the contract.)

9. AMI shall not be liable for loss of business or consequential damages other than property damage or injury to persons caused as a direct result of negligence by AMI in performance or failure of performance of its obligations under this agreement.

10. AMI shall not be liable for loss, delay, injury or damage which may be caused by circumstances beyond its control, including, but not restricted to, acts of God, fire, theft, explosion, power failures, vandalism, floods, or delays in transportation.

11. Payment terms are Net 30 days. For your convenience, AMI accepts payment by credit card.

12. **Town of Warwick** agrees to pay any applicable sales taxes.



**PAYMENT TERMS**

This term of this AGREEMENT is April 1, 2022 – March 31, 2023. The Agreement price is **\$3,388.00**.

You will be invoiced in 2 installments of **\$1,694.00** June and December plus any applicable sales taxes.

**Town of Warwick**

ACCEPTED  
BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
P.O. #: \_\_\_\_\_

**AMI Services Inc.**

ACCEPTED  
BY: Lyndsay Burkhardt  
PRINT NAME: Lyndsay Burkhardt  
TITLE: Maintenance Sales Representative  
DATE: February 17, 2022

Recreation  
Capital - Park Fund X



RECEIVED  
MAR 21 2022  
Town of Warwick  
Town Clerk

Marie Corlett, General Manager - WVT  
845.986.2369 • m.corlett@wvtc.com  
845-986-8080 • service@wvtc.com

47 Main Street • PO Box 592 • Warwick, New York • 10990-0592

To: Town of Warwick  
132 Kings Hwy  
Warwick, NY 10990  
Attn: William Roe  
WilliamNRoe@yahoo.com  
Contact #: 917-681-2440

Billing Information: Town of Warwick  
132 Kings Hwy  
Warwick, NY 10990  
Contact #: 845-986-1124

Re: Aerial cable construction. Service for AED at Pine Island Town Park

To Whom It May Concern:

The following are the costs applicable to the work you have requested. The scope of the work as described consists of construction labor and materials needed to perform the construction/installation of new aerial cable to facilities located at Pine Island Town Park, 18 Kay Road, Pine Island, NY 10969 for AED service at the park.

Scope of Work:

- Place ( 900' ) New 6PR Aerial Cabling
- Place ( 900' ) New 1/4" Strand
- Mast Clamps
- Installation of cable - three technicians

Construction Labor and Materials (One Time Cost): \$ 3,034.00

The total one-time costs including labor and materials are \$3,034.00. Any revision of the original plan may result in a revised cost estimate and/or additional charges as well as a rescheduling of the start and completion dates for the work.

\*\* This proposal is valid 30 days from the date listed; the work requested will be scheduled upon receiving the executed proposal.

Marie Corlett - VP/CM  
Alleva of Warwick, LLC (WVT)

3/1/2022  
Date

[Signature]  
Town of Warwick

3/14/2022  
Date

The cost is subject to change due to addition/deletions of equipment/services. Any change in cost must be agreed upon in writing by customer and WVT. **Sales tax & other applicable taxes & surcharges not included.**

This Customer Service Order Agreement ("Service Order") constitutes the agreement between Alleva of Warwick LLC. (either company referred to as "WVT") and the company (the "Customer") for the provision of services ("Services") ordered by the Customer as specified above. Alleva of Warwick, LLC's Universal Terms and Conditions of Service ("Universal Terms") are part of and incorporated into this Service Order and set out at [www.alleva.com](http://www.alleva.com). When customer signs this Service Order, Customer agrees and acknowledges that it has read the Universal Terms at [www.alleva.com](http://www.alleva.com) as well as the E911 Disclosure, also at [www.alleva.com](http://www.alleva.com), and agrees to be bound by the terms and conditions set forth in each of those documents. In the event of any conflict between the Universal Terms and this Order Form, the Universal Terms shall prevail. Alleva of Warwick, LLC. reserves the right to amend the Universal Terms at any time provided that such amendments do not materially affect level of quality of service provided by Alleva of Warwick, LLC. Any such amendments shall be effective on the next business day following the date on which the amendment(s) is posted at [www.alleva.com](http://www.alleva.com). Customer's continued use of a Service following any such amendment will constitute Customer's Agreement to be bound by the terms and conditions of the revised Universal Terms.

**Warwick Town Clerk**

---

**From:** Michael Sweeton  
**Sent:** Monday, March 21, 2022 12:08 PM  
**To:** Warwick Town Clerk  
**Subject:** FW: Lowering speed limit on Long Meadow Road

RECEIVED

MAR 21 2022

Town of Warwick  
Town Clerk

**From:** Marlene Portnoy <marleneportnoy@gmail.com>  
**Sent:** Thursday, March 3, 2022 11:05 AM  
**To:** Michael Sweeton <msweeton@townofwarwick.org>  
**Cc:** Marianne Santangelo <Mariannes71@gmail.com>  
**Subject:** Lowering speed limit on Long Meadow Road

Hi Michael,

Recently, The County erected a sign of 55 MPH as you turn off Sterling Mine Road ( Speed Limit 40 MPH) onto Long Meadow Road. This has caused a dramatic increase in the speed in which motorists travel and has created a safety issue.

As a result, residents in the Woodlands have organized to reduce the speed limit on Long Meadow Road and have reached out to The leadership at the Headquarters for the Jehovah Witnesses, the Manager of the Sterling Forest Park and Visitor Center, the Board of the HOA of the Woodlands along with additional neighbors in the area. They all agree that the speed limit is a concern, particularly to the pedestrians and bikers who utilize this beautiful road.

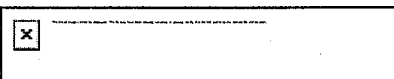
The Tuxedo Town Board has endorsed this effort and would like to make a resolution to officially ask Orange County to reduce the Speed Limit. They are particularly concerned about the portion of the road that features the entrances to the Woodlands and JW Headquarters. It is exactly 2 miles from the intersection at Sterling Mine Road to the entrance at Blue Lake. We know that part of this road falls under the town of Warwick jurisdiction.

Can we schedule a call with you next week to discuss this effort?

We very much look forward to hearing from you,

Best,  
Marlene and Marianne

Marlene Portnoy | [914.262.6595](tel:914.262.6595)  
Co-Founder/ Executive Director  
The Desmoid Tumor Research Foundation  
[www.dtrf.org](http://www.dtrf.org)



**ROBERT W. FINK**  
Attorney at Law

RECEIVED

MAR 1 / 2022

Town of Warwick  
Town Clerk

P.O. Box 900  
210 Main Street  
Goshen, N.Y. 10924-0900

Telephone (845) 294-9721  
Facsimile (845) 294-3131  
E-Mail [rwfk@frontiernet.net](mailto:rwfk@frontiernet.net)

March 16, 2022

Town Board, Town of Warwick  
Attn: Michael Sweeton, Supervisor  
132 Kings Highway  
Warwick NY 10990

Re: The Gables at Warwick Inc. 4 Lot Subdivision  
Assignment of Site Inspection Fees and Substitution of Bank Checks for Letters of Credit

Dear Supervisor Sweeton:

The Gables at Warwick Inc. (The Gables) closed on the 4 lots (Subdivision Map filed 12/28/21 as Map #405-21 on 3/15/22 with Ahava Planning & Builders Inc. (Ahava Planning).

Request is made for release of the 2 Lakeland Bank Letters of Credit and Assignment of The Gables Site Inspection Fees totaling \$9,422.00 to Ahava Planning.

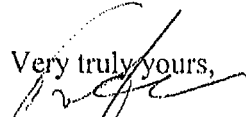
Included are the following:

1. Substitution of Bank checks for Irrevocable Letters of Credit and 2 Bank checks payable to the Town of Warwick in the sums of \$178,440.10 and \$6,000.00;
2. Assignment of the Site Inspection Fees totaling \$9,422.00;
3. Copy of Deed from The Gables to Ahava Planning;
4. Copy of 2 Letters of Credit issued by Lakeland Bank;
5. FedEx mailer to Lakeland Bank

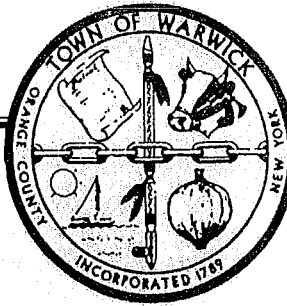
Please return by e-mail the Assignments and Substitution signed / approved by the Town.

Thank you for your cooperation.

RWF:s  
encs.  
cc: John Bollenback, Esq.

Very truly yours,  
  
ROBERT W. FINK

# TOWN OF WARWICK



132 KINGS HIGHWAY  
WARWICK, NEW YORK 10990

BUILDING & PLANNING DEPT (845) 986-1127  
FAX NO. (845) 987-9644  
BUILDING DEPT EXT. 258/260  
PLANNING DEPT EXT. 261  
ENGINEER EXT. 275

March 17, 2022

Town of Warwick Town Board  
132 Kings Highway  
Warwick, NY 10990

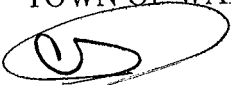
Attn: Michael Sweeton,

Re: Planning Board's Positive Recommendation to Town Board for  
Proposed Introductory Local Law No. 3 of 2022

Dear Supervisor Sweeton and Town Board:

At the Regular Planning Board Meeting held on March 16, 2022, the Planning Board has made a Positive Recommendation to the Town Board regarding Proposed Introductory Local Law No. 3 of 2022. (See Attached)

Sincerely,  
TOWN OF WARWICK PLANNING BOARD

  
Connie Sardo  
Planning Board Secretary

cc: Town Board  
Planning Board

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MAR 17 2022

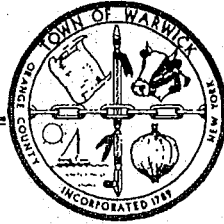
Town of Warwick  
Town Clerk

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MAR 17 2022

Town of Warwick  
Town Clerk

# TOWN OF WARWICK



132 KINGS HIGHWAY  
WARWICK, NEW YORK 10990

TOWN HALL TELEPHONE (845) 986-1124  
POLICE DEPT. TELEPHONE (845) 986-3423  
PUBLIC WORKS TELEPHONE (845) 986-3358  
TOWN HALL FAX (845) 986-9908  
SUPERVISOR [supervi@warwick.net](mailto:supervi@warwick.net)  
TOWN CLERK [townclk@warwick.net](mailto:townclk@warwick.net)

March 16, 2022

Michael Sweeton, Supervisor  
Town Board of the Town of Warwick  
132 Kings Highway  
Warwick, NY 10990

Re: Proposed Introductory Local Law No. 3 of 2022  
Planning Board Comments on Proposed Zoning Amendments

Dear Supervisor Sweeton and Members of the Town Board:

The Planning Board has completed a review of the above-proposed Amendments to the Town Zoning Law. The Planning Board's role is to make inquiry and determination as to whether the proposed Zoning text amendments are consistent with the aims and principles for the districts affected, whether areas and establishments in the Town will be affected, any indirect changes on other regulations will result, and if the changes are consistent with the Town Comprehensive Plan. We note that there are no changes proposed to the Town Zoning maps. The Planning Board has found the proposed Zoning text amendments are favorable to each of the above criteria and has no objections to the Town Board adopting the proposed Zoning Amendments.

**Planning Board Review and Analysis.** Following is the Planning Board's analysis and recommendations, with the Zoning Law's requirements for new Zoning amendments found in Section 164-60.A(1) repeated first in **bold**:

- (a) **Whether such change is consistent with the aims and principles embodied in this chapter to the particular districts concerned.** The proposed amendments to the Zoning Law include new definitions for "Agriculture," "Commercial Hoarse Boarding Operation," and "Farm Operation." Our understanding is that these definitions, which are currently absent in the Zoning Law, are designed to be consistent with the New York State Department of Agriculture and Markets' definitions. In general and to the

extent possible, local definitions should be in agreement with those of the higher levels of government. This more clearly defines the intent of the Town Board in allowing a specific use that is also under the jurisdiction of that higher level of government. We agree the definitions are needed.

Farms that are approved for a farm market will be required to pay an annual fee to the Town in order to continue to operate. This will help in ensuring compliance with conditions on the use. Additional new requirements are for a farm to provide annual verification that the farm with the farm market continues to function as a farm operation by providing annual documentation. The Planning Board agrees that this will have the effect of avoiding abuses of the privileges afforded farmers in the Town while recognizing the importance of farming to the Town's economy and especially by encouraging start-up farmers to begin engaging in farming activities.

The current Zoning Law definition of "Work-Live Unit" is not currently consistent with the Zoning text, which refers to both "work-live units" and "live-work" units. We agree with the change to "live-work units" since it helps in understanding that these types of uses, that are allowed in mixed-use districts, emphasizes the residential use of the premises and not the commercial use. The Planning Board has also reviewed the clarifications proposed for the percentage mix of residential and non-residential uses allowed in a two or three story mixed-use building and find that the text as proposed does clarify the issue.

Permissible lot coverage consistency issues have been identified for certain uses allowed in the Office and Industrial Park Zoning District. We believe that the modifications proposed in the Local Law would correct the inconsistencies among similar uses within other Zoning districts. We also note that adaptive re-use of non-residential structures within agricultural districts would be clarified to recognize the permissibility of reusing structures that have been created following enactment of Local Law No. 4 of 2003 and Local Law No. 3 of 2011. We agree this change will allow redevelopment of such structures and can avoid creation of potential blight in the community. One minor clarification applies to large-scale solar energy systems, which allows for fencing of a height that is required by the National Electrical Code, which makes sense so that applicant's are not required to obtain an area variance.

The Tier 2 retail uses permitted within the Community Business (CB) Zoning District have been a source of confusion in regards to the mix of retail, offices, and other uses in this mixed-use district. Those were set following preparation and review of Generic

Draft and Final Environmental Impact Statements in 2010. The Village of Warwick was a key Interested Agency under this review process and its comments were carefully incorporated into the CB District special conditions on new uses. The proposed amendments clarify and reinforce the Findings Statement for the CB District, adopted by the Town Board on December 9, 2010.

Finally, the proposed amendments for agriculture and more specifically farm market development, on farms within agricultural districts, will allow only bona fide farms to claim that farm market development is needed to market the products of the farm. The proposed amendments appear consistent with the protected status afforded farms under the New York State Constitution and as defined under the New York State Agriculture and Markets Law.

- (b) ***Which areas and establishments in the Town will be directly affected by such change and in what way will they be affected.*** We do not expect that existing uses in the Town will be detrimentally affected by the proposed Amendments but will allow for clearer and more effective administration of the Zoning.
- (c) ***The indirect effect of such change on other regulations.*** The Planning Board does not expect there to be any indirect effects to other Town regulations as a result of the adoption of the amendments since no uses are expected to be made nonconforming by the proposed Amendments.
- (d) ***The effect of whether such proposed amendment is consistent with and furthers the goals and objectives of the Town of Warwick Comprehensive Plan.*** The Planning Board believes that the proposed Amendments are consistent with and further the goals of the Town's 2008 Comprehensive Plan and 2016 Comprehensive Plan Update.

In conclusion, the Planning Board has made a careful inquiry and determination in regards to the proposed Zoning amendments and has reviewed the potential changes that would result if Introductory Local Law No. 3 of 2022 was adopted. The Planning Board's consensus is a positive recommendation to the Town Board to consider adoption of the changes to the Zoning Law.

For the Town of Warwick Planning Board,



Benjamin Astorino, Chairman



On a motion by Roger Showalter, seconded by Bo Kennedy, and a vote of 5 for, and 0 against, and 0 absent, the Planning Board authorized this letter of recommendation to the Town Board on March 16, 2022.



**Warwick Town Clerk**

---

**From:** Deidre Ellis (ClerksOffice2@WestMilford.org) <ClerksOffice2@westmilford.org>  
**Sent:** Thursday, March 17, 2022 10:40 AM  
**To:** bsmith@bloomingtondaleny.net; clerk@butlerborough.com; jbakalarczyk@hardyston.com;  
clerk@villageofgreenwoodlake.org; mreilly@jeffersontownship.net;  
kiele@kinnelonboro.org; cclipperton@rockawaytownship.org; clerk@ringwoodnj.net;  
townclerk@vernontwp.com; Warwick Town Clerk; mlyscatos@passaiccountynj.org;  
dimhof@passaiccountynj.org; pcpb@passaiccountynj.org;  
jasonmi@passaiccountynj.org; Pamela Jordan (PlanningBoard@WestMilford.org);  
Pamela Jordan (ZBOA@WestMilford.org)  
**Cc:** Diane Curcio (ClerksOffice@WestMilford.org)  
**Subject:** Ordinance 2022-007 and 2022-012  
**Attachments:** 2022-007-AmendChap500-UpdateZoningAreas-Amended.pdf; 2022-012-  
AmendChap500-UpdatePermittedUse.pdf

March 17, 2022

**RECEIVED**

**MAR 17 2022**

Town of Warwick  
Town Clerk

**TO:** Borough of Bloomingdale  
Borough of Butler  
Borough of Kinnelon  
Borough of Ringwood  
Passaic County Clerk  
Passaic County Planning Board  
Township of Hardyston  
Township of Jefferson  
Township of Rockaway  
Township of Vernon  
Town of Warwick  
Township of West Milford Planning Board  
Village of Greenwood Lake

**Re: Ordinance 2022-007; 2022-012**

**2022-007 ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC STATE OF NEW JERSEY AMENDING CHAPTER 500 "ZONING" OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP TO PERMIT AND UPDATE PERMITTED ZONING AREAS FOR THE CULTIVATION, MANUFACTURING, WHOLESALE, DISTRIBUTION, RETAIL AND DELIVERY OF CANNABIS WITH THE TOWNSHIP - AMENDED**

**2022-012 ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 "ZONING" OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP TO UPDATE AS A PERMITTED USE, ZONING AREAS FOR THE CULTIVATION, MANUFACTURING, WHOLESALE, DISTRIBUTION, RETAIL AND DELIVERY OF CANNABIS WITHIN THE TOWNSHIP**

Dear Sir/Madam:

Please take notice that the above Ordinances 2022-007 and 2022-012 were adopted at a Regular Meeting of the Mayor and Governing Body of the Township of West Milford held on March 16, 2022.

Enclosed herewith is a copy of Ordinances 2022-007 and Ordinance 2022-012 as referenced above.

*Deidre Ellis*

Deidre Ellis  
Clerk's Office  
973-728-2714

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# Township of West Milford

Passaic County, New Jersey

## ~ Ordinance 2022 – 007 ~

### ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC STATE OF NEW JERSEY AMENDING CHAPTER 500 “ZONING” OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP TO PERMIT AND UPDATE PERMITTED ZONING AREAS FOR THE CULTIVATION, MANUFACTURING, WHOLESALE, DISTRIBUTION, RETAIL AND DELIVERY OF CANNABIS WITH THE TOWNSHIP - AMENDED

**WHEREAS**, in 2021 the Township of West Milford adopted an ordinance allowing for the cannabis business licenses within the township, limited to certain zones; and

**WHEREAS**, the governing body wishes to expand the areas where such businesses might operate in the Township to include all zones with the exception of residential zones.

**NOW THEREFORE BE IT ORDAINED** by the Mayor and Township Council of the Township of West Milford, County of Passaic, State of New Jersey as follows that the following code sections only are repealed and replaced as follows:

#### **SECTION 1.**

#### **Article XVII Cannabis Cultivation, Manufacturing, Wholesale, Distribution, Retail and Delivery**

#### **§ 500-192 Cannabis Cultivator, Manufacturer, Wholesaler and Distributor**

- A. Cannabis Cultivator, Manufacturer, Wholesaler and Distributors shall be a conditional use in all zones of the Township of West Milford, with the exception that no such conditional use shall occur in any residential zone, and subject to the following:
- (1) Eligible Locations: Facilities shall be at least 500 feet from any parks and 1,000 feet from any schools.
  - (2) Lot Area: The minimum lot area shall be one (1) acre.
  - (3) Setback: The minimum front yard setback shall be 50 feet or the minimum zone standard, whichever is greater.
  - (4) Buildings: All facilities shall be enclosed in heated/air-conditioned buildings, not in greenhouses, hoop houses or outdoors.
  - (5) Odor Control: The facility shall provide an air treatment system with sufficient odor absorbing ventilation and exhaust systems such that and odor generated inside the facility is not detectable by a person of reasonable sensitivity at the property line of the subject property. Odor from the facility shall be monitored on an annual basis at the discretion of the Township by a licensed, qualified contractor chosen by the Township. All monitoring costs shall be incurred by the business.
  - (6) Signage: Signs shall be limited to the address, name of the company and emergency contact information located on one (1) ground sign not to exceed 24 square feet.
  - (7) State License: The facility must have a valid license to operate from the State of New Jersey.
  - (8) Any cannabis facility is subject to compliance with all laws, regulations and guidelines with respect to cannabis licenses issued by the State of New Jersey and the Township of West Milford.

#### **§ 500-193 Cannabis Retailer**

- A. Cannabis retailer shall be a conditional use in all zones of the Township of West Milford, with the exception that no such conditional use shall occur in any residential zone, and subject to the following:

- (1) Eligible Locations: Facilities shall be at least 500 feet from any parks and 1,000 feet from any schools.
- (2) Location: Cannabis retailers shall be separate and distinct from growing operations.
- (3) Buildings: All Cannabis retailers shall be enclosed in heated/air-conditioned permanent buildings, not trailers, outdoors, movable kiosks, etc.
- (4) Signage: Signs shall be limited to location identification/name of business. Signage shall not promote consumption of any cannabis products.
- (5) Site Plan Approval: When seeking site plan approval, the Applicant for Cannabis Retailer services shall submit a safety and security plan and emergency services access plan.
- (6) Accessibility: Any cannabis retailer shall have only one primary public access point, which shall be directly adjacent to the right of way or parking area of the building. Access should not be through common entrances with other uses.
- (7) Hours of operation for cannabis retailers shall be limited to 9:00 a.m. to 10:00 p.m.
- (8) Interior Security: Cannabis retailers' interiors shall provide a secure location for storage of products, with minimum products in any customer service area.
- (9) Exterior Loitering and Security: People shall not be permitted to congregate outside of a cannabis retailer, loiter or wait in line to access the cannabis retailer. The facility shall have a plan in place if interior capacity is exceeded, i.e. numbers are given and customers wait in their vehicles until called.
- (10) Product Consumption. No products shall be permitted to be consumed on-site.
- (11) State License: The facility must have a valid license to operate from the State of New Jersey.
- (12) Any cannabis facility is subject to compliance with all laws, regulations and guidelines with respect to cannabis licenses issued by the State of New Jersey and the Township of West Milford.

**§ 500-194 Cannabis Delivery**

- A. Cannabis Delivery shall be a conditional use in all zones of the Township of West Milford, with the exception that no such conditional use shall occur in any residential zone, and subject to the following:
- 1) Eligible Locations: Facilities shall be at least 500 feet from any parks and 1,000 feet from any schools.
  - 2) Location: Cannabis Delivery shall be separate and distinct from growing operations.
  - 3) Buildings: All Cannabis Delivery services shall be enclosed in heated/air-conditioned permanent buildings, not trailers, outdoors, movable kiosks, etc.
  - 4) Signage: Signs shall be limited to location identification/name of business. Signage shall not promote consumption of any cannabis products.
  - 5) Site Plan Approval: When seeking site plan approval, the Applicant for Cannabis Delivery services shall submit a safety and security plan and emergency services access plan.
  - 6) Interior Security: Cannabis Delivery services interiors shall provide a secure location for storage of products.
  - 7) Exterior Loitering and Security: Customers shall not be permitted to pick up products from a Cannabis Delivery service.
  - 8) Product Consumption. No products shall be permitted to be consumed on-site.
  - 9) State License: The facility must have a valid license to operate from the State of New Jersey.
  - 10) Any cannabis facility is subject to compliance with all State laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ.

**SECTION 2.** All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4.** The Township Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the County Planning Board and to all others entitled pursuant to the provisions of N.J.S.A. 40:55D-15. The Township Clerk is further directed to refer this Ordinance to the Township Planning Board, pursuant to N.J.S.A. 40:55D-64. Upon the adoption of this Ordinance, after public hearing, the Township Clerk is further directed to publish notice of the passage and to file a copy of this Ordinance, as finally adopted, with the Passaic County Planning Board, as required by N.J.S.A. 40:55D-16

**SECTION 5.** This Ordinance shall take effect after publication and passage according to law.

Introduced: February 2, 2022  
Adopted: March 16, 2022  
Effective Date: April 4, 2022

ATTEST

TOWNSHIP OF WEST MILFORD  
COUNTY OF PASSAIC  
STATE OF NEW JERSEY

\_\_\_\_\_  
William Senande, Township Clerk

By: \_\_\_\_\_  
Michele Dale, Mayor

# Township of West Milford

Passaic County, New Jersey

## ~ Ordinance 2022 – 012 ~

### ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 "ZONING" OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP TO UPDATE AS A PERMITTED USE, ZONING AREAS FOR THE CULTIVATION, MANUFACTURING, WHOLESALE, DISTRIBUTION, RETAIL AND DELIVERY OF CANNABIS WITHIN THE TOWNSHIP

**WHEREAS**, in 2021 the Township of West Milford adopted an ordinance allowing for the cannabis business licenses as a conditional use within the township, limited to certain zones; and

**WHEREAS**, the governing body wishes to update the ordinance to reflect areas where such businesses shall be allowed to operate in the Township as a permitted use, and to include all zones, with the exception of residential zones.

**NOW THEREFORE BE IT ORDAINED** by the Mayor and Township Council of the Township of West Milford, County of Passaic, State of New Jersey as follows that the following code sections only are repealed and replaced as follows:

#### SECTION 1.

#### Article XVII Cannabis Cultivation, Manufacturing, Wholesale, Distribution, Retail and Delivery

##### § 500-192 Cannabis Cultivator, Manufacturer, Wholesaler and Distributor

A. Cannabis Cultivator, Manufacturer, Wholesaler and Distributors shall be a permitted use in all zones of the Township of West Milford, with the exception that no such permitted use shall occur in any residential zone (LR, R-1, R-2, R-3, R-4, R-1I, R-1PN, SHD/R-2 Zones), and subject to the following:

- (1) Eligible Locations: Facilities shall be at least 500 feet from any parks and 1,000 feet from any schools.
- (2) Lot Area: The minimum lot area shall be one (1) acre.
- (3) Setback: The minimum front yard setback shall be 50 feet or the minimum zone standard, whichever is greater.
- (4) Buildings: All facilities shall be enclosed in heated/air-conditioned buildings, not in greenhouses, hoop houses or outdoors.
- (5) Odor Control: The facility shall provide an air treatment system with sufficient odor absorbing ventilation and exhaust systems such that and odor generated inside the facility is not detectable by a person of reasonable sensitivity at the property line of the subject property. Odor from the facility shall be monitored on an annual basis at the discretion of the Township by a licensed, qualified contractor chosen by the Township. All monitoring costs shall be incurred by the business.
- (6) Signage: Signs shall be limited to the address, name of the company and emergency contact information located on one (1) ground sign not to exceed 24 square feet.
- (7) State License: The facility must have a valid license to operate from the State of New Jersey.
- (8) Any cannabis facility is subject to compliance with all State laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ and the Township of West Milford.

##### § 500-193 Cannabis retailer

A. Cannabis retailer shall be a permitted use in all zones of the Township of West Milford, with the exception that no such permitted use shall occur in any residential zone (LR, R-1, R-2, R-3, R-4, R-1I, R-1PN, SHD/R-2 Zones), and subject to the following:

- (1) Eligible Locations: Facilities shall be at least 500 feet from any parks and 1,000 feet from any schools.
- (2) Location: Cannabis retailers shall be separate and distinct from growing operations.
- (3) Buildings: All Cannabis retailers shall be enclosed in heated/air-conditioned permanent buildings, not trailers, outdoors, movable kiosks, etc.
- (4) Signage: Signs shall be limited to location identification/name of business. Signage shall not promote consumption of any cannabis products.
- (5) Site Plan Approval: When seeking site plan approval, the Applicant for Cannabis Retailer services shall submit a safety and security plan and emergency services access plan.
- (6) Accessibility: Any cannabis retailer shall have only one primary public access point, which shall be directly adjacent to the right of way or parking area of the building. Access should not be through common entrances with other uses.
- (7) Hours of operation for cannabis retailers shall be limited to 9:00 a.m. to 10:00 p.m.
- (8) Interior Security: Cannabis retailers' interiors shall provide a secure location for storage of products, with minimum products in any customer service area.
- (9) Exterior Loitering and Security: People shall not be permitted to congregate outside of a cannabis retailer, loiter or wait in line to access the cannabis retailer. The facility shall have a plan in place if interior capacity is exceeded, i.e., numbers are given and customers wait in their vehicles until called.
- (10) Product Consumption. No products shall be permitted to be consumed on-site.
- (11) State License: The facility must have a valid license to operate from the State of New Jersey.
- (12) Any cannabis facility is subject to compliance with all State laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ and the Township of West Milford.

**§ 500-194 Cannabis Delivery**

- A. Cannabis Delivery shall be a permitted use in all zones of the Township of West Milford, with the exception that no such permitted use shall occur in any residential zone (LR, R-1, R-2, R-3, R-4, R-11, R-1PN, SHD/R-2 Zones), and subject to the following:
- 1) Eligible Locations: Facilities shall be at least 500 feet from any parks and 1,000 feet from any schools.
  - 2) Location: Cannabis Delivery shall be separate and distinct from growing operations.
  - 3) Buildings: All Cannabis Delivery services shall be enclosed in heated/air-conditioned permanent buildings, not trailers, outdoors, movable kiosks, etc.
  - 4) Signage: Signs shall be limited to location identification/name of business. Signage shall not promote consumption of any cannabis products.
  - 5) Site Plan Approval: When seeking site plan approval, the Applicant for Cannabis Delivery services shall submit a safety and security plan and emergency services access plan.
  - 6) Interior Security: Cannabis Delivery services interiors shall provide a secure location for storage of products.
  - 7) Exterior Loitering and Security: Customers shall not be permitted to pick up products from a Cannabis Delivery service.
  - 8) Product Consumption. No products shall be permitted to be consumed on-site.
  - 9) State License: The facility must have a valid license to operate from the State of New Jersey.
  - 10) Any cannabis facility is subject to compliance with all State laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ.

**SECTION 2.** All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.



**SECTION 4.** The Township Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the County Planning Board and to all others entitled pursuant to the provisions of N.J.S.A. 40:55D-15. The Township Clerk is further directed to refer this Ordinance to the Township Planning Board, pursuant to N.J.S.A. 40:55D-64. Upon the adoption of this Ordinance, after public hearing, the Township Clerk is further directed to publish notice of the passage and to file a copy of this Ordinance, as finally adopted, with the Passaic County Planning Board, as required by N.J.S.A. 40:55D-16

**SECTION 5.** This Ordinance shall take effect after publication and passage according to law.

Introduced: February 16, 2022

Adopted: March 16, 2022

Effective Date: April 4, 2022

ATTEST:

TOWNSHIP OF WEST MILFORD  
COUNTY OF PASSAIC  
STATE OF NEW JERSEY

\_\_\_\_\_  
William Senande, Township Clerk

By: \_\_\_\_\_  
Michele Dale, Mayor

X

**Warwick Town Clerk**

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**From:** Jessica Hawthorne <pr@nursinghomesabuse.org>  
**Sent:** Monday, March 21, 2022 2:07 AM  
**To:** Town Supervisors Confidential Secretary; Warwick Town Clerk; Michael Sweeton  
**Subject:** Resource Suggestion for Seniors and Families

Hi there,

My name is Jessica Hawthorne and I came across the helpful information you shared on your site at [townofwarwick.org/seniors](http://townofwarwick.org/seniors), and was wondering if you were still updating that page.

I am the Outreach Director for an advocacy center called Nursing Homes Abuse. Our mission is to be a complete resource center on abuse in nursing homes and to offer any help possible. We have added a ton of information on different types of abuse along with other resources and we will be updating it weekly. Check out our website below and feel free to explore:

Nursing Homes Abuse - [nursinghomesabuse.org](http://nursinghomesabuse.org)

We put a lot of work into this site and I think it could be a great addition to your page. If you agree would you consider adding a link to it on your site?

Let me know what you think or if you have any questions.

Thanks for your time and I hope you have a wonderful day,

Jessica



**Jessica Hawthorne**  
Outreach Director | NursingHomesAbuse.Org  
email: [pr@nursinghomesabuse.org](mailto:pr@nursinghomesabuse.org)

RECEIVED  
MAR 21 2022  
Town of Warwick  
Town Clerk

MAR 21 2022

Town of Warwick  
Town Clerk**Warwick Town Clerk**

**From:** eknightmoss@gmail.com  
**Sent:** Sunday, March 20, 2022 6:40 PM  
**To:** 'Michael Sweeton'; Town Supervisors Confidential Secretary; Warwick Town Clerk  
**Subject:** Follow Up Warwick's March 19 Repair Café  
**Attachments:** IMG\_2859.jpg; IMG\_2841.jpg

**From:** [eknightmoss@gmail.com](mailto:eknightmoss@gmail.com) <[eknightmoss@gmail.com](mailto:eknightmoss@gmail.com)>

Follow Up Warwick's March 19 Repair Café

**Yesterday our volunteers helped 83 repair-seekers (including 6 members of our team) who came from:**

NY- Campbell Hall 1, Chester 7 (4 first timers), Cold Spring 1 (first timer), Florida 4 (1 first timer), Goshen 3 (all first timers), Greenwood Lake 4 (2 first timers), Monroe 5 (4 first timers), Sugar Loaf 1, Tuxedo 1 (first timer), Walkkill 1, Warwick 46 (19 first timers), New York City 1

NJ- Hewitt 3 (2 first timers), Ringwood 1, Vernon 1, West Milford 3 (all first timers)

PA- Pittsburgh Knife/Tool sharpener Fred daughter came to her very first RC to see her dad in action and have a pair of yoga pants mended.

**Our coaches worked on 150 items - some highlights below. They were unable to fix 22 items. Reasons include "Needs specific parts, battery, motor that we don't have and/or are so old that they're no longer available."**

**BIKES**

What's wrong? "Stored in shed" Roger B. noted, "Made adjustments for safety. Needs R brake cable & grips."

**DIGITAL DEVICES – phones, laptops, etc.**

Raven and Sal deleted an unwanted program from a cell phone

Three computers "slow working," "needs cleaning" fixed by Robert, Raven, and Sal

**JEWELRY**

Rachel Bertoni, owner Warwick's Bertoni Gallery which features work by local artists and crafts people, including jewelry made by Mary Bono & Terri Winterling, joined us for the first time. In addition to jewelry repairs she worked on a vintage crocheted Afghan blanket.

Terri changed wires on several pairs of earrings, fixed jump rings on bracelets and necklaces, and "reset time on watch and showed how to wind it." She told me that she loves working on jewelry because "the stories are so personal."

**LAMPS**

What's wrong? "Dead," Broken switch, access to bulb, plug broken, loose socket, harp shakes.." Lamp Larry replaced sockets, switches and plugs.

Lamp Shade -Raheli re-threaded "brittle ties" on a vintage Tree of Life lampshade

**MISCELLANEOUS**

Bent bird feeder, 3 extension cords needed plugs

**SHARPENING – KNIVES, SCISSORS, TOOLS – 56 items!**

Fred enjoys teaching people how to hold and sharpen their own dull tools. One appreciative "customer" from Sugar Loaf, helped by Fred, wrote "Great Job" on her two tickets. My Roger, the baker, enjoys food talk while sharpening dull kitchen tools. And at our last RC, he took home a clock to repair and the "customer" was so thrilled that she baked him a cake and shared her great aunt's secret recipe.

### **SMALL ELECTRICS**

Four clocks "second hand is not secure...", "doesn't work," Frank replaced the motor on the quartz clock

Robert, Frank and Roger M. collaborated to unlock the mechanism on a Kitchen Aid Stand Mixer

Make Up Mirror problem "intermittent power" Lamp Larry fixed the wire

Portable record player "doesn't turn," iron "intermittent power," Bose radio "left on in the rain," Christmas lights, vacuum cleaner, mini coffee maker

### **SEWING**

The sewist team mended sweaters, pants, jeans, shirts, a purse, and a hat among other textiles. Deanne, our zipper expert, repaired one on a winter coat, and another on Raheli's boots. Lenny fixed an Army jacket. Mary repaired the strap on Terri's yoga mat and designed a cloth banner featuring assorted, donated buttons to spell the words "Repair Cafe" on multi-colored cloth letters. Teresa, Terri, and I, as well as several members of the public helped sew the buttons on. It was a lot of fun!

### **SEWING MACHINES**

Reg diagnosed and solved mechanical problems described as "stitching bad," "tension and bobbin," and "not sure," on several machines. Raheli teamed up with her to fix another sewing machine, "bobbin won't rewind."

### **WOODEN THINGS**

Wooden picture frame, hat rack "broken arm," and a "Hickory End Table broken into 10 pieces" Rich "Added dowels, screws, finish nails, two metal joiners and LOTS OF GLUE."

Wooden chair "needs glue" Roger B. Noted, "Keep bunji on for 12 hours. Return in May for checkup LOL"

All in service to friends, neighbors, and complete strangers.

Cheers,

Elizabeth

X

**Warwick Town Clerk**

---

**From:** Town of Warwick Planning Department  
**Sent:** Tuesday, March 01, 2022 3:24 PM  
**To:** Warwick Town Clerk  
**Cc:** rwfk@frontiernet.net  
**Subject:** FW: The Gables at Warwick  
**Attachments:** lakeland letters.pdf

RECEIVED

MAR 02 2022

Town of Warwick  
Town Clerk

Eileen,

Please see email from Bob Fink regarding the Gables Subdivision Letters of Credits for bonds. As per the email, they are looking to be placed on the March 10th Town Board Meeting regarding this matter.

Connie

-----Original Message-----

**From:** rwfk@frontiernet.net <rwfk@frontiernet.net>  
**Sent:** Tuesday, March 1, 2022 2:57 PM  
**To:** Town of Warwick Planning Department <planning@townofwarwick.org>  
**Subject:** The Gables at Warwick

Connie: Please give to Eileen and John. Thank you.

Eileen: The Gables is closing in the next few days on the 4 lot subdivision for which the 2 Letters of Credit were issued by Lakeland Bank in the amounts of \$178,440.10 and \$6,000.00, copies attached.

The buyer is going to be depositing with the Town 2 bank checks in the aforesaid 2 amounts at which time a written request will be made that the Town substitute the checks for the Letters of Credit and the Letters of Credit be returned to Lakeland Bank. Documentation of same (with an overnight to Lakeland) shall be provided with the request. Please put the matter on for the next available Town Board meeting, which I hope will be March 10, prior to which all documentation and checks shall be overnighted to you.

Thank you.

ROBERT W. FINK, ESQ.  
210 Main Street, P.O. Box 900  
Goshen, New York 10924  
845-294-9721 - office  
845-294-3131 - fax  
rwfk@frontiernet.net

IMPORTANT: NEVER WIRE FUNDS TO THIS OR ANY OFFICE WITHOUT VERBAL VERIFICATION. ALWAYS CALL THIS OFFICE BEFORE YOU WIRE. YOU MUST VERBALLY VERIFY THE AMOUNT AND THE WIRING INSTRUCTIONS BEFORE YOU WIRE.

This email has been checked for viruses by AVG.

Schedule PH 3/24 ?

X



ORANGE COUNTY OFFICE OF COMMUNITY DEVELOPMENT  
FY-2023 PROGRAM YEAR CALENDAR

- February 7, 2022 FY-2023 CDBG Application E-Mailed to Supervisors/Mayors and posted on OCD website  
FY-2023 HOME Application E-Mailed to Contact List and posted on OCD website
- February 7, 2022 Send FY-2023 Action Plan Public Hearing #1 public notice to newspaper, post on website, and email to community stakeholders
- February 10, 2022 Public Notice for Public Hearing #1 published 14 days before Public Hearing
- February 24, 2022 at 3 pm Public Hearing #1 for the FY-2023 Action Plan via Microsoft Teams Meeting +1 347-991-6654 Conference ID: 831 592 114# and at the Orange County Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY at 3 pm
- March 22, 2022 9:30-11:30 am HOME Application Workshop via Microsoft Teams- \*\*MANDATORY for Applicants\*\*
- March 24, 2022 9:30-11:30 am CDBG Application Workshop via Microsoft Teams - \*\*MANDATORY for Applicants\*\*
- April 2022 Receive Notice from HUD of final 2023 CDBG, HOME and ESG Entitlement
- June 24, 2022 (Friday) CDBG and HOME Applications Due to OCD Office by 4:00 p.m.
- July 14 and 22, 2022 CDBG Advisory Committee Site Visits (Tentative)  
July 18, 2022 HOME Advisory Committee Site Visits or Microsoft Teams Presentations (Tentative)
- July 27, 2022 at 9:30am HOME Advisory Committee Ranking Meeting  
July 28, 2022 at 9:30am CDBG Advisory Committee Ranking Meeting
- August 2022 County Executive Review of CDBG and HOME Advisory Committee Recommendations
- September 9, 2022 Send 2023 Action Plan public notice to newspaper, post on website, and email to community stakeholders
- September 16, 2022 Public Notice of Display Period and Public Hearing #2 published 14 days before Public Display
- September 19, 2022 Submit Legislative Request for Resolution from Legislature to Submit FY-2023 Action Plan to HUD
- October 1-31, 2022 30-Day Public Display and Comment Period for 2023 DRAFT Action Plan
- October 13, 2022 at 2pm 2023 Action Plan Public Hearing #2 at the Orange County Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY at 2 pm
- October 21, 2022 OCD presents 2023 Action Plan to Education & Economic Development Statutory Committee for Legislature Approval
- November 3, 2022 Legislative Approval to Submit FY-2023 Action Plan to HUD
- November 15, 2022 Deadline to submit FY-2023 Action Plan to HUD
- December 2022 FY-2023 CDBG Anticipated Award letters mailed to Municipalities  
FY-2023 HOME Anticipated Award letters mailed to Awardees
- January 1, 2023 Begin FY-2023 Program Year – HUD Approves FY-2023 Action Plan

*These dates are tentative and are subject to change. Notice of actual hearing dates, proposed and final plan adoption, and related public comment periods will be published in the Times Herald Record and on the OCD website:  
<https://www.orangecountygov.com/192/Community-Development>*

RECEIVED

MAR 15 2022

RECEIVED

X

Warwick Town Clerk

Town of Warwick  
Town Clerk

MAR 15 2022

Town of Warwick  
Town Clerk

**From:** Winter, Neil L. Jr. <WINTERN@oru.com>  
**Sent:** Tuesday, March 15, 2022 7:53 AM  
**To:** Winter, Neil L. Jr.  
**Subject:** Orange and Rockland to Resume Credit and Collection Activities on March 16, 2022 - Payment Assistance Programs Available  
**Attachments:** High Level Credit timeline.pdf; Door Hangers.png

Good morning, as the Covid Pandemic subsides, the New York State restrictions on credit and collection activities including a moratorium on locking unpaid accounts has been lifted. In preparation for the roll back of these restrictions, O&R has worked feverishly to make contact with those customers in arrears through bill messages, telephone calls, e-mails and visits to their homes in an effort to secure a payment arrangement. Please find attached a sample of the materials that we have left behind at the time of a visit. On or about March 16, 2022, O&R will resume credit and collection activities up to and including locking of residential accounts. As is required, we will follow the normal credit and collection activities. For your reference I have attached an example of O&R's typical credit timeline. Our preference is to avoid locking accounts but the only way to do this for customers to work with us. Below you will find a number of payment options and assistance programs that are available. Keep in mind that since we are still in the Winter season, we will follow the Public Service Commission weather restrictions. If the temperature is not forecast to go above 32 degrees in a 24 hour period in a given day, O&R will not lock on that day. Ideally we would like our customers to contact us at 1-877-434-4100 to make arrangements to pay their bill.

As it is likely that constituents may contact your office for assistance, here is information that maybe helpful to your staff in handling these calls:

- If customers are having trouble with payments, we're offering flexible payment agreement terms. They can sign up online through My Account and click "Payment Agreement" to see our offer and enroll, or call us at 1-877-434-4100.
- O&R is suspending no-access fees if we can't read the meter.

**Government Assistance for Residential Customers**

**NYS Emergency Rental Assistance Program (ERAP)**

Offers residential tenants assistance with payment of their rent and utility bills. Please visit [otda.ny.gov](http://otda.ny.gov) or call 1-844-NY1-RENT (1-844-691-7368).

**Home Energy Assistance Program (HEAP)**

If the customers income falls within a certain range, they may be eligible for HEAP to help pay their home heating costs. HEAP and Emergency HEAP has been extended, and there are 3 Emergency HEAP Benefits you can receive. To apply for HEAP, customers must call their County HEAP numbers below:

- Orange County HEAP, 845-291-2002
- Rockland County HEAP, 845-364-3480; 845-364-3485
- Sullivan County HEAP, 845-807-0142

Find out more qualification information on HEAP New York.

## **Community Resources**

### **The Neighbor Fund**

In New York, The Neighbor Fund provides emergency home-heating grants to customers of Orange & Rockland no matter what type of fuel is used. Customers don't have to repay the grant money, and don't have to meet any age limits or income guidelines.

Contact the Salvation Army offices in Spring Valley (845-352-9577), Middletown (845-343-0821), or Port Jervis (845-856-3214).

## **COVID-19 Community Resource Guide**

*United Way of Rockland County*

## **Government Assistance for Businesses**

### **Small Business – Federal**

#### Assistance for Small Business

*U.S. Department of Treasury*

#### SBA Disaster Assistance in Response to Coronavirus

*US Small Business Association*

### **United States Small Business Administration Paycheck Protection Program**

The CARES Act included \$350 billion in funding for the creation of a Paycheck Protection Program is a loan designed to provide a direct incentive for small businesses to keep their workers on the payroll. SBA will forgive loans if all employees are kept on the payroll for eight weeks and the money is used for payroll, rent, mortgage interest, or utilities. Small business owners in all U.S. States, Washington D.C., and territories are currently eligible to apply for this loan.

Get more information on how to complete the application.

### **United States Small Business Administration Economic Injury Disaster Loans & Emergency Economic Injury Grants**

These grants provide an emergency advance of up to \$10,000 to small businesses and private non-profits harmed by COVID-19 within three days of applying for an SBA Economic Injury Disaster Loan (EIDL). To access the advance, you first apply for an EIDL and then request the advance. The advance does not need to be repaid under any circumstance, and may be used to keep employees on payroll, to pay for sick leave, meet increased production costs due to supply chain disruptions, or pay business obligations, including debts, rent and mortgage payments. Get more information on how to complete the application.



For those requiring additional assistance with completing the application, they may visit [www.nysbdc.org](http://www.nysbdc.org) for online assistance.

Request a no-cost, confidential appointment with a local SBDC Advisor.

## **New York Assistance**

### **State of New York Pandemic Small Business Recovery Grant Program**

*The grants must be used for COVID-19 related losses or expenses incurred between March 1, 2020 and April 1, 2021. These include:*

- Payroll costs
- Commercial rent or mortgage payments for NYS-based property (but not any rent or mortgage prepayments)
- Payment of local property or school taxes associated with a small business location in NYS
- Insurance costs
- Utility costs
- Costs of personal protection equipment (PPE) necessary to protect worker and consumer health and safety
- Heating, ventilation, and air conditioning (HVAC) costs
- Other machinery or equipment costs
- Supplies and materials necessary for compliance with COVID-19 health and safety protocols
- Other documented COVID-19 costs as approved by Empire State Development

For more information please access the links below:

[State of New York Pandemic Small Business Recovery Grant Program](#)

[Governor Cuomo Announces Applications Now Open for \\$800 Million COVID-19 Pandemic Small Business Recovery Grant Program](#)

## **Rockland County Assistance**

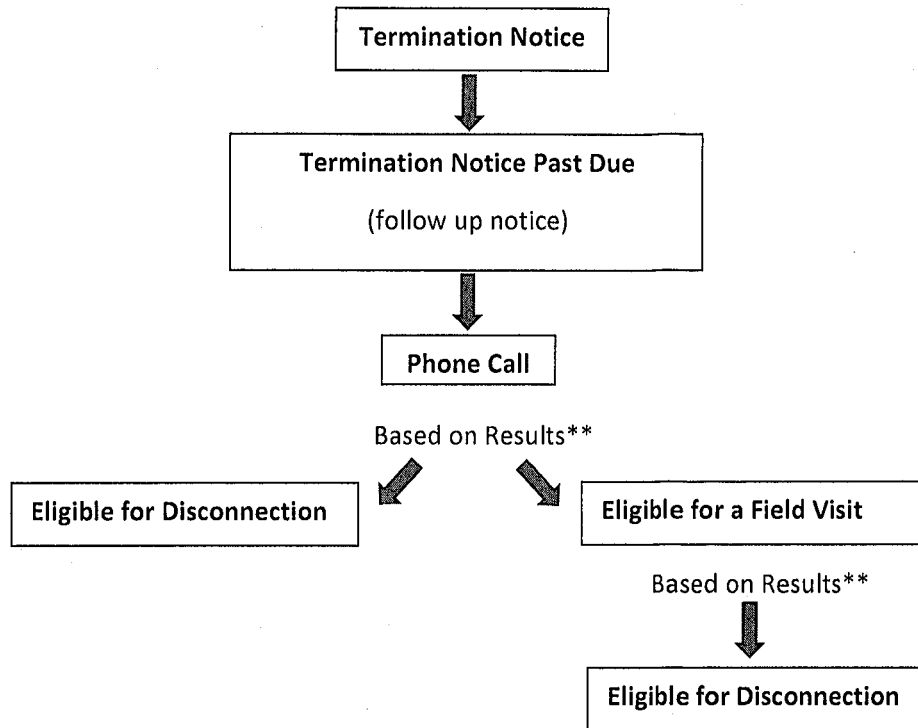
Businesses can also view a webinar hosted by the Rockland County Department of Economic Development & Tourism, Rockland Community College's SBDC (Small Business Development Center) and the Rockland Business Association on SBA Economic Injury Disaster Loans. [View webinar.](#)

## **Empire State Development's COVID-19 Business Resources**

Empire State Development (ESD) provides up-to-date information related to the Coronavirus (COVID-19) outbreak. For the latest information and updates, visit the following helpful links:

- [COVID-19-Related Resources](#)
- [Novel Coronavirus FAQ for Businesses](#)
- [Related Business Questions Form](#)

We appreciate your assistance in helping inform your constituents of the options available to them to avoid utility disconnection. If you have any questions, please contact your O&R Regional & Community Affairs Manager.



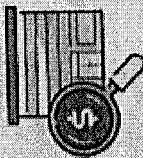
\*Please note that this timeline can be stopped by payment or setting up a payment agreement.

\*\*Timeline may vary based on accounts labeled with life sustaining equipment, or individuals who are elderly, blind or disabled living in the home.



Orange & Rockland

## Help Is Still Available



The State of Emergency has been lifted in New York State. Orange & Rockland Utilities, Inc. will be resuming normal collection activities. Please keep this in mind as there is a time limit for these programs.

If your business has experienced a change in your financial circumstances as a result of COVID-19, you may be eligible for special protections, including from termination of services and late payment charges.

- To receive these protections and learn about our new flexible payment agreements, you must contact us at **1-877-434-4100** for assistance.
- Our Call Center is open weekdays from 8 a.m. to 7 p.m., except holidays.
- There are a variety of assistance programs, as well as Federal, State and Local Agency grants and programs for our commercial customers, designed to help you pay your bill.

### Payments can be made:

- [oru.com/MyAccount](http://oru.com/MyAccount)
- Orange & Rockland Mobile App
- E-ZPay Express: 1-877-673-9729
- Call: 1-877-434-4100



To learn more about our payment assistance programs for our business customers, please visit

[oru.com/assistance](http://oru.com/assistance)

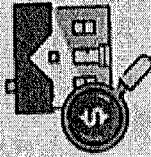
Find out more about the new law that provides these protections at

[nysenate.gov/legislation/bills/2021/1453-B](http://nysenate.gov/legislation/bills/2021/1453-B)



Orange & Rockland

## Help Is Still Available



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- To receive these protections and learn about our new flexible payment agreements, you must contact us at **1-877-434-4100** for assistance.
- Our Call Center is open weekdays from 8 a.m. to 7 p.m., except holidays.
- There are a variety of assistance programs designed to help you pay your bill and balance your energy costs. Visit: [oru.com/assistance](http://oru.com/assistance).

### Payments can be made:

- [oru.com/MyAccount](http://oru.com/MyAccount)
- Orange & Rockland Mobile App
- E-ZPay Express: 1-877-673-9729
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## Need Help Paying Your Energy Bills?

Reach out to The Neighbor Fund ORU's Home-Reading Payment Assistance Program



If you've exhausted governmental resources for financial assistance and can provide supporting documentation of emergency crisis circumstances, The Neighbor Fund may be an option.

The fund awards grants, not loans, to families who need fuel bill payment assistance. The Salvation Army, not ORU, processes applications and determines who will get grants. To find out more about it, reach out to the following Salvation Army Offices.

Spring Valley 845-552-9577  
 Middletown 845-443-0221  
 Port Jervis 914-856-3214

Funding is limited, so apply early.

201  
11/11  
-543  
49

X

# Request to renew the Geese Harassment Dog Walking Program for 2022

pafjad@aol.com <pafjad@aol.com>

Wed 3/9/2022 1:44 PM

To: Town Supervisors Confidential Secretary <secretary@townofwarwick.org>

📎 2 attachments (48 KB)

2022 Town Approval Request for Dog Walking Program.doc; 2022 Liability release dog walking Apr to Nov.doc;

Dear Rose Marie,

I left a voice mail this morning to let you know that I was forwarding the above captioned request.

Attached is the formal approval request for the 2022 Geese Harassment Dog Walking Program. Included is a copy of the liability waiver the volunteers sign before being issued an ID badge for the program.

Thank you for forwarding the above to Mike. If there are any questions please call me on my cell 845-270-3717.

Please confirm you received this.

Hope all is well.

Sincerely,

Jan Dearing

OK  
MPS 3/16/2022

Mike - FYI 3/10  
This is an email from  
Jan Dearing -  
requesting approval  
for dog walking / geese  
control  
@GWL.  
R

Date: March 8, 2022

TO: Mr. Michael Sweeton  
Supervisor of the Town of Warwick

FROM: Jan Dearing  
A member of the Committee for Humane Geese Control

**RE: Requesting approval to continue the Dog Walking Harassment of Canadian Geese Program from April 1, 2022 to November 30, 2022**

As per your guidance, we are submitting in writing a request for the Town of Warwick's approval to continue the Dog Walking Harassment of Canadian Geese Program for 2022.

**Background History:** The program was approved by the Town of Warwick for 2019, 2020 and 2021. The program was organized and executed by members of the Committee for Humane Geese Control. The objective was to harass the Canadian Geese population by local dogs on leashes to discourage the Geese not to congregate on the Town Beach and athletic fields residing in the Village of Greenwood Lake. The ultimate objective was to reduce Geese poop and to discourage the Geese from nesting in these areas.

Last year we had approximately 25 approved Dog Walkers from May thru November.

The Dog Walkers signed a waiver of liability (see attached) protecting both the Town of Warwick and the Village of Greenwood Lake. The participants must wear badges, and are given guidelines as to when they are allowed to walk their dogs on the public properties so not to interfere with any public events. They agreed to pick up after their dog. The dogs disturb the geese in order to encourage them to leave the properties.

A number of last year's dog walkers have asked if the program will continue for 2022. The Walkers are volunteers, consequently no cost to the Town of Warwick or Greenwood Lake Village. There was a strong community feeling among the Dog Walkers.

**Request:** Approval for a continuation of the Dog Walking Harassment of Canadian Geese Program from April 1, 2022 to November 30, 2022.

Thank you for your consideration. Please call me on 845-270-3717 if you have any questions.

Sincerely,

Jan Dearing  
Member of the Committee for Humane Geese Control.

**Town of Warwick and Village of Greenwood Lake, New York**  
**Dog Walking Participant Registration and Liability Release**  
**from April 1, 2022 to November 30, 2022**

I, \_\_\_\_\_, \_\_\_\_\_  
(Print Last Name) (Print First Name)

am a volunteer or other participant in the activities of walking a dog to harass Canada Geese on the town beach, and on town and village athletic fields located in the Village of Greenwood Lake. As a condition of my participation, I do hereby attest to the following:

- 1) I am over 18 years of age and in good health.  
(Under 18 years old, parent must co-sign and accompany)
- 2) I understand that this project involves the possibility of interaction with wildlife, which can be unpredictable and potential dangerous.
- 3) I understand that this project involves outdoor activities which may take place under a diverse weather conditions, in undeveloped areas, on boats and kayaks and that I am solely responsible for my own health and safety during this project.
- 4) I agree to abide by the following rules:
  - Dog walking only during daylight;
  - Wear ID Badge where it can be visually seen by appropriate authorities;
  - Pick up and properly dispose any dog poop;
  - Keep Dog on a leash at all times; Electric collars allowed;
  - Do not harm Canada Geese only encourage to move away from the beach and field area;
  - Do not harass Canada Geese with goslings (goslings cannot fly); and
  - Project period is from April 1, 2022 to November 30, 2022

**Dog walking allowed only when town beach is closed; and allowed on Greenwood Lake's town and village athletic fields when no activities are present.**
- 5) I agree to hold the Town of Warwick, the Village of Greenwood Lake and/or all other project partners (Committee for Humane Geese Control, villages, towns, School Districts, County, State or Federal government, their members, employees and assigns and/or private property owners) harmless from any injury which may occur, whether through negligence or otherwise, in connection with this project.
- 6) I hereby waive and release any and all claims, demands and causes of action that I may have against the Town of Warwick, the Village of Greenwood Lake, and/or all other project partners, (Committee for Humane Geese Control, villages, towns, School Districts, County, State or Federal government, their members, employees and assigns and/or private property owners) for any and all injuries and bodily harm arising out of my participation in this project and its related activities, whether or not arising out of the active or passive negligence of any such organizations or individuals.
- 7) I have read, understand and agree to the statements and policies set forth in this document.

I understand this release does not amend or alter any right granted or obligation incurred for volunteers under any duly authorized local, county, state or federal volunteer program.

I understand this release does not amend or alter any right granted or obligation incurred as an employee of the Town of Warwick, the Village of Greenwood Lake, or as a contractor.

\_\_\_\_\_  
Signature (note if signing for minor)

\_\_\_\_\_  
Date

Telephone # \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact Information: \_\_\_\_\_



AXON ENTERPRISE, INC.

# POLICE BODY WORN CAMERA SYSTEMS

TOWN OF WARWICK

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Submitted By: Axon Enterprise, Inc.

17800 North 85<sup>th</sup> Street

Scottsdale, AZ 85255

Phone: 800.978.2737

23 March 2022

AXON

ORIGINAL



AXON ENTERPRISE, INC.  
17800 NORTH 85<sup>TH</sup> STREET  
SCOTTSDALE, AZ 85255



23 March 2022

Lt. John Rader  
Town of Warwick  
146 Kings Highway  
Warwick, NY 10990

## DEAR LT. RADER:

Critical incidents can happen anywhere, and when they occur, Town of Warwick Police Department (the Department) officers must be ready to react without having to worry about their equipment. So, by equipping your officers with cameras designed to capture evidence from various angles, communicate with one another, or auto-activate when triggered, the Department can limit the risk of missing critical evidence in the field and focus on answering the call.

That is why Axon Enterprise, Inc. (Axon) believes the Department should implement our Axon Body 3 cameras, as well as our digital evidence management system (DEMS), Axon Evidence. Not only will the Department have access to an ecosystem designed to bolster workflows and manage your captured evidence, but you can also eliminate the need for excessive hardware that generally accompanies local on-premise systems and therefore, limit your overall costs. We are confident our integrated and intuitive solution can help keep the Department's officers covered wherever they are.

With the implementation of our body-worn solution, the Department can have:

- ▶ Reliable hardware, including cameras, docks, and accessories, as well as complimentary mobile applications to provide real-time situational awareness (if livestreaming is implemented)
- ▶ Cost-effective camera systems designed to help limit false accusations, build trust in your community, and ultimately keep your officers safe
- ▶ Camera systems that can be automatically triggered by TASER energy weapon and Axon Signal activation, speed threshold, motion detection, or configurable 12V triggers in the vehicle including lights and doors
- ▶ A comprehensive, CJIS-compliant DEMS that is delivered as Software as a Service (SaaS) and makes storing, managing, sharing, and redacting evidence simple
- ▶ Product, customer, and legal support focused on your success throughout the program lifecycle

To help address any concerns the Department may have and ensure a clear understanding of Axon's technology, we welcome the opportunity to provide a live demonstration of our solution prior to award.

If you have any questions regarding our proposal, pricing, or products, please contact Sr. Proposal Manager Sami McElmurry by phone at 971.205.8158, or by email at [smcelmurry@axon.com](mailto:smcelmurry@axon.com). We look forward to working with Warwick to implement our robust BWC program.

Sincerely,

Josh Isner  
Chief Revenue Officer

TABLE OF CONTENTS

EXECUTIVE SUMMARY ..... 1  
RESPONSE TO SPECIFICATIONS ..... 4  
    BODY CAMERA HARDWARE SPECIFICATIONS .....4  
    DOCKING REQUIREMENTS .....5  
    SOFTWARE REQUIREMENTS .....6  
    WARRANTY REQUIREMENTS .....9  
AXON REFERENCES ..... 10  
REFERENCES .....10

It is Axon's intent that its Master Services and Purchasing Agreement, which can be found at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), and not the terms of the RFP shall provide the definitive terms to govern any purchase resulting from this submission, except with respect to quantity, pricing and technical specifications. Axon would be happy to negotiate these terms in good faith upon award

Our acceptance of this engagement is subject to completion of a formal agreement between both parties documenting the purchased products and services. Upon acceptance, the actual terms of our engagement will be documented in a separate writing to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, for any purpose other than evaluation or as otherwise stated in the solicitation documents without Axon's written approval. All information and data in this proposal are current as of January 1, 2022, unless otherwise noted.

## EXECUTIVE SUMMARY

We understand the Town of Warwick (Town) is seeking to acquire a body worn camera solution for public safety use by all Town police officers.

Upon reading your goals for this RFP, we can assure you that Axon is well-suited to provide the Town with a complete body camera solution meeting your specific objectives called out:

- ▶ **EASE OF USE**
- ▶ **FUNCTIONALITY**
- ▶ **RECORDING**
- ▶ **STORAGE**

### EASE OF USE

The Axon Body 3 camera and digital solution not only offer advanced technology and features, but simplicity and ease-of-use for your staff. The Axon body cameras were designed specifically for use by law enforcement in tactical policing situations, so that officers can easily operate them without confusion in high stress situations.

The software system, Axon Evidence, offers a simple but feature-rich layout in an intuitive flow of information for your staff. With easy-to-use navigational tabs, a dynamic interface, and bulk action capabilities, Town officers can manage, search, and access their evidence files with speed and efficiency.

### FUNCTIONALITY

When using our software system, Axon Evidence, Town staff will interact with the navigational tabs at the top of the webpage to navigate the system. These tabs are as follows:

- ▶ **DASHBOARD** – Provides a high-level view of a user's account and system usage
- ▶ **EVIDENCE** – Allows users to search and view evidence
- ▶ **CASES** – Allows users to build, search, share, and manage cases
- ▶ **INVENTORY** – Allows users to manage devices, information, and returns
- ▶ **REPORTS** – Allows users to create and download system reports
- ▶ **ADMIN** – Allows administrative functionality to control agency settings, *e.g.*, security, roles and permissions, categories, retention, etc.
- ▶ **HELP** – Allows users to access release notes, the help center, Contact Us support, and necessary software

### From the Field

With Axon, it was not just a matter of deploying the cameras, it was a matter of building a relationship and getting that support and letting [officers] know that we were going to have a great, reliable product.

SERGIO ENRIQUEZ,  
SERGEANT /  
SANTA ANA PD

**JOIN  
FORCES**

Our solution, Axon Evidence, provides both "Basic" and "Advanced" search capabilities, ensuring fast and organized search results for your staff to manage their body camera videos.

## **RECORDING**

Based on extensive feedback, we understand that complicated activation methods are cumbersome in the field, and can impede more important duties, especially considering officers often need to start recording at a moment's notice.

Activation of event recording is simple and accessible, so Town officers can operate the device in a high-stress situation. The ergonomic design facilitates natural muscle memory and uses minimal operational components (buttons, plugs, etc.).

## **STORAGE**

Axon's solution offers the Town a cloud solution that will scale for you automatically unlike local solutions that would require the Town to predict storage demands ahead of time, leading to unforeseen spending of valuable resources to maintain storage for future growth.

However, based on the response to our vendor question, we would like to note that if you still prefer to migrate your captured videos and data to the local, on-premise system of your choice, this can be accomplished. We outline this option in our responses to your specifications.

## **OUR PROPOSED SOLUTION FOR WARWICK**

Axon is proposing a solution comprised of the following components.

- ▶ Axon Body 3 Cameras, mounts and necessary docking stations
- ▶ Axon Evidence DEMS
- ▶ Axon Mobile Applications
- ▶ Implementation and Training
- ▶ Ongoing Maintenance and Support
- ▶ Continued access to online training and help

## **AXON BODY 3 - SEE TRUTH IN THE MOMENT**

Axon Body 3 isn't just a camera: it's a rugged communications beacon front and center on every call. Featuring enhanced low-light performance, reduced motion blur, and an LTE connection that enables real-time features like livestreaming, Axon Body 3 provides officers with more support in the moment.

Advanced audio algorithms designed to capture and prioritize certain sounds in any environment, combined with advanced imaging capabilities, result in better audio and video evidence wherever you are.



Axon Body 3

## A SMARTER, HARDER-WORKING DEMS

Axon Evidence is at the core of Axon's network, and with its easy-to-use interface, managing and storing your data can happen all in one place. With robust cases functionality, redaction capabilities, intuitive sharing workflows, and a complimentary prosecutor platform, our cloud-based DEMS is packed with features that will only improve over time.



## DEDICATION TO CUSTOMER SUCCESS

Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Warwick with post-sales and post-deployment support.

Whether that be troubleshooting assistance, technical support, or help with exchanging and returning equipment, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Warwick the support you should expect from a service provider. This support includes:

- ▶ Notifying customers of important operating system/firmware and hardware updates, identifying bugs, and addressing general issues
- ▶ Fulfilling hardware refreshes and deployment of new equipment
- ▶ Conducting quarterly business reviews with customers
- ▶ Identifying important customer feature requests

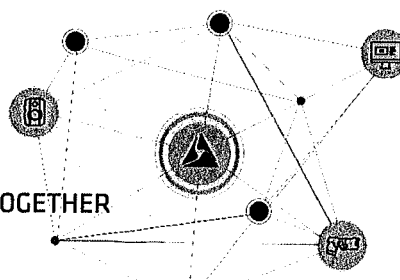
Our goal is to provide Warwick with the necessary assistance to help make the most of the solutions you count on every day.

## JOINING FORCES THROUGH AXON'S ECOSYSTEM

We've long made the priorities of law enforcement our own, and your challenges ours to solve. When you partner with Axon, you're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of the Axon Ecosystem made up of connected devices and apps, Warwick can better position itself to protect fellow officers and the communities you serve.

Our mission to protect life and truth in the field, at the station, and in the courtroom is unwavering, and we are prepared to join forces with you, to keep your officers and community safe.

**AXON ECOSYSTEM**  
BRINGING PEOPLE, DEVICES, AND APPLICATIONS TOGETHER



# RESPONSE TO SPECIFICATIONS

Due to the RFP's instruction for a 10-page limit on proposals, we have condensed our responses in order to stay within this limit.

## **BODY CAMERA HARDWARE SPECIFICATIONS**

### **64GB or higher of internal storage memory per body camera**

Yes - the Axon Body 3 cameras offer 64GB of internal, non-removable storage.

### **H.264 or H.265 recording. MP4 is not acceptable**

Yes - Axon cameras conform to the MPEG-4 Part 2 video compression format, which utilizes an MP4 container and the H.264 compression standard.

### **1080p or 720p recording options, configurable**

Yes - The Axon Body 3 cameras offer both 1080p and 720p recording options. These resolution settings are configurable.

### **Silent/Stealth mode**

Yes - the Axon Body 3 cameras offer a Stealth mode

### **Dual Microphones**

Yes - The camera is the recording device for both video and audio, with four (4) built-in microphones on different planes of the camera.

### **IP-67 or higher rating**

Yes - The Axon Body 3 has an IP-67 rating.

### **GPS capable**

Yes - the Axon Body 3 has GPS capabilities using two technologies to provide you with advanced location positions, as detailed below.

The Axon Body 3 camera has an embedded Global Positioning System (GPS) chip that sources location data from the device, similar to a cell phone, and uses two technologies to determine camera location: Global Navigation Satellite System (GNSS) and Wi-Fi Positioning System (WPS).

## **GLOBAL NAVIGATION SATELLITE SYSTEM**

GNSS refers to a constellation of satellites orbiting over the earth's surface and continuously transmitting signals that enable devices to triangulate location based on signal strength and time. The United States' GPS is the most popular, and as a result, GNSS is often just referred to as "GPS".

When an Axon Body 3 camera is recording, the device's GNSS receiver will communicate with orbiting satellites to determine approximate location. The Axon Body 3 camera determines position in the same manner as your smartphone or in-car navigation.

## WI-FI POSITIONING SYSTEM

The second location technology Axon Body 3 utilizes is Wi-Fi positioning. Wi-Fi positioning uses Wi-Fi access points to determine a location based on Wi-Fi signal strength.

Wi-Fi positioning offers several benefits, including:

- ▶ **REDUCED TIME-TO-FIRST FIX** – Under most circumstances, Wi-Fi positioning should provide a position fix in less than three seconds. However, this may be longer in very rural locations or if the Axon Body 3 is traveling at a high speed. Wi-Fi positioning assists the device's GNSS by giving the device an initial starting location for faster satellite acquisition.
- ▶ **INDOOR LOCATION** – Wi-Fi positioning enables the camera to get a position fix in most indoor locations because the technology does not require satellite signals.

### **Lithium-ion battery, 3500mAh or larger capacity**

The Axon Body 3 has an internal, rechargeable, lithium-ion polymer battery with a 3440 mAh capacity.

### **Video prebuffer, capable of up to 90 seconds. Configurable in 30 second increments, with and without audio, including no prebuffer.**

Yes – with the Axon Body 3 camera, you will have the ability to prebuffer up to 120 seconds. This setting is configurable in 30 second increments, with and without audio. Additionally, this setting can be turned off altogether with no prebuffer included if that

### **Ability to active camera via sensor technology**

Yes – The Axon Body 3 solution is capable of activating the cameras via sensor technology. This is accomplished through the Axon Signal technology. Given there was not an itemized line item for this service, it has not been included as part of the listed costs. However, if Town of Warwick would like this added to their program, Axon would be happy to add it to our offered proposal.

## DOCKING REQUIREMENTS

### **Docks that offload video without any officer interaction at end of shift other than docking the camera. USB docks that are required to be connected to a windows computer are not acceptable.**

Yes – with Axon's solution, you would have docks that offload video without any officer interaction at the end of shift other than docking the camera. Additionally, Axon Docks will update the cameras with any available firmware updates while offloading data and recharging the camera's batteries.

## SOFTWARE REQUIREMENTS

### **Ability to interface with Milestone Xprotect Recording System, and allow video playback in Milestone Xprotect.**

Yes – Axon has integrated with Milestone Xprotect on other projects. Our teams would need further discussion with your agency to determine exact scope and understanding of requirements in order to provide any necessary pricing or functionality requirements.

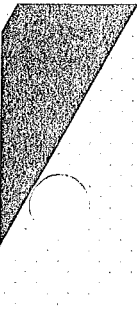
### **Ability to have body camera footage stored locally, onsite. Exclusively cloud based storage is not acceptable.**

Per our vendor question submitted, Axon is requesting consideration of our cloud-based solution for multiple beneficial reasons to the Town of Warwick and your officers. Additionally, as we discussed, if you still prefer to migrate your captured videos and data to the local, on-premise system of your choice, this can be accomplished with our solution.

First, we would like to highlight some of the key features you will benefit from by utilizing our solution vs. an on-premise only system:

- ▶ **FLEXIBILITY AND SCALABLE STORAGE** – Computing power and data storage will scale for you automatically, unlike local solutions that would require the Town of Warwick to predict storage demands ahead of time, which can lead to extra spending and the depletion of valuable resources to maintain storage for future growth. Essentially, our solution enables the greatest degree of flexibility by allowing you to address your operational needs without significant investments in more storage infrastructure and additional IT personnel to manage your local storage system. Therefore, as needs and timelines scale, our cloud solution evolves with you.
- ▶ **EASY TO SHARE** – With our solution, your evidence can be easily and securely shared with stakeholders through the use of the internet, thus replacing the need for more manual processes. This is highly secured with data encryption and security, keeping your data safe.
- ▶ **AUTOMATIC UPGRADES** – As a true Software as a Service (SaaS), Axon Evidence is continuously being improved with new features. Axon releases monthly upgrades developed to improve functionality and security. Upgrades are pushed automatically with no added effort or cost needed from your agency. Essentially, our solution enables you to stay on the cutting edge of law enforcement technology. When new tools are available, you'll receive them automatically without the need to manually download anything to multiple workstations – further ensuring everyone has instant access to these updates when they're released. The operating system in our cameras and the software backend of Axon Evidence are both updated on a regular cadence, ensuring you always have the newest tools and features at the ready.
- ▶ **NO SINGLE POINT OF FAILURE** – A robust and automated disaster recovery plan paired with multiple storage sites across separate geographical locations help keep your evidence secure and available.



- 
- ▶ **ACCESSIBLE** – Axon Evidence offers accessibility from devices with an internet connection and a standard browser (subject to IP restrictions dictated by the agency). This gives users the flexibility to access Axon Evidence whether in the field or at the office. Essentially, our cloud solution connects your users, whether they're in the field, at the station, or in the courtroom.
  - ▶ **SECURE** – Security is constantly reviewed, maintained, and upgraded. Both Axon and Microsoft leverage investments and resources to remain compliant with the world's most rigorous standards. Essentially, our cloud solution provides the highest level of industrial-grade security today and will continue to do so in the future. With this in mind, the Town of Warwick will no longer have to allocate your precious resources to research and understand the nature of new security threats as they emerge. Instead, you can entrust this to Axon's team of experts, as they work around the clock to eliminate and prevent future threats, ensuring your data is safe.

## **MIGRATING DATA TO LOCAL SYSTEM**

At the end of your officers' shift, they simply dock their cameras and walk away. The Axon body cameras will securely upload all their captured recordings to the Axon Evidence cloud solution. At the completion of the upload, the evidence is accessible via the Axon Evidence platform and can be downloaded to local network storage using Axon Evidence RESTful APIs.

## **TOWN OF WARWICK ROI W/ AXON SOLUTION**

We understand that some on-prem systems can look like a better cost at a high level; but most vendors proposing on-prem systems do not disclose all the information agencies would need to take into consideration when implementing this type of system. Therefore, we would like to present the following information to you on why we provide a cloud solution to our customers.

Below, are the details to consider first-year costs and your total cost of ownership between going with an on-prem system vs. a cloud solution.

### **FIRST-YEAR COSTS**

Year-one costs for the cloud are significantly lower (50-75% lower) than those for on-premise servers. While the gap in total cost of ownership (TCO) closes over the first few years, a cloud system is likely to have a lower TCO over a span of five or ten years. That's because you'll have to devote funds for replacing your on-premise servers every five years.

### **YOUR TOTAL COST OF OWNERSHIP**

Some agencies have seen huge savings from using cloud technology to streamline their evidence-processing workflows. For example, the Anaheim Police Department found that the TCO of Axon cameras and Axon Evidence (Evidence.com)'s TCO amounted to 30% of a disk-based system and 62% of an on-premise server system.

Your decision could also be affected by the way you plan to pay for your system. A cloud-based system is often a better option for those hoping to implement their

system on an operating expense budget. Unlike the cloud, an on-premise system requires a large capital expenditure that will recur every five years.

Below we have provided specific numbers and data that relate to the Town of Warwick's body camera program. These numbers are based on our estimates of your accumulated data and number of cameras requested – however we can modify these numbers to show you in real-time what your estimated costs would be between an on-premise system and a cloud system.

### Build Your Own Data Center

Quantity	Item Description	Scalability Variable	Price	Variable	Scalability Considerations
<b>Storage Hardware Costs</b>					
6	Storage Array	Capacity 10000 GB	\$ 72,000	10000	Capacity GB
3	Servers and Racks	20000 GB = 1 Server/Rack	\$ 15,000	20000	GB = 1 Server/Rack
1	Network Switch	3 Servers = 1 Network Switch	\$ 1,900	75000	GB = 1 Network Switch
	Hardware Maintenance	20% Hardware List Price	\$ 14,400	20%	% of SAN List Price
<b>Environmental Costs</b>					
1	Facilities Space	Server Racks/4	\$ 900	4	x # of Server Racks
1	Power & Cooling	Server Racks/4	\$ 800	4	x # of Server Racks
<b>Software Costs</b>					
3	DEM OS License	1 per server	\$ 75,000	\$ 25,000	Cost per license
1	SQL Server	Based on transactions	\$ 1,110		
<b>Staffing Costs</b>					
1	Man Year IT Integration		\$ 100,000	250	Users per IT staff member \$ 100,000 Staff Cost
1	Full Time IT Support Staff		\$ 50,000	250	Users per IT staff member \$ 50,000 Staff Cost
<b>Evidence Sharing Costs</b>					
	# of Videos Shared		1725	1%	Videos Shared
	Officer Time Finding Evidence	\$ 21,563	\$ 50	50	Fully Burdened Officer Rate 15 Minutes
	Officer Transportation of Evidence	\$ 35,938	\$ 50	50	Fully Burdened Officer Rate 5 Minutes Per Mile
	Fuel Cost of Transportation	\$ 4,744		5 Miles Per Courier	\$0.55 Per Mile
<b>Summary</b>					
	Storage Hardware Costs	\$ 103,300			
	Environmental Costs	\$ 1,700			
	Software Costs	\$ 76,110			
	Staffing Costs	\$ 150,000			
	Evidence Sharing Costs	\$ 62,244			
	<b>Total In-House Data Center Cost</b>	<b>\$ 393,354</b>			
	Reoccurring Yearly Costs	\$ 303,344			

Ability to set body camera settings from a central interface. Having to connect each body camera individually to set/change configuration is not acceptable. Settings to be centrally controlled and should include, but not limited to:

- Prebuffer length and audio capture
- Restrict officer ability to disable audio recording once body camera is activated
- Single or double press to start recording.
- Assign a camera to a specific officer from a central interface.
- Ability to set different settings for different groups (i.e., Patrol, Sergeants, Detectives, etc.). Minimum of 4 different settings groups required.

Yes – with the Axon Body 3 solution, your administrators can control the body camera settings from our central interface, Axon Evidence. These include a number of camera settings such as video quality, audio settings, watermarks, prebuffering, stealth mode, upload settings, location settings, etc. However, to address your specific items in this requirement:

- ▶ Pre-Event Buffer Settings: Yes, the pre-event buffer length and audio capture can be modified up to 120 seconds, in 30 second increments.
- ▶ Disable Mute Functionality: Yes, your administrators can select whether or not users are able to mute the audio or not during recordings.
- ▶ Camera Assignment: Yes, camera can be assigned through the Axon Evidence
- ▶ Group Settings: Camera settings can be managed at an agency-wide level or by individual device. Axon Evidence does not support camera settings based on specific user groups at this time.
- ▶ Double-Press Recording Activation: By design and based on extensive feedback from agencies, Axon body-worn cameras require deliberate activation through the use of the Event button. To prevent inadvertent recording activations, the Event button must be depressed twice. This double-press action ensures recordings are not started accidentally during sensitive moments.

## WARRANTY REQUIREMENTS

**Body cameras, docks and any system controllers must have a minimum three (3) year warranty.**

Yes – the Axon Body 3 cameras, docks and hardware will come with a minimum of three warranty; however, we can also offer 5-year warranties as well.

- ▶ **STANDARD WARRANTY:** Axon warrants that our law enforcement hardware products are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty.
- ▶ **EXTENDED WARRANTY:** There are extended warranties available that cover the hardware for three years total (one-year manufacturer's warranty plus two years extended).
- ▶ **SOFTWARE UPDATES:** The latest product features and enhancements are included as part of your investment in Axon Evidence. Software is updated regularly throughout the year, and these updates are included in the price of your software licenses.
  - ▶ Additional product features, enhancements, or upgrades that Axon advertises as separate add-on products may not be included

### HARDWARE REFRESH INCLUDED

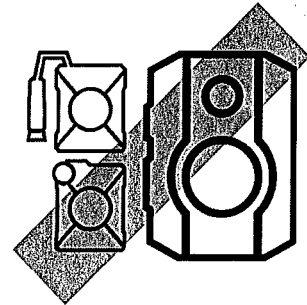
Another benefit that Axon is providing the Town of Warwick, is the Axon Technology Assurance Plan (TAP) for its Axon body-worn camera program, which includes Axon's Extended Warranty for the full contract term, spare cameras, and a full camera refresh at the end of the term for the hardware purchased at the beginning of the contract (body cameras and docking stations).

**Any clips or uniform mounts must have a minimum one (1) year warranty.**

Yes – please see our warranty language above for the standard 1-year warranty.

## AXON REFERENCES

Since 2012, Axon has developed and manufactured multiple generations of body-worn cameras—including Axon Flex 2, Axon Body 2, and Axon Body 3—and currently supports more than 560,000 registered body-worn cameras worldwide. During this time, our engineers and product managers have expanded our product lines to include first-person point of view cameras designed to imitate the human eye, as well as devices equipped with real-time awareness capabilities such as access to livestreams and real-time officer location and alerts.



The Axon platform of connected video recording, cloud, and mobile technologies is built around Axon Evidence, a scalable, cloud-based system that centralizes all types of digital files. Axon Evidence has been operating at scale since 2009.

### REFERENCES

1. Reference Organization Name: Tarrytown Police Department

Address: 1 Depot Plaza, Tarrytown, NY, 10591

contact name: Joseph Barosa

phone number: (914) 631-5546

number of cameras in use: 34

Approx years using the equipment provided: 1 year

2. Reference Organization Name Irvington Police Department

Address: 85 Main St, Irvington, NY, 10533

contact name: Frank Pignatelli

phone number: (914) 591-8080

number of cameras in use: 25

Approx years using the equipment provided: 1 year

3. Reference Organization Name: Town of Crawford

Address: 121 State Route 302, Pine Bush, NY, 12566

contact name: Dominick Blasko

phone number: (845) 744-3300

number of cameras in use: 26

Approx years using the equipment provided: 1 year

AXON

**Request for Proposals (RFP)**  
**for**  
**Police Body Worn Camera Systems**  
**For the Town of Warwick, New York**  
**Sealed Proposals Due: March 23, 2022 by 2:00 p.m.**

The Town of Warwick, New York is soliciting proposals from qualified companies to provide the Warwick Town Police Department ("the Department") with the following equipment:

- Forty-six (46) new police body worn cameras;
- Forty-six (46) new camera station licenses;
- Six (6) eight port new docking stations;
- Two (2) new system controllers
- Forty-six (46) Magnetic Body Cam Mounts
- Forty-six (46) Clip Body Cam Mounts

The Department is seeking the aforementioned equipment after determining that these units best suit its need for public safety use at this time.

Additional warranties, as more fully discussed below, are being sought through this request for proposals as well.

No services related to video storage, management, retrieval, or sharing are being sought through this request for proposals.

**Section I: Goals and Objectives**

The intent of this request for proposals is to acquire body worn video cameras and equipment noted above for public safety use by all Town police officers. The Department wishes to purchase body worn video cameras and equipment that offer ease of use, functionality, recording and storage capabilities.

All bids must include a minimum three (3) year warranty for the body worn cameras themselves, the docking stations, and the system controllers, as well as a minimum one (1) year warranty on any clips or uniform mounts for the body worn cameras.

All proposals submitted must address the key components discussed in the Bid Specifications section.

**Section II: General conditions and terms**

Issuance of a Notice of Award, pursuant to this RFP, shall represent the Town's acceptance of the applicable bidder's offer in response to same, thus creating a legally binding contract between the Town and such bidder.

## DESIGNATED CONTACTS

All questions shall be submitted in writing via email to the following procurement contacts: [jrader@townofwarwick.org](mailto:jrader@townofwarwick.org). Substantive questions will be responded to, via written Addendum, by close of business on March 18, 2022. All substantive questions and answers will be shared, via written Addendum, with all prospective bidders who have properly requested receipt of the Request for Proposals.

## REFERENCES

The Town reserves the right to check any reference, regardless of the source of the reference information.

## COMMUNICATION WITH STAFF

From the date the RFP is issued until a contract is executed, communication regarding this project between potential bidders and individuals employed by the Town is prohibited. Only written communication with the procurement contact, as listed above, is permitted.

The following exceptions to this restriction are permitted:

- Contacts made pursuant to any pre-existing contracts or obligations; and/or
- Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the Town.

## PROPRIETARY INFORMATION

All information and data contained in the proposal shall become property of the Town and become public information upon receipt by the Town.

### **Section III: INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

The proposal submitted should not exceed 10 pages. Other attachments may be included with no guarantee of review.

The Potential Vendor shall provide two printed copies for submission. The name of the Potential Vendor firm and **Project Title: Town of Warwick Police Department Body Worn Camera System** shall be indicated on the proposal.

Proposals shall be signed by an authorized representative of the bidder. All information requested must be submitted. Failure to submit all information requested may result in the Town requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the equipment and price offered to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotional materials are not required or desired.

All proposals must be submitted in a sealed envelope, plainly marked with the name and address of the Potential Vendor and the RFP Title. No responsibility will attach to the Town or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified.

Sealed submittals shall be delivered to the following addressee on or before 2:00 PM on March 23, 2022, to:

Ms. Eileen Astorino, Town Clerk  
Town of Warwick  
146 Kings Highway  
Warwick, NY 10990

In general, late submissions will not be accepted, unless the Town determines, in accordance with the applicable law, that such submissions should be accepted in the best interest of the Town.

#### **STATEMENT OF NO SEXUAL HARRASSMENT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Labor Law § 201-g.

#### **STATEMENT OF NON-INVESTMENT/IRANIAN ENERGY SECTOR**

Each bid must be accompanied by a fully executed Statement of Non-Investment/Iranian Energy Sector Statement, which is annexed hereto.

#### **STATEMENT OF NON-COLLUSION**

Each bid must be accompanied by a fully executed Non-Collusion Form, which is annexed hereto.

#### **Section IV: BID SPECIFICATIONS**

All bids must include a guaranty to supply the following equipment to the Town of Warwick Police Department **within forty-five (45) days of bid award**, all of which, taken together, will meet the specifications and requirements listed below. All bidders shall fill out and submit the attached BID SHEET, setting forth their proposed contract price for the equipment and specifications listed below:

- Forty-six (46) new police body worn cameras;
- Forty-six (46) new camera station licenses;
- Six (6) new docking stations; and
- Two (2) new system controller
- Forty-six (46) Body Cam Mounts
- Forty-six (46) Clip Body Cam Mounts



In acquiring the above equipment, please note the following minimum requirements:

**Body Camera Hardware Specifications Requirements:**

- e 64GB or higher of internal storage memory per body camera
- H.264 or H.265 recording. MP4 is not acceptable
- 1080p or 720p recording options, configurable
- Silent/Stealth mode
- Dual Microphones
- IP-67 or higher rating
- GPS capable
- Lithium-ion battery, 3500mAh or larger capacity
- Video prebuffer, capable of up to 90 seconds. Configurable in 30 second increments, with and without audio, including no prebuffer.
- Ability to activate camera via sensor technology

**Docking requirements:**

- Docks that offload video without any officer interaction at end of shift other than docking the camera. USB docks that are required to be connected to a windows computer are not acceptable.

**Software Requirements:**

- Ability to interface with Milestone Xprotect Recording System, and allow video playback in Milestone Xprotect.
- Ability to have body camera footage stored locally, onsite. Exclusively cloud based storage is not acceptable.
- Ability to set body camera settings from a central interface. Having to connect each body camera individually to set/change configuration is not acceptable. Settings to be centrally controlled and should include, but not limited to:
  - o Prebuffer length and audio capture
  - o Restrict officer ability to disable audio recording once body camera is activated
  - o Single or double press to start recording.
  - o Assign a camera to a specific officer from a central interface.
  - o Ability to set different settings for different groups (i.e., Patrol, Sergeants, Detectives, etc.). Minimum of 4 different settings groups required.

**Warranty Requirements:**

- Body cameras, docks and any system controllers must have a minimum three (3) year warranty.
- Any clips or uniform mounts must have a minimum one (1) year warranty.

**Experience & References:** All bidders must provide a list of at least three (3) references where similar equipment has been provided. References must include organization name, address, contact name, phone number, number of cameras in use, and approximate number of years each has been using the equipment provided.

#### **Section V: EVALUATION OF PROPOSAL**

Proposals will be reviewed by the Town of Warwick Police Committee and the Warwick Police Department. The contract will be awarded to the vendor whose proposal the Town determines, in its sole discretion, meets the provisions set forth in General Municipal Law §103.

#### **Section VI: WITHDRAWAL OF PROPOSAL**

Bidders may only request withdrawal of a submitted sealed proposal prior to the scheduled bid opening, provided the request for withdrawal is submitted in person and in writing to the Town Clerk. If a bidder wishes to re-submit a proposal before the time of the bid opening, it must be received by the Town Clerk office prior to the time of the bid opening and in accordance with the requirements of the RFP.

#### **Section VII: REJECTION OF PROPOSAL**

The Town reserves the right to reject any and all proposals received by reason of this request.

#### **Section VIII: MISCELLANEOUS PROVISIONS**

**Governing Law:** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**Late Payment:** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**No Arbitration:** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Vendor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Vendor must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**APPENDIX A**

**STATEMENT OF NON-INVESTMENT - IRANIAN ENERGY SECTOR**

Pursuant to Section 103-g of the General Municipal Law of the State of New York; the undersigned, in connection with the annexed bid of the Town of Warwick, does hereby affirm under penalty of perjury as follows:

By submission of this bid or proposal, for the following project:

**REQUEST FOR PROPOSALS (RFP) FOR POLICE BODY WORN CAMERA SYSTEMS FOR TOWN OF WARWICK, NEW YORK**

A. Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

B. The person signing this bid or proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing on its behalf.

C. The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

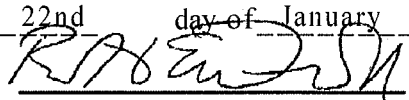
Resolved that Josh Isner (Chief Revenue Officer), be authorized to sign and submit the bid or proposal of this corporation for the following project:

**REQUEST FOR PROPOSALS (RFP) FOR POLICE BODY WORN CAMERA SYSTEMS FOR TOWN OF WARWICK, NEW YORK**

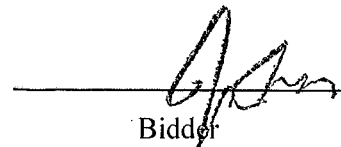
And to include in such bid or proposal the statement of non-investment in the Iranian Energy Sector required by GML Section 103-g, as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Axon Enterprise, Inc. corporation at a meeting of its Board of Directors held

on the 22nd day of January, 2021 2022.



Asst. Secretary

  
Bidder

Date: 3/22/2022

THIS FORM MUST BE COMPLETED BY BIDDER

## BID SHEET

The undersigned, as bidder, acknowledges that the entire Request for Proposals and the specifications discussed therein has been carefully examined and that the below proposal, if accepted, shall constitute a legally binding contract with the Town of Warwick whereby the bidder agrees to provide the following equipment and specified warranties for the total price noted below:

<u>Equipment/ Licenses/ Warranties:</u>	<u>Unit price (if applicable)</u>
Forty-six (46) new police body worn cameras	\$ 699 _____
Forty-six (46) new camera station licenses	Pro License: \$39/month \$ Basic License: \$15/month _____
Six (6) <del>Four (4)</del> new docking stations	\$ 1,495 _____
One (1) new system controllers	\$ Not Applicable \$ _____
Forty-six (46) Magnetic Body Cam Mounts	\$ 0 - included in camera price _____
Forty-six (46) Clip Body Cam Mounts	\$ 31.30 _____
Minimum three (3) year warranty for body cameras, docks and any system controllers	Camera: \$512.79 Dock: \$489.62 \$ _____
Minimum one (1) year warranty for any clips or uniform mounts	\$ 0 - included in price \$ _____
One Hundred Forty-Five Thousand, One Hundred & Sixty- Seven Dollars & Forty-Eight Cents	\$ 145,167.48
<b>Total Bid (Written amount in dollars &amp; cents)</b>	<b>(Total Bid) (in numbers) _____</b>

\*\*Please note the total bid amount listed above reflects a full 3-year warranty, support and maintenance program for (46) Axon Body 3 cameras and associated equipment (mounts, docking stations, user licenses to the software system). Furthermore, the total amount also includes one (1) full hardware refresh at the end of the three year term. What this means - at the end of the three year period, Axon will provide the Town of Warwick with a full refresh of new cameras and docking station hardware so you have brand new equipment at the end of the warranty term to last you another few years.

Additionally - Should the Town of Warwick like to consider a full 5-year warranty term with the same inclusions listed above (warranty, support, maintenance, and the full hardware refresh), we can offer this 5-year term for a total of \$153,285.48.

**NON-COLLUSION FORM**

Pursuant to Section 103-d of the General Municipal Law of the State of New York; the undersigned in connection with the annexed bid of the Town of Warwick does hereby affirm under penalty of perjury as follows:

- A. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposal for this project, to any other bidder, competitor or potential competitor.
- C. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal:
- D. The person signing this bid or proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.
- E. The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Resolved that Josh Isner (Chief Revenue Officer), be authorized to sign and submit the bid of this corporation for t e following project:

**REQUEST FOR PROPOSALS (RFP) FOR  
POLICE BODY WORN CAMERA SYSTEMS  
FOR TOWN OF WARWICK, NEW YORK**

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three - d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Axon Enterprise, Inc. corporation at a meeting of its Board of Directors held on the 22nd day of January, 2021.

[Signature]  
Asst. Secretary

[Signature]  
Bidder

Date: 3/22/2022

THIS FORM MUST BE COMPLETED BY BIDDER

**TIME OF DELIVERY AND INSTALLATION:**

The bidder shall provide a guaranteed delivery date, from Notice of Award, the maximum allowable being forty-five (45)

45 days to deliver from Notice of Award

Date of proposal: March 21, 2022

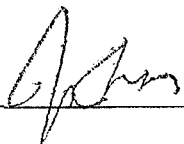
Company name: Axon Enterprise, Inc.

Address: 17800 N. 85th Street, Scottsdale AZ 85255

Telephone: 800.978.2737

Email: contracts@axon.com

Josh Isner  
Print name of authorized company signatory

  
Signature

# **Hudson Valley Computer Guys Bodyworn.io**

## **Proposal for Town of Warwick, New York Axis Body Worn Camera System**

### **Project Title: Town of Warwick Police Department Body Worn Camera System**

Hudson Valley Computer Guys/Bodyworn.io is proud to present this bid for the Town of Warwick Police Department for the Axis Police Body Worn System. The bid price includes installation and training.

Per the bid request we have not provided the brochures for the equipment listed, however they can be provided upon request. The specifications of the equipment directly meets all of the requirements.

#### **(3) References Based on Bid Requirements:**

Town of New Windsor Police (50 cameras): 1 year + of use  
Chief Robert Doss, (845) 563-4637, 555 Union Ave, New Windsor NY

Town of Newburgh Police (52 cameras): 1 year + of use  
Sergeant Mathew Nadolny, (845) 564-1100, 300 Gardnertown Rd, Newburgh NY

Village of Cornwall on Hudson (6 cameras): 6 months of use  
Chief Steve Dixon, (845) 534-4200, 325 Main St, Cornwall on Hudson NY

**APPENDIX A**

**STATEMENT OF NON-INVESTMENT - IRANIAN ENERGY SECTOR**

Pursuant to Section 103-g of the General Municipal Law of the State of New York; the undersigned, in connection with the annexed bid of the Town of Warwick, does hereby affirm under penalty of perjury as follows:

By submission of this bid or proposal, for the following project:

**REQUEST FOR PROPOSALS (RFP) FOR POLICE BODY WORN CAMERA SYSTEMS FOR TOWN OF WARWICK, NEW YORK**

A. Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

B. The person signing this bid or proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing on its behalf.

C. The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Resolved that Patrick Mangano, be authorized to sign and submit the bid or proposal of this corporation for the following project:


**REQUEST FOR PROPOSALS (RFP) FOR POLICE BODY WORN CAMERA SYSTEMS FOR TOWN OF WARWICK, NEW YORK**

And to include in such bid or proposal the statement of non-investment in the Iranian Energy Sector required by GML Section 103-g, as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ corporation at a meeting of its Board of Directors held

on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary

  
Bidder

Date: 3-21-22

THIS FORM MUST BE COMPLETED BY BIDDER



### BID SHEET

The undersigned, as bidder, acknowledges that the entire Request for Proposals and the specifications discussed therein has been carefully examined and that the below proposal, if accepted, shall constitute a legally binding contract with the Town of Warwick whereby the bidder agrees to provide the following equipment and specified warranties for the total price noted below:

**Equipment / Licenses / Warranties:**

**Unit price (if applicable)**

Forty-six (46) new police body worn cameras

\$ 598<sup>00</sup>

Forty-six (46) new camera station licenses

\$ 74<sup>00</sup>

~~Four (4)~~ <sup>Six (6)</sup> new docking stations

\$ 509<sup>00</sup>

~~One (1)~~ <sup>Two (2)</sup> new system controllers

\$ 989<sup>00</sup>

Forty-six (46) Magnetic Body Cam Mounts

\$ 65<sup>00</sup>

Forty-six (46) Clip Body Cam Mounts

\$ 0 (included)

Minimum three (3) year warranty for body cameras, docks and any system controllers

\$ 0 (included)

Minimum one (1) year warranty for any clips or uniform mounts

\$ 0 (included)

Thirty Five Thousand and Nine hundred ninety  
Total Bid (Written amount in dollars & cents) <sup>four dollars</sup>

\$ 35,994<sup>00</sup>  
(Total Bid) (in numbers)

**NON-COLLUSION FORM**

Pursuant to Section 103-d of the General Municipal Law of the State of New York; the undersigned in connection with the annexed bid of the Town of Warwick does hereby affirm under penalty of perjury as follows:

- A. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposal for this project, to any other bidder, competitor or potential competitor.
- C. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal:
- D. The person signing this bid or proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.
- E. The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Resolved that Patrick Mangan, be authorized to sign and submit the bid of this corporation for the following project:

**REQUEST FOR PROPOSALS (RFP) FOR  
POLICE BODY WORN CAMERA SYSTEMS  
FOR TOWN OF WARWICK, NEW YORK**

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three – d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Secretary

[Signature]  
Bidder

Date: 3-21-22

**THIS FORM MUST BE COMPLETED BY BIDDER**

**TIME OF DELIVERY AND INSTALLATION:**

The bidder shall provide a guaranteed delivery date, from Notice of Award, the maximum allowable being forty-five (45)

30 days to deliver from Notice of Award

Date of proposal: 3-21-22


Company name: Hudson Valley Computer Guys / Body Worm.io

Address: 34 Knox Dr. New Windsor, NY 12553

Telephone: 833-300-CAMS or 845-742-3871

Email: patrick@hvcomputerguys.com

Patrick Mangan / owner  
Print name of authorized company signatory

  
Signature

# ESTIMATE

Grand Total (USD)  
**\$35,944.00**

BILL TO  
**Town of Warwick Police**  
John Rader

jrader@townofwarwickpd.org

**Estimate Number:** 1063

**Estimate Date:** March 21, 2022

**Expires On:** April 20, 2022

ITEMS	QUANTITY	PRICE	AMOUNT
<b>Axis_W100</b> Axis W100 Body Worn Camera - 1080p Recording - 64gb Memory - 12+ hour battery life - Alligator Clip Retail: \$649.99 - Axis 3 year warranty  Retail: \$649.99 per camera	46	\$598.00	\$27,508.00
<b>Axis_W701</b> Axis 8 Port Charging/Data Offload Dock - Simultaneous Charging/Offloading - Axis 3 year warranty Retail: \$549.99 per dock	6	\$509.00	\$3,054.00
<b>Axis_W800</b> Axis W800 System Controller - Controls up to 40 cameras - Axis 3 year warranty Retail: \$1,099.99 per controller	2	\$989.00	\$1,978.00
<b>Axis_CameraStation</b> Axis Camera Station - 1 Device License  Retail: \$79.99	46	\$74.00	\$3,404.00

**Hudson Valley Computer Guys / Bodyworn.io**  
34 Knox Drive  
New Windsor, New York 12553  
United States

**Contact Information**  
Phone: 833-Bod-Cams  
Mobile: (845) 742-3871  
bodyworn.io

# ESTIMATE

Grand Total (USD)  
**\$35,944.00**

ITEMS	QUANTITY	PRICE	AMOUNT
<b>Priority_Support</b> Bodyworn.io Priority Support - Same day RMA on defective cameras. Bodyworn.io maintains stock of cameras and if Axis or we determine a camera defective a new one will be provided within 1 business day. Remote support for help with firmware updates, Axis Camera Station updates, and software questions.  Support also available directly from Axis in addition to us.	46	\$39.00	\$1,794.00
<b>Priority_Support</b> Year 1 included at no charge	46	(\$39.00)	(\$1,794.00)
		<b>Total:</b>	\$35,944.00
		<b>Grand Total (USD):</b>	<b>\$35,944.00</b>

**Hudson Valley Computer Guys / Bodyworn.io**  
34 Knox Drive  
New Windsor, New York 12553  
United States

**Contact Information**  
Phone: 833-Bod-Cams  
Mobile: (845) 742-3871  
bodyworn.io

# Hudson Valley Computer Guys Bodyworn.io

## Proposal for Town of Warwick, New York Axis Body Worn Camera System

### Project Title: Town of Warwick Police Department Body Worn Camera System

Hudson Valley Computer Guys/Bodyworn.io is proud to present this bid for the Town of Warwick Police Department for the Axis Police Body Worn System. The bid price includes installation and training.

Per the bid request we have not provided the brochures for the equipment listed, however they can be provided upon request. The specifications of the equipment directly meets all of the requirements.

#### **(3) References Based on Bid Requirements:**

Town of New Windsor Police (50 cameras): 1 year + of use  
Chief Robert Doss, (845) 563-4637, 555 Union Ave, New Windsor NY

Town of Newburgh Police (52 cameras): 1 year + of use  
Sergeant Mathew Nadolny, (845) 564-1100, 300 Gardnertown Rd, Newburgh NY

Village of Cornwall on Hudson (6 cameras): 6 months of use  
Chief Steve Dixon, (845) 534-4200, 325 Main St, Cornwall on Hudson NY

**APPENDIX A**

**STATEMENT OF NON-INVESTMENT - IRANIAN ENERGY SECTOR**

Pursuant to Section 103-g of the General Municipal Law of the State of New York; the undersigned, in connection with the annexed bid of the Town of Warwick, does hereby affirm under penalty of perjury as follows:

By submission of this bid or proposal, for the following project:

**REQUEST FOR PROPOSALS (RFP) FOR POLICE BODY WORN CAMERA SYSTEMS FOR TOWN OF WARWICK, NEW YORK**

A. Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

B. The person signing this bid or proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing on its behalf.

C. The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

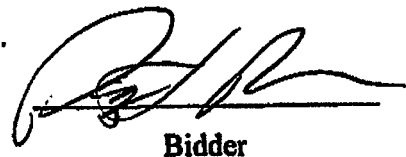
Resolved that Patrick Mangen, be authorized to sign and submit the bid or proposal of this corporation for the following project:

**REQUEST FOR PROPOSALS (RFP) FOR POLICE BODY WORN CAMERA SYSTEMS FOR TOWN OF WARWICK, NEW YORK**

And to include in such bid or proposal the statement of non-investment in the Iranian Energy Sector required by GML Section 103-g, as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary

  
Bidder

Date: 3-21-22

**THIS FORM MUST BE COMPLETED BY BIDDER**

**BID SHEET**

The undersigned, as bidder, acknowledges that the entire Request for Proposals and the specifications discussed therein has been carefully examined and that the below proposal, if accepted, shall constitute a legally binding contract with the Town of Warwick whereby the bidder agrees to provide the following equipment and specified warranties for the total price noted below:

**Equipment / Licenses / Warranties:**

**Unit price (if applicable)**

Forty-six (46) new police body worn cameras

\$ 598<sup>00</sup>

Forty-six (46) new camera station licenses

\$ 74<sup>00</sup>

~~Four (4)~~ <sup>Six (6)</sup> new docking stations

\$ 509<sup>00</sup>

~~One (1)~~ <sup>Two (2)</sup> new system controllers

\$ 989<sup>00</sup>

Forty-six (46) Magnetic Body Cam Mounts

\$ 65<sup>00</sup>

Forty-six (46) Clip Body Cam Mounts

\$ 0 (included)

Minimum three (3) year warranty for body cameras, docks and any system controllers

\$ 0 (included)

Minimum one (1) year warranty for any clips or uniform mounts

\$ 0 (included)

Thirty Five Thousand and Nine hundred ninety  
Total Bid (Written amount in dollars & cents) *four dollars*

\$ 35,994<sup>00</sup>  
(Total Bid) (in numbers)



**NON-COLLUSION FORM**

Pursuant to Section 103-d of the General Municipal Law of the State of New York; the undersigned in connection with the annexed bid of the Town of Warwick does hereby affirm under penalty of perjury as follows:

- A. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposal for this project, to any other bidder, competitor or potential competitor.
- C. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal:
- D. The person signing this bid or proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.
- E. The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Resolved that Patrick Mangen be authorized to sign and submit the bid of this corporation for the following project:

**REQUEST FOR PROPOSALS (RFP) FOR  
POLICE BODY WORN CAMERA SYSTEMS  
FOR TOWN OF WARWICK, NEW YORK**

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three – d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

  
Bidder

Date: 3-21-22

**THIS FORM MUST BE COMPLETED BY BIDDER**

# ESTIMATE

Grand Total (USD)  
**\$35,944.00**

ITEMS	QUANTITY	PRICE	AMOUNT
<b>Camera-Installation</b> Onsite installation of body camera system onsite, including: - Unboxing of all equipment - Labeling of all cameras with customer provided ID and matching label on dock - Setup of policy for cameras per customer specifications on body worn system controller - Installation of Axis Camera Station software - Update of all equipment to most current firmware	1	\$699.00	\$699.00
<b>Camera-Installation</b> Installation included in price.	1	(\$699.00)	(\$699.00)
<b>Axis_GettingStartedPack</b> Includes: - All network cables needed to connect docks to system controller, and system controller to customer provided network connection. (up to 25' per cable) - Includes initial supply of lens cleaner wipes. - Officer training cards for reminders of daily use after initial training. PDF provided for future copies.	1	\$99.00	\$99.00
<b>Axis_GettingStartedPack</b> Included in price	1	(\$99.00)	(\$99.00)
<b>Camera-Training</b> Onsite training of use of cameras - train the trainer: - Daily officer use of body worn cameras - Training for administration on how to view video, exporting, redaction and all other aspects.  Includes additional remote training through Team Viewer as needed.	1	\$299.00	\$299.00
<b>Camera-Training</b> Included in price	1	(\$299.00)	(\$299.00)

**Hudson Valley Computer Guys / Bodyworn.io**  
34 Knox Drive  
New Windsor, New York 12553  
United States

**Contact Information**  
Phone: 833-Bod-Cams  
Mobile: (845) 742-3871  
bodyworn.io

# ESTIMATE

Grand Total (USD)  
**\$35,944.00**

ITEMS	QUANTITY	PRICE	AMOUNT
<b>Priority_Support</b> Bodyworn.io Priority Support - Same day RMA on defective cameras. Bodyworn.io maintains stock of cameras and if Axis or we determine a camera defective a new one will be provided within 1 business day. Remote support for help with firmware updates, Axis Camera Station updates, and software questions.  Support also available directly from Axis in addition to us.	46	\$39.00	\$1,794.00
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34 Knox Drive  
New Windsor, New York 12553  
United States

**Contact Information**  
Phone: 833-Bod-Cams  
Mobile: (845) 742-3871  
bodyworn.io



Proposal

Town of Warwick, New York

# Police Body Worn Camera Systems

March 23, 2022

## Table of Contents

### Section 1

<b>RFP Response .....</b>	<b>1</b>
<b>1.1 Bid Forms.....</b>	<b>1</b>
<b>1.2 Bid Specifications .....</b>	<b>2</b>
<b>1.3 Experience and References .....</b>	<b>4</b>
<b>1.4 Bid Sheet.....</b>	<b>4</b>
<b>1.5 Payment Terms.....</b>	<b>5</b>
<b>1.6 Terms and Conditions .....</b>	<b>5</b>

Motorola Solutions, Inc.  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-3781  
USA

March 23, 2022

Ms. Eileen Astorino  
Town Clerk Town of Warwick  
146 Kings Highway  
Warwick, NY 10990

**RE: RFP for Police Body Worn Camera Systems For the Town of Warwick, New York**

Dear Ms. Eileen Astorino:

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Town of Warwick, NY quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

Our mission-critical body worn cameras are designed specifically for law enforcement. With a rugged exterior, long battery life and evidence-quality security, they're an essential tool for your corrections officers. V300 cameras have been successfully deployed at many law enforcement agencies across the United States. V300 features continuous operation capabilities to solve the battery life and storage dilemma faced when implementing body-worn cameras.

Motorola Solutions' offer is subject to its response to the Town of Warwick's solicitation, including all clarifications and exceptions, and the terms and conditions of the enclosed Master Customer Agreement, including all Addenda ("MCA"). The proposal remains valid for 180 days.

Any questions regarding this proposal can be directed to:

Tom Boyer

(570) 989-2515

tom.boyer@motorolasolutions.com

Regional Sales Manager

Giles Tipsword

(480) 512-9337

MSSSI Vice President

David Dip

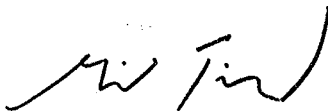
(804) 347-9026

david.dip@motorolasolutions.com

Area Sales Manager

Our goal is to provide the Town of Warwick with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Giles Tipsword

Vice President / Director of Sales, Watchguard

MOTOROLA SOLUTIONS, INC.

## Section 1 RFP Response

### 1.1 Bid Forms

The Bid Forms listed below are included on the following pages.

- Statement of Non-Investment/Iranian Energy Sector
- Statement of Non-Collusion
- Time of Delivery and Installation

**APPENDIX A**

**STATEMENT OF NON-INVESTMENT - IRANIAN ENERGY SECTOR**

Pursuant to Section 103-g of the General Municipal Law of the State of New York; the undersigned, in connection with the annexed bid of the Town of Warwick, does hereby affirm under penalty of perjury as follows:

By submission of this bid or proposal, for the following project:

**REQUEST FOR PROPOSALS (RFP) FOR POLICE BODY WORN CAMERA SYSTEMS FOR TOWN OF WARWICK, NEW YORK**

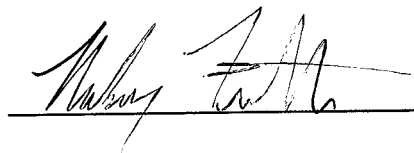
A. Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

B. The person signing this bid or proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing on its behalf.

C. Giles Tipsword, MSSSI Vice President of Motorola Solutions, Inc., is hereby, in the name and on behalf of Motorola Solutions, Inc., is authorized to sign and submit the bid of this corporation for the following project:

**REQUEST FOR PROPOSALS (RFP) FOR POLICE BODY WORN CAMERA SYSTEMS FOR TOWN OF WARWICK, NEW YORK**

And to include in such bid or proposal the statement of non-investment in the Iranian Energy Sector required by GML Section 103-g, as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.



Assistant Corporate Secretary

Motorola Solutions, Inc.

Bidder

Date: 3/18/22

THIS FORM MUST BE COMPLETED BY BIDDER

## NON-COLLUSION FORM

Pursuant to Section 103-d of the General Municipal Law of the State of New York; the undersigned in connection with the annexed bid of the Town of Warwick does hereby affirm under penalty of perjury as follows:

- A. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposal for this project, to any other bidder, competitor or potential competitor.
- C. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal:
- D. The person signing this bid or proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.
- E. Giles Tipsword, MSSSI Vice President of Motorola Solutions, Inc., is hereby, in the name and on behalf of Motorola Solutions, Inc., is authorized to sign and submit the bid of this corporation for the following project:

**REQUEST FOR PROPOSALS (RFP)  
FOR POLICE BODY WORN CAMERA  
SYSTEMS FOR TOWN OF WARWICK,  
NEW YORK**

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three - d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

  
Assistant Corporate Secretary

Motorola Solutions, Inc.  
Bidder

Date: 3/18/22

THIS FORM MUST BE COMPLETED BY BIDDER



**TIME OF DELIVERY AND INSTALLATION:**

~~The bidder shall provide a guaranteed delivery date, from Notice of Award, the maximum allowable being forty-five (45)~~

~~\_\_\_\_\_ days to deliver from Notice of Award~~

Motorola will work with the Customer following Notice of Award to determine a feasible timeline for delivery and installation given global supply chain constraints.

Date of proposal: March 23, 2022

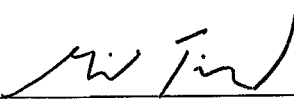
Company name: Motorola Solutions, Inc.

Address: 500 W Monroe Street, Ste 4400, Chicago, IL 60661-3781

Telephone: 847 576 5000

Email: giles.tipsword@motorolasolutions.com

Giles Tipsword, Motorola Solutions Sales and Services Vice President  
Print name of authorized company signatory

  
\_\_\_\_\_  
Signature

## 1.2 Bid Specifications

### Body Camera Hardware Specifications Requirements:

64GB or higher of internal storage memory per body camera

With 128 GB of on-board memory, there is enough data storage in the camera to hold over 24 hours of the highest quality 1080p video, or 46 hours of 720p video.

H.264 or H.265 recording. MP4 is not acceptable

The V300 hardware uses H.264, but is also compatible with H.265. When more video players can accept the H.265 compression, a firmware update can apply the H.265 compression capability.

1080p or 720p recording options, configurable

The V300 sets a new standard for audio and video quality. The image sensor is a 4K, dual-scan HDR backside illuminated CMOS image sensor, and the video is scaled during compression to a 16:9 aspect ratio 1080p resolution image. The V300 can record up to 1080p, but often a customer will use 720p or 480p in order to minimize file size.

Silent/Stealth mode

The V300 can be switched into a tactical covert mode to ensure the camera does not give away an officer's position. Covert mode disables all audible and visual indicators to protect the officer in tactical situations. This covert mode is easily enabled and disabled with a single button hold.

Dual Microphones

The V300 has Dual Microphones for noise reduction.

IP-67 or higher rating

The V300 has an IP-67 rating.

GPS capable

The V300 is GPS capable.

Lithium-ion battery, 3500mAh or larger capacity

The V300 battery type is Lithium Polymer, size 4140 MAh.

Video prebuffer, capable of up to 90seconds. Configurable in 30 second increments, with and without audio, including no prebuffer.

The V300 Pre-event recording can be configured for no pre-event recording, or configured for pre-event recording durations of 15, 30, 60, 90, or 120 seconds.

Ability to active camera via sensor technology

The V300 can be deployed with an optional trigger kit, which will allow the camera to automatically begin recording when any of the following are activated: emergency lights, siren or auxiliary input. When paired with a 4RE in-car camera system, the cameras are in a Multi-Peer group, and include those triggers plus the wireless microphone, vehicle speed and crash detection sensor.

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment the holstered equipment is drawn.

### Docking requirements:

Docks that offload video without any officer interaction at end of shift other than docking the camera. USB docks that are required to be connected to a windows computer are not acceptable.

Incoming officers returning to the station dock the V300 and it automatically begins offloading saved video events at high speed (maximum offload of 300 Mb for an hour of 720p video would be under 10 minutes). Within minutes, the offload completes and the recently docked camera can be attached to another fully charged battery pack and made immediately available to the officer. The inbound battery pack remains charging by itself in the transfer station.

## **Software Requirements:**

Ability to interface with Milestone Xprotect Recording System, and allow video playback in Milestone Xprotect. Video captured on the V300 must be uploaded to Motorola DEMS in order to be accessible. Once the video recordings are securely uploaded, the non-proprietary video files, in MP4 format, can be exported and played on most commercial media players, including Windows Media Player and most web browsers.

We currently have APIs to allow integration with third party CAD and RMS systems to allow searching, tagging, etc. The Body Camera video events can be tied into a CAD system. Our professional service team engages with your CAD vendor to discuss the integration.

Our response is based on the assumption that the vendor we need to do integration with has API's available and is willing to work with us in a timely manner. Additionally, if any issues arise post deployment, we would need Vendor assistance at some point. Aside from customizations of standard system options, customers have the ability to request API customization for CAD and RMS integration.

Ability to have body camera footage stored locally, onsite. Exclusively cloud based storage is not acceptable. Evidence Library is deployed with an on-premise storage system. It is possible to have a hybrid model with an On-Premise storage and the option of Cloud sharing video.

Ability to set body camera settings from a central interface. Having to connect each body camera individually to set/change configuration is not acceptable. Settings to be centrally controlled and should include, but not limited to:

### **Prebuffer length and audio capture**

Devices can be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within Evidence Library also enable you to configure devices to operate in alignment with your agency's policies and procedures. Pre-event recording length and audio settings can also be configured in Evidence Library and applied to the V300 while it is docked in a Motorola Solutions proprietary base.

### **Restrict officer ability to disable audio recording once body camera is activated**

This feature can be configured to allow or restrict the ability to mute a recording in the device configuration of Evidence Library.

### **Single or double press to start recording.**

Evidence Library software provides the ability to have cameras configured to stop recordings with either a single or double press of the record button.

### **Assign a camera to a specific officer from a central interface.**

Agencies using Evidence Library are able to assign users to devices, track them, and streamline shift changes. When the V300 is docked in a Motorola Solutions proprietary base, you can easily manage, configure, update firmware, and reassign the V300. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. Evidence Library also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

### **Ability to set different settings for different groups (i.e., Patrol, Sergeants, Detectives, etc.). Minimum of 4 different settings groups required.**

Users of the system include any person who will be logging into the Evidence Library Web Client or operating a V300. The Security Management module of Evidence Library contains all user information, permissions and group level security settings. After users are entered into the system (Active Directory integration available), User Groups are created that allow a specific set of permissions, or claims. Users are then added into User Groups based on the level of access to the system needed.

The system can use unique badge numbers when there are scenarios where there are multiple officers with the same first, last name and middle initial.

The system is designed to be role based. A role can have multiple groups assigned, and a user will inherit all the permissions that are assigned based on the role. The screens displayed to the user will give the permission they

need. If a user does not have access to a certain permission or role, that permission will not appear. The permissions can be very granular.

**Warranty Requirements**

Body cameras, docks and any system controllers must have a minimum three (3) year warranty. The V300 comes with a standard one-year warranty with an option to extend the warranty. Our price proposal includes pricing for extended warranty coverage through the fifth year of system ownership. Our Video-as-a-Service plan we are offering includes our comprehensive No-Fault Warranty. Specific warranty and replacement details can be found in the Terms and Conditions section of this response.

Any clips or uniform mounts must have a minimum one (1) year warranty. The V300, battery, mount(s) comes with a standard one-year warranty with an option to extend the warranty. Specific warranty and replacement details can be found in the Terms and Conditions section of this response.

**1.3 Experience and References**

<b>Reference 1</b>	
Organization Name	Yonkers City Police Department
Address	104 S Broadway Yonkers NY 10701
Contact Name	Commissioner John Mueller
Phone Number	914-377-7200
Number of Cameras in Use	Approximately 450
Approximate Number of Years Each has Been Using the Equipment Provided	2 Years
<b>Reference 2</b>	
Organization Name	Newburgh City Police Department
Address	55 Broadway Newburgh, NY 12550
Contact Name	Brandon Rola
Phone Number	845-561-3131
Number of Cameras in Use	24
Approximate Number of Years Each has Been Using the Equipment Provided	1 Year
<b>Reference 3</b>	
Organization Name	Scarsdale Village Police Department
Address	Tompkins Rd Scarsdale, NY 10583
Contact Name	Edward Murphy
Phone Number	914-722-1200
Number of Cameras in Use	45
Approximate Number of Years Each has Been Using the Equipment Provided	New Deployment

**1.4 Bid Sheet**

The Bid Sheet is included on the following page.

**BID SHEET**

The undersigned, as bidder, acknowledges that the entire Request for Proposals and the specifications discussed therein has been carefully examined and that the below proposal, if accepted, shall constitute a legally binding contract with the Town of Warwick whereby the bidder agrees to provide the following equipment and specified warranties for the total price noted below:

<u>Equipment / Licenses / Warranties:</u>	<u>Unit price (if applicable)</u>
Forty-six (46) new police body worn cameras	\$ 933.75
Forty-six (46) new camera station licenses	\$ 183.75
Four (4) new docking stations	\$ 1402.50
One (1) new system controllers	\$ 937.50
Forty-six (46) Magnetic Body Cam Mounts	\$ 0
Forty-six (46) Clip Body Cam Mounts	\$ 48.75
Minimum three (3) year warranty for body cameras, docks and any system controllers	\$ 39,065
Minimum one (1) year warranty for any clips or uniform mounts	\$ 0
<hr/>	\$ 99,260.00
Total Bid-Ninety-Nine Thousand Two Hundred Sixty Dollars & Zero Cents	<b>(Total Bid) (in numbers)</b>

## 1.5 Payment Terms

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the Video-as-a-Service or On-Premise offering will be in accordance with the following milestones.

### On-Premise

<b>50% of Contract Price upon Contract Execution (due on Effective Date)</b>	<b>\$49,630</b>
<b>50% of Contract Price upon Shipment of Equipment</b>	<b>\$49,630</b>

Motorola reserves the right to bill for partial shipments and installations on a site-by-site basis if applicable.

## 1.6 Terms and Conditions

Motorola Solutions is offering a police body camera ("System") for this RFP. For the System offering, Motorola Solutions proposes the terms and conditions of the enclosed Master Customer Agreement, including all Addenda ("MCA"), along with the clarifications in the table below applicable to the System sale in response to the RFP.

<b>Section/ Subsection #</b>	<b>[Section Name]</b>
	<b>INSTRUCTIONS FOR SUBMISSION OF PROPOSALS</b>
III	<p>Motorola Solutions proposes to revise the first sentence of the paragraph to include Motorola's standard terms and conditions to be provided to the Town. Motorola Solutions proposes to modify Page 2. as follows:</p> <p>The proposal submitted should not exceed 10 pages. Other attachments may be included with no guarantee of review with the exception of Bidder's terms and conditions.</p>
Additional Terms and Conditions	Motorola Solutions respectfully proposes the terms and conditions of the enclosed Master Customer Agreement, including all Addenda ("MCA"), with the foregoing clarifications provided in the RFP.

**TOWN OF WARWICK, NEW YORK**  
**Request for Proposal**  
**POLICE BODY WORN CAMERA SYSTEMS**

**Exhibit A**

**Master Customer Agreement**

This Master Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

**1. Agreement.**

**1.1. Scope; Agreement Documents.** This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

**1.2. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

**2. Products and Services.**

**2.1. Products.** Motorola will (a) sell hardware provided by Motorola ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

## 2.2. Services.

- 2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.
- 2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.
- 2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.
- 2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively,



**"Documentation"**). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

**2.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

**2.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. **"Authorized Users"** are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

**2.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a **"Prohibited Jurisdiction"**), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**2.9. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a **"Change Order"**). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### **3. Term and Termination.**

**3.1. Term.** The term of this MCA (**"Term"**) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods,

unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

**3.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

**3.3. Suspension of Services.** Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

**3.4. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

#### **4. Payment and Invoicing.**

**4.1. Fees.** Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

## 5. **Sites; Customer-Provided Equipment; Non-Motorola Content.**

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-Motorola Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement.**

**5.6. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

## **6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**6.2. Motorola Warranties.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-

time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

**6.3. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

**6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## **7. Indemnification.**

**7.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**7.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and

Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

**7.3. Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers,

agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**

**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

**8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse

Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **9. Confidentiality.**

**9.1. Confidential Information.** “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

**9.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser’s written request, Recipient will return or destroy all Confidential Information to Discloser along with all



copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **10. Proprietary Rights; Data; Feedback.**

**10.1. Data Definitions.** The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no

rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

**10.4. Processing Customer Data.**

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. **Sub-processors.** Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

**10.5. Data Retention and Deletion.** Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise

required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

**10.6. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**10.9. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

**11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Negotiation; Mediation.** Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be

subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

**12.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

### **13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**13.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

**13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

**13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

**13.12. Entire Agreement.** This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola: Motorola Solutions, Inc.**

**Customer:**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [ ] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

**1. Addendum.** This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

### **2. Delivery of Equipment and Licensed Software.**

**2.1. Delivery and Risk of Loss.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.[]

**2.2. Delays.** Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**2.3. Beta Services.** If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### **3. Licensed Software License and Restrictions.**



**3.1. Licensed Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

**3.2. Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

**3.4. Copies.** Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

**3.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written

authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

#### 4. **Term.**

4.1. **Term.** The term of this EPSLA (the "**EPSLA Term**") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. **Termination.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. **Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. **Payment.** Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

#### 6. **Representations and Warranties; Liability.**

6.1. **Motorola Warranties.** Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-

manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

**6.2. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

**6.3. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**7. Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

**Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

## Subscription Software Agreement

This Subscription Software Agreement (the "**Subscription Software Agreement**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

### 1. Agreement.

1.1. Scope; Agreement Documents. This Subscription Software Agreement governs Customer's purchase of cloud-based software as a service products and other software which is licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") and related services, which may be recurring or one-time ("**Services**") provided by Motorola. Subscription Software and Services are collectively referred to as the "**Software and Services**". Additional terms and conditions applicable to specific Software and Services are set forth in one or more addenda attached to this Subscription Software Agreement (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon statements of work, schedules, technical specifications, and other ordering documents setting forth the Software and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This Subscription Software Agreement, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in this Subscription Software Agreement, but only as applicable to the Software and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in this Subscription Software Agreement or any Addenda, but only as applicable to the Software and Services described on such Ordering Document.

### 2. Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation (as defined below) for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software or Services may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user

credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms below.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.5. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Software and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Software and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.6. Documentation. Software and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Software and Services.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Software and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Software and Services that are not competitors of Motorola, and the entities (if any) specified

in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Support of Downloaded Clients. If Customer purchases any Subscription Software that requires a client installed locally on Customer-Provided Equipment, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any Subscription Software will support prior versions of a client.

2.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Software and Services in any jurisdiction in which the provision of such Software and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Software and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Subscription Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

### 3. **Term and Termination.**

3.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this Subscription Software Agreement (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this Subscription Software Agreement during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

3.2. Term. The term of this Subscription Software Agreement (“**Term**”) will commence on the Effective Date and continue until the expiration or termination of all Subscription Terms under this Subscription Software Agreement, unless this Subscription Software Agreement is earlier terminated in accordance with the terms herein.

3.3. Termination.

3.3.1. For Default. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Notwithstanding the foregoing, Motorola may terminate the Agreement (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 10.3 – Subscription Software License**, **Section 10.4 – End User Licenses**, or **Section 10.5 – Customer Restrictions** of this Subscription Software Agreement, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

3.3.2. Addenda; Ordering Documents. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3.3. Wind Down of Subscription Software. Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

3.4. Suspension of Services. Motorola may terminate or suspend any Software and Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Software is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

3.5. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Subscription Software Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will stop use of any Subscription Software and return or destroy (at Motorola’s option) all Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Software and Services already delivered. Customer



has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

#### **4. Payment and Invoicing.**

4.1. Fees. Unless otherwise provided in an Ordering Document, Customer will prepay an annual subscription fee for each Subscription Software and associated recurring Service, and pay any fees specified for other Services provided hereunder in accordance with the applicable Addendum or Ordering Document (the "**Fees**"), before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. Fees may be changed by Motorola at any time, except that Motorola will not change the applicable Fees during a Subscription Term.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing; Payment. Customer will pay Fees upon the earlier of (a) thirty (30) days prior to the commencement of the applicable Subscription Term, and (b) within thirty (30) days of the applicable invoice date, or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Software and Services.

4.4. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in this **Section 4 – Payment and Invoicing**.

#### **5. Customer-Provided Equipment; Non-Motorola Content.**

5.1. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Software and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Software and Services under this Agreement, and such access and use will not violate any laws or infringe any third-

party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Software and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.2. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, equipment, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Software and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Software and Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Software and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Software and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Software and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Software and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Software and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Software and Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Software and Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.1 – Intellectual Property Infringement**.

5.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Software. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

## **6. Representations and Warranties.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, SOFTWARE AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## 7. **Indemnification.**

7.1. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed Subscription Software (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.1 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.1.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer a pro-rated refund of any amounts pre-paid for the Infringing Product.

7.1.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Subscription Software or Services with any products or materials not provided by Motorola; (c) any Subscription Software or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Subscription Software or Services by a party other than Motorola; (e) use of the Subscription Software or Services in a manner for which the Subscription Software or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Subscription Software or Services that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.1.3. This **Section 7.1 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.2. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Software and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Subscription Software or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID FOR THE SUBSCRIPTION SOFTWARE TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, CUSTOMER'S SITES, OR THIRD-

PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SUBSCRIPTION SOFTWARE OR SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF SUBSCRIPTION SOFTWARE OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE SUBSCRIPTION SOFTWARE AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; (G) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (H) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (I) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (J) TRACKING AND LOCATION-BASED SERVICES; (K) BETA SERVICES; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SUBSCRIPTION SOFTWARE OR SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Software and Services more than one (1) year after the date of accrual of the cause of action.

## 9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Software and Services, and Documentation, as well as any other information relating to the Software and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 – Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any

Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## 10. **Proprietary Rights and Subscription Software License; Data; Feedback.**

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Software and Services or by Motorola's support of the Software and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Software and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Software or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Subscription Software or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is

performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Software and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Services or other Motorola Materials, or permit any third party to do so.

10.3. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Agreement.

10.4. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

10.5. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with

their use of the Subscription Software. Customer will not, and will not allow others, including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software, software used to provide the Subscription Software, or Documentation for or to any third party; take any action that would cause the Subscription Software or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

10.6. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.7 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.7.3 – Sub-processors**.

10.7. Processing Customer Data.

10.7.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.7.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Software and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.



10.7.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.8. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this Subscription Software Agreement or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 14.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.9. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.10. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Software and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this Subscription Software Agreement. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Software and Services. Motorola and its

Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.11. **Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.12. **Improvements; Software and Services.** The Parties agree that, notwithstanding any provision of this Subscription Software Agreement or the Agreement to the contrary, all fixes, modifications and improvements to the services or products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

**11. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

**12. Force Majeure; Delays Caused by Customer.**

12.1. **Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

12.2. **Delays Caused by Customer.** Motorola's performance of the Software and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 12.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**13. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

13.1. **Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Software and Services are provided. The terms of the U.N.

Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

13.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 13.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 13.3 – Litigation, Venue, Jurisdiction** below.

13.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

#### 14. General.

14.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Software and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Software and Services. Motorola may, at its discretion, cease providing or otherwise modify Software and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

14.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to the Subscription Software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

14.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise

transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

14.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

14.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

14.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

14.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the Subscription Software will be a direct and intended third-party beneficiary of this Agreement.

14.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

14.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

14.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

14.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.5 – Customer Obligations; Section 3 – Term and Termination; Section 4 – Payment and Invoicing; Section 6.2 – Warranty Disclaimer; Section 7.2 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 –**

**Confidentiality; Section 10 – Proprietary Rights and Subscription Software License; Data; Feedback; Section 12 – Force Majeure; Delays Caused by Customer; Section 13 – Disputes; and Section 14 – General.**

14.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

## Mobile Video Addendum

This Mobile Video Addendum (this "**MVA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [ ] (the "**MCA**"), and the applicable Addenda. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

**1. Addendum.** This MVA governs Customer's purchase of any Motorola mobile video Products, including participation in Motorola's Video-as-a-Service Program ("**VaaS Program**"). A "**Mobile Video System**" is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum ("**SSA**"), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

### **2. Evidence Management Systems; Applicable Terms and Conditions.**

**2.1. On-Premise Evidence Management.** If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an "**On-Premises Evidence Management System**"), then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the EPSLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the "**System Warranty**").

**2.2. Cloud Hosted Evidence Management.** If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service ("**Cloud Hosted Evidence Management System**"), including CommandCentral Evidence and EvdenceLibrary.com Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 – System Completion** below.

**2.3. Services.** Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Ordering Document.

**3. Payment.** Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or

schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Mobile Video System, the Ordering Documents for a Mobile Video System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

**4. On-Premises Evidence Management System Warranty.** Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

**5. Additional Software and Video Terms.**

**5.1. Unlimited Storage.** In the event Customer purchases a Cloud Hosted Evidence Management System with "Unlimited Storage", including evidence management under the VaaS Program, then "Unlimited Storage" means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

**5.2. Applicable End User Terms.** Additional license terms apply to third-party software included in certain software Products which are available online at: [www.motorolasolutions.com/legal-flow-downs](http://www.motorolasolutions.com/legal-flow-downs). Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

**5.3. WatchGuard Detector Mobile.** Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

**5.4. Vigilant Access.** Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola's standard Data License Addendum.

**5.5. License Plate Recognition Data.** License plate recognition (“**LPR**”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“**LEAs**”) which contract with Motorola to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals’ access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

**5.6. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“**API**”) sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

**5.7. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

**5.8. CJIS Security Policy.** Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

**6. VaaS Program Terms.** All hardware provided by Motorola to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

**6.1. Technology Refresh.** All body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) are eligible for a one-time replacement at no additional cost to the Customer beginning on the date three (3) years following the date of delivery of the initial



Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

**6.2. No-Fault Warranty.** Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

**6.3. Commitment Term.** Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder.

**6.4. Additional Devices.** Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

**6.5. Included Subscription Software.**

**6.5.1. EvidenceLibrary.com.** Subject to **Section 6.7.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Document during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola’s prevailing rates, or Motorola may

disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

- 6.5.2. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.
- 6.5.3. CarDetector Mobile. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

**6.6. VaaS Program Payment**. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

**6.7. VaaS Program Term and Termination**.

- 6.7.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.
- 6.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all

Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay:  $\$1,000 \times (24/60) + \$1,000 \times (36/60)$ , which is equal to \$1,000 in the aggregate.

**7. System Completion.** Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the EPSLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

**8. Additional Cloud Terms.** The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

**8.1. Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

**8.2. Data Retrieval.** Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

**8.3. Availability.** Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

**8.4. Maintenance.** Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

**9. Survival.** The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – EvidenceLibrary.com; Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**



GENTECH LTD  
 3017 US RT 9W  
 NEW WINDSOR NY 12553  
 Phone: 845-568-0500  
 Fax: 845-568-3073

**QUOTE**

<b>DATE</b>	<b>QUOTE</b>	<b>CUST #</b>
2/7/2022	0000085930	0003793

**QUOTE TO:**

TOWN OF WARWICK  
 132 KINGS HWY  
 WARWICK NY 10990

**SHIP TO:**

TOWN OF WARWICK- WICKHAM  
 59 WICKHAM DR  
 WARWICK NY

P.O. NUMBER		TERMS	SALES PERSON	
		2/YR 1725		
QUAN		DESCRIPTION	PRICE EACH	AMOUNT
		AS PER OUR WORK ORDER: WE ARE PLEASED TO QUOTE THE FOLLOWING:		
1.00	AR97717	WATER PUMP	825.90	825.90
2.00	T20243	WATER PUMP GASKET	4.18	8.36
1.00	RE51551	V-BELT	77.90	77.90
2.00	AR48675	THERMOSTAT	18.98	37.96
1.00	R501373	GASKET	3.55	3.55
7.00	0J5166A	GALLON 50/50 PRE-MIX HD COOLANT & PROPER DISPOSAL FEE	17.90	125.30
6.00		LABOR TECH	120.00	720.00
1.00	SHIP	SHIPPING AND HANDLING- EXPEDITING OPTIONS MAY BE AVAILABLE BY REQUEST. CUSTOMER TO INQUIRE.PRICE IS ONLY ESTIMATE ACTUAL PRICE TO BE DETERMINED AT TIME OF BILLING.	45.00	45.00
1.00	DIAG	AFTER REPAIR IS COMPLETED TECH WILL TEST UNIT AND RUN DIAGNOSIS ON UNIT IF ADDITIONAL REAPIRS ARE NEEDED A SECOND QUOTE WILL BE SENT THANK YOU FOR YOUR TIME AND CONSIDERATION. IF YOU WOULD LIKE TO ACCEPT, PLEASE SIGN AND FAX THIS FORM BACK TO US AT (845) 568-3073 OR EMAIL TO PARTS@GENTECHLTD.COM		
		<b>TOTAL</b>		<b>\$1,843.97</b>

APPROVAL SIGNATURE \_\_\_\_\_

Accept proposal from Genetec LTD to  
repair the emergency generator ~~at~~ <sup>in</sup> the  
Wickham Water District at a price  
not to exceed \$1843.97.

2 proposals

Genetec 1843.97

Peak Power 2500.00 (verbal)  
99 Sprague St  
Middletown, NY 10940



## S.E.M. Security Systems Inc.

Established 1983 Incorporated 1987  
PO Box 454 Warwick NY 10990  
19 Spear Road Suite 206 Ramsey NJ 07446  
845 986 0336 201 868 4477

Thursday, March 17, 2022

Warwick Town Hall

### Replacement Existing Fire Alarm Control Panel

- 1-FPD-7024 Fire Alarm Control Panel with 12AMP HR Batteries
- 1-FPE-7039 Expansion Module for addressable devices
- 1-FPC-7034 Conventional 4 zone expander
- 11-Smoke Detectors addressable (10 located in the basement storage, one over fire alarm panel)
- 7-Addressable Pull Stations
- 1-HVAC Unit Connect to existing Duct detector in basement
- 1-AES Radio for monitoring with 12V 12AMP HR Battery

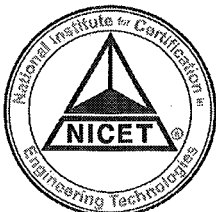
Connection to existing HVAC Devices, Connection to existing conventional devices, we will use existing wiring. Existing Cabinet to remain in place and used as a wire termination cabinet

Installation \$9920.00

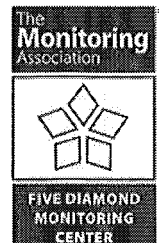
\$65.00 per month - Monthly Monitoring -  $65 \times 12 \text{ mos} = 780/\text{year}$

Thank you

Stephen Mocarsky



SEM Security utilizes a local  
UL Listed Central Station which is also a  
nationally recognized Five Diamond Certified Central Station  
SEM Security is fully insured and licensed in the following states  
NJ License #34BF00015000-NY License #12000007458



**TOWN OF WARWICK  
132 KINGS HIGHWAY  
WARWICK, NY 10990**

**VOUCHER**

Purchase Order No. \_\_\_\_\_

*DO NOT WRITE IN THIS BOX*

DEPARTMENT \_\_\_\_\_

CLAIMANT

NAME N.A.S. Security Systems, Inc.  
AND 13 Bedford Avenue  
ADDRESS Middletown, NY 10940

TERMS \_\_\_\_\_

Date Voucher Received		V O U C H E R  No
FUND APPROPRIATION	AMOUNT	
A00-1620-434		
TOTAL	1,200.-	

Date.	Quantity	Description of Material or Service.	Unit Price	Amount
		Inv.# <u>265494</u>		
		(See Instructions. on Reverse Side)	TOTAL	1,200.-

**CLAIMANT'S CERTIFICATION**

I, \_\_\_\_\_, certify that the above account in the amount of \$ \_\_\_\_\_ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

(Space Below for Municipal Use)

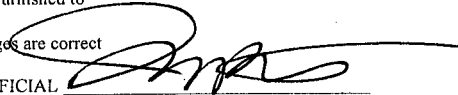
DEPARTMENT APPROVAL

APPROVAL FOR PAYMENT

The above services or materials were rendered or furnished to

This claim is approved and ordered paid from the appropriations indicated above.

The municipality on the dates stated and the charges are correct

DATE 2/16/2022 AUTHORIZED OFFICIAL 

DATE \_\_\_\_\_ AUDITING BOARD \_\_\_\_\_



# NAS Security Systems, Inc.

13 Bedford Ave  
Middletown, NY 10940  
(845) 342-4400  
Fax: (845) 343-0096

## Invoice

Customer ..... WARWICK TOWN HALL  
Customer Number ..... 13333  
Invoice Number ..... 265494  
Invoice Date ..... 3/22/2022  
PO Number .....  
PAYMENTS APPLIED THRU ..... 3/15/2022  
Job / Service Ticket # .....

## CURRENT CHARGES

Description	Amount
<b>WARWICK TOWN HALL, 132 Kings Hwy, Warwick, NY</b>	
12.00 Platinum Service Agreement 5/1/2022 - 4/30/2023	100.00 1,200.00
	<b>Subtotal: \$1,200.00</b>
Tax	0.00
Payments/Credits Applied	0.00
	<b>Invoice Balance Due: \$1,200.00</b>

## IMPORTANT MESSAGES

BALANCE DUE ON RECEIPT  
PLEASE REMEMBER TO TEST YOUR SYSTEM

## Fire Alarm System Proposal

Julian Brachfeld <jbrachfeld@nasecurity.com>

Tue 2/1/2022 5:00 PM

To: Town Supervisors Confidential Secretary <secretary@townofwarwick.org>

📎 1 attachments (675 KB)

PROPOSAL - WARWICK TOWN HALL - FIRE ALARM SYSTEM - 2-1-22.pdf;

Good afternoon (or morning) Rosemarie !

Attached, please find the proposal addressing the correct and code compliant manner to replace the fire alarm system as cost effectively as possible.

Please review at your convenience and call any time with any questions.

Thank you !!

**Julian Brachfeld**



**N.A.S. Security Systems, Inc.**

13 Bedford Avenue  
Middletown, NY 10940  
Office (845) 342-4400  
Mobile (516) 319-1080  
Fax (845) 343-0096



## WELCOME

2/1/2022

### Re: WARWICK TOWN HALL - FIRE ALARM SYSTEM

Rose Marie  
(845)-986-1120  
townhall@townofwarwick.org

Dear Rose,

Thank you for your time when we met and for the opportunity to propose for the fire alarm system upgrade.

This proposal addresses the additional devices for the upper level as an unoccupied premise.

Please review at your convenience and call any time with any questions you may have.

Thank you again !

Sincerely,

*Julian Brachfeld*

Julian Brachfeld  
Sales Consultant

## ABOUT US

Since 1988, N.A.S. Security Systems, Inc. has been offering innovative security and fire solutions to the Hudson Valley Region. Licensed by the State of New York, we provide design, consultation, installation, maintenance and central station monitoring services for commercial, residential and government clients. Through the years, we have earned a solid reputation for an unsurpassed quality of work, the use of sophisticated technology and 24-hour personalized service.

We understand that every situation is unique, and each client requires a custom-tailored solution. Our sales consultants will take the time to completely analyze and understand your needs so they can offer you a personalized design and comprehensive solution. We use high-quality products backed by our commitment to 1st class client service and technical support. We can design and install a system which will best protect your family, home or business. We are committed to understanding your needs and recommending the best solutions for you.

### OUR MISSION

To provide effective, affordable solutions to meet the needs of our clients by providing quality equipment, compassionate and personalized service, trained technicians and a knowledgeable client support staff. We are dedicated to exceeding every client's expectations.

### OUR VALUES

**Integrity:** We are committed to providing our clients with value-added services and reliable products. We always stand behind our work and strive to provide our clients with the greatest value.

**Reliability:** Our core values are based on honesty and dependability. Every member of our team works to meet our client's need while pursuing total customer satisfaction.

**Customization:** We work with every client on an individual basis, by designing a system based on personalization. These core beliefs and standards of practice makes us your one source for home and business security.



## OUR SERVICES



### SECURITY SYSTEMS

We consider all our clients to be part of our extended family. Therefore, our highly trained professional security consultants receive ongoing education and training. Above all, we make sure they remain current with emerging technologies and the latest solutions. As a result, we offer the best possible security system installation for your property. We offer both hard-wired and wireless security systems. So, it enables us to customize each alarm system individually.



### FIRE SYSTEMS

Fire safety should be a priority in every home or business. Smoke and heat detectors linked to your monitored security system can offer you true peace of mind, by notifying our central station with a fire alarm system. In addition to notifying the proper authorities, a monitored fire system may qualify you for a discount on your homeowner's insurance.



### CCTV

We offer a variety of CCTV systems. From nanny cams, covert micro cameras, inconspicuous "lipstick" cameras, self-contained dome cameras, to weather-proof "see in the dark" high resolution exterior cameras. We also carry more advanced cameras. These cameras offer pan, tilt, and zoom (PTZ) capabilities. We can add DVR & NVR recording. Therefore, you will have remote viewing to allow you to manage your CCTV system to its fullest capability.



### ACCESS CONTROL

Access Security Systems are ideal for businesses. It allows you to control and monitor employee and visitor access to buildings and restricted areas. You limit or authorize access throughout your building and therefore, track who is coming and going. Access Control Systems provide you with added protection. They can secure inventory rooms, areas with sensitive materials, or any other room you wish to monitor.



### CENTRAL STATION MONITORING

A security monitoring service adds an additional layer of protection. As a result, it provides two-way direct communication with the central station monitoring operators. If your alarm is activated, fire or police will be dispatched to your home or business. A call will be placed to you from the alarm company. You be able to speak with a professional real time.



### HOME THEATER

Our expert designers and consultants will create a system just for you. Our home theaters reflect an easy-to-use, comfortable design and the ability to automate controls for daily use. We provide solutions for your home for those seeking a quality audio and visual design. Our expert team of home theater and audio-visual professionals are prepared for any project – big or small.



### HOME AUTOMATION

We can integrate your home to make it work for you. By connecting your lighting, audio and video, thermostats and security to one system. Our goal is to help you fuse all your existing home technology systems to function from one place. We can design and install a smart home system to make your home more efficient. Also, a safer and easier place to live. As a result, you will spend less time worrying and more time enjoying life.



### AUDIO/VIDEO DISTRIBUTION

We can custom design and install a whole house audio video system for you. Our systems connect your favorite music, movies, shows or sporting events. Therefore, you can have access to sound and video from anywhere inside your home or business.



### NETWORK WIRING

We provide network cable wiring installation for voice, data, video and multimedia systems. In short, network wiring makes sure all your systems work as they were designed to.

## PROJECT DESCRIPTION & INVESTMENT

### Client Information

**Name:** Warwick Town Hall  
**WARWICK TOWN HALL - FIRE ALARM SYSTEM**

**Site:**  
132 Kings Hwy  
Warwick, NY 10990

**Contact:**  
Rose Marie  
  
P: (845)-986-1120  
townhall@townofwarwick.org

**Sales Person:**  
Julian Brachfeld  
Sales Consultant  
P: (845) 342-4400  
jbrachfeld@nassecurity.com

### Overview

**-WORK TO BE COMPLETED-**

1. REMOVE AND REPLACE EXISTING CONTROL PANEL ON MAIN LEVEL WITH DIGITAL MONITORING PRODUCTS XR150 SERIES ADDRESSABLE FIRE ALARM CONTROL PANEL WITH ON-BOARD ANNUNCIATOR AND BACK UP BATTERY.\*
2. REMOVE AND REPLACE LOWER LEVEL ANNUNCIATOR WITH DMP ALPHA ENGLISH ANNUNCIATOR.\*
3. FURNISH AND INSTALL 1 AUXILIARY 12V 5A POWER SUPPLY WITH BACK UP BATTERY AND BUS SPLITTER (FOR ALL ADDRESSABLE DETECTION DEVICES)
4. FURNISH AND INSTALL ADDRESSABLE SINGLE ZONE MONITORING MODULES AT ALL EXISTING PULL STATIONS, DUCT SMOKE DETECTORS, AND FOR CROSS TIE TO SENIOR CENTER FIRE ALARM SYSTEM.\*
5. FURNISH AND INSTALL 1 4 OUTPUT RELAY MODULE FOR 2 HVAC SHUT DOWNS AND 1 SENIOR CENTER SYSTEM CROSS TIE.
6. FURNISH AND INSTALL 28 SMOKE DETECTORS - PER N.F.P.A. COMPARTMENT AND GENERAL GUIDELINES FOR UNOCCUPIED LEVEL OF COMMERCIAL PREMISE.
7. FURNISH AND INSTALL 1 ALTRONIX 6A POWER SUPPLY WITH BACK UP BATTERIES - TIE ALL EXISTING AND NEW NOTIFICATION APPLIANCES.
8. FURNISH AND INSTALL 2 CEILING MOUNTED HORN STROBES: LONG HALL CENTER AND SHORT HALL CENTER.
9. FURNISH AND INSTALL 3 WALL MOUNTED STROBES: 3 LAVATORIES.
10. PROGRAM NEW CONTROL PANEL.



- 11. PERFORM INITIAL FIRE ALARM SYSTEM INSPECTION.
- 12. PREPARE AND SUBMIT INITIAL FIRE ALARM INSPECTION REPORT.
- 13. PREPARE AND SUBMIT N.F.P.A. 72 FIRE ALARM RECORD OF COMPLETION.

**-SYSTEM NOTES-**

- 1. IF DUCT SMOKE DETECTORS ARE OVER 10 YEARS OLD, THEY WILL BE REPLACED UNDER THE SERVICE PLAN.

**-WARRANTY NOTES-**

- 1. 3 YEAR LTD. WARRANTY ON ALL DIGITAL MONITORING PRODUCTS HARDWARE.
- 2. 1 YEAR WARRANTY ON MISC. PARTS & LABOR

**WARWICK TOWN HALL - FIRE ALARM SYSTEM**

QTY	Description
1	DMP XR150 SERIES FIRE CONTROL PANEL WITH ON-BOARD ANNUNCIATOR ✓
1	BACK UP BATTERY - F.A.C.P. - 12V 7AH
1	DMP 12VDC 5AMP AUXILIARY POWER SUPPLY
1	BACK UP BATTERY - AUX. POWER SUPPLY - 12V 7AH
1	ALTRONIX 24VDC 6.5A NAC POWER SUPPLY
2	BACK UP BATTERIES - NAC POWER SUPPLY - 12V 7AH
1	DMP REMOTE ANNUNCIATOR - SURFACE MOUNT ✓
28	DMP PHOTOELECTRIC SMOKE DETECTORS - ADDRESSABLE (10 SEM) ✓
1	SYSTEM SENSOR CO DETECTOR - ADDRESSABLE
2	SYSTEM SENSOR HORN - STROBE UNITS - WALL MOUNT - RED
3	SYSTEM SENSOR STROBE UNITS - WALL MOUNT - RED
1	DMP BUS SPLITTER MODULE
1	DMP RELAY HARNESS
1	DMP 4 OUTPUT RELAY MODULE

*Notes: All Labor, Parts and Misc Items included on this proposal.  
 One year Parts and Labor warranty is included on this proposal.  
 Recurring service not including Sales Tax.*

<b>Total Parts &amp; Labor</b>	<b>\$13,695.00</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total Investment Price</b>	<b>\$13,695.00</b>
<b>Deposit Due at Proposal Signing</b>	<b>\$6,847.50</b>
<b>Balance Due at Completion</b>	<b>\$6,847.50</b>



## TERMS & CONDITIONS

Initials: \_\_\_\_\_

### Project Acceptance

#### Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the Customers Responsibilities section of the agreement as well as the Schedule of Equipment as listed.

I hereby certify that I am authorized to sign this agreement. N.A.S Security Systems Inc is hereby authorized to perform the work as specified.

**Accepted By:** N.A.S Security Systems Inc

**Accepted By:** Warwick Town Hall

**Name:** Julian Brachfeld

**Name:** \_\_\_\_\_

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

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

**Title:** Sales Consultant

**Title:** \_\_\_\_\_

**Date:** 2/1/2022

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





# TOWN OF WARWICK



132 KINGS HIGHWAY  
WARWICK, NEW YORK 10990

TOWN HALL TELEPHONE (845) 986-1124  
POLICE DEPT. TELEPHONE (845) 986-5000  
RECEIVER OF TAXES (845) 986-1125  
PUBLIC WORKS TELEPHONE (845) 986-3358  
TOWN HALL FAX (845) 986-9908  
SUPERVISOR [msweeton@townofwarwick.org](mailto:msweeton@townofwarwick.org)  
TOWN CLERK [clerk@townofwarwick.org](mailto:clerk@townofwarwick.org)

February 16, 2022

N.A.S. Security Systems, Inc.  
13 Bedford Avenue  
Middletown, NY 10940

Dear Sir/Madam,

Please accept this letter as notice, per our agreement dated 3/21/17, that it is the Town of Warwick's intent to not renew the expiring Standard Security Equipment Service Contract for 132 Kings Highway.

Sincerely,

Michael P. Sweeton  
Town Supervisor

MPS/rb

cc: Town Board  
J. Myrow, Town Attorney

N.A.S. SECURITY SYSTEMS, INC.

13 Bedford Avenue  
Middletown, NY 10940  
(845) 342-4400  
www.nassecurity.com

STANDARD SECURITY EQUIPMENT SERVICE CONTRACT

Agreement dated 3/21/17 by and between N.A.S. SECURITY SYSTEMS, INC., (hereinafter referred to as "N.A.S." or "Contractor") and WARWICK TOWN HALL (hereinafter referred to as the "Subscriber" or "Buyer").  
Location of premises: 132 Kings Hwy, Warwick, NY 10990 Phone: (845) 986-1120  
Equipment covered by this service contract:

1. Service includes all parts and labor. N.A.S. shall service upon Subscriber's request the security equipment system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage wear and tear, shall be made at the cost of Subscriber. Batteries and contacts are included in this service contract. No apparatus or device shall be attached to or connect with the security system as originally installed without N.A.S.'s written consent.

2. (Strike out a or b) ~~a~~ Subscriber agrees to pay N.A.S. on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay N.A.S. for all parts and labor at time of service.

(b) The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided hereafter. Subscriber agrees to pay the sum of \$ 1200.00 plus tax, payable annually in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

3. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew for five years and for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. N.A.S. shall be permitted, from time to time to increase the servicing charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

4. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: N.A.S. does not represent nor warrant that the security system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the security system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that N.A.S. is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. N.A.S. has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for N.A.S.'s default hereunder is to require N.A.S. to repair or replace, at N.A.S.'s option, any equipment covered by this contract which is non-operational. Subscriber authorizes N.A.S. to access the control panel to input or delete data and programming.

5. EXCULPATORY CLAUSE: Subscriber agrees that N.A.S. is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though N.A.S. does not guarantee that no loss will occur. N.A.S. is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by N.A.S.'s negligent performance, failure to perform any obligation or strict products liability. Subscriber releases N.A.S. from any claims for contribution, indemnity or subrogation.

6. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of N.A.S. as a result of N.A.S.'s negligent performance to any degree, failure to perform any of N.A.S.'s obligations, equipment failure or strict products liability, that N.A.S.'s liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase N.A.S.'s maximum amount of N.A.S.'s limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with N.A.S.'s increased liability. This shall not be construed as insurance coverage.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.

READ THEM BEFORE YOU SIGN THIS CONTRACT.

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

N.A.S. SECURITY SYSTEMS, INC:

(for residential customers only)

NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By: [Signature]

Subscriber/Buyer agrees to have its credit card automatically charged for all service charges under this contract.

Credit Card #: \_\_\_\_\_

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

Mastercard  Visa  Amex

Cardholder's Name (As it appears on credit card) \_\_\_\_\_

Billing Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Subscriber/Buyer (Print Name) \_\_\_\_\_

By: [Signature]

Subscriber/Buyer (Print Full Name of Signer) \_\_\_\_\_

Address \_\_\_\_\_

Tax ID SSN or EIN \_\_\_\_\_ Type and jurisdiction of organization and EIN, if any \_\_\_\_\_

The undersigned personally guarantees subscriber's performance of this agreement

[Signature]  
Signature, Name must be printed below

Michael P. Swartz  
(Print Full Name of Signer)

Residence Address \_\_\_\_\_

N.A.S. SECURITY SYSTEMS, INC.

13 Bedford Avenue  
Middletown, NY 10940  
(845) 342-4400  
www.nassecurity.com

Mike - this is the correct contract -  
1200/year - \$100/month.

STANDARD SECURITY EQUIPMENT SERVICE CONTRACT

Agreement dated 3/21/17 by and between N.A.S. SECURITY SYSTEMS, INC., (hereinafter referred to as "N.A.S." or "Contractor") and WARWICK TOWN HALL (hereinafter referred to as the "Subscriber" or "Buyer").  
Location of premises: 132 Kings Hwy. Warwick, NY 10940 Phone: (845) 986-1120  
Equipment covered by this service contract:

1. Service includes all parts and labor. N.A.S. shall service upon Subscriber's request the security equipment system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage wear and tear, shall be made at the cost of Subscriber. Batteries and contacts are included in this service contract. No apparatus or device shall be attached to or connect with the security system as originally installed without N.A.S.'s written consent.

2. (Strike out a or b) ~~a~~ Subscriber agrees to pay N.A.S. on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay N.A.S. for all parts and labor at time of service.

(b) The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided hereafter. Subscriber agrees to pay the sum of \$ 1200.00 plus tax, payable annually in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

3. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew for five years and for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. N.A.S. shall be permitted, from time to time to increase the servicing charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

4. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: N.A.S. does not represent nor warrant that the security system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the security system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that N.A.S. is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. N.A.S. has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for N.A.S.'s default hereunder is to require N.A.S. to repair or replace, at N.A.S.'s option, any equipment covered by this contract which is non-operational. Subscriber authorizes N.A.S. to access the control panel to input or delete data and programming.

5. EXCULPATORY CLAUSE: Subscriber agrees that N.A.S. is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though N.A.S. does not guarantee that no loss will occur. N.A.S. is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by N.A.S.'s negligent performance, failure to perform any obligation or strict products liability. Subscriber releases N.A.S. from any claims for contribution, indemnity or subrogation.

6. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of N.A.S. as a result of N.A.S.'s negligent performance to any degree, failure to perform any of N.A.S.'s obligations, equipment failure or strict products liability, that N.A.S.'s liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase N.A.S.'s maximum amount of N.A.S.'s limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with N.A.S.'s increased liability. This shall not be construed as insurance coverage.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.

READ THEM BEFORE YOU SIGN THIS CONTRACT.

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

N.A.S. SECURITY SYSTEMS, INC:

By: [Signature]

Subscriber/Buyer agrees to have its credit card automatically charged for all service charges under this contract.

Credit Card #: \_\_\_\_\_

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

Mastercard  Visa  Amex

Cardholder's Name (As it appears on credit card) \_\_\_\_\_

Billing Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

(for residential customers only)

NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Subscriber/Buyer (Print Name) \_\_\_\_\_

By: [Signature]  
Subscriber/Buyer

(Print Full Name of Signer) \_\_\_\_\_

Address \_\_\_\_\_

Tax ID # SSN or EIN \_\_\_\_\_ Type and jurisdiction of organization and TX, if any \_\_\_\_\_

The undersigned personally guarantees subscriber's performance of this agreement

Signature, Name must be printed below

Michael P. Swartz  
(Print Full Name of Signer) \_\_\_\_\_

Residence Address \_\_\_\_\_

*This was the other I had sent disregard.*

**CENTRAL OFFICE MONITORING CONTRACT**

Agreement dated October 18, 2020 by and between N.A.S. SECURITY SYSTEMS, INC., (hereinafter referred to as "N.A.S." or Lessor) and Town of Warwick NY (hereinafter referred to as "Subscriber" or "Buyer" or "Lessee"). Premises where communication software and security equipment is installed: 225 State School Rd WARRICK, NY 10940 Phone: 845 986 1124

WHEREAS, Subscriber owns an electronic security equipment system and desires central office monitoring service, the parties agree as follows; Subscriber in the proper use of the alarm system, install, program and service in the premises of the Subscriber, communication software, which shall remain the sole personal property of N.A.S. and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by N.A.S.. If the communication equipment is part of the instrument panel then the chip or software programmed to transmit a signal shall be leased, remain N.A.S.'s property, and all reference in this agreement to communication software shall be deemed to read chip or software. Passcode to CPU software remains property of N.A.S.. Provided Subscriber performs this agreement for the full term thereof, upon termination N.A.S. shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

2. DESCRIPTION OF SERVICE AND EQUIPMENT VALUE: value of software and equipment is: \$ \_\_\_\_\_

Initial service provided:  Monitoring  24 hr Test  Radio/Cellular Backup  Open /Close Reports  Total Connect

BI-Yearly Fire Inspection: \_\_\_\_\_ (payable in advance of each inspection)

3. INSTALLATION, RENTAL, AND SERVICE CHARGES: Subscriber agrees to pay N.A.S.:

(a) The sum of \$ \_\_\_\_\_ plus tax for the installation of the communication software and equipment. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided in 3(b).

(b) The sum of \$ 100 plus tax, per month, payable YEARLY in advance for the rental, monitoring and servicing of the communication software for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month.

4. TERM OF AGREEMENT: RENEWAL INCREASE: The term of this agreement shall be for a period of five years and shall automatically renew for five years and for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. N.A.S. shall be permitted, from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Lessee agrees to pay such increase as invoiced.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the communication software, N.A.S. or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of N.A.S. or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of N.A.S. and are not maintained by N.A.S. and, therefore, N.A.S. shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom. Subscriber agrees to furnish N.A.S. with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to N.A.S. in writing. Subscriber authorizes N.A.S. to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests N.A.S. to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay N.A.S. \$50.00 for each such service.

6. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: N.A.S. does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that N.A.S. is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. N.A.S. has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for N.A.S.'s default hereunder is to require N.A.S. to repair or replace, at N.A.S.'s option, any equipment covered by this agreement which is non-operational.

7. EXCULPATORY CLAUSE: Subscriber agrees that N.A.S. is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though N.A.S. does not guarantee that no loss will occur. N.A.S. is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by N.A.S.'s negligent performance, failure to perform any obligation or strict products liability. Subscriber releases N.A.S. from any claims for contribution, indemnity or subrogation.

8. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of N.A.S. as a result of N.A.S.'s negligent performance to any degree, failure to perform any of N.A.S.'s obligations, equipment failure or strict products liability, that N.A.S.'s liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00 whichever is greater. If Subscriber wishes to increase N.A.S.'s maximum amount of N.A.S.'s limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with N.A.S.'s increased liability. This shall not be construed as insurance coverage.

9. CARE OF EQUIPMENT: Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by N.A.S. without additional charge.

10. ALTERATION OF PREMISES FOR INSTALLATION: N.A.S. is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in N.A.S.'s sole discretion for the installation and service of the communication software, and N.A.S. shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the communication software, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the communication software under the terms of this agreement.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.**

**BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.**

N.A.S. SECURITY SYSTEMS, INC.:

By: [Signature]

Subscriber agrees to have its credit card automatically charged for all charges under this contract.

Credit Card #: \_\_\_\_\_

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

MasterCard  Visa  AMEX

Cardholder's Name (As it appears on credit card): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

(for residential customers only)  
**NOTICE OF CANCELLATION**

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Subscriber \_\_\_\_\_

MICHAEL SWEETON

132 KINGS HWY

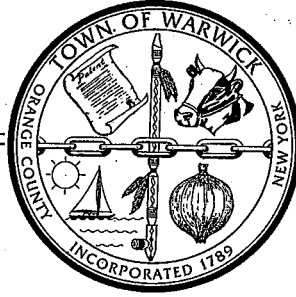
WARRICK, NY 10940

The undersigned personally guarantees subscriber's performance of this agreement

Name must be printed below

Residence Address

# TOWN OF WARWICK



132 KINGS HIGHWAY  
WARWICK, NEW YORK 10990

TOWN HALL TELEPHONE (845) 986-1124  
POLICE DEPT. TELEPHONE (845) 986-5000  
RECEIVER OF TAXES (845) 986-1125  
PUBLIC WORKS TELEPHONE (845) 986-3358  
TOWN HALL FAX (845) 986-9908  
SUPERVISOR [msweeton@townofwarwick.org](mailto:msweeton@townofwarwick.org)  
TOWN CLERK [clerk@townofwarwick.org](mailto:clerk@townofwarwick.org)

March 3, 2022

## REQUEST FOR PROPOSAL MAINTENANCE & SNOW REMOVAL FOR KINGS ESTATE PARK DISTRICT

The Town of Warwick is seeking proposals for maintenance and snow removal for Kings Estate Park District with the following specs:

Maintenance of all grass at recreation sites. Open common space will also be maintained during growing season. This occurs May thru October on a weekly basis.

Bush hogging of grass and high weeds three times a year, at the beginning, middle and end of growing season on all areas not able to mow around detention pond.

Maintaining all mulched beds.

Snow will be removed behind, and in front of all mail box clusters. Parking lot on Darin Road will be maintained after the DPW has been curbed.

Picking up all debris and removal of garbage from cans and streets on a monthly basis.

Proposals due March 21, 2022 to Town of Warwick, Attention: Town Clerk's Office, 132 Kings Highway, Warwick, NY 10990

RFP – Maintenance & Snow Removal for Kings Estate Park District

Mailed to the following on 3/3/20:

Mr. Josh Morgan  
Elegant Landscaping  
105 Glenmere Ave.  
Florida, NY 10921

RS Landscaping LLC  
273 Little York Rd.  
Warwick, NY 10990

Daubert's Lawn Service & Landscaping  
35 Grand St.  
Warwick, NY 10990

Dave's Landscaping  
17 Noviski Lane  
Pine Island, NY 10969

Kimiecik Landscaping  
10 Fox Rd.  
Florida, NY 10921

Valentino Lawncare  
84 Dekay Rd.  
Warwick, NY 10990

Wright Brothers Landscaping  
4 The Circle  
Warwick, NY 10990

Robert Howell Landscaping  
P. O. Box 673  
Florida, NY 10921

RFP – Maintenance & Snow Removal for Kings Estate Park District

Mailed to the following on 10/28/19:

Mr. Josh Morgan  
Elegant Landscaping  
105 Glenmere Ave.  
Florida, NY 10921

RS Landscaping LLC  
273 Little York Rd.  
Warwick, NY 10990

Daubert's Lawn Service & Landscaping  
35 Grand St.  
Warwick, NY 10990

Dave's Landscaping  
17 Noviski Lane  
Pine Island, NY 10969

Kimiecik Landscaping  
10 Fox Rd.  
Florida, NY 10921

Valentino Lawncare  
84 Dekay Rd.  
Warwick, NY 10990

Wright Brothers Landscaping  
4 The Circle  
Warwick, NY 10990

Robert Howell Landscaping  
P. O. Box 673  
Florida, NY 10921

October 28, 2019

REQUEST FOR PROPOSAL  
MAINTENANCE & SNOW REMOVAL FOR KINGS ESTATE PARK DISTRICT

The Town of Warwick is seeking proposals for maintenance and snow removal for Kings Estate Park District with the following specs:

Maintenance of all grass at recreation sites. Open common space will also be maintained during growing season. This occurs May thru October on a weekly basis.

Bush hogging of grass and high weeds three times a year, at the beginning, middle and end of growing season on all areas not able to mow around detention pond.

Maintaining all mulched beds.

Snow will be removed behind, and in front of all mail box clusters. Parking lot on Darin Road will be maintained after the DPW has been curbed.

Picking up all debris and removal of garbage from cans and streets on a monthly basis.

Proposals due November 20, 2019 to Town of Warwick, Attention: Town Clerk's Office, 132 Kings Highway, Warwick, NY 10990





ELEGANT LANDSCAPING  
& LAWN CARE

RECEIVED  
MAR 21 2022  
Town of Warwick  
Town Clerk  
Open 4:05 pm

**KINGS ESTATES LAWN MAINTENANCE PROPOSAL**

**Scope of Work**

Landscaping Company will herein be referred to as "Contractor". Contractor will furnish all necessary materials, equipment and labor to perform the following scope of work:

**Contract Period**

The contract period will be from April 1<sup>st</sup> 2022-March 31<sup>st</sup>, 2023 (a period of twelve months).

The Contractor shall provide the services listed below.

**Mowing** Contractor shall mow the grass and recreational areas ONCE WEEKLY or as weather permit during the months of May through October. Open common space will also be maintained during growing season.

Brush hogging of grass and high weeds THREE times annually, at the beginning, middle and at the conclusion of the growing season on all areas not able to be moved arounds the retention pond.

**Bed Maintenance** Contractor shall provide maintenance of mulched beds to prevent obstruction and maintain manicured appearance.

**Clean-Up and Trash Removal**

1. The Contractor shall pick up debris and remove garbage from cans and streets on a monthly basis.
2. The Contractor shall remove all debris associated with the lawn maintenance during each visit.

**Snow Maintenance** Contractor shall remove snow behind, and in front of all mailbox clusters. Parking lot on Darin Road will be maintained after the DPW has curbed roadways.

**Insurance and Licenses** the Contractor shall maintain General Liability Insurance from an insurance company to cover bodily injury and/or property damage directly due to the negligence of the Contractor, his agents or his employees.

The Contractor shall maintain contractor insurance requirements.

**Contractor agrees to perform the above-mentioned services at a rate of**  
**\$ 20,250 annually**

**to be billed at a rate of**  
**\$ 1687.50 per month**

  
Elegant Landscaping Owner

3-18-22  
Date



**ROBERT HOWELL LANDSCAPING**  
 P.O. BOX 673  
 FLORIDA, NEW YORK 10921

**(845) 651-0555**

TO: Town of Warwick  
132 Kings Highway  
Warwick, NY 10921

PHONE \_\_\_\_\_

DATE

3.21.2022

RECEIVED

MAR 21 2022

Town of Warwick  
 Town Clerk  
 opened  
 4:05 pm

# LANDSCAPING PROPOSAL

CONTRACTOR LICENSE NO.	JOB PHONE NO.
JOB NAME / NO. <u>Maintenance &amp; Snow removal</u>	
JOB LOCATION <u>Kings Estates Park District</u>	
LANDSCAPE ARCHITECT	DATE OF PLANS
APPROXIMATE STARTING DATE	APPROXIMATE COMPLETION DATE

We hereby submit specifications and estimates for landscaping as follows:

- (1) Weekly cutting of all park and common areas during growing season May thru October.
- (2) Bush hogging of Grasses and high weed 3 times per year, beginning, middle and end of season around detention pond.
- (3) Maintaining all beds that are mulched
- (4) Snow removal behind mailbox clusters.  
 Parking lot on Darin Rd to be maintained after DPW has curbed. Alicia lane to be maintained as well.
- (5) All Garbage and Debris from all cans and maintenance areas to be removed monthly or as needed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate. All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

**We Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twenty three thousand four hundred dollars

dollars (\$ 23,400 ).

Payment to be made as follows:

Payments to be made monthly  
at \$1950<sup>00</sup>

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Authorized Signature \_\_\_\_\_

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_