



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AS A REMOTE MEETING ON ZOOM
NOVEMBER 8, 2021
PUBLIC SESSION – BEGINS AT 7:30 PM**

To Participate via computer please use the following link: <https://zoom.us/j/208487754> or call iPhone one-tap : US: +13126266799,, 208487754# or +19292056099,,208487754#
Or Telephone: Dial (for higher quality, dial a number based on your current location):
US: +1 312 626 6799 or +1 929 205 6099 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 301 715 8592 Webinar ID: 208 487 If calling into the meeting via telephone, the following commands can be entered via DTMF tones using your phone's dial pad while in a Zoom meeting: *6 - Toggle mute/unmute *9 - Raise hand (once hand is raised, it cannot be lowered. If you change your mind and choose not to speak, when called upon, please let us know that you have changed your mind).

1) CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT – Mayor

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting has been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 7, 2021 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

5) COMMUNITY ANNOUNCEMENTS

6) RESOLUTIONS

7) SPECIAL PRESENTATIONS

8) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

9) BOROUGH COUNCIL DISCUSSION ITEMS

- a. Third Quarter 2021 Current Budget Report
- b. Third Quarter 2021 Water Budget Report and Third Quarter 2021 Sewer Budget Report
- c. Trust Balances
- d. Capital Account Balances

10) PUBLIC COMMENT

Please state your name and address for the record. Each speaker is limited to one (1) comment of no more than five (5) minutes and no yielding of time to another person.

11) ATTORNEY'S REPORT

12) MANAGER'S REPORT

13) ORDINANCES TO INTRODUCE

14) ORDINANCES TO ADOPT

15) *CONSENT AGENDA ITEMS

Matters listed as Consent Agenda Items are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed for consideration.

***RESOLUTIONS**

- a. R147-21, Authorizing the Award to Furnish and Install Water Meters and Related Equipment for the Replacement of All Outdated Existing Equipment within the Borough

- b. *R161-21, Authorizing the Payment of Bills*
- c. *R162-21, Authorizing the Cancellation of General Capital Receivable and Appropriation Balance*
- d. *R163-21, Awarding a Contract for the HVAC System at the Municipal Building to Ferguson HVAC and Gil-Bar Solutions*
- e. *R164-21, Awarding a Contract for the Furnishing of Cold Metal Framing and Exterior Sheathing at the Municipal Building to Windoor LLC*

***APPROVAL OF MINUTES**

5/10/21 (Executive)

10/25/21 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

- a. *Ranjan Bose to the Historic Preservation Committee as Member with a term expiring 12/31/23 (previously appointed, moving positions)*
 - b. *Brian Adams to the Historic Preservation Committee as Alternate Member #2 with a term expiring 12/31/22*
-

16) DEPARTMENT REPORTS SUBMITTED FOR FILING

- Construction Department
- Department of Public Works
- Fire Department
- Health Department
- Police Department
- Recreation Department
- Code Enforcement/Property Maintenance

17) COUNCIL REPORTS

18) PUBLIC COMMENT

Please state your name and address for the record. Each speaker is limited to one (1) comment of no more than five (5) minutes and no yielding of time to another person.

19) NEXT STEPS AND PRIORITIES

20) ADJOURNMENT

BOROUGH OF MOUNTAIN LAKES
INTEROFFICE MEMORANDUM

TO: Mitchell Stern, Borough Manager
SUBJECT: Third Quarter 2021 Current Budget Report
DATE: October 26, 2021

Attached is the third quarter budget report for the current fund budget:

Summary:

Revenues: The Borough should realize all revenues by year end except for the Municipal Court fines and costs. I am anticipating being about \$4,000 short due to court cases being behind and not as many tickets being written due to the pandemic.

Expenditures: After reviewing all of the budget line items the line items of concern are:

- Health Benefit Waiver – There are a couple of new employees who waived the insurance therefore approximately \$2,700.00 will have to be transferred into this account to cover the costs.
- Police Salaries and Wages – Due to police officers' retiring and new officers being hired the police overtime budget will be over by approximately \$120,000.00. There will be about \$76,000.00 savings in the regular salaries and wages line item, so \$44,000.00 will have to be transferred to the account.
- Police Other Expenses – The budget is over due to: uniform purchases to hire 5 new officers and upgrades for the sergeant (\$5,149.47), training and conferences is over due to mandatory training for 5 new officers and the cost of Sgt. Dimick to attend CPM (\$5,294.56), new hires line item for mandatory psych evaluations, physicals, drug tests etc.(\$2,782.00), Miscellaneous line item for the Policy Maintenance Program which was an unanticipated expense for this year (\$4,874.46). Depending on the remaining balances in the other line items we will need to transfer about \$20,000.00 to the police other expenses.
- Telecommunications – The police and fire line item for their laptops and scanners is more than what was budgeted. This account will be over by approximately \$3,500.00.

Revenues: The majority of our revenue accounts as of 9/30/21 are either at or above 75% collected of the budgeted amount.

- Board of Education Field Lease – The Board of Education was billed in two separate installments and we have been in contact with them. They stated they will be paying us for the entire year in November.
- Board of Education portion of Solid Waste fees – We have received the first and second quarters and are scheduled to receive the third and fourth quarters in November.
- Interest and Costs – Tax Collection and Receipts from Delinquent taxes – the budgeted amounts should be realized by the tax sale.
- The tax collection percentage was 99.21% in the first quarter, 99.02% in the second quarter, and 98.47% in the third quarter. The tax sale is set for 12/15/21 and as of 10/26/21, 9 tax accounts and 9 sewer accounts, and 3 commercial water accounts are on the list.

Expenditures:

- All Salary & Wage accounts – All salary and wage accounts have the first pay in October charged to them since the funds were transferred on 9/29/21.

- General Administration Other Expenses – As of 9/30/21 the budget expenditures are under budget. The majority of the Affordable Housing Administration services line item has not been spent.
- Mayor & Council Other Expenses – There are funds remaining in the seminars, books/supplies, and volunteer recognition line items. The volunteer recognition line item will be spent in December.
- Municipal Clerk Other Expenses – The codification of ordinances and election expenses line item have not been completely paid for yet.
- Finance Other Expenses – The entire yearly contract for MSI has been paid.
- Computer Services – The percentage expended as of 9/30/21 is low however, the police support contract is not paid until December and we have only paid the invoices for the IT maintenance through May.
- Tax Collector – Other Expense - Funds are remaining because not as much was spent on seminars as was budgeted and the tax sale costs weren't incurred yet.
- Tax Assessor – Other Expense – The funds are encumbered for the annual reassessment. No bills have been submitted for tax map revisions this year.
- Legal – Other Expense – Nothing has been expended for litigation and the majority of the funds in the tax appraisal line item is still unspent. We are over budget for the Labor attorney but the overall budget should be sufficient
- Planning Board Other Expenses – The legal bills have been paid through August and nothing has been spent for the consultant.
- Board of Adjustment Other Expenses – The percentage expended and encumbered is 95.96 but that includes the legal contract encumbrance for the remainder of the year. All other line items are sufficient.
- Code Enforcement Other Expenses – These funds are primarily used to clean up maintenance violations. There have not been as many this year so funds should be available at year end.
- Group Insurance – As of 9/30/21 the group health insurance is paid through October 2021. There should be some funds available for transfers in November.
- Insurance – Liability, Worker's Compensation, and Unemployment Compensation – All three of these are paid out for three quarters. There are additional funds remaining in the liability insurance account because we received a reimbursement for the risk management fees.
- Traffic and Safety Committee – Other Expense – They just held a traffic safety and Committee meeting and purchases will be made before year end to spend their budget amount.
- Inter local Service Agreements – Both accounts are encumbered for the entire year.
- Emergency Management Other Expenses – The weather service contract will be paid later in the year and there are still funds available in the equipment line item.
- Volunteer Ambulance Squad Contribution – The contract for ambulance services is encumbered through the end of the year.
- Fire Department – Safety – Other Expense – Funds remain in this budget for training, not sure if this program will be held.
- Streets & Roads - Other Expense – There are funds remaining in several other expense line items. The snow removal line item has funds remaining because we had mild weather in the beginning of the year. There are funds remaining in pot hole repairs and pot hole repairs contracted. The following line items are over budget; equipment and tools, tree removal, line stripping, department supplies and office supplies. The overall account should be okay at year end.
- Shade Tree Other Expenses – The Shade Tree Commission is working with the Borough Manager to finalize the list of trees to be removed.
- Solid Waste – Salary & Wages – There might be some funds available at year end depending on the actual hours worked.
- Solid Waste Other Expenses – The entire contract for the garbage and recycling is encumbered for the remainder of the year.
- Recycling Tax – The tax is only paid through August but this account should be within budget.

- Building & Grounds – Municipal Building – Funds are remaining because not as many expenses were incurred due to the renovation of town hall.
- Vehicle Repairs & Maintenance – There is 80.39% expended and encumbered due to open purchase orders. We will be monitoring this account through the end of the year to ensure there are enough funds.
- Board of Health Other Expenses – The contract for the year is encumbered.
- Environmental Committee – The membership line item is the only one expended, the Committee has not submitted requisitions for the other line items.
- Recreation Salary & Wage – The Borough is waiting for reimbursement from the swim association for the salaries and wages expended during the summer.
- Maintenance of Parks – Funds are remaining in this account for hydro raking which will be completed in November. We budgeted \$8,180.00 for optional services for nutrient inactivation. We did not need these services this year so those funds will be remaining in the budget.
- Aid to Public Library – This is encumbered through November.
- Accumulated Leave Compensation – Salary & Wage – These funds have been moved to the trust account.
- Celebration of Public Events – Only one expense was incurred for the Memorial Day parade. The remaining funds can be used for transfers.
- Electricity and Street Lighting – The electricity and street lighting are paid through August.
- Natural Gas – The account should be within budget.
- Petroleum Products – This account should be within budget.
- Reserve for Salary Adjustment Salary & Wage – This amount can be used for transfers.
- PERS – There are funds remaining in this account to cover the employers' bill for the retro salaries for 2021.
- PFRS – There are funds remaining in this account to cover the employers' bill for the retro salary for 2021.
- Length of Service Awards – This is for the volunteer fire department members and will be paid out in 2022 for all members who qualified during 2021.
- DCRP – Employer Share – Funds will be moved from the Borough Hall capital account to credit this account for Borough Hall employees who are on DCRP.
- Capital Improvement Fund – The amount needed for the 2021 capital ordinances was transferred to the general capital account to be used as down payment money.
- Grant Expenditures – All amounts are transferred to the grant account and the individual charges are made against the grant fund.
- Debt Service – Payments are made in accordance with the debt service schedule, we will be within budget.
- Deferred Charges – These are funds budgeted to pay for the 5 year reassessment emergency.
- Reserve for Uncollected Taxes – A journal entry was made to charge out the full budget amount and credit Amount to be Raised by Taxation.



Monica Goscicki
Chief Financial Officer

Current Fund - Revenue Budgets												
Account Number	Description	Activity to 9/30/2021			Activity to 9/30/2020			%	Received			
		Budget	Activity	Balance	Budget	Activity	Balance					
01-190-07-200-000	AMOUNT TO BE RAISED BY TAXATION	6,862,370.53	-25,786,069.50	32,648,440.03	\$6,772,254.82	-\$24,955,109.89	\$31,727,364.71	-375.76%				
01-192-08-101-000	ANTICIPATED SURPLUS	1,319,338.00	1,319,338.00	0.00	\$1,354,338.00	\$0.00	\$1,354,338.00	100.00%				
01-192-08-101-004	CAPITAL SURPLUS - GENERAL CAPITAL	43,841.00	43,841.00	0.00	\$230,000.00	\$230,000.00	\$0.00	100.00%				
01-192-08-103-000	LICENSES - LIQUOR	12,000.00	12,688.00	-688.00	\$12,000.00	\$12,688.00	\$0.00	100.00%				
01-192-08-104-000	OTHER LICENSES	2,000.00	1,590.00	410.00	\$2,000.00	\$2,290.00	-\$290.00	79.50%				
01-192-08-105-000	FEES & PERMITS	41,500.00	34,025.65	7,474.35	\$31,500.00	\$40,999.09	-\$9,499.09	81.99%				
01-192-08-106-010	CLERK'S FEES & PERMITS	3,500.00	9,092.00	-5,592.00	\$3,500.00	\$4,756.00	-\$1,256.00	259.77%				
01-192-08-110-000	MUNICIPAL COURT FINES & COSTS	20,000.00	9,557.96	10,442.04	\$26,000.00	\$13,506.94	\$12,493.06	47.79%				
01-192-08-112-000	INTEREST & COSTS-TAX COLLECTION	50,000.00	30,315.45	19,684.55	\$43,000.00	\$41,777.10	\$1,222.90	60.63%				
01-192-08-113-000	INTEREST ON INVESTMENTS	20,500.00	26,707.90	-6,207.90	\$20,500.00	\$15,791.60	\$4,708.40	130.28%				
01-192-08-115-000	CABLE FRANCHISE FEES	17,323.00	17,322.99	0.01	\$18,927.00	\$18,927.01	-\$0.01	100.00%				
01-192-08-116-000	UTILITY FUND BALANCE	37,250.00	37,250.00	0.00	\$217,190.00	\$217,190.00	\$0.00	100.00%				
01-192-08-118-000	RECREATION FEES & INCOME	60,000.00	97,743.00	-37,743.00	\$60,000.00	\$61,477.70	-\$1,477.70	162.91%				
01-192-08-119-000	RENT FROM RAILROAD STATIONS	38,192.00	29,503.62	8,688.38	\$37,000.00	\$28,644.30	\$8,355.70	77.25%				
01-192-08-120-000	T-MOBILE CELL TOWER LEASE	71,000.00	55,021.51	15,978.49	\$67,500.00	\$52,905.33	\$14,594.67	77.50%				
01-192-08-121-000	SPRINT/NEXTEL LEASE-1/2 DUE T-MOBILE	20,000.00	15,193.26	4,806.74	\$19,000.00	\$16,635.75	\$2,364.25	75.97%				
01-192-08-122-000	BOARD OF EDUCATION-FIELD LEASE	45,000.00	0.00	45,000.00	\$45,000.00	\$22,500.00	\$22,500.00	0.00%				
01-192-08-123-000	VERIZON GROUND LEASE (AS OF 1/1/17)	33,000.00	25,323.84	7,676.16	\$31,500.00	\$27,400.05	\$4,099.95	76.74%				
01-192-08-125-000	SOLID WASTE FEES	53,600.00	32,080.00	21,520.00	\$53,600.00	\$31,225.88	\$22,374.12	59.85%				
01-192-08-126-000	TRASH BAG RECEIPTS	188,000.00	151,512.50	36,487.50	\$188,000.00	\$162,325.00	\$25,675.00	80.59%				
01-192-08-160-000	UNIFORM CONSTRUCTION CODE FEES	141,000.00	162,334.00	-21,334.00	\$183,000.00	\$164,299.00	\$18,701.00	115.13%				
01-192-08-227-000	RESERVE FOR DEBT SERVICE	0.00	0.00	0.00	\$10,331.00	\$10,331.00	\$0.00	0.00%				
01-192-09-000-000	STATE AID REVENUE (NON-GRANT)	417,293.00	317,998.75	99,294.25	\$417,293.00	\$198,845.65	\$218,447.35	76.21%				
01-192-10-000-000	FEDERAL & STATE GRANT REVENUE	52,192.17	52,192.17	0.00	\$23,745.08	\$23,745.08	\$0.00	100.00%				
01-192-15-499-000	RECEIPTS DELINQUENT TAX	325,000.00	189,657.40	135,342.60	\$287,281.59	\$310,025.58	-\$22,743.99	58.36%				
01-192-18-001-000	CURRENT YEAR TAXES RECEIVED	0.00	25,145,279.20	-25,145,279.20	\$0.00	\$24,597,727.14	-\$24,597,727.14	107.92%				
01-192-20-200-000	UNANTICIPATED REVENUES (MIRNA)		171,201.27	-171,231.27	\$0.00	\$31,611.29	-\$31,611.29					
TOTALS		9,873,899.70	2,200,699.97	7,673,169.73	\$10,154,460.49	\$1,382,514.60	\$8,771,945.89					

Borough of Mountain Lakes Budget Comparison
Current Fund - Expenditure Budgets

Account Number	Description	Activity to 9/30/2021						Activity to 9/30/2020					
		Budget	Activity	Encumbered	Balance	% Expended	% Encumbered & Encumbered	Budget	Activity	Encumbered	Balance	% Expended	% Encumbered & Encumbered
01-201-26-300-020	SHADE TREE COMMISSION - O/E	61,425.00	1,552.00	8,680.00	51,193.00	2.53%	16.66%	\$71,400.00	\$6,785.00	\$6,350.00	\$58,265.00	9.50%	18.40%
01-201-26-305-001	SOLID WASTE - SALARY & WAGES	22,500.00	11,424.83	0.00	11,075.17	50.78%	50.78%	\$22,500.00	\$6,183.00	\$0.00	\$16,317.00	27.48%	27.48%
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	646,688.00	402,453.10	203,863.35	40,371.55	62.23%	93.76%	\$634,550.00	\$414,534.94	\$160,031.27	\$59,983.79	65.33%	90.55%
01-201-26-306-020	RECYCLING TAX	4,700.00	870.18	0.00	3,829.82	18.51%	18.51%	\$4,700.00	\$2,479.20	\$0.00	\$2,220.80	52.75%	52.75%
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	22,600.00	5,797.05	350.99	16,451.96	25.65%	27.20%	\$32,600.00	\$10,255.70	\$1,225.76	\$21,118.54	31.46%	35.22%
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	54,000.00	23,447.83	19,963.49	10,588.68	43.42%	80.39%	\$53,000.00	\$30,468.73	\$8,445.57	\$14,085.70	57.49%	73.42%
01-201-27-330-001	BOARD OF HEALTH - SALARY/WAGE	5,000.00	3,958.27	0.00	1,041.73	79.17%	79.17%	\$5,000.00	\$3,958.27	\$0.00	\$1,041.73	79.17%	79.17%
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	26,585.00	13,292.50	0.00	13,292.50	50.00%	100.00%	\$26,192.00	\$6,192.00	\$0.00	\$0.00	100.00%	100.00%
01-201-27-335-020	ENVIRONMENTAL COMM - OTHER EXP	1,625.00	375.00	0.00	1,250.00	23.08%	23.08%	\$9,400.00	\$2,737.40	\$1,164.33	\$5,498.27	29.12%	41.51%
01-201-27-337-020	WOODLAND COMMITTEE - OTHER EXPENSE	3,700.00	1,873.60	395.25	1,431.15	50.64%	61.32%	\$900.00	\$0.00	\$0.00	\$900.00	0.00%	0.00%
01-201-27-340-020	DOG REGULATION - OTHER EXPENSE	3,000.00	3,000.00	0.00	0.00	100.00%	100.00%	\$2,500.00	\$2,500.00	\$0.00	\$0.00	100.00%	100.00%
01-201-28-370-001	RECREATION DEPT. - SALARY/WAGE	109,953.00	104,617.28	0.00	5,335.72	95.15%	95.15%	\$93,366.00	\$92,813.32	\$0.00	\$552.68	99.41%	99.41%
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	37,125.00	25,777.72	891.61	10,461.67	69.42%	71.82%	\$35,375.00	\$4,598.16	\$351.92	\$30,424.92	13.00%	13.99%
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	135,359.00	51,813.27	21,903.32	61,642.41	38.28%	54.46%	\$155,750.00	\$55,749.53	\$27,313.69	\$72,686.78	35.79%	53.33%
01-201-29-390-020	AID TO PUBLIC LIBRARY	303,708.00	244,617.90	25,279.00	33,811.10	80.54%	88.87%	\$298,015.00	\$248,345.80	\$49,669.20	\$0.00	83.33%	100.00%
01-201-30-415-010	ACCUMULATED LEAVE COMPENSATION - S&W	10,000.00	10,000.00	0.00	0.00	100.00%	100.00%	\$10,000.00	\$10,000.00	\$0.00	\$0.00	100.00%	100.00%
01-201-30-420-020	CELEBRATION OF PUBLIC EVENTS - O/E	6,250.00	310.00	0.00	5,940.00	4.96%	4.96%	\$6,250.00	\$0.00	\$0.00	\$6,250.00	0.00%	0.00%
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	53,025.00	18,518.46	106.85	34,398.69	34.92%	35.13%	\$53,025.00	\$28,306.23	\$56.83	\$24,661.94	53.38%	53.49%
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	47,940.00	24,576.22	3,516.77	19,847.01	51.26%	58.60%	\$47,940.00	\$26,864.04	\$0.00	\$21,075.96	56.04%	56.04%
01-201-31-437-020	NATURAL GAS	25,503.00	16,254.85	0.00	9,248.15	63.74%	63.74%	\$25,250.00	\$15,803.82	\$0.00	\$9,446.18	62.59%	62.59%
01-201-31-440-020	TELECOMMUNICATIONS	22,725.00	17,661.09	2,955.82	2,108.09	77.72%	90.72%	\$22,725.00	\$13,133.71	\$4,098.65	\$19,839.45	57.79%	75.83%
01-201-31-447-020	PETROLEUM PRODUCTS	35,000.00	17,846.83	8,131.42	9,021.75	50.99%	74.22%	\$37,875.00	\$8,734.54	\$9,301.01	\$19,839.45	23.06%	47.62%
01-201-31-456-010	RESERVE FOR SALARY ADJUSTMENT - S&W	15,500.00	0.00	0.00	15,500.00	0.00%	0.00%	\$15,500.00	\$0.00	\$0.00	\$15,500.00	0.00%	0.00%
01-201-36-472-020	SOCIAL SECURITY (O.A.S.I.)	142,137.00	139,544.37	0.00	2,592.63	98.18%	98.18%	\$124,823.00	\$122,230.62	\$0.00	\$2,592.38	97.92%	97.92%
01-201-36-475-000	PFRS - CONTRIBUTION	116,228.00	92,535.32	0.00	23,692.68	79.62%	79.62%	\$112,357.00	\$84,876.33	\$0.00	\$27,480.67	75.54%	75.54%
01-201-36-476-020	LENGTH OF SVS AWARDS (LOSAP)	500,238.00	499,538.00	0.00	700.00	99.86%	99.86%	\$443,314.00	\$442,664.00	\$0.00	\$650.00	99.85%	99.85%
01-201-36-477-020	DCRP - EMPLOYER SHARE	8,500.00	0.00	0.00	22,500.00	0.00%	0.00%	\$22,500.00	\$0.00	\$0.00	\$22,500.00	0.00%	0.00%
01-201-41-700-000	GRANT EXPENDITURES	52,192.17	8,156.85	0.00	343.15	95.96%	95.96%	\$6,500.00	\$4,860.01	\$0.00	\$1,699.99	73.85%	73.85%
01-201-44-901-020	CAPITAL IMPROVEMENT FUND	81,313.00	81,313.00	0.00	0.00	100.00%	100.00%	\$23,745.08	\$23,745.08	\$0.00	\$0.00	100.00%	100.00%
01-201-45-920-020	PAYMENT OF BOND PRINCIPAL	690,000.00	690,000.00	0.00	0.00	100.00%	100.00%	\$412,582.00	\$312,582.00	\$0.00	\$100,000.00	75.76%	75.76%
01-201-45-925-020	PAYMENT OF BAN PRINCIPAL	225,989.00	225,989.00	0.00	0.00	100.00%	100.00%	\$1,020,000.00	\$740,000.00	\$0.00	\$280,000.00	72.55%	72.55%
01-201-45-930-020	INTEREST ON BONDS	152,863.00	152,862.50	0.00	0.50	100.00%	100.00%	\$89,485.00	\$89,485.00	\$0.00	\$0.00	100.00%	100.00%
01-201-45-935-020	INTEREST ON NOTES	59,499.00	59,498.56	0.00	0.44	100.00%	100.00%	\$191,225.00	\$184,225.00	\$0.00	\$7,000.00	96.34%	96.34%
01-201-46-880-020	DEFERRED CHARGES	25,000.00	25,000.00	0.00	0.00	100.00%	100.00%	\$12,982.00	\$0.00	\$0.00	\$12,982.00	0.00%	0.00%
01-201-50-899-020	RESERVE FOR UNCOLLECTED TAXES	1,520,628.53	1,520,628.53	0.00	0.00	100.00%	100.00%	\$20,885.59	\$20,885.59	\$0.00	\$0.00	100.00%	100.00%
TOTALS		9,873,899.70	8,042,677.14	485,047.90	1,346,174.66	81.45%	86.37%	\$10,154,460.49	\$7,689,330.23	\$459,939.84	\$2,005,190.42	75.72%	80.25%

BOROUGH OF MOUNTAIN LAKES
INTEROFFICE MEMORANDUM

TO: Mitchell Stern, Borough Manager

SUBJECT: Third Quarter 2021 Water Budget Report
Third Quarter 2021 Sewer Budget Report

DATE: October 28, 2021


Attached are the third quarter budget reports for the water operating and sewer operating budgets:

Water Operating:

- The total Water Operating budget for 2021 is \$894,786.00, of that amount \$840,073.00 is from water usage fees. Based on the total budget, three quarters' revenue of the water rents would be \$630,054.75. Our receipts through the third quarter were \$561,506.57 which is 69.06% of the budgeted revenue. The percentage collected for what was billed during the third quarter plus the beginning balance was 88.21%. Any revenue collections that exceed our budgeted amount for the year will go into fund balance. As of 10/28/21 \$277,166.84 has been billed for the third quarter.
- The expenditures paid or charged as of 9/30/21 are 65.65% of the total budget. The salaries and wages and social security are slightly under 75% of the budgeted amount, due to a retirement within the DPW. The other expenses are at 56.61% expended. The electric bills are only paid through August, the liability and workmen's compensation insurance is not paid for the 4th quarter and only 39% of the equipment line item has been expended so far this year.
- The PERS employer bill for 2021 has been paid in full but we will be receiving a bill for the 2021 salary increase in 2022.

Sewer Operating:

- The total Sewer Operating budget is \$897,229.00, of that amount \$824,000.00 is from sewer usage fees. Based on the total budget, three quarters' revenue of the sewer usage fees would be \$672,921.75. Our receipts through the third quarter were \$689,305.01 which is 76.83% of the budgeted revenue. The percentage collected for what was billed during the third quarter plus the beginning balance was 79.85%. Any revenue collections that exceed the budgeted amount for the year will go into fund balance. As of 10/28/21 \$216,338.85 has been billed for the third quarter.
- The expenditures paid or charged as of 9/30/21 are 83.07% of the total budget. They are on target for the year. The salaries and wages and social security are slightly under 75% due to a retirement within the DPW. The total other expenses are at 88.63% expended because the funds due to Parsippany are encumbered for the entire year.
- The PERS employer bill for 2021 has been paid in full but we will be receiving a bill for the 2021 salary increase in 2022.


Monica Goscicki
Chief Financial Officer

Borough of Mountain Lakes												
Water Operating - Revenue Budgets												
Activity to 9/30/2021						Activity to 9/30/2020						
Account Number	Description	Budget	Activity	Balance	% Received	Budget	Activity	Balance	% Received	Budget	Activity	% Expended & Encumbered
05-192-08-501-000	ANTICIPATED SURPLUS	\$54,713.00	\$54,713.00	\$0.00	100.00%	\$105,650.00	\$0.00	\$105,650.00	0.00%			
05-192-17-000-000	WATER OPERATING REVENUES	\$840,073.00	\$561,831.69	\$278,241.31	66.88%	\$763,000.00	\$506,163.37	\$256,836.63	66.34%			
05-192-17-100-000	MIRNA - INTEREST EARNED	\$0.00	\$1,672.39	-\$1,672.39		\$0.00	\$10,375.37	-\$10,375.37				
TOTALS		\$894,786.00	\$617,945.96	\$276,568.92	69.06%	\$868,650.00	\$516,538.74	\$352,111.26	59.46%			
Water Operating - Expenditure Budgets												
Activity to 9/30/2021						Activity to 9/30/2020						
Account Number	Description	Budget	Activity	Encumbered	Balance	% Expended & Encumbered	Budget	Activity	Encumbered	Balance	% Expended & Encumbered	
05-201-55-510-001	Water Operating - Salary & Wages	\$434,773.00	\$322,290.61	\$0.00	\$112,482.39	74.13%	\$429,491.00	\$306,959.74	\$0.00	\$122,531.26	71.47%	
05-201-55-520-520	Water Operating - Other Expenses	\$392,451.00	\$199,243.08	\$22,942.34	\$170,265.58	56.61%	\$374,352.00	\$201,997.38	\$37,663.21	\$134,691.41	64.02%	
05-201-55-527-000	Water - Capital Outlay	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%	
05-201-55-531-000	Water - Social Security	\$33,260.00	\$24,011.71	\$0.00	\$9,248.29	72.19%	\$32,856.00	\$22,330.64	\$0.00	\$10,525.36	67.97%	
05-201-55-532-000	Water - P.E.R.S.	\$19,302.00	\$18,950.47	\$0.00	\$351.53	98.18%	\$16,951.00	\$16,599.22	\$0.00	\$351.78	97.92%	
TOTALS		\$894,786.00	\$564,495.87	\$22,942.34	\$307,347.79	65.65%	\$868,650.00	\$547,886.98	\$37,663.21	\$283,099.81	67.41%	
		\$894,786.00	\$564,495.87	\$22,942.34	\$307,347.79		\$868,650.00	\$547,886.98	\$37,663.21	\$283,099.81		

Borough of Mountain Lakes

Sewer Operating - Revenue Budgets

Activity to 9/30/2021

Activity to 9/30/2020

Account Number	Description	Activity to 9/30/2021			Activity to 9/30/2020			% Received
		Budget	Activity	Balance	Budget	Activity	Balance	
07-192-08-501-000	ANTICIPATED SURPLUS	\$53,229.00	\$53,229.00	\$0.00	\$18,566.00	\$0.00	\$18,566.00	
07-192-17-000-000	SEWER OPERATING REVENUES	\$824,000.00	\$629,724.05	\$194,275.95	\$860,000.00	\$653,880.13	\$206,119.87	76.03%
07-192-17-001-000	SEWER - MISCELLANEOUS FEES	\$20,000.00	\$6,351.96	\$13,648.04	\$20,000.00	\$76,282.02	-\$6,282.02	131.41%
TOTALS		\$897,229.00	\$689,305.01	\$207,923.99	\$898,566.00	\$680,162.15	\$218,403.85	75.69%

Sewer Operating - Expenditure Budgets

Activity to 9/30/2020

Activity to 9/30/2019

Account Number	Description	Activity to 9/30/2020			Activity to 9/30/2019			% Expended & Encumbered
		Budget	Activity	Encumbered	Budget	Activity	Balance	
07-201-55-510-001	Sewer Operating - Salary & Wages	\$240,016.00	\$173,966.40	\$0.00	\$237,650.00	\$164,730.87	\$72,919.13	69.32%
07-201-55-520-520	Sewer Operating - Other Expenses	\$614,814.00	\$423,259.29	\$121,670.11	\$620,407.00	\$440,263.65	\$123,244.83	90.83%
07-201-55-527-000	Sewer Operating - Capital Outlay	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00%
07-201-55-531-000	Sewer Operating - Social Security	\$18,361.00	\$12,642.68	\$0.00	\$18,181.00	\$11,860.01	\$6,320.99	65.23%
07-201-55-532-000	Sewer Operating - P.E.R.S.	\$14,038.00	\$13,782.16	\$0.00	\$12,328.00	\$12,072.16	\$255.84	97.92%
TOTALS		\$897,229.00	\$623,650.53	\$121,670.11	\$898,566.00	\$628,926.69	\$123,244.83	83.71%

Borough of Mountain Lakes
 Water and Sewer - Billing and Revenue
 Third Quarter 2021

	July	August	Sept
Water:			
Beginning Balance	\$37,380.50	\$249,674.07	\$61,529.72
Adjustments (+/-)			
Billed - Including Adjustments	\$307,684.17	\$1,593.55	\$792.72
Receipts - Including Adjustments	-\$95,390.60	-\$189,737.90	-\$21,361.79
Ending Balance	\$249,674.07	\$61,529.72	\$40,960.65
Sewer:			
Beginning Balance	\$62,819.21	\$224,263.08	\$84,787.87
Adjustments (+/-)			
Billed - Including Adjustments	\$242,892.46	\$419.36	\$2,459.77
Receipts - Including Adjustments	-\$81,448.59	-\$139,894.57	-\$25,078.49
Ending Balance	\$224,263.08	\$84,787.87	\$62,169.15

Borough of Mountain Lakes
2021 Reserve Accounts

	Balance 12/31/2020	1st Qtr 2021		2nd Qtr 2021		3rd Qtr 2021		4th Qtr 2021		Balance
		Increases	Decreases	Increases	Decreases	Increases	Decreases	Increases	Decreases	
Reserve for Tax Appeals	\$113,354.01			\$200,000.00	\$6,099.95					\$307,254.06
Reserve for Storm Recovery	\$201,948.80	\$1,403.55	\$24.94		\$2,000.00					\$201,327.41
Reserve for Accum. Absences	\$68,410.47		\$34,715.30			\$10,000.00				\$43,695.17
Reserve for Liability Insurance	\$50,000.00									\$50,000.00
Capital Improvement Fund	\$233,618.91			\$81,313.00	\$81,312.00					\$233,619.91
Premium on Bonds	\$42,564.11 *	\$7,107.06			\$43,841.00					\$5,830.17

* Premium on Bonds is part of the General Capital Fund Balance. The balance as of 12/31/2020 is made up of \$3,722.97 for the premium from the 2017 bond sale and \$38,841.14 for the premium from the 2020 bond anticipation note sale.

Borough of Mountain Lakes			
Fund Number	Capital and Trust Accounts		Cash Balance 9/30/2021
4	General Capital		\$ 5,922,626.69
	Subaccounts - Part of the cash balance		
	Capital Improvement Fund Balance	233,619.91	
	Premium on Bonds - Part of Fund Balance	5,830.17	
6	Water Capital		\$ 13,916.02
8	Sewer Capital		\$ 39,712.81
12	Payroll Agency		\$ 87,976.58
13	Animal Control		\$ 6,105.18
14	Unemployment		\$ 37,720.50
17	Developer's Escrow		\$ 119,608.59
18	Other Trust		\$ 312,131.50
	Subaccounts:		
	Reserve for Municipal Alliance	7,674.76	
	Reserve for Parking Offenses Adj. Act	212.69	
	Fire Marshall Trust	6,989.76	
	Tax Sale Premiums	-	
	Video Systems for Police Cars	950.00	
	Reserve for Accumulated Absences	43,695.17	
	Reserve for Storm Recovery *	201,327.41	
	Reserve for Liability Insurance	50,000.00	
	Reserve for Road Opening - Gellert	1,000.00	
	* Open purchase orders of \$49.63 taken out of the balance		
19	Police Outside Services		\$ 71,106.16
20	Affordable Housing		\$ 25,269.57
23	Police Forfeiture of Assets		\$ 3,133.45
26	Flexible Spending		\$ 4,977.28
32	Shade Tree Trust		\$ 20,101.04
33	Recreation		\$ 265,311.00
	Subaccounts:		
	Historic Preservation Comm.	27,589.10	
	Mountain Lakes Centennial Comm.	15,997.97	
	Spruce Edge Parks/Walkways	14,314.28	
	Various Recreation Programs	207,409.65	
49	Net Payroll		35.58



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

400 Boulevard
Mountain Lakes, NJ 07046
P -973-334-3131 ext .2006
F -973-402-5595

TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report for the Borough Council meeting of November 8, 2021.
CC: Robert Oostdyk, Borough Attorney

Mayor and Council,

Water Meter Replacement Project – At our 9/13/21 meeting, I presented a resolution to accept the quote offered by Core and Main for the installation of water meters and related equipment for all water customers on the Borough's water system. Questions arose that have since been answered. Below is a synopsis of the questions / requests and their resolution:

- Request to remove 3% increase after second year – The vendor denied request.
- Wording changes to the Software as a Service agreement – Some of the requested changes were accepted and others were modified.
- Request for clarity that meters could not be hacked – The Vendor advised that the system is designed to prevent hacking, however, they could not offer a written guarantee to this. The company did report that there has never been an issue with someone gaining access into their system.
- Hardware Warranty – Water meters, transmitters (and the batteries in the transmitters) are all warranted for 20 years.

Borough Hall HVAC Equipment Quotes – After publicly advertised requests for bids failed to produce any response, quotes were obtained for the necessary equipment. After review of the quotes by the construction group members of the Borough Hall Renovation Committee, the recommendation is to purchase the equipment from Ferguson HVAC and Gil-Bar Solutions for a total of \$181,155.32.

Borough Hall Cold Formed Steel Quotes – Publicly advertised bids for the furnishing of materials and installation resulted in bids coming in significantly over budget (on two occasions). Quotes were then requested and received for the needed material. After review of the quotes by the construction group of the Borough Hall Renovation Committee, the recommendation is to purchase the material from Windoor, LLC in the amount of \$64,656.85 and perform the installation in-house.

As always, I encourage anyone with questions or concerns to reach out to me.

Mitchell

RESOLUTION AND ORDINANCE REVIEW FOR THE NOVEMBER 8, 2021 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R147-21, AUTHORIZES THE BOROUGH MANAGER TO EXECUTE AN AGREEMENT WITH CORE AND MAIN FOR THE REPLACEMENT OF WATER METERS AND RELATED EQUIPMENT – this resolution authorizes the Borough Manager to execute an agreement with Core and Main for the replacement of all water meters and related equipment within the Borough of Mountain Lakes, as appropriated in the 2021 annual capital budget.

R162-21, AUTHORIZING THE CANCELLATION OF GENERAL CAPITAL RECEIVABLE AND APPROPRIATION BALANCE - this resolution authorizes the cancellation of the \$38,210.53 balance of the NJDOT grant for Ordinance #4-20. The Condit Road project reimbursable costs were less than the budgeted amount.

R163-21, AWARDED A CONTRACT FOR HVAC SYSTEM EQUIPMENT AT THE MUNICIPAL BUILDING TO FERGUSON HVAC AND GIL-BAR SOLUTIONS – this resolution authorizes the Borough Manager to enter into a contract with Ferguson HVAC (\$66,656.32) and Gil-Bar Solutions (\$114,900.00) for the HVAC system equipment at the municipal building. Bids were taken on 6/9/21 and 7/7/21 and no bids were submitted on either date. This award falls within the allotted budget for this equipment.

R164-21, AWARDED A CONTRACT FOR THE FURNISHING OF COLD METAL FRAMING AND EXTERIOR SHEATHING AT THE MUNICIPAL BUILDING TO WINDOOR LLC – this resolution authorizes the Borough Manager to enter into a contract with Windoor LLC (\$64, 656.84) for the purchase of cold metal framing and exterior sheathing material at the municipal building. Bids were taken on 8/31/21 and 10/7/21 and all bids submitted were rejected because they were over budget. This award falls within the allotted budget for this material.

ORDINANCES TO INTRODUCE

None

ORDINANCES TO ADOPT

None

If there are any questions prior to the meeting, please feel free to contact me.

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 147-21

“RESOLUTION AUTHORIZING THE AWARD TO FURNISH AND INSTALL WATER METERS AND RELATED EQUIPMENT FOR THE REPLACEMENT OF ALL OUTDATED EXISTING EQUIPMENT WITHIN THE BOROUGH”

WHEREAS, the Borough seeks to replace all of its outdated water meters and related equipment; and

WHEREAS, the Borough has received favorable pricing utilizing the Educational Services Commission of New Jersey’s (ESCNJ) cooperative pricing award for water meter equipment, and

WHEREAS, Core and Main of Edison, NJ is the vendor that has been awarded ESCNJ contract number 19/202-27 for Sensus water metering equipment; and

WHEREAS, the Chief Finance Officer has determined that sufficient funds are available as evidenced by the Certification attached hereto; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that Core and Main of Edison NJ, shall be awarded the quote for the replacement of all outdated water meters and related equipment in an amount of \$718,085.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on November 8, 2021.

Mitchell Stern, Acting Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Happer						
Korman						
Lane						
Richter						
Sheikh						
Barnett						
Menard						

CERTIFICATION OF THE AVAILABILITY OF FUNDS
04-215-55-991-013 – WATER METER REPLACEMENT PROGRAM


Monica Goscicki, CFO



CORE & MAIN
 61 Gross Ave
 Edison, NJ 08837
 Office 732-225-1039
 Fax 732-225-5313
 Sales Rep: Fred Schweighardt
 Cell 908-872-9730

Borough of Mountain Lakes
Sensus Metering Systems FlexNet
Fixed Base Radio Read
Advanced Metering Infrastructure (AMI) Proposal

<u>FlexNet Infrastructure(Mountain Lakes)</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>
*Tower Gateway Base Stations	2	98,795.00	98,795.00
**Verizon Raven X	2	1600.00	1600.00

Total Infrastructure 100,395

Servers(SAAS hosted at Sensus location)
(see note below)

RNI Setup Fee	1	7,957.00	7,957.00
Sensus Analytic Setup Fee	1	3,750.00	3,750.00
Yearly Fee RNI	1	8,240.00	8,240.00
Yearly Sensus Analytic Fee	1	6,893.00	6,893.00
Sensus Integration Fee	1	3,125.00	3,125.00
Training	1	5,500.00	5,500.00
Base Station Maintenance	1	1,500.00	1,500.00

First Year Fee 36,965.00

Year 2 15,600.00

3% increase per year after year 2

SmartPoints(transmitters)

510M Radios	1447	130.00	188,110.00
-------------	------	--------	------------

Total(Radios) 188,110.00

Meters

¾" IPERL	1123	125.00	140,375.00
1" IPERL	310	190.00	58,900.00
1-1/2" OMNI C2	10	1200.00	12000.00
2" OMNI C2	1	1350.00	1350.00
3" OMNI C2	1	1760.00	1760.00
4" OMNI C2	1	2800.00	2800.00
6" OMNI C2	1	5175.00	5175.00

Total(Meters) 222,360.00



CORE & MAIN
61 Gross Ave
Edison, NJ 08837
Office 732-225-1039
Fax 732-225-5313
Sales Rep: Fred Schweighardt
Cell 908-872-9730

Installation

3/4" or 1" meter	633	135.00	85,455.00
3/4" or 1" dual Sprinkler(2 meters)	400	195.00	78,000.00
1-1/2"-2" meter	11	300.00	3300.00
3"	1	800.00	800.00
4"	1	1200.00	1200.00
6"	1	1500.00	1500.00

Total(Installation) *\$170,255.00*

Total(includes first year of software) *718,085.00*

*Price includes installation of infrastructure. Electricity & Remote Access to be provided by the Borough of Mountain Lakes. Customer is responsible to provide communication link from TGB to RNI (sufficient electrical connections to 1' of the TGB location). Customer responsible for monthly modem bills by Verizon/Comcast, etc and must set up static IP.

State Contract: In order to purchase off the state contract, please submit a PO with the following referenced: "Water Meter Management Services ESCNJ 19/202-27"

Software as a Service Agreement

between

**Mountain Lakes Borough
("Customer")**

and
**Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 2 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall renew for one additional term of 2 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: Mountain Lakes Borough

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Contents of this Agreement:

- Agreement
- Exhibit A Software
- Exhibit B Technical Support

Agreement

1. **General**
 - A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
 - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 4/8/2016 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
4. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
5. **Services.**
 - A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
 - B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
 - A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
 - B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
 - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
 - E. **Intellectual Property Rights.**

- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement. For clarity and avoidance of doubt, this Agreement does not convey a license to Sensus from Customer for any other data transferred through the Services contemplated under the Agreement that is not defined as Customer Data.
 - iv. **Copy of Customer Data.** Upon Customer's written request, Sensus will provide Customer a quote to deliver a CMEP file consisting of the most recent 60 days of CMEP interval file data. Sensus will deliver the CMEP file in accordance with the quote upon Customer's acceptance of the quote.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been

signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules .
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

- C. Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.
 - (e) Sensus personnel will use the self-service portal to document and track incidents.
 - (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).

- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- ii. Calculations

- a. **Targeted Minutes of Operation or TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
- Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer.**
- i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 1. Manages all inbound and outbound traffic to and from endpoints
 2. Outbound routing optimization
 3. Route analyzer
 4. AES256 bit encryption of radio messages
 5. Reports and metric details of network performance and troubleshooting aids
 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 1. Missing read management
 2. Management of duplicate reads
 3. 60 day temporary storage
 - (iii) Application integration
 1. To Sensus Analytics applications
 2. Enable 3rd party application integration
 3. Batch CMEP file export
 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 1. Gas, water, electric, lighting concurrent support
 2. Remote configuration
 3. Remote firmware updates
 4. Reports, metrics and Troubleshooting
 - (v) User Management
 1. Secure access
 2. Password management
 3. Definable user roles
 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 2. Establish the network and security required for the two systems to reasonably communicate.
 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Third Party Software.

- A. RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:
By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements

identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into Salesforce Knowledge Base. • Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 161-21

“RESOLUTION AUTHORIZING THE PAYMENT OF BILLS”

WHEREAS, the Borough Manager has reviewed and approved purchase orders requested by the Department Heads; and

WHEREAS, the Finance Office has certified that funds are available in the proper account; and

WHEREAS, the Borough Treasurer has approved payment, upon certification from the Borough Department Heads that the goods and/or services have been rendered to the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the current bills, dated **November 8, 2021** and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on November 8, 2021.

Mitchell Stern, Acting Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Happer						
Korman						
Lane						
Richter						
Sheikh						
Barnett						
Menard						

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 11/08/2021 For bills from 10/21/2021 to 11/03/2021

Check#	Vendor	Description	Payment	Check Total
19482	2426 - AGL WELDING SUPPLY CO.	PO 24233 DPW - EQUIPMENT & TOOLS - BLANKET 2021	86.27	86.27
19483	196 - ALLIED OIL	PO 24271 DPW - UNLEADED FUEL - BLANKET	6,094.74	6,094.74
19484	189 - ANCHOR ACE HARDWARE	PO 24305 BH:RENOVATION	210.66	210.66
19485	102 - ANDERSON & DENZLER ASSOC., INC	PO 24317 SEPTEMBER 2021 PROFESSIONAL SERVICES	249.83	
		PO 24317 SEPTEMBER 2021 PROFESSIONAL SERVICES	3,119.35	
		PO 24317 SEPTEMBER 2021 PROFESSIONAL SERVICES	166.55	
		PO 24317 SEPTEMBER 2021 PROFESSIONAL SERVICES	2,826.53	6,362.26
19486	2686 - ATLANTIC TACTICAL OF NJ, INC.	PO 24069 POLICE: FIREARMS	92.95	92.95
19487	3828 - BOROUGH OF MADISON	PO 24312 IT BILLING FOR JUNE, JULY AND AUGUST	2,418.25	
		PO 24313 BH RENO: IT BILLING FOR JUNE, JULY AND	2,822.59	5,240.84
19488	4122 - CENTRAL SUPPLY, INC	PO 24343 BH RENO: SUPPLIES	253.50	253.50
19489	4135 - CGP&H, LLC	PO 24326 CORRESPONDENCE FOR AFFORDABLE HOUSING	1,976.00	1,976.00
19490	456 - CHADLER SOLUTIONS, LLC	PO 24339 2021 RISK MANAGEMENT FEE - SECOND INSTAL	4,893.00	4,893.00
19491	4229 - CITY ELECTRIC SUPPLY	PO 23740 BH: RENOVATION	13,000.00	13,000.00
19492	3851 - CORBAN TECHNOLOGIES, INV	PO 24251 POLICE: IR CAMERAS	323.25	323.25
19493	2517 - FF1 FIREFIGHTER ONE, LLC	PO 23882 FIRE DEPT: ANNUAL SERVICE	1,520.00	
		PO 24297 FIRE DEPT: ENGINE MIRROR	971.00	2,491.00
19494	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 23957 WOODLANDS: TRAILHEAD SIGN	395.25	395.25
19495	4241 - GO SMART PORTABLES	PO 24258 BH RENO: POLICE TRAILER	1,900.00	1,900.00
19496	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 23405 ACCT# 01QA0220 - 2021 BLANKET APR-DECEMB	65.00	65.00
19497	4099 - GRYPHON TRAINING GROUP INC.	PO 24121 POLICE: SEMINAR	145.00	145.00
19498	3587 - HASBROUCK FORESTRY, LLC	PO 24222 DPW - TREE REMOVAL CONSULTATION	190.00	190.00
19499	4188 - HERC RENTALS, INC.	PO 24341 BH: RENOVATION	86.00	86.00
19500	4209 - HUNTER CARRIER SERVICES	PO 23369 ADMIN: INTERIM PHONE SYSTEM - ACCT BOML	804.48	804.48
19501	1072 - JACK DOHENY COMPANIES, INC.	PO 24141 SEWER DEPT - VEHICLE REPAIR	1,187.75	
		PO 24221 WATER DEPARTMENT - EQUIPMENT	182.14	
		PO 24327 SEWER DEPT - VEHICLE REPAIR	605.34	1,975.23
19502	4234 - JAG CAR WASH HOLDINGS, LLC	PO 24238 POLICE: CAR WASHES - 2021 Blanket	173.00	173.00
19503	859 - JCP&L	PO 24288 M/A #200 000 020 764: BILL DATE: OCT 11,	475.87	475.87
19504	859 - JCP&L	PO 24310 MAST ACCT# 200 000 021 275 / BILL DATE:	26,207.59	
		PO 24311 ACCT#100 141 241 693 BILL PRD: 9/23 to	51.08	26,258.67
		PO 24314 M/A #200 000 053 658 / BILL DATE: OCT 6,	1,698.88	
		PO 24316 ACCT#100 075 505 725 - BILL PRD:9/23 to	3.10	
		PO 24329 MAST ACCT#200 000 054 011/ BILL DATE: OC	5.14	
		PO 24330 MASTER ACCT# 200 000 569 000 - OCT 22, 2	3,524.43	
		PO 24331 ACCT#100 050 702 156 - BILL PRD: 9/28 -	7.63	5,239.18
19506	4183 - JOHNSON SOILS COMPANY	PO 24109 BH RENO: CONCRETE CYLINDERS	645.00	645.00
19507	1074 - JW PIERSON CO.	PO 23410 DPW - DIESEL FUEL - BLANKET	1,112.05	1,112.05
19508	4061 - LIBERTY BUILDING PRODUCTS	PO 24247 BH RENO: BUILDING SUPPLIES - BLANKET	1,000.00	1,000.00
19509	4277 - MARJAM SUPPLY CO., INC	PO 24265 BH: RENOVATIONS - BLDG SUPPLIES	3,690.19	3,690.19
19510	3303 - MCLOM	PO 24291 COUNCIL: NJ LEAGUE REGISTRATION	50.00	50.00
19511	1338 - MGL PRINTING SOLUTIONS, LLC	PO 24020 CLERK: 2022 DOG/CAT LICENSES	404.00	404.00
19512	3926 - MITCHELL STERN	PO 24289 CONFERENCE REIMBURSEMENT 2021 - HOTEL &	1,147.55	
		PO 24300 ADMIN: CONSTANT CONTACT SUBSCRIPTION- RE	539.00	1,686.55
19513	3167 - MORRIS COUNTY MUNICIPAL	PO 24335 FY2021 4TH INSTALLMENT	44,454.50	
		PO 24335 FY2021 4TH INSTALLMENT	4,116.75	
		PO 24335 FY2021 4TH INSTALLMENT	3,820.75	52,392.00
19514	1371 - MTN. LAKES BOARD OF EDUCATION	PO 24334 NOV 2021 MTN LAKES SCHOOL DISTRICT GENER	1,691,784.05	1,691,784.05
19515	2397 - NAPA AUTO PARTS	PO 24087 POLICE: VEHICLE REPAIR - BLANKET 2021	1,101.92	1,101.92
19516	881 - NCX	PO 22972 ADMIN: 2021 DNS HOSTING / ACCT# GTI - BL	21.95	21.95
19517	3367 - NEW JERSEY EZ PASS	PO 22919 POLICE: TOLLS - ACCT# 2000 1214 1640 8 -	1.00	1.00
19518	4272 - NIRAM, INC	PO 24252 BH: RENOVATIONS/ASBESTOS - BLANKET	8,435.00	8,435.00
19519	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 23377 2021 DENTAL PREMIUMS - GROUP 1624 - APR	2,593.00	2,593.00
19520	3173 - OPTIMUM	PO 23031 FIRE: ACCT# 07876-603439-01-8 CABLE - 20	71.69	71.69
19521	3624 - PREMIERE OUTDOOR MOVIES	PO 24202 OCTOBER 2021 - OUTDOOR MOVIE RENTAL	451.22	451.22
19522	1734 - READYREFRESH BY NESTLE	PO 23926 ACCT# 0016496903 - 2021 BLANKET (6 MONTH	40.38	
		PO 24320 ACCT# 0016496903 - 2021 BLANKET remainde	289.47	329.85
19523	3990 - RICH TREE SERVICE, INC.	PO 24180 DPW TREE PRUNING- RAINBOW TRAIL	1,625.00	1,625.00
19524	3484 - SNAP-ON INDUSTRIAL	PO 23568 DPW - VEHICLE REPAIRS	814.87	814.87
19525	114 - SOLITUDE LAKE MANAGEMENT	PO 23349 2021 LAKE MANAGEMENT - BLANKET - CUST# M	13,262.00	13,262.00
19526	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 22918 POLICE: OFFICE SUPPLIES - 2021 BLANKET	41.82	41.82
19527	2081 - TRI-STATE WATER MAIN TAPS, LLC	PO 22978 WATER DEPARTMENT - LINE REPAIRS - 51 BEL	250.00	250.00
19528	4088 - TURN OUT UNIFORMS, INC	PO 24325 POLICE: UNIFORMS	167.98	167.98
19529	1062 - UNITED SITE SERVICES	PO 24295 BH: TEMPORARY FENCING/PORTA JOHNS 2021 R	230.46	
		PO 24296 OCTOBER - DECEMBER PORTA JOHNS 2021 BLAN	908.00	1,138.46
19530	832 - W.W. GRAINGER, INC	PO 24182 BOROUGH HALL - CONSTRUCTION EQUIPMENT	2,420.06	2,420.06
19531	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 22979 BH: RENOVATION/ ELECTRIC SUPPLIES - BLAN	249.35	249.35
19532	4095 - WEATHERWORKS, LLC	PO 24333 ANNUAL SUBSCRIPTION	1,680.00	1,680.00

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 11/08/2021 For bills from 10/21/2021 to 11/03/2021

Check#	Vendor	Description	Payment	Check Total
TOTAL				1,866,151.16

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	3,727.55			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	50.00			
01-201-20-140-020	COMPUTER SERVICES	1,613.07			
01-201-20-165-020	ENGINEERING SERVICES	2,826.53			
01-201-23-210-020	INSURANCE - LIABILITY	27,899.75			
01-201-23-215-020	WORKERS COMPENSATION	21,447.75			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	2,593.00			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	1,448.88			
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	840.00			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	1,042.69			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	2,741.27			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	329.85			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	3,436.79			
01-201-27-337-020	WOODLAND COMMITTEE - OTHER EXPENSE	395.25			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	451.22			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	14,170.00			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	2,241.70			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	3,524.43			
01-201-31-440-020	TELECOMMUNICATIONS	804.48			
01-201-31-447-020	PETROLEUM PRODUCTS	7,206.79			
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			1,691,784.05	
01-260-05-100	DUE TO CLEARING			0.00	1,790,575.05
TOTALS FOR	Current Fund	98,791.00	0.00	1,691,784.05	1,790,575.05
04-215-55-987-000	2020 CAPITAL ORDINANCE 4-20			489.80	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			36,289.61	
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			1,606.00	
04-260-05-100	DUE TO CLEARING			0.00	38,385.41
TOTALS FOR	General Capital	0.00	0.00	38,385.41	38,385.41
05-201-55-520-520	Water Operating - Other Expenses	31,006.31			
05-260-05-100	DUE TO CLEARING			0.00	31,006.31
TOTALS FOR	Water Operating	31,006.31	0.00	0.00	31,006.31
07-201-55-520-520	Sewer Operating - Other Expenses	5,780.39			
07-260-05-100	DUE TO CLEARING			0.00	5,780.39
TOTALS FOR	Sewer Operating	5,780.39	0.00	0.00	5,780.39
13-260-05-100	DUE TO CLEARING			0.00	404.00
13-286-56-000-000	RESERVE - ANIMAL LICENSE FUND			404.00	
TOTALS FOR	Animal Trust	0.00	0.00	404.00	404.00

Total to be paid from Fund 01 Current Fund 1,790,575.05
 Total to be paid from Fund 04 General Capital 38,385.41
 Total to be paid from Fund 05 Water Operating 31,006.31
 Total to be paid from Fund 07 Sewer Operating 5,780.39
 Total to be paid from Fund 13 Animal Trust 404.00

1,866,151.16

**List of Bills - (3310101001001) CASH - RECREATION
Recreation Trust**

Meeting Date: 11/08/2021 For bills from 10/21/2021 to 11/03/2021

Check#	Vendor	Description	Payment	Check Total
5427	4002 - KAREN BRENNFLECK	PO 24309 REIMBURSEMENT: 2021 HOCKEY FEES	390.00	390.00
5428	3300 - MR. TEES PROMOTIONAL ITEMS, INC	PO 24319 2021 WOODS N LAKE RUN - TEES	1,929.50	1,929.50
5429	4021 - TRISTATE TIMING, LLC	PO 23538 2021 WOOD N LAKE RUN: TIMING SERVICES	1,022.25	1,022.25
TOTAL				3,341.75

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	3,341.75
33-600-00-090-000	Recreation Trust Reserves			3,341.75	
TOTALS FOR	Recreation Trust	0.00	0.00	3,341.75	3,341.75

Total to be paid from Fund 33 Recreation Trust

3,341.75

3,341.75

**List of Bills - (1710101001002) Escrow - Developers - Checking
Developer's Escrow**

Meeting Date: 11/08/2021 For bills from 10/21/2021 to 11/03/2021

Check#	Vendor	Description	Payment	Check Total
5257	102 - ANDERSON & DENZLER ASSOC., INC	PO 24287 SEPT 2021 PROFESSIONAL SERVICES	4,692.94	4,692.94
	TOTAL			<u>4,692.94</u>

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	4,692.94
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			904.83	
17-500-00-091-316	SUNRISE - INSPECTION FEES			706.93	
17-500-00-091-319	HIGHVIEW HOMES LLC			1,082.58	
17-500-00-091-322	BLUE 701, LLC			1,998.60	
TOTALS FOR	Developer's Escrow	0.00	0.00	4,692.94	4,692.94

Total to be paid from Fund 17 Developer's Escrow 4,692.94
4,692.94

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 162-21

**“RESOLUTION AUTHORIZING THE CANCELLATION OF GENERAL CAPITAL RECEIVABLE AND
APPROPRIATION BALANCE”**

WHEREAS, the Condit Road project is complete and the total project costs were less than budgeted; and

WHEREAS, it is necessary to formally cancel the balance of the NJDOT grant and offsetting appropriations for ordinance #4-20 in the amount of \$38,210.53:

NOW THEREFORE, BE IT RESOLVED, by the council of the Borough of Mountain Lakes, that the NJDOT grant receivable and the offsetting appropriations in the amount of \$38,210.53 be cancelled.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on November 8, 2021.

Mitchell Stern, Acting Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Happer						
Korman						
Lane						
Richter						
Sheikh						
Barnett						
Menard						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 163-21

**“RESOLUTION AWARDING A CONTRACT FOR THE HVAC SYSTEM EQUIPMENT AT THE
MUNICIPAL BUILDING TO FERGUSON HVAC AND GIL-BAR SOLUTIONS”**

WHEREAS, bids for the furnishing of an HVAC system equipment at the Municipal Building were promulgated and advertised for opening on June 9, 2021 and on July 7, 2021; and

WHEREAS, in response to both bid requests no bids were submitted; and

WHEREAS, the Borough Council, pursuant to the Local Public Contracts Law, directed the Borough Manager to proceed with negotiations to obtain proposals for the HVAC system equipment; and

WHEREAS, the Borough Manager has advised the Council that the lowest proposal for the purchase of the HVAC system equipment at the Municipal Building was obtained by a combination of proposals from Ferguson HVAC in the amount of \$66,656.32 and Gil-Bar Solutions in the amount of \$114,900.00 which is within the budget for the project.

NOW THEREFORE, BE IT RESOLVED, by the council of the Borough of Mountain Lakes, that the contract for HVAC system equipment at the Municipal Building is awarded to Ferguson HVAC in the amount of \$66,656.32 and Gil-Bar Solutions in the amount of \$114,900.00 as a negotiated contract award.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on November 8, 2021.

Mitchell Stern, Acting Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Happer						
Korman						
Lane						
Richter						
Sheikh						
Barnett						
Menard						

CERTIFICATION OF THE AVAILABILITY OF FUNDS
04-215-55-989-234 - B.H. O/E HVAC \$181,556.32


Monica Goscicki, CFO



FERGUSON HVAC #2684
 300D ROUTE 17 SOUTH
 MAHWAH, NJ 07430-0000

Phone: 201-529-8008
 Fax: 201-529-8110

Deliver To: XL/XC95 & XV20
 From: Joshua Finchler
 Comments:

12:19:29 OCT 05 2021

Page 1 of 2

FERGUSON HVAC #2676
 Price Quotation
 Phone: 201-529-8008
 Fax: 201-529-8110

Bid No: B120809
Bid Date: 10/05/21
Quoted By: JSF

Cust Phone: 973-853-3300
Terms: NET 30 DAYS

Customer: CENTRAL AIR & HEAT LLC
 7 HILLCREST DRIVE
 ZDENEK BALAZ
 HEWITT, NJ 07421

Ship To: CENTRAL AIR & HEAT LLC
 7 HILLCREST DRIVE
 ZDENEK BALAZ
 HEWITT, NJ 07421

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total

	RTU-1:				
SP-YHC067E3RHA4ADM	5T G	1		EA	
	RTU-2:				
SP-YHC120F3RHA4ADM	10T G/E PKG	1		EA	
	RTU-3:				
SP-YHC074F3RHA4ANZ	6T G/E PKG	1		EA	

TBAYSENS251A	CO2 SNSR WM	3		EA	
TBAYSENS119A	NIGHT SETBACK W/FUNCTION	3		EA	
TBAYSENS036A	WALL HUMIDITY ZONE SNSR	3		EA	
	SUBTOTAL				38348.00

	STANDARD FACORY CURBS:				
TBAYCURB043A	DNFL ROOF CURB	2		EA	
TBAYCURB044A	DNFL ROOF CURB	1		EA	
	SUBTOTAL				1279.00

	PRICE INCREASE FACTORED IN				

	TRANE CATALYTIC AIR				
	FILTRATION CURBS:				
SP-KCCTT24-CC1-PCO	PCO ADAPTER	2		EA	
SP-KCCTT95-CC1-PCO	PCO ADAPTER	1		EA	
SP-BAY043KD	14"TALL KNOCKDOWN	2		EA	
SP-BAY044KD	KNOCKDOWN 14" TALL	1		EA	
	SUBTOTAL				22511.64
			Net Total:		\$62138.64
			Tax:		\$4116.68
			Freight:		\$0.00
			Total:		\$66255.32



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
 Scan the QR code or use the link below to
 complete a survey about your bids:
<https://survey.medallia.com/?bidsorder&fc=2684&on=414>

12:19:29 OCT 05 2021

Reference No: B120809

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2684&on=414>



GIL-BAR Solutions
 321 Snyder Ave
 Berkeley Heights, NJ 07922
 Phone: (732) 981-9400 Fax: (732) 965-3408

QUOTATION
 Revised
 Emailed Date: 10-30-21

To: All Bidders

Project: Mountain Lakes Municipal Building
 Location: 400 Blvd Mountain Lakes NJ
 Bid Date: 09/24/2021 Plan Date: 04/09/2021 Addendum: _____
 Project: 8515 Plan #: _____
 Engineer: SHINE ENGINEERING Proposal: 005670 Revision: 02

ITEM A: ONE (1) AAON ROOFTOP UNIT

PACKAGED UNIT

TAG	MODEL	VOLTAGE	QTY
OAU-1	RQ-004	208V/3/60	(1)

EQUIPMENT FEATURES:

- ETL labeled
- Double wall unit construction with foam insulation - R-value of 13
- Double wall access doors with full length stainless steel hinges
- Exterior paint finish shall be capable of withstanding at least 2,500 hours, with no visible corrosive effects, when tested in a salt spray and fog atmosphere in accordance with ASTM B 117-95 test procedure.
- R-410A refrigerant
- Digital scroll type compressor on lead stage
- Hot gas bypass on lag stage
- DX coil with thermostatic expansion valve
- Stainless steel drain pan
- High turndown modulating natural gas heater with stainless steel heat exchanger
- Modulating hot gas reheat coil for dehumidification
- Motorized outside air dampers with 2-position actuator
- ECM controlled condenser fan via head pressure
- Direct drive plenum type supply fan with premium efficiency motors & VFD - factory supplied, mounted & wired
- Exhaust fan with premium efficiency motors & VFD - factory supplied, mounted & wired
- Permanent cleanable metal mesh outside air pre-filter
- 2" 30% efficient MERV 8 pre-filters (one-set)
- 4" 85% efficient MERV 13 after-filters (one-set)
- Clogged filter switch
- Single point power connection
- Fused GFI 115V convenience outlet - factory mounted & wired
- Non-fused disconnect switch - factory mounted & wired
- Phase & brown out protection

- Remote safety shutdown terminals
- Wattmaster Make up Air (MAU) unit controller - integrated BACnet MSTP
 - o Touch screen system manager - shipped loose for field installation/wiring by others. Note: 24V power source required - by others
 - o Supply air temperature sensor - shipped loose for installation by others
- Seismic rated roof curb

WARRANTY / FIELD SERVICES:

- EXTENDED Five (5) parts warranty begins at shipment - parts only, labor by others
- Five (5) year compressor warranty begins at shipment - parts only, labor by others
- Start-up services - during normal business hours

NOT INCLUDED ITEMS & CLARIFICATIONS:

- Rigging / Installation / Handling
- Mounting and wiring of any sensors shipped loose
- Bypass on VFD
- Smoke detectors
- Power & control wiring
- Interlocking of equipment
- Ductwork / Duct lining / Duct insulation
- Piping / Piping specialties / Piping insulation
- Seismic calculations
- Vibration isolated or sloped curbs
- Spare filters & parts
- Gas booster pump
- Gas pressure regulator
- Airflow monitoring system
- Owner training services
- Labor warranties - parts only warranty is supplied
- Commissioning / Service contracts & labor
- Testing / Adjusting / Balancing
- Maintenance / Cleaning / Inspections
- Service calls / Diagnostic calls

TOTAL NET BUY PRICE: \$24,000.00 – MUST BE RELEASED BEFORE 2022

ITEM B: TWO (2) HITACHI VRF SYSTEMS

VRF SYSTEMS WITH (24) INDOOR UNITS

TAG	OUTDOOR MODEL	VOLTAGE	QTY
ACCU-1,2	HVAHR240B32S	208V/3/60	(2)

TAG	INDOOR MODEL	VOLTAGE	QTY
HP-1,3,4,5,8	TIWM006B21S	208-230V/1/60	(5)
AC-9,10,11,12,19	TIWM008B21S	208-230V/1/60	(5)
AC-7,15,16,22,24	TIWM012B21S	208-230V/1/60	(5)
AC-17	TIWM015B21S	208-230V/1/60	(1)
AC-13,14,18,20,23	TIWM018B21S	208-230V/1/60	(5)
AC-2,21	TIWM024B21S	208-230V/1/60	(2)
AC-6	HMAHP24B21S	208-230V/1/60	(1)

EQUIPMENT FEATURES:

- Outdoor heat recovery VRF system condensing unit (ACCU-1,2)
- Indoor wall mounted units - all except AC-6
- Indoor multi-positional air handling unit - AC-6 only
- Galvanized steel cabinet on condensing unit
- Direct drive, double blade condenser fans
- Condensate drain pumps for each indoor unit - shipped for field installation by others
- Wall mounted thermostat zone controllers for indoor units - shipped for field installation by others
- Wired central controller - shipped for field installation by others
- HP-6,24 ONLY: Phenomenal Aire Bi-polar ionizers - shipped loose for field installation by others
- Low ambient damper kit for cooling below 0°F
- (3) multi-port change over boxes
- WIFI Communication – can be used on mobile device or computer. Computer not included.

WARRANTY / FIELD SERVICES:

- Hitachi VRF standard warranty is 7 years on the compressor, 1 year on parts - begins upon shipment. This warranty requires the contractor to be installation certified. If the contractor does not have installation certification, there will be NO warranty. If the contractor has installation AND commissioning certification, warranty will increase to 10 year compressor and 10 year parts upon successful completion of warranty registration, labor by others.
- Start-up services - during normal business hours

NOT INCLUDED ITEMS & CLARIFICATIONS:

- Hyper heat capabilities - condensing units are sized to meet scheduled heating capacities at 0°F
- Refrigerant / Charging / Evacuation
- Ductwork / Duct materials / Duct insulation
- Acoustical lining
- Piping / Pipe specialties / Piping insulation
- Control valves, ball valves, oil traps, steam traps, expansion valves, solenoid valves, moisture indicators, filter driers, unions, pressure relief valves, strainers

- External vibration isolation / Seismic considerations
- Smoke detectors
- Concrete, neoprene, housekeeping pads / Equipment bases, curbs, rails
- Hangers / Supports
- Disconnect switches / Starters - by others
- Evaporator speed controllers - by others
- DC bus protection
- Leak detection
- Steel dunnage
- Interlocking of equipment - by others
- Power & control wiring
- Installation or wiring of thermostats
- Filters / filter boxes
- Spare parts & filters
- Auxiliary drain pans - by others
- Commissioning / Service contracts & labor
- Testing / Adjusting / Balancing
- Leakage testing
- Owner training services
- Services calls / Diagnostic calls / Emergency calls
- Maintenance / Cleaning / Inspections
- Labor warranty - parts only provided

TOTAL NET BUY PRICE FOR ITEM B.....\$ 85,000.00 – MUST BE AWARDED BY 11/15/2021

ITEM C: TWO (2) HITACHI SMARTFLEX SYSTEMS

DUCTLESS SPLIT SYSTEMS

TAG	MODEL	SERIES	VOLTAGE	QTY
ACCU-1,2	DHP24CSB21S	P	208V/1/60	(2)
AC-1,2	DHP24NWB21S	P	208V/1/60	(2)

EQUIPMENT FEATURES:

- Outdoor heat pump condensing unit: P Series
- Indoor wall mounted unit: P Series
- DC scroll inverter driven rotary compressor
- Low ambient cooling down to 0°F
- Heavy-gauge steel frame cabinet construction
- 18 SEER cooling efficiency rating
- Condensate drain pump - shipped loose for field installation by others
- Wired zone controllers - shipped loose for field installation by others

WARRANTY / FIELD SERVICES:

- Hitachi Smartflex Mini Split System standard warranty is 5 year parts, 7 year compressor - begins upon shipment. If successfully registered by Hitachi certified contractor within 60 days of install, warranty will

increase to 10 year parts and compressor. Labor by others

NOT INCLUDED ITEMS & CLARIFICATIONS:

- Low ambient cooling below 0°F
- Piping / Piping specialties / Piping insulation
- Dehumidification
- Wind baffles
- Filter boxes
- Smoke detectors / static pressure sensors / CO₂ sensors / Control valves
- Condensate piping
- Refrigerant / Charging / Evacuation
- Drain pan level switch
- Power & control wiring
- BMS interface
- Thermostat baseplates - by others
- Disconnect switches / 24V transformers
- Rigging / Installation / Roofing / Hanging
- Concrete pads / Equipment bases / Equipment curbs
- Hangers / Supports
- External vibration isolation
- Spare parts & filters
- Labor warranty
- Maintenance / Cleaning / Inspections
- Testing / Adjusting / Balancing
- Commissioning / Service contracts & labor
- Service calls / Diagnostic calls / Emergency calls
- Start-up & owner training services - by others

TOTAL BUY NET PRICE FOR ITEM C.....\$ 5,000.00

The above price does not include sales tax. Freight terms are FOB factory, first destination allowed.
Manufacturer's terms and conditions apply. Prices are valid for 30 days.
All Credit Card payments will be subject to a processing fee of 3.5%.
Orders on hold for 6 months or more after a purchase order is issued are subject to price escalations at the rate of 1% per month.

Sincerely,
GIL-BAR Solutions

**GIL-BAR Solutions, 321 SNYDER AVE., BERKELEY HEIGHTS, NJ 07922
PHONE (732) 981-9400 FAX (732) 965-3408**

TERMS AND CONDITIONS OF SALE

1. If an order is to result to GIL-BAR Solutions as a result of this proposal, it will be accepted based on the Terms and Conditions provided herein as well as those of the equipment manufacturer.
2. Production times are an estimate only and based on the current lead times as quoted from the factory. In any manufacturing facility lead times are subject to change. Seller shall not be held responsible for any loss, detention or delay caused by fire, strike or military authority, mother nature, insurrection or riot, by failure to secure materials from usual sources or any other circumstances beyond seller's control, which shall prevent the seller from fabrication and/or shipment in the usual course of business. Lead times commence after an approved submittal is received by GIL-BAR Solutions and credit is approved. No guarantee of shipment is made by any such date. GIL-BAR Solutions shall have no liability or other obligation for failure to ship on such date, including cancellation, regardless of cause.
3. Deliveries shall be made FOB manufacturer's factory, with title passing to buyer upon delivery to the carrier at the manufacturing facility. In the event that equipment is damaged in transit, it is the responsibility of the buyer to file a claim with the carrier. In no event shall payment to GIL-BAR Solutions or the manufacturer be held, due to a pending claim with a freight carrier. Equipment costs include common carrier freight (except on Parts Orders). GIL-BAR Solutions is not liable for jobsite conditions (i.e.: freight elevator, rigging charges or delivery to jobsite).
4. This proposal is subject to acceptance within thirty days from date, and the prices are subject to change without notice prior to acceptance buyer. Delays in shipment as a result of the actions of the buyer are also subject to price increase. Past due invoices are subject to an interest charge.
5. GIL-BAR Solutions and the specific equipment manufacturer shall only be obligated to furnish the goods described in its submittal data and as described herein.
6. Payment terms are Net 30 days. State and local taxes are not included.
7. All payments, over \$2000.00, made using a credit card will be subject to a processing fee of 3.5%.
8. Most unit warranties are for parts only from 12 months from startup or 18 months from shipment, whichever occurs first. Parts purchased through our Parts Department are warranted for 12 months from ship. Any additional warranties must be completely stated on its proposal form. Warranty labor is not included. The warranty states that the goods sold shall be free of defects in material and workmanship, except that there is no guarantee against corrosion or abrasion of any goods. GIL-BAR Solutions and the manufacturer make no other expressed guarantee whatsoever as to any goods manufactured or supplied by others, no other express warranty, and no affirmation by word or action shall constitute a warranty. In addition, there shall be no implied warranties of merchantability or fitness for any particular purpose.

The obligations and liabilities under this warranty are limited to either repairing or replacing at our option the goods to new condition. Under no circumstances shall we be liable to pay for the cost of lost refrigerant. In addition, we shall not, in any manner whatsoever, be liable for any incidental or consequential damages, loss of profits or expenses for breach of warranty or the inability to use this product. Nonetheless, if we should be found liable for any damages, they shall be limited solely to the purchase price of the equipment. No liability whatever shall attach GIL-BAR Solutions and the manufacturer until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective. This warranty shall be void for any goods which have been modified or repaired without our authorization in writing or that have been subject to misuse, negligence or accidents or that have been operated in a manner contrary to our printed instructions or have not been paid for within our payment terms.
9. Purchaser shall not cancel the contract without prior written consent of GIL-BAR Solutions and/or the manufacturer. Cancelled orders are subject to charges including, but not limited to costs to date and a reasonable profit.
10. The buyer upon release of the goods to manufacture acknowledges these terms unless GIL-BAR Solutions is notified in writing prior to release.

**TRANE**

Proposal

(Price / Scope Valid For 30 Days)

Prepared For: All Bidders**Date:** October 1, 2021**Job Name:**
Mountain Lakes Municipal Building**Completion Date:**
12/31/22**Proposal Number:** 3116364MS**Payment Terms:** Net 30 Days**Engineer:** Shine Engineering**Presented By:**
Trane Company / Trane Technologies
19 Chapin Road, Bldg. B, Suite 200
Pine Brook, NJ 07058**Delivery Terms:**
Freight Allowed and Prepaid - F.O.B. Factory

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

This Scope of Work will be executed based on Trane's scope of work proposed herein, which is a clarification of the plans and specifications, and adheres to Trane's "Standard Contract Terms and Conditions" only; any other document and/or contract will not bind and/or supersede these conditions.

Building Automation System

This proposal has been developed from the following documentation:

- Plans and Specs prepared by: **Shine Engineering**
- Mechanical drawings M101 through M dated 03/20/20
- Electrical drawings **Documents not provided to Trane at time of bid. All additional work as a result of these documents that is not listed below is not included from this bid.**
- Specification sections on plans
- Additional drawings reviewed: No additional documents provided to Trane at the time of this bid. All additional work as a result of these documents that is not listed below is not included from this bid.

Trane's pricing accounts for the following considerations:

- **Straight Time Labor**
- Trane's Electrical field installation will be performed by: **Union Electrical Contractor**
- Electrical Installation: Refer to Electrical Clarification section below
- Trane has included our standard controls start-up and checkout labor practices for this project. In addition, Trane has included training, commissioning assistance, and balancing assistance hours stated below. Any time above and beyond must be purchased separately on a T&M basis upon request.
 - Training [hours]: 4
 - Balancing Assistance [hours]: 2
 - *****Assistance only: Trane Excludes provision of commissioning or balancing agents.**
- **1 Year** parts and labor warranty against defects in material and workmanship on all new, Trane provided, field installed, DDC controllers and components.
- Project to be completed by **May 31, 2022**; escalation costs incurred after this date are not included and will be in addition to the Total Net Price(s) stated below. Added costs will depend upon the remaining scope identified at that time.

The following is Trane's scope of work:

- 1) **Trane Building Automation System (BAS) Front-End Equipment:**
 - a) **System Level Controller(s) (Trane Tracer SC+)** - Trane to furnish and install system level controller(s) for interaction with the BAS. They will be provided with a web-based communication interface for remote

communications by the Owner or Trane field personnel. The Tracer SC+ provides the ability to access the BAS from any standard PC, laptop, or smartphone using standard Web browser software (i.e. Internet Explorer or Google Chrome) and is password protected to ensure authorized access. The Owner is to provide the Local Area Network or internet connection within 10 feet of the Tracer SC+ panel(s), and a static IP address. **All charges for Internet use to be provided by the Owner and are not included in this proposal.**

- b) Trane to setup operator interface for proper interaction with the BAS. User workstation interface will be:
 - i) **Owner furnished**
- c) **New Graphics** - Operator interface graphics will be generated for each mechanical system identified below in our scope of work. Operator graphics shall include standard 3-D mechanical system and/or custom floor plan graphics for review of control variables, set points, and alarms. BAS floor plan graphic development is dependent upon Trane receiving completed floor plan drawings in either AutoCAD or PDF formats.

2) **Associated mechanical equipment:**

- a) (3) Roof Top Units (RTU-1, 2, 3) with factory mounted DDC controls. BAS will provide monitoring, control, and alarming of available points and field installation of the following devices:
 - i. Room temperature sensor [wired]
 - ii. Return air temperature & humidity sensor
 - iii. Duct static pressure sensor [VAV units only/ RTU-3 ONLY]
 - iv. Communication bus [wired - BCI]
- b) (1) Roof Top Units (OAU-1) with factory mounted DDC controls. BAS will provide monitoring, control, and alarming of available points and field installation of the following devices:
 - i. Room temperature sensor [wired]
 - ii. Return air temperature & humidity sensor
 - iii. Discharge air temperature sensor
 - iv. Communication bus [wired - BCI]
- c) (3) Terminal Reheat VAV Boxes units with factory mounted DDC controllers. BAS will provide monitoring, control, and alarming of available points, and field installation of the following devices:
 - i. Room temperature sensor [wired]
 - ii. Communication bus [wired – BACnet controller]
 - iii. Electrical 208 vac power provided by Project Electrical Contractor
- d) **(2) Split System(s)** with field installation of the following devices:
 - 1. Interlock to Outdoor Air-Cooled Condenser
 - 2. Wiring to the following components associated with the Indoor Unit:
 - i. Space Thermostat [Furnished by manuf.]
 - ii. Communication bus [wired – BCI (indoor unit only)]
- a) **VRF System.** BAS will provide monitoring, control, and alarming of available points.
 - 1. Includes field installation of the following devices:
 - i. CAT-6 Wiring to Centralized Controller. Trane will provide integration to the VRF Centralized Controller via BACnet/IP.
 - ii. Interlock to **(3)** Outdoor Air-Cooled Condensing Unit(s)
 - 2. Low Voltage Daisy Chain Communication Wiring (16Ga TSP) to the following components:
 - i. **(24)** Indoor Unit(s)
 - ii. **(2)** Branch Controller(s)
 - 3. Wiring to the following components associated with **each** Indoor Unit:
 - i. Space Thermostat [Furnished by manuf.]

3) **Project Management, Design Engineering, Field Engineering, and Operator Training Labor:**

-
- a) Trane has included factory-trained BAS Project Management, Project Engineering, and Field Technician labor required to deliver a functional control system as qualified in this proposal. Mechanical startup is not included unless otherwise specified above.
 - b) Trane to provide factory standard engineered control submittals including product data sheets, and associated mechanical system sequence of operations. Any additional modifications or formatting that is not in the plans and specification are not included in this proposal.
 - c) Project Management and field installation labor will be provided based upon project schedule and mechanical equipment field readiness.
 - d) Trane has included an allowance, as stated above, for a field technician to assist the Balancing Contractor (BC) to connect their laptop for hydronic and air systems testing. This assistance includes helping the BC review the site, connect to the network and discover all devices. This assistance **DOES NOT** include a technician to work with the BC as they perform their work. The BC **MUST** possess their own laptop with a licensed copy of Trane balancing tool software. Contractor **MUST** provide Trane two weeks' notice for prior to scheduling. Trane will provide Time & Material billing based on published labor rates beyond the allotted allowance hours.
 - e) Trane to provide O&M manuals and as-built control submittal drawings upon completion of the project
 - f) BAS Operator training allowance included as stated above. Additional training support hours are available on a T&M basis upon request. Training to be completed within (3) month of system acceptance.
- 4) **Electrical installation work clarifications:**
- a) Trane has included 120 vac power wiring for (2) field mounted panels and electronic digital controllers in our scope of work. All other 120 vac end devices and panels are to be installed and wired by Division 26 Project Electrical Contractor, and **are not** included in this proposal.
 - b) Trane is excluding power wiring of any kind (not listed above). Including but not limited to equipment, VAV boxes, DDC control panels and 120 vac control valve actuators
 - c) BAS control wiring will be installed in EMT conduit in exposed mechanical spaces. For all other locations (i.e. ceilings and walls), wiring shall be installed with properly supported plenum rated cable outside of conduit.
 - d) Outdoor control wiring shall be installed in galvanized rigid conduit or outdoor rated EMT that meets the National Electric Code requirements for the location of the project.
 - e) Trane has not included any labor associated with trenching required for underground conduits
 - f) Trane electrical installation labor includes cleanup labor to ensure the work areas are clean of debris at the end of each working day. It has been assumed by Trane, the GC/CM for the project will be providing central collection areas for all project related debris.
- 5) **Warranty/Service Agreement**
- a) Includes a one-year parts & labor warranty against defects in material & workmanship on all new, Trane provided, field-installed, DDC controllers and components. Warranty repair and replacement labor will occur during normal working hours.
 - b) Warranty will end 18 months from shipment date or 12 months beginning with the date of beneficial use, whichever comes first.
 - c) In the event of construction phasing of this project, each DDC system in a completed Phase will be warranted for 12 months, beginning with the date of beneficial use.
 - d) BAS parts & labor warranty applies to field-installed controls only. Please refer to the equipment proposal for warranty coverage of the DDC controls factory supplied with the HVAC equipment.
 - e) Extended warranties are available upon specific requests
 - f) Trane has not included an in-warranty service agreement within this proposal that includes Trane Intelligent Services, and/or Occupancy Adjustment visits to ensure proper operation during the warranty period described above.
- 6) **Clarifications:**
- a) Trane is unable to release control submittals, order any materials or provide field labor until the tax determination for the project has been confirmed. If the project is exempt of taxes, Trane must be given appropriate state exempt forms at the onset of the project
 - b) Trane will begin control submittals after the receipt of all approved Trane, non-Trane equipment submittals, and a detailed project schedule.
 - c) Trane's BAS proposal and pricing is based upon Trane providing the HVAC equipment, with factory installed & tested controls, as described in this proposal. If non-Trane HVAC equipment is provided, Trane reserves the right to modify this proposal and subsequent pricing based upon the mechanical equipment being provided.
 - d) Non-Trane systems being integrated to the BMS will come with the necessary material, labor and technical support to facilitate the integration to the BMS at no cost to Trane.
 - e) Trane has included our standard start-up and checkout labor practices for this project. Upon requiring coordination, documentation, and/or demonstration of systems performance to a designated Commissioning

Agent Trane reserves the right to modify our pricing. A meeting is to be established to outline the method and documentation required for the commissioning work required.

- 7) **NOT Included:**
- a) **Any work associated with Gas Detection, Exhaust Fans, and Terminal Heating equipment. This includes furnishing and installation.**
 - b) Providing, wiring, controlling or monitoring of any equipment/devices not included in the above scope
 - c) Furnishing of PC or laptop computer for interface with BAS (refer to scope of work above).
 - d) Electrical installation labor and material not included in the above scope.
 - e) Interfacing to another BAS, to include any third party devices, software/hardware and any associated wiring and labor associated with integration
 - f) Startup, testing, troubleshooting or commissioning of equipment and devices not furnished by Trane. This includes miscellaneous control wiring provided by Trane for third party items
 - g) Furnishing Variable Frequency Drives, starters, HOA switches, disconnects and/or associated electrical power wiring or integration.
 - h) Installation of valves, dampers, pipe pressure taps, temperature sensor wells, pressure sensor/switch/transducer line sensor tubing and air flow measuring station
 - i) Furnishing of control dampers
 - j) Furnishing or installation of manufacturer supplied Boiler equipment, safeties, integral controls, gas train controls emergency shutoff switches, remote components and boiler circulating pumps control and associated wiring
 - k) Installation and furnishing of Boiler Safety Glass Shutdown and associated wiring
 - l) Boiler combustion dampers, control and associated wiring
 - m) Humidifier, Steam Generator, associated instruments, safety wiring and associated devices, utility piping, electrical power wiring, remote panel installation, or start-up labor
 - n) Stairwell pressurization control and any associated wiring
 - o) Air compressor and associated field devices with existing pneumatic system
 - p) Sales Taxes
 - q) Alternate(s)/Add Alternate(s) are not included in the base scope
 - r) Fire, Smoke and/or Fire/Smoke dampers and any associated wiring
 - s) Exhaust Fans Dampers and associated wiring
 - t) Smoke detectors; interface wiring with fire alarm system; smoke purge initiation
 - u) Trenching required for underground conduit installation
 - v) Any cost associated with liquidated damages
 - w) Bid, Performance, or Payment Bonds
 - x) Access doors
 - y) Calibration certificates for any control devices
 - z) Demolition; excavation, roof penetrations; ceiling tile removal or replacement, cutting, patching and painting
 - aa) Checkout, repair, replacement or warranty of existing equipment
 - bb) Accelerated shipping costs
 - cc) Temporary, Standby or Overtime Labor; *All work figured to be done during normal working hours(7am to 3:30pm)*

Tag Data - Gas Fired Rooftop Unit (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	OAU-1	1	Gas Fired Rooftop Unit	OABD048D3

Product Data - Gas Fired Rooftop Unit

Item: B1 Qty: 1 Tag(s): OAU-1

Airflow Configuration: Horizontal Discharge/Horizontal Return

Installation: Outdoor

Evaporator Coil: DX 4 Row Interlaced

Hot Gas Reheat: Modulating

Compressor: Digital Scroll Primary Circuit

Condenser: Air Cooled Variable Speed Head Pressure Control

Indoor Blower Motor: ECM w/ Backward Curved Plenum Fan

Heat Type: Indirect Fired (IF)

Fuel Type: Natural Gas

439 Stainless Steel Furnace: 100 Mbtu/h, (5:1 Turndown NG, 4:1 Turndown LP)

Unit Controls: Trane UC600 - Discharge Air Control w/BACNET w/Display

Damper Options: Modulating OA/RA Damper for Economizer Control
 Filters: MERV-13
 Smoke Detectors: Supply & Return
 Electrical Options: Non-Fused Disconnect Switch w/ 115v Outlet (B/G)
 Air Flow Monitoring: IFM Fan Piezo Ring/Tap
 Accessories: Condenser Hailguard
 Curb Selection: Horizontal Discharge Curb
 Warranty: 1-Year Parts Only (manufacturer warranty)
 Warranty: 5-Year Digital/Variable Speed Scroll Compressor
 Supply Discharge Air Sensor (FLD)
 2 inch Double Wall Construction
 Stainless Steel Drip Pan
 Startup & 1st Year Labor Warranty by New Jersey Trane Service

NOT Included: Control wiring, piping specialties, external vibration isolation, rigging/receiving, sheave changes, and spare parts.

Tag Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop (Qty: 3)

Item	Tag(s)	Qty	Description	Model Number
C1	RTU-1	1	5 Ton R-410A PKGD Unitary Gas/Electric	YHC067E
C2	RTU-2	1	10 Ton R-410A PKGD Unitary Gas/Electric	YHC120F
C3	RTU-3	1	6 Ton R-410A PKGD Unitary Gas/Electric	YHC074F

Product Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop

All Units

High efficiency DX cooling, gas heat
 Economizer Comparative Enthalpy 0-100% with Barometric Relief
 Single Zone VAV (**RTU-1,2 ONLY**)
 True VAV w/std motor (**RTU-3 ONLY**)
 Dehumidification-hot gas reheat
 Hinged panels/2 in pleated filters MERV 13
 Condenser coil w/hail guard
 Through the base electrical
 Non-fused disconnect
 Powered convenience outlet
 Air-Fi Wireless communication interface
 Demand control ventilation
 CO2 duct mounted, sensor only (Fld)
 Wireless zone sensor (Fld)
 Humidity wall mounted sensor (Fld)
 Insulated Genesis Air Final Filter Curb (Fld)
 Startup & 1st Year Labor Warranty by New Jersey Trane Service

NOT Included: Smoke detectors, control wiring, piping specialties, external vibration isolation, rigging/receiving, sheave changes, and spare parts.

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 3)

Item	Tag(s)	Qty	Description	Model Number
D1	VAV-1	1	Variable Air Volume Single Duct Terminal	VCEF10
D2	VAV-2	1	Variable Air Volume Single Duct Terminal	VCEF10
D3	VAV-3	1	Variable Air Volume Single Duct Terminal	VCEF08

Product Data - Variable Air Volume Single Duct Terminal Units

All Units

Single duct with electric heat
 Foil faced insulation - 1"
 UC210 Basic (Electric Heat- Mod SCR)
 Belimo
 Air - Fi Wireless Communication Module
 Duct temperature sensor -factory mounted

Standard Air Leakage
 Space Temperature Modulating Reheat
 Disconnect switch
 SCR Electric Heat Control
 Trane Air-Fi - WCS-SD (display) (Fld)

NOT Included: Attenuator, auxiliary temperature sensor, hot water piping specialties, external vibration isolation, rigging/receiving, spare parts and startup/service/warranty labor.

Tag Data - Trane - Mitsubishi VRF Branch Controller (Qty: 3)

Item	Tag(s)	Qty	Description
E1	BCC-D1	1	Trane - Mitsubishi VRF Branch Controller
E2	BCC-C2	1	Trane - Mitsubishi VRF Branch Controller
E3	BCC-C1	1	Trane - Mitsubishi VRF Branch Controller

Product Data - Trane - Mitsubishi VRF Branch Controller

Item: E1 Qty: 1 Tag(s): BCC-D1

1 Accessory 12 Branch Main BC

Item: E2 Qty: 1 Tag(s): BCC-C2

1 Accessory 8 Branch Sub BC

Item: E3 Qty: 1 Tag(s): BCC-C1

1 Accessory 16 Branch Main BC

Tag Data - Trane - Mitsubishi VRF Indoor Unit (Qty: 24)

Item	Tag(s)	Qty	Description
F1	HP-19	1	Trane - Mitsubishi VRF Indoor Unit (JV I
F2	HP-18, HP-20, HP-23	3	Trane - Mitsubishi VRF Indoor Unit (JV I
F3	HP-17	1	Trane - Mitsubishi VRF Indoor Unit (JV I
F4	HP-21	1	Trane - Mitsubishi VRF Indoor Unit (JV I
F5	HP-15, HP-16, HP-22, HP-24	4	Trane - Mitsubishi VRF Indoor Unit (JV I
F6	HP-6	1	Trane - Mitsubishi VRF Indoor Unit (JV I
F7	HP-2	1	Trane - Mitsubishi VRF Indoor Unit (JV I
F8	HP-13, HP-14	2	Trane - Mitsubishi VRF Indoor Unit (JV I
F9	HP-10, HP-11, HP-12, HP-9	4	Trane - Mitsubishi VRF Indoor Unit (JV I
F10	HP-7	1	Trane - Mitsubishi VRF Indoor Unit (JV I
F11	HP-1, HP-3, HP-4, HP-5, HP-8	5	Trane - Mitsubishi VRF Indoor Unit (JV I

Product Data - Trane - Mitsubishi VRF Indoor Unit

All Units

TAR-40MAAU

Item: F1, F9 Qty: 5 Tag(s): HP-19, HP-10, HP-11, HP-12, HP-9

TPKFYP008LM140A
 SS610E Drain Pan Level Sensor/Control
 X87-721 Condensate Pump

Item: F2, F8 Qty: 5 Tag(s): HP-18, HP-20, HP-23, HP-13, HP-14

TPKFYP018LM140A
 SS610E Drain Pan Level Sensor/Control
 X87-721 Condensate Pump

Item: F3 Qty: 1 Tag(s): HP-17

TPKFYP015LM140A
 SS610E Drain Pan Level Sensor/Control
 X87-721 Condensate Pump

Item: F4, F7 Qty: 2 Tag(s): HP-21, HP-2

TPKFYP024KM142A Wall-mounted Indoor Unit
 SS610E Drain Pan Level Sensor/Control

X87-721 Condensate Pump

Item: F5, F10 Qty: 5 Tag(s): HP-15, HP-16, HP-22, HP-24, HP-7
 TPKFYP012LM140A
 SS610E Drain Pan Level Sensor/Control
 X87-721 Condensate Pump
 Bi-Polar Ionization (**HP-24 ONLY**)

Item: F6 Qty: 1 Tag(s): HP-6
 TPVFYP024AM141A - Multi-Postion Air Handler
 Bi-Polar Ionization

Item: F11 Qty: 5 Tag(s): HP-1, HP-3, HP-4, HP-5, HP-8
 TPKFYP006LM140A
 SS610E Drain Pan Level Sensor/Control
 X87-721 Condensate Pump

Tag Data - Trane - Mitsubishi VRF Outdoor Unit (Qty: 2)

Item	Tag(s)	Qty	Description
G1	HPCU-1	1	Trane - Mitsubishi VRF Outdoor Unit (JV
G2	HPCU-2	1	Trane - Mitsubishi VRF Outdoor Unit (JV

Product Data - Trane - Mitsubishi VRF Outdoor Unit**All Units**

TURYH2403BN40AN
 (TURYH1203AN40AN, TURYH1203AN40AN)
 Low Ambient Kit

Tag Data - Trane - Mitsubishi Ductless Split (P Series) (Qty: 4)

Item	Tag(s)	Qty	Description
H1	AC-2	1	Trane - Mitsubishi Ductless Split (P Ser
H2	ACCU-2	1	Trane - Mitsubishi Ductless Split (P Ser
H3	AC-1	1	Trane - Mitsubishi Ductless Split (P Ser
H4	ACCU-1	1	Trane - Mitsubishi Ductless Split (P Ser

Product Data - Trane - Mitsubishi Ductless Split (P Series)**All Units**

TAR-40MAAU

Item: H1, H3 Qty: 2 Tag(s): AC-2, AC-1
 TPKA0A0241KA70A Wall Mounted
 SS610E Drain Pan Level Sensor/Control
 X87-721 Condensate Pump

Item: H2, H4 Qty: 2 Tag(s): ACCU-2, ACCU-1
 TRUYA0241HA70NA Cooling only
 WB-PA5 Wind Baffle
 PAC-SJ95MA-E

Tag Data - JV_CTRL (Qty: 1)

Item	Tag(s)	Qty	Description
I1	Trane - Mitsu	1	Trane - Mitsubishi VRF Controls (JV_CTRL

Product Data - JV_CTRL

Item: I1 Qty: 1 Tag(s): Trane - Mitsu
 1 LIC-BACNET MASTER
 1 CENTRALIZED CONTROLLER

Not Included: Control integration/wiring, smoke detectors, refrigeration tees, filter boxes, hail/snow guards, flow switches, secondary drain pans, secondary condensate overflow sensors, external condensate pumps (unless otherwise noted), disconnects, refrigerant piping specialties, hangers, refrigerant piping, water piping, hose

kits/valves, insulation, isolation valves, watt-hour meters, tenant billing software, additional refrigerant, roof rails or curbs, condensing unit mounting brackets, humidity sensors, external vibration isolation, rigging/receiving, spare parts, service labor, installation labor, LEV installation, LEV sensor installation, extended warranty, labor warranty.

Ductless Warranty/Technical Installation Support

A. Site Review by Ductless Technical Specialist

1. Pre-construction meeting with Trane Ductless Technical Specialist required to review site conditions, installation requirements, best practices, and pre-startup requirements.
2. At least (1) jobsite review during installation with Trane Ductless Technical Specialist required.
3. Installing Contractor must provide updated piping layout required to complete the Diamond System Builder design file.
4. Owner-Training by Trane Service Department is not included unless otherwise noted.

B. VRF City-Multi Start-Up Assistance by Ductless Technical Specialist

1. **No start-up assistance included on Nv&P-Series Mini-Splits unless otherwise noted.**
2. Trane will provide Ductless Technical Specialist to supervise Installing Contractor's start-up efforts.
3. Installing Contractor MUST have technicians on-site to perform mechanical start-up under the supervision of Trane.
4. Installing Contractor must contact Ductless Technical Specialist to schedule VRF Start-Up Supervision no less than 2 weeks before requested start-up date.
5. Installing contractor must submit completed Component Location Sheet and Prestart Checklist to Ductless Technical Specialist no later than 3-days prior to requested start-up date.
6. Installing Contractor must verify system installations meet Trane-Mitsubishi requirements including but not limited to service clearances, pressure tests, vacuum tests, electrical power to units, wiring/piping connections, and refrigerant charge prior to start-up.
7. No installation labor will be completed by Trane personnel unless otherwise noted.
8. City Multi and Nv&P-Series Service/Maintenance Tools not included unless otherwise noted.
9. Any additional labor required from Trane to complete start-up procedure will be billed separately.

Responsibilities of DTS at Assisted Start-Up:

1. Start-Up/Commissioning Assistance completed through Maintenance Tool with Installing Contractor
2. Update Diamond System Builder per marked-up as-built provided by Installing Contractor
3. Population of TE-200/TW-50 (if applicable)

Responsibilities of Installing Contractor at Assisted Start-Up:

1. Electrical Testing on outdoor units
2. Physical inspection of the outdoor units
3. Troubleshoot indoor units if there is an issue
4. Handling of additional refrigerant and adding of trim charge
5. Setting addresses on indoor unit
6. Performing of vacuum and pressure tests

C. Warranty

1. VRF City-Multi Standard Warranty is 1 year parts, 7 year compressor from the time of startup. VRF City-Multi Extended 10-Year Parts/Compressor Warranty will be applied if the following requirements are met:
 - a. Installing Contractor completes a certified Trane-Mitsubishi 3-day City-Multi Installation/Service Course, and documents attendees and date of completion.
 - b. The system is designed by a certified Diamond Designer using Diamond System Builder™
 - c. The contractor generates a complete and approved METUS Extended Warranty Process Report from the Diamond System Builder software.
(See Trane-Mitsubishi Warranty Policy for details.)
2. **Installing Contractor is responsible for completion of Diamond System Builder warranty filing and final submission to METUS Extended Warranty Department.**
3. Nv&P Series Standard Warranty is 5 year parts, 7 year compressor from the time of startup. Nv&P Series Extended 10-Year Parts/Compressor Warranty will be applied if the product is installed in a residential application and registered within 90 days of installation. See Nv-Series and P-Series Limited Warranty Policies for details.
4. No labor warranty is included here unless otherwise noted. Please contact your Trane Account Manager for availability.

Supplementary Guidelines

- A. Purchasing Contractor and/or Consulting Engineer must validate unit voltages, model numbers, quantities, required accessories, and unit configurations prior to order.
- B. Consulting Engineer/Architect and Installing Contractor must approve equipment submittals and system design prior to order, including but not limited to all code/standard compliances, system application (heat pump vs. heat recovery), service clearances, refrigerant concentration compliance, load analysis, unit configuration, and installation requirements.
- C. Outdoor condensing units must be installed on stands at a minimum height of 12". Ground installation or raised pads are not acceptable.
- D. Insulation is required on all condensate piping and refrigerant piping including liquid lines, low pressure gas lines, and high pressure gas lines.
- E. All M-Net Control Wiring must be 16AWG, 2-conductor, stranded, shielded cable (MA controllers allow 22-16AWG wire)
- F. All BC-Controllers must have condensate drain line installed.
- G. Additional units/accessories not included in the scope will be at an additional cost.

Total Net Price (Excluding Sales Tax)\$ To Follow

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
---	--

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE <hr/> Authorized Representative <hr/> Printed Name	TRANE ACCEPTANCE Trane U.S. Inc. <hr/> Submitted By: Equipment Fulfillment New Jersey Cell: Office: (973) 244-7000
--	--

Title _____	Authorized Representative _____
Purchase Order _____	Title _____
Acceptance Date _____	Signature Date _____

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

- 1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
- 4. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
- 5. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
- 6. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
- 7. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
- 8. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
- 9. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
- 10. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
- 11. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
- 12. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
- 13. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
- 14. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event

shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

Subject: HVAC quote - Trane
Date: Thursday, November 4, 2021 at 8:13:11 AM Eastern Daylight Time
From: Stanley Strama
To: Mitchell Stern
Attachments: Trane_PROPOSAL_Mountain_Lakes_Municipal_Building_10.1.pdf

CAUTION: This email has originated from outside of the organization. Do not click links or open attachments unless you

Mitchell,

This is the third quote for HVAC - Trane.

Monika

Please see price break down of the equipment proposed below:

- RTUs = \$103,100.00
- OAU = \$34,800.00
- VRF = \$160,000.00
- VAV = \$4,000.00
- Controls = \$83,100.00

Total Trane Package = \$385,000.00

Please review and lets discuss when you have a chance.

Best Regards,

Ricardo Mora

Associate Account Manager; Trane North Jersey

Commercial HVAC North America

19 Chapin Road, Bldg B, Suite 200

Pine Brook, NJ 07058

Mobile: 973.407.0016

E-mail: ricardo.mora@tranetechnologies.com

www.trane.com

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 164-21

**“RESOLUTION AWARDING A CONTRACT FOR THE FURNISHING OF COLD METAL FRAMING
AND EXTERIOR SHEATHING AT THE MUNICIPAL BUILDING TO WINDOOR LLC”**

WHEREAS, bids for the furnishing of cold metal framing and exterior sheathing at the Municipal Building were opened on August 31, 2021 and on October 7, 2021; and

WHEREAS, in response to both bid requests, all bids submitted were in excess of the Borough Engineer's estimate and fell outside the existing budget for the project; and

WHEREAS, the Borough Council by Resolutions adopted on September 13, 2021 and on October 11, 2021 rejected all bids; and

WHEREAS, the Borough Council, pursuant to the Local Public Contracts Law, directed the Borough Manager to proceed with negotiations to obtain proposals for the furnishing of the cold metal framing and exterior sheathing; and

WHEREAS, the Borough Manager has advised the Council that the lowest proposal for the purchase of the cold metal framing and exterior sheathing for the Municipal Building was obtained from Windoor LLC in the amount of \$64,656.85 which is less than all bids previously received and within the budget for the project.

NOW THEREFORE, BE IT RESOLVED, by the council of the Borough of Mountain Lakes, that the contract for cold metal framing and exterior sheathing material at the Municipal Building is awarded to Windoor LLC in the amount of \$64,656.84 as a negotiated contract award.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on November 8, 2021.

Mitchell Stern, Acting Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Happer						
Korman						
Lane						
Richter						
Sheikh						
Barnett						
Menard						

CERTIFICATION OF THE AVAILABILITY OF FUNDS

04-215-55-989-229 - B.H. O/E WINDOWS - STORE FRONT \$64,656.85


Monica Goscicki, CFO

WINDOOR LLC
10 Morris Street
Rockaway, NJ 07866
Tel. No. 201 - 757 - 5931
Email:windoorusa@gmail.com

ESTIMATE NO. 1554
Date: 10.24.2021

Project: Borough of Mountain Lakes - Municipal Building
400 Boulevard, Mountain Lakes, NJ 07046

Fire House - Metal Studs

1. 362 T 125 - 33 - 10' - 30 pieces
2. 362 S 162 - 33 - 10' - 25 pieces
3. 150 L 150 - 54 - 5" - 150 pieces

Subtotal \$ 1,537.29

Walls - Metal Studs

1. 600 T 250 - 54 Slotted - 10' - 28 pieces
2. 600 T 125 - 33 - 10' - 28 pieces
3. 600 T 125 - 54 - 10' - 15 pieces
4. 600 T 125 - 43 - 10' - 3 pieces
5. 600 S 162 - 33 - 11' - 8" - 32 pieces
6. 600 S 162 - 33 - 30 1/2" - 30 pieces
7. 600 S 162 - 33 - 13' - 10" - 10 pieces
8. 600 S 162 - 33 - 11' - 8 1/2" - 26 pieces
9. 600 S 162 - 33 - 7' - 1 1/2" - 9 pieces
10. 600 S 162 - 33 - 7' - 7" - 8 pieces
11. 600 S 162 - 33 - 42 1/2" - 18 pieces
12. 600 S 162 - 33 - 13' - 10" - 10 pieces
13. 600 S 162 - 43 - 17' - 2" - 17 pieces
14. 600 S 250 - 54 - 16' - 10" - 15 pieces
15. 600 S 250 - 54 - 21' - 11 1/4" - 8 pieces
16. 600 S 250 - 54 - 22' - 5 1/4" - 22 pieces
17. Studs Stiffeners - 10' - 1 1/2 CRC - 935 MFT - 100 pieces
18. Stiffeners Clips - 300 pieces

Subtotal \$ 18,120.32

New Building - Roof Outrigger - Metal Studs

1. 1000 S 162 - 54 - 7' - 4" - 170 pieces
2. 1000 T 125 - 54 - 10' - 65 pieces
3. 400 L 150 - 54 - 5" - 200 pieces
4. 400 L 150 - 54 - 7" - 340 pieces

5. Super joist blocking - 320 pieces
6. 362 S 162 - 33 - 10' - 60 pieces
7. 362 T 125 - 33 - 10' - 30 pieces
8. 150 L 150 - 54 - 6" - 170 pieces

Subtotal \$ 20,455.54

Old Building - Roof Outrigger - Metal Studs

1. 1000 S 162 - 54 - 6' - 10" - 155 pieces
2. 1000 T 125 - 54 - 10' - 30 pieces
3. 150 L 150 - 43 - 10' - 30 pieces
4. 600 S 162 - 43 - 10' - 60 pieces
5. 600 T 125 - 43 - 10' - 130 pieces
6. 600 S 162 - 54 - 5' - 6" - 60 pieces
7. 600 T 125 - 54 - 10' - 20 pieces
8. 150 L 150 - 54 - 6" - 200 pieces
9. 150 L 150 - 54 - 5" - 300 pieces
10. 362 S 162 - 43 - 10' - 70 pieces
11. 362 S 162 - 33 - 10' - 100 pieces
12. 362 T 125 - 33 - 10' - 70 pieces
13. 150 L 150 - 54 - 5" - 80 pieces

Subtotal \$ 24,543.70

TOTAL \$ 64,656.85



KUIKEN BROTHERS COMPANY INC.

RESIDENTIAL & COMMERCIAL BUILDING MATERIALS *Since 1912*

REMIT PAYMENT TO:
Kuiken Brothers Company, Inc
P.O. Box 1040
Fair Lawn, NJ 07410
Tel (201)796-2082

FAIR LAWN, NJ
(201)796-2082
WANTAGE, NJ
(973)875-5106

EMERSON, NJ
(201)262-6666
WARWICK, NY
(845)986-2255

MIDLAND PARK, NJ
(201)652-1000
GARFIELD, NJ
(973)772-0044

ROSELAND, NJ
(973)226-5700
NEWARK, NJ
(973)638-7200

SUCCASUNNA, NJ
(973)968-7700

INFO@KUIKENBROTHERS.COM | WWW.KUIKENBROTHERS.COM

Invoice Address
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ, 07046

Delivery Address
400 Boulevard
Mountain Lakes, NJ, 07046
Contact: Monica Goscicki - 973-334-3131
ext. 2010



Account #	Customer PO	Terms	Quote No	Quote Date	Sales Rep	Taken By	Expiry Date
088430	STANLEY-STRAM A	NET 30	GF-714125	10/19/2021	00 HSE08	bfoley	12/31/2021

Special Instructions	Notes

Line	Product Code	Description	Quantity	Price	Per	Total
1		PRICING GOOD THRU END OF YEAR 12/21. POSSIBLE 10% INCREASE IN JANUARY				
2	zz_SOBSTE_20277	6" x 10' MAX DEFLECTION TRACK 16GA-3' LEG	28 EA	82.45	EA	2,308.60
3	zz_SOBSTE_20278	6" X 10' TRACK 33MIL-20GA STRUCTURAL	28 EA	28.00	EA	784.00
4	610ST16	6" X 10' 16 GAUGE STEEL TRACK	15 PC	4,395.00	MLF	659.25
5	35810ST18	3-5/8" X 10' 18 GAUGE STEEL TRACK	3 PC	3,600.00	MLF	108.00
6	zz_SOBSTE_20279	6' X 11'-8" 33MIL-20GA STUDS STRUCTURAL	32 EA	37.40	EA	1,196.80
7	zz_SOBSTE_20280	6" X 2'-6.5" STUDS 33MIL 20GA-STRUCTURAL	30 EA	8.15	EA	244.50
8	Freight	CUTTING CHARGE ON SMALL STUDS				35.00
9	zz_SOBSTE_20281	6" X 13'-10" STUDS 33 MIL -20GA STRUCTURAL	10 EA	44.35	EA	443.50
10	zz_SOBSTE_20282	6" X 11'-8 1/2" STUDS 33MIL-20GA STRUCTURAL	26 EA	37.55	EA	976.30
11	zz_SOBSTE_20283	6" X 7'-1 1/2" STUDS 33MIL -20GA STRUCTURAL	9 EA	22.85	EA	205.65
12	zz_SOBSTE_20284	6" X 7'-7" STUDS 33MIL-20GA STRUCTURAL	8 EA	24.35	EA	194.80
13	zz_SOBSTE_20285	6' X 3'-6.5" STUDS 33MIL-20GA STRUCTURAL	18 EA	11.40	EA	205.20
14	Freight	CUTTING CHARGE ON SHORT STUDS				20.00
15	zz_SOBSTE_20294	6" X 13'-10" STUDS 33MIL-20GA STRUCTURAL	18 EA	44.35	EA	798.30
16	zz_SOBSTE_20295	6' X 17'-2" STUDS 18GA	17 EA	70.55	EA	1,199.35
17	zz_SOBSTE_20296	6" X 16'-10" STUDS 16GA-2 1/2" FLANGE	15 EA	103.00	EA	1,545.00
18	zz_SOBSTE_20297	6" X 21'-11-1/4" STUDS 16GA-2 1/2" FLANGE	8 EA	134.05	EA	1,072.40
19	zz_SOBSTE_20298	6' X 22'-5 1/4" STUDS 16GA-2 1/2" FLANGE	22 EA	137.10	EA	3,016.20



KUIKEN BROTHERS COMPANY INC.

RESIDENTIAL & COMMERCIAL BUILDING MATERIALS *Since 1912*

REMIT PAYMENT TO:
Kuiken Brothers Company, Inc
P.O. Box 1040
Fair Lawn, NJ 07410
Tel (201)796-2082

FAIR LAWN, NJ
(201)796-2082
WANTAGE, NJ
(973)875-5106

EMERSON, NJ
(201)262-6666
WARWICK, NY
(845)986-2255

MIDLAND PARK, NJ
(201)652-1000
GARFIELD, NJ
(973)772-0044

ROSELAND, NJ
(973)226-5700
NEWARK, NJ
(973)638-7200

SUCCASUNNA, NJ
(973)968-7700

INFO@KUIKENBROTHERS.COM | WWW.KUIKENBROTHERS.COM

Invoice Address
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ, 07046

Delivery Address
400 Boulevard
Mountain Lakes, NJ, 07046
Contact: Monica Goscicki - 973-334-3131
ext. 2010



Account #	Customer PO	Terms	Quote No	Quote Date	Sales Rep	Taken By	Expiry Date
088430	STANLEY-STRAM A	NET 30	GF-714125	10/19/2021	00 HSE08	bfoley	12/31/2021

Line	Product Code	Description	Quantity	Price	Per	Total
20	112CRC	1-1/2" X 10' 16 GAUGE COLD ROLLED CHANNEL	100 PC	1,558.36	MLF	1,558.36
21	MSUBH325	SST 3-1/4" CFS MEDIUM DUTY STEEL STUD BRIDGING CLIP EACH	3 BX	1.95	EA	585.00

Thank you for your business
For a complete list of products & services,
visit www.kuikenbrothers.com

Total Amount	\$17,156.21
Tax 6.625 %	\$0.00
Quotation Total	\$17,156.21

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Buyer _____

Date _____



KUIKEN BROTHERS COMPANY INC.

RESIDENTIAL & COMMERCIAL BUILDING MATERIALS *Since 1912*

REMIT PAYMENT TO:
Kuiken Brothers Company, Inc
P.O. Box 1040
Fair Lawn, NJ 07410
Tel (201)796-2082

FAIR LAWN, NJ
(201)796-2082

EMERSON, NJ
(201)262-6666

MIDLAND PARK, NJ
(201)652-1000

ROSELAND, NJ
(973)226-5700

SUCCASUNNA, NJ
(973)968-7700

WANTAGE, NJ
(973)875-5106

WARWICK, NY
(845)986-2255

GARFIELD, NJ
(973)772-0044

NEWARK, NJ
(973)638-7200

INFO@KUIKENBROTHERS.COM | WWW.KUIKENBROTHERS.COM

Invoice Address
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ, 07046

Delivery Address
400 Boulevard
Mountain Lakes, NJ, 07046
Contact: Monica Goscicki - 973-334-3131
ext. 2010



Account #	Customer PO	Terms	Quote No	Quote Date	Sales Rep	Taken By	Expiry Date
088430	STANLEY	NET 30	GF-717325	10/26/2021	00 HSE08	bfoley	12/31/2021

Special Instructions	Notes

Line	Product Code	Description	Quantity	Price	Per	Total
1		PRICE GOOD THRU END OF 12/21. POSSIBLE 10% INCREASE IN JANUARY				
2		ROOF OUTRIGGERS-OLD BLDG				
3	zz_SOBSTE_20333	10" X 6'-10" STUDS 16GA	155 EA	49.00	EA	7,595.00
4	zz_SOBSTE_20334	10" X 10' TRACK 16GA	30 EA	64.85	EA	1,945.50
5	zz_SOBSTE_20335	1 1/2 X 1 1/2 X 10' ANGLE 18GA	30 EA	13.50	EA	405.00
6	zz_SOBSTE_20336	6" X 10' STUDS 18GA	60 EA	41.10	EA	2,466.00
7	610ST18	6" X 10' 18 GAUGE STEEL TRACK	130 PC	4,670.00	MLF	6,071.00
8	zz_SOBSTE_20338	6" X 5'-6" STUDS 16GA	60 EA	27.90	EA	1,674.00
9	Freight	CUTTING CHARGE				40.00
10	610ST16	6" X 10' 16 GAUGE STEEL TRACK	20 PC	4,400.00	MLF	880.00
11	zz_SOBSTE_20339	U545 CLIPS 1 1/2 X 1 1/2 X 5 3/4-200 PER BUCKET	1 EA	235.00	EA	235.00
12	zz_SOBSTE_20340	S545 SUPPORT CLIP 1 1/2 X 1 1/2 X 5-200 PER BUCKET	2 EA	218.00	EA	436.00
13	35810SS18	3-5/8" X 10' 18 GAUGE STEEL STUD	70 PC	3,150.00	MLF	2,205.00
14	zz_SOBSTE_20341	3 5/8 X 10' STUDS 33 MIL 20GA STRUCTURAL	100 EA	24.35	EA	2,435.00
15	zz_SOBSTE_20342	3 5/8 X 10' TRACK 33MIL 20GA	70 EA	20.25	EA	1,417.50
16	zz_SOBSTE_20343	S545 SUPPORT CLIP 1 1/2 X 1 1/2 X 5-200 PER BUCKET	1 EA	218.00	EA	218.00

Quotation

Thank you for your business
For a complete list of products & services,
visit www.kuikenbrothers.com

Total Amount	\$28,023.00
Tax 6.625%	\$0.00
Quotation Total	\$28,023.00



KUIKEN BROTHERS COMPANY INC.

RESIDENTIAL & COMMERCIAL BUILDING MATERIALS *Since 1912*

REMIT PAYMENT TO:
 Kuiken Brothers Company, Inc
 P.O. Box 1040
 Fair Lawn, NJ 07410
 Tel (201)796-2082

FAIR LAWN, NJ
 (201)796-2082
 WANTAGE, NJ
 (973)875-5106

EMERSON, NJ
 (201)262-6666
 WARWICK, NY
 (845)986-2255

MIDLAND PARK, NJ
 (201)652-1000
 GARFIELD, NJ
 (973)772-0044

ROSELAND, NJ
 (973)226-5700
 NEWARK, NJ
 (973)638-7200

SUCCASUNNA, NJ
 (973)968-7700

INFO@KUIKENBROTHERS.COM | WWW.KUIKENBROTHERS.COM

Invoice Address
 Borough of Mountain Lakes
 400 Boulevard
 Mountain Lakes, NJ, 07046

Delivery Address
 400 Boulevard
 Mountain Lakes, NJ, 07046
 Contact: Monica Goscicki - 973-334-3131
 ext. 2010



Account #	Customer PO	Terms	Quote No	Quote Date	Sales Rep	Taken By	Expiry Date
088430	STAN	NET 30	GF-717210	10/25/2021	00 HSE08	bfoley	12/31/2021

Special Instructions	Notes

Line	Product Code	Description	Quantity	Price	Per	Total
1		PRICE GOOD THRU END OF 12/21. POSSIBLE 10% INCREASE IN JANUARY.				
2		ROOF OUITRIGGER-NEW BLDG				
3	zz_SOBSTE_20320	10" X 7'-4" STUDS 16GA	170 EA	52.50	EA	8,925.00
4	zz_SOBSTE_20321	10" X 10' TRACK 16GA	65 EA	64.85	EA	4,215.25
5	zz_SOBSTE_20323	e545 SUPPORT CLIPS 4 x 1 1/2 x 5-100 PER BUCKET	2 EA	175.00	EA	350.00
6	zz_SOBSTE_20325	E547 SUPPORT CLIP 4 X 1 1/2 X 7-100 PER BUCKET	4 EA	238.00	EA	952.00
7	zz_SOBSTE_20326	10" X 1'-2.438" STUDS 16GA	320 EA	8.65	EA	2,768.00
8	Freight	CUTTING CHARGE				200.00
9	zz_SOBSTE_20327	3 5/8 X 10' STUDS 33 MIL 20GA STRUCTURAL	60 EA	24.35	EA	1,461.00
10	zz_SOBSTE_20328	3 5/8 X 10' TRACK 33 MIL 20GA	30 EA	20.25	EA	607.50
11	zz_SOBSTE_20329	U545 CLIPS 1 1/2 X 1 1/2 X 5 3/4-200 PER BUCKET	1 EA	235.00	EA	235.00

Quotation

Thank you for your business
 For a complete list of products & services,
 visit www.kuikenbrothers.com

Total Amount	\$19,713.75
Tax 6.625 %	\$0.00
Quotation Total	\$19,713.75

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Buyer _____

Date _____



KUIKEN BROTHERS COMPANY INC.

RESIDENTIAL & COMMERCIAL BUILDING MATERIALS *Since 1912*

REMIT PAYMENT TO:
Kuiken Brothers Company, Inc
P.O. Box 1040
Fair Lawn, NJ 07410
Tel (201)796-2082

FAIR LAWN, NJ
(201)796-2082
WANTAGE, NJ
(973)875-5106

EMERSON, NJ
(201)262-6666
WARWICK, NY
(845)986-2255

MIDLAND PARK, NJ
(201)652-1000
GARFIELD, NJ
(973)772-0044

ROSELAND, NJ
(973)226-5700
NEWARK, NJ
(973)638-7200

SUCCASUNNA, NJ
(973)968-7700

INFO@KUIKENBROTHERS.COM | WWW.KUIKENBROTHERS.COM

Invoice Address
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ, 07046

Delivery Address
400 Boulevard
Mountain Lakes, NJ, 07046
Contact: Monica Goscicki - 973-334-3131
ext. 2010



Account #	Customer PO	Terms	Quote No	Quote Date	Sales Rep	Taken By	Expiry Date
088430	FIRE HOUSE-STANLEY	NET 30	GF-717265	10/25/2021	00 HSE08	bfoley	12/31/2021

Special Instructions	Notes

Line	Product Code	Description	Quantity	Price	Per	Total
1		PRICING IS GOOR TILL END OF YEAR-COULD BE A 10% INCREASE IN JANUARY.				
2	zz_SOBSTE_20330	3 5/8 x 10' TRACK 33 MIL 20GA	30 EA	20.25	EA	607.50
3	zz_SOBSTE_20331	3 5/8 X 10' STUDS 33MIL 20GA STRUCTURAL	25 EA	24.35	EA	608.75
4	zz_SOBSTE_20332	S545 SUPPORT CLIP 1 1/2 X 1 1/2 X 5 -200 PER BUCKET	1 EA	218.00	EA	218.00

Quotation

Thank you for your business
For a complete list of products & services,
visit www.kuikenbrothers.com

Total Amount	\$1,434.25
Tax 6.625 %	\$0.00
Quotation Total	\$1,434.25

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Buyer _____

Date _____



www.marjam.com

Building Materials: Drywall - Acoustics - Lumber - Tools - Flooring
Adhesives - Doors - Windows - Insulation - Siding - Roofing

QUOTE

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	10/20/21	11318200-00
P.O. NO.		PAGE #
FIRE HOUSE-METAL STUDB		

CUST.#: 1075509

SHIP TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

CORRESPONDENCE TO: MARJAM - KEARNY, NJ
342 SCHUYLER AVE.
(201) 299-9600
KEARNY, NJ 07032-4003

BILL TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

INSTRUCTIONS		TERMS
QUOTE ONLY		COD
SHIP POINT	SHIP VIA	SHIPPED
MARJAM - KEARNY, NJ	PICK UP	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	358T20-33 3-5/8x10 TRACK DW20 33ml 100'BDL	3			BDL	1.99500	598.50
2	358S1020-33 3-5/8x10' STUD DW20 33ml 100'BDL	3			BDL	1.99800	599.40
3	FRUA11516 FRAME RITE ANGLE 115 16g 1.5x1.5x5.25 CLIP UTILIT	6			BOX	1.87300	1123.80
4	DISCLAIMER SPECIAL ORDER SIGN OFF THE MATERIAL LISTED ON THIS ORDER IS CORRECT, SPECIAL ORDERED AND CANNOT BE CANCELLED OR RETURNED. CUSTOMER AGREES TO PAY FOR THE MATERIAL IF IT IS NOT PICKED UP WITHIN 5 DAYS OF SELLER S NOTIFICATION. CUSTOMER IS RESPONSIBLE TO PAY SELLER FOR STORAGE FEES BEYOND THE 5 DAYS. SELLER WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF THE MATERIAL WHILE IN SELLER S WAREHOUSE BEYOND THE 5 DAYS. ALL OTHER SELLER TERMS AND CONDITIONS APPLY. AGREED BY: _____ (Authorized Person for Customer) DATE: _____	1			EACH	0.00	0.00
4	Lines Total					Total	2321.70
						Taxes	153.81
						Invoice Total	2475.51

This quote is valid for 30 days on standard material & 24 hours on any Lumber products unless otherwise stated in writing & is subject to manufactures price increases

Last Page



www.marjam.com

QUOTE

Building Materials: Drywall - Acoustics - Lumber - Tools - Flooring
Adhesives - Doors - Windows - Insulation - Siding - Roofing

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	10/20/21	11318201-00
P.O. NO.		PAGE #
METAL STUD/JOIST QUOTE		

CUST.#: 1075509

SHIP TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

CORRESPONDENCE TO: MARJAM - KEARNY, NJ
342 SCHUYLER AVE.
(201) 299-9600
KEARNY, NJ 07032-4003

BILL TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

INSTRUCTIONS		TERMS
THIS IS A QUOTE ONLY		COD
SHIP POINT	SHIP VIA	SHIPPED
MARJAM - KEARNY, NJ	WILL CALL	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	6T163 6"x10' TRACK 3" LEG 16GA	28			PCE	5.40900	1514.52
2	6T20-33 6x10 TRACK DW20 33ml 100'BDL	28			BDL	2.63400	7375.20
3	6T16 6" x 10' TRACK 16GA	15			PCE	4.25800	638.70
4	6T18 6" x 10' TRACK 18GA	3			PCE	3.40200	102.06
5	6SW20 6" SW STUD 20GA 1-5/8 FLANGE 600S162-33	1219.20			LFT	3.04400	3711.24
	32 PCES -11'8"						
	30 PCES 30 1/2"						
	10 PCES 13'10"						
	26 PCES 11'8 1/2"						
	9 PCES 7'1-1/2"						
	8 PCES 7'7"						
	18 PCES 42 1/2"						
	10 PCES 13'10"						
6	6SW18 6" SW STUD 18GA 1-5/8 FLANGE 600S162-43	291.83			LFT	3.94500	1151.27
	17 PCES 17'2"						

7	6JE16 6" JE STEEL JOIST 16GA 2-1/2" FLANGE 600S250-54	538.45			LFT	5.89900	3176.32
	15 PCES 16'10"						
	8 PCES 21'11 1/4"						
	22 PCES 22'5 1/4"						
8	112GI 1-1/2 GALV IRON 10' CRC 10 PCE/BDL 16GA	1			BDL	1.24	124.00
9	SUBH325 BRIDGING CLIP SUBH3.25 150/PAIL SIMPSON BRIDGE	2			PAIL	216.21600	432.43
10	DISCLAIMER SPECIAL ORDER SIGN OFF	1			EACH	0.00	0.00
	THE MATERIAL LISTED ON THIS ORDER IS CORRECT, SPECIAL ORDERED AND CANNOT BE CANCELLED OR RETURNED. CUSTOMER AGREES TO PAY FOR THE MATERIAL IF IT IS NOT PICKED UP WITHIN 5 DAYS						
	Continued						

Continued



www.marjam.com

Building Materials: Drywall - Acoustics - Lumber - Tools - Flooring
Adhesives - Doors - Windows - Insulation - Siding - Roofing

QUOTE

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	10/20/21	11318201-00
P.O. NO.		PAGE #
METAL STUD/JOIST QUOTE		

CUST #: 1075509

SHIP TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

CORRESPONDENCE TO: MARJAM - KEARNY, NJ
342 SCHUYLER AVE.
(201) 299-9600
KEARNY, NJ 07032-4003

BILL TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

INSTRUCTIONS		TERMS	
THIS IS A QUOTE ONLY		COD	
SHIP POINT	SHIP VIA	SHIPPED	
MARJAM - KEARNY, NJ	WILL CALL		

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
----------	-------------------------	------------------	---------------	--------------	----------	------------	--------------

OF SELLER S NOTIFICATION. CUSTOMER IS RESPONSIBLE TO PAY SELLER FOR STORAGE FEES BEYOND THE 5 DAYS. SELLER WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF THE MATERIAL WHILE IN SELLER S WAREHOUSE BEYOND THE 5 DAYS. ALL OTHER SELLER TERMS AND CONDITIONS APPLY.

AGREED BY: _____ (Authorized Person for Customer)
DATE: _____

10 Lines Total	Total	18225.74
	SURCHARGE	30.00
	Invoice Total	18255.74

This quote is valid for 30 days on standard material & 24 hours on any Lumber products unless otherwise stated in writing & is subject to manufactures price increases

Last Page

Last Page



www.marjam.com

QUOTE

Building Materials: Drywall - Acoustics - Lumber - Tools - Flooring
Adhesives - Doors - Windows - Insulation - Siding - Roofing

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	10/20/21	11318204-00
P.O. NO.		PAGE #
ROOF OUTRIGGERS		1

CUST.#: 1075509

SHIP TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

CORRESPONDENCE TO: MARJAM - KEARNY, NJ
342 SCHUYLER AVE.
(201) 299-9600
KEARNY, NJ 07032-4003

BILL TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

INSTRUCTIONS		TERMS
THIS IS A QUOTE ONLY		COD
SHIP POINT	SHIP VIA	SHIPPED
MARJAM - KEARNY, NJ	WILL CALL	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	10SW16 10" SW STUD 16GA 1-5/8 FLANGE 170 PCES -7'4" *****	1246.66			LFT	6.95300	8668.03
2	10T16 10" x 10' TRACK 16GA	65			PCE	6.27400	4078.10
3	44CA16 4x4 10' CONST ANGLE 16GA L ANGLE CUT TO LENGTH ? ***** 200 PCES -5" 340 PCES -7"	50			PCE	4.96	2480.00
4	10SW16 10" SW STUD 16GA 1-5/8 FLANGE 320 PCES 14'7/16" *****	4491.66			LFT	6.95300	31230.51
5	358SW20 3-5/8 STUD 20ga 1-5/8FL 33ml SW STRUCTURAL 60 PCES -10' *****	600			LFT	2.35500	1413.00
6	358T20-33 3-5/8x10 TRACK DW20 33ml 100'BDL	3			BDL	1.99500	598.50
7	22CA16 2x2 10' CONST ANGLE 16GA CUT TO 6" PCES *****	100			PCE	2.40800	2408.00
8	DISCLAIMER SPECIAL ORDER SIGN OFF THE MATERIAL LISTED ON THIS ORDER IS CORRECT, SPECIAL ORDERED AND CANNOT BE CANCELLED OR RETURNED. CUSTOMER AGREES TO PAY FOR THE MATERIAL IF IT IS NOT PICKED UP WITHIN 5 DAYS OF SELLER S NOTIFICATION. CUSTOMER IS RESPONSIBLE TO PAY SELLER FOR STORAGE FEES BEYOND THE 5 DAYS. SELLER WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF THE MATERIAL WHILE IN SELLER S WAREHOUSE BEYOND THE 5 DAYS. ALL OTHER SELLER TERMS AND CONDITIONS APPLY. Continued	1			EACH	0.00	0.00

Continued



www.marjam.com

Building Materials: Drywall - Acoustics - Lumber - Tools - Flooring
Adhesives - Doors - Windows - Insulation - Siding - Roofing

QUOTE

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	10/20/21	11318204-00
P.O. NO.		PAGE #
ROOF OUTRIGGERS		2

CUST.#: 1075509

SHIP TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

CORRESPONDENCE TO: MARJAM - KEARNY, NJ
342 SCHUYLER AVE.
(201) 299-9600
KEARNY, NJ 07032-4003

BILL TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

INSTRUCTIONS		TERMS
THIS IS A QUOTE ONLY		COD
SHIP POINT	SHIP VIA	SHIPPED
MARJAM - KEARNY, NJ	WILL CALL	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
----------	-------------------------	------------------	---------------	--------------	----------	------------	--------------

AGREED BY: _____ (Authorized Person for Customer)
DATE: _____

8 Lines Total	Total	50876.14
	SURCHARGE	30.00
	Invoice Total	50906.14

This quote is valid for 30 days on standard material &
24 hours on any Lumber products unless otherwise stated in
writing & is subject to manufactures price increases

Last Page

Last Page



QUOTE

Building Materials: Drywall - Acoustics - Lumber - Tools - Flooring
Adhesives - Doors - Windows - Insulation - Siding - Roofing

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	10/20/21	11318206-00
P.O. NO.		PAGE #
RF OUTRIGGER -OLD BLDE		

CUST.#: 1075509

SHIP TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

CORRESPONDENCE TO: MARJAM - KEARNY, NJ
342 SCHUYLER AVE.
(201) 299-9600
KEARNY, NJ 07032-4003

BILL TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

INSTRUCTIONS		TERMS
		COD
SHIP POINT	SHIP VIA	SHIPPED
MARJAM - KEARNY, NJ	PICK UP	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	10SW16 10" SW STUD 16GA 1-5/8 FLANGE 155 PCES 6'10" *****	1059.16			LFT	6.95300	7364.34
2	10T16 10" x 10' TRACK 16GA	30			PCE	6.27400	1882.20
3	22CA18 2x2 10' CONST ANGLE 18GA	12			PCE	1.78500	214.20
4	6S1018 6" x 10' STUD SW 18GA	60			PCE	3.94500	2367.00
5	6T18 6" x 10' TRACK 18GA	130			PCE	3.40200	4422.60
6	6SW16 6" SW STUD 16GA 1-5/8 FLANGE 600S162-54 60 PCES 5'6" *****	330			LFT	4.93900	1629.87
7	6T16 6" x 10' TRACK 16GA	20			PCE	4.25800	851.60
8	22CA20 2x2 10' CONST ANGLE 20GA 200 PCES CUT TO 6" PCES 300 PCES CUT TO 5" PCES *****	8			BDL	1.10800	886.40
9	358S1018 3-5/8x10 STUD 18g 1-5/8 SW STRUCTURAL	70			PCE	2.98900	2092.30
10	358SW20 3-5/8 STUD 20ga 1-5/8FL 33ml SW STRUCTURAL 100 PCES -10' *****	1000			LFT	2.35500	2355.00
11	358T20-33 3-5/8x10 TRACK DW20 33ml 100'BDL	7			BDL	1.99500	1396.50
12	22CA16 2x2 10' CONST ANGLE 16GA 80 PCES CUT TO 5" PCES *****	10			PCE	2.40800	240.80

Continued

Continued



QUOTE

Building Materials: Drywall - Acoustics - Lumber - Tools - Flooring
Adhesives - Doors - Windows - Insulation - Siding - Roofing

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	10/20/21	11318206-00
P.O. NO.		PAGE#
RF OUTRIGGER -OLD BL		

CUST.#: 1075509

SHIP TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

CORRESPONDENCE TO: MARJAM - KEARNY, NJ
342 SCHUYLER AVE.
(201) 299-9600
KEARNY, NJ 07032-4003

BILL TO: BOROUGH OF MOUNTAIN LAKES
420 Boulevard
103
Mountain Lakes, NJ 07046-1733

INSTRUCTIONS		TERMS
		COD
SHIP POINT	SHIP VIA	SHIPPED
MARJAM - KEARNY, NJ	PICK UP	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
13	DISCLAIMER SPECIAL ORDER SIGN OFF THE MATERIAL LISTED ON THIS ORDER IS CORRECT, SPECIAL ORDERED AND CANNOT BE CANCELLED OR RETURNED. CUSTOMER AGREES TO PAY FOR THE MATERIAL IF IT IS NOT PICKED UP WITHIN 5 DAYS OF SELLER S NOTIFICATION. CUSTOMER IS RESPONSIBLE TO PAY SELLER FOR STORAGE FEES BEYOND THE 5 DAYS. SELLER WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF THE MATERIAL WHILE IN SELLER S WAREHOUSE BEYOND THE 5 DAYS. ALL OTHER SELLER TERMS AND CONDITIONS APPLY. AGREED BY: _____ (Authorized Person for Customer) DATE: _____	1			EACH	0.00	0.00
13	Lines Total					Total Invoice Total	25702.81 25702.81
<p>***** This quote is valid for 30 days on standard material & 24 hours on any Lumber products unless otherwise stated in writing & is subject to manufactures price increases *****</p>							
Last Page							