



TOWN OF KILLINGLY

OFFICE OF THE TOWN MANAGER

172 Main Street

Killingly, CT 06239

Tel: 860 779-5300, ext. 7 Fax: 860 779-5382

TOWN OF KILLINGLY FISCAL SUBCOMMITTEE MEETING

October 4, 2023

5:30 p.m.

Killingly Town Hall
Conference Room 102

Council Members:

Jason Anderson, Chairman

Ulla Tiik-Barclay

Raymond Wood

Kevin Kerttula, Alternate

This is an in-person meeting. Public can attend the meeting at the Town Hall. Emailed public comments will still be accepted and presented at the meeting.

Agenda

1. Call to order

2. Citizens' participation

All presentations by citizens shall be limited to an aggregate of forty-five minutes (45) and each citizen's presentation shall not exceed five (5) minutes unless otherwise indicated by a majority vote of the Subcommittee. Public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All public comment must be received prior to 2pm the day of the meeting. Public comment will be posted on the Town's website www.killinglyct.gov.

3. Adoption of minutes:

a. November 3, 2022

4. Unfinished business

5. New business

- a. Consideration and action on the recommendation of a proposed resolution authorizing the transfer of fiscal year 2022-2023 unexpended funds from Unexpended Departmental Budgets to Special Reserves and Programs
- b. Consideration and action on the recommendation of a proposed a resolution approving the transfer of fiscal year 2022-2023 unexpended funds from the Killingly Conservation Commission, Killingly Inlands Wetlands and Watercourses Commission and Killingly Agriculture Commission appropriations to the Open Space Land Acquisition Fund
- c. Consideration and action on the recommendation of a proposed resolution authorizing fiscal year 2022-2023 budgetary year end transfers.

Visit us at: www.Killingly.org

This institution is an equal opportunity provider and employer.

RECEIVED
TOWN CLERK KILLINGLY CT

2023 SEP 29 AM 11:18

Elyse M. Wilson

- d. Consideration an action on the recommendation of a proposal to authorize the Town Manager to award electrical supply bid for a period up to 36 months.
- e. Consideration and action on Shubael Hutchins Trust Fund requests
- f. Consideration and action on the recommendation of proposed allocation of American Rescue Plan Act Funding for the Housing Authority elevator project.

6. Executive Session

7. Adjournment

**TOWN OF KILLINGLY
FISCAL SUBCOMMITTEE MEETING
November 3, 2022 7:00 p.m.
Town Meeting Room, Killingly Town Hall, 172 Main Street
Meeting Minutes**

1. Call to Order

Jason Anderson called the meeting to order at 7:12pm.

Members Present: Jason Anderson, Ulla Tiik-Barclay, Raymond Wood and Kevin Kerttula

Others Present: Mary T. Calorio, Town Manager
Jennifer Hawkins, Finance Director

2. Citizens Participation: - None

3. Adoption of Minutes: October 3, 2022

Motion by R. Wood to accept minutes. **Second** by U. Tiik-Barclay. **Motion carries** unanimously.

4. Unfinished Business: None

5. New Business

a. Discussion with Board of Education Fiscal Committee on 2023-2024 Education Budget document

Superintendent Robert Angeli, BOE Chairperson Norm Ferron, BOE Member Kyle Napierata and BOE Member Susan Lannon joined the Fiscal Subcommittee meeting to discuss questions and concerns regarding the education budget document. Members of both bodies discussed what was currently being presented and how to walk through the budget document from the FY 22/23 budget document. The Superintendent reviewed the changes made to the previous budget documents. Council members requested additional explanations and mapping tools added to the upcoming budget document. Council members expressed their interest in making the budget more transparent to the citizens. Members reviewed a list of concerns provided by U. Tiik-Barclay.

- a. BOE will include a table of contents
- b. BOE will attempt to improve the font size and clarity of print in the document
- c. BOE will define acronyms used
- d. BOE will work on adding additional information regarding unexpended funds from prior years.
- e. BOE will evaluate the information provided regarding grant funding and funding sources.
- f. BOE will work to incorporate student enrollment by grade including past, current and projected.

6. Executive Session - None

7. Adjournment

Motion to adjourn by R. Wood at 8:13PM. **Second** by U. Tiik-Barclay. **Motion carries** unanimously.

Respectfully submitted,
Mary T. Calorio

AGENDA ITEM COVER SHEET

ITEM: **Consideration and action on a resolution authorizing the transfer of fiscal year 2022-2023 unexpended funds from Unexpended Departmental Budgets to Special Reserves and Programs**

ITEM SUBMITTED BY:

Mary T. Calorio, Town Manager
Jennifer Hawkins, Finance Director

FOR COUNCIL MEETING OF:

October 10, 2023

TOWN MANAGER APPROVAL:

ITEM SUMMARY: This item proposes to transfer unexpended funds from several unexpended departmental budgets to Special Reserves and Programs to address any unanticipated shortfalls in future years. The unexpended funds and corresponding transfer to reserve for fiscal year 2022-2023, in an amount not to exceed, are summarized as follows:

From:

Highway Supervision	Personnel Services	\$	15,906
Highway Supervision	Contractual Services	\$	2,074
Highway Supervision	Materials & Supplies	\$	40
Central Garage	Personnel Services	\$	30,639
Central Garage	Contractual Services	\$	7,949
Highway	Personnel Services	\$	34,825
Highway	Contractual Services	\$	5,680
Winter Maintenance	Personnel Services	\$	55,099
Winter Maintenance	Contractual Services	\$	35,101
Law Enforcement	Contractual Services	\$	87,730
		<u>\$</u>	<u>275,043</u>

To:

Capital and Non recurring	Capital Outlay - Highway	\$	97,113
Reserve for Winter Maintenance	Contractual Services	\$	90,200
Reserve for Constabulary	Contractual Services	\$	87,730
		<u>\$</u>	<u>275,043</u>

The Town maintains a Capital and Non-Recurring Fund (CNR) which is funded each year through the budget process. The purpose of this reserve is to fund the replacement of the Town's vehicles and heavy machinery and equipment during the aging process. During the past couple of years, the Town has experienced a dramatic rise in costs at the time of replacing equipment that in many instances has significantly outpaced the Town's anticipated funding schedules. This has resulted in additional contributions to CNR being made by the department in the year of purchase in order to fund this gap. The Highway Department has seen the most impact of these funding gaps in recent years. These contributions will assist in closing this gap and smooth out future budget contributions. The CNR has a balance of \$2,866,377. The Highway departments, excluding the Winter Maintenance Department, have an estimated \$97,113 of unexpended funds for FY 2022-23.

The Town Council established a Winter Maintenance Reserve fund in October 2017. The purpose of the reserve is to provide funding in years of unforeseen weather events. In prior fiscal years, the Town transferred the unexpended funds from the Winter Maintenance department to the Reserve for this purpose. The Winter

Maintenance Reserve has a balance of \$244,864. The Winter Maintenance department has an estimated \$90,200 of unexpended funds for FY 2022-2023.

The Town Council established a Constabulary Reserve in FY 2016-17 budget process. The purpose of the reserve is to provide funding for additional start-up costs associated with establishing the Constabulary. In prior fiscal years, the Town transferred the unexpended funds from the Law Enforcement Department to the Reserve for this purpose. The Constabulary Reserve has a balance of \$300,346. The Law Enforcement Department is estimated to have \$87,730 of unexpended funds for FY 2022-2023. The amounts charged to the Town for Resident State Troopers by the State of CT included a fringe rate benefit allocation significantly lower than budgeted and the amount charged as overtime to the Town by Resident State Troopers was less than budgeted as our Constables filled this need. These additional funds will assist the Town with ongoing technology costs for the dash and body cameras and related equipment and for the purchase of Police Cruisers as we continue to add additional Constables to our program.

If these funds are not transferred to the respective Reserve Funds, they will automatically drop to the Town's Unassigned General Fund Balance. In addition, these requests are on a not to exceed basis, should the need for a final operational close out adjustment occur.

FINANCIAL SUMMARY: The item would authorize the transfer of up to \$97,113 from the Highway Departments to Capital and Non-recurring Fund, \$90,200 from Winter Maintenance to Reserve for Winter Maintenance, and \$87,730 from Law Enforcement to the Reserve for Constabulary for fiscal year 2022-2023.

STAFF RECOMMENDATION:
TOWN ATTORNEY REVIEW:
COUNCIL ACTION DESIRED:
SUPPORTING MATERIALS:

Approval of Resolution
N/A
Action on the Resolution
Resolution

Resolution #20-55

RESOLUTION AUTHORIZING THE TRANSFER OF FISCAL YEAR 2022-2023 UNEXPENDED FUNDS FROM UNEXPENDED DEPARTMENT BUDGETS TO SPECIAL RESERVES AND PROGRAMS

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the transfer of up to \$97,113 from the Highway and Departments to Capital and Non-recurring Fund, \$90,200 from Winter Maintenance to Reserve for Winter Maintenance, and \$87,730 from Law Enforcement to the Reserve for Constabulary for fiscal year 2022-2023.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 10th day of October 2023

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 10, 2023, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution approving the transfer of fiscal year 2022-2023 unexpended funds from the Killingly Conservation Commission, Killingly Inlands Wetlands and Watercourses Commission and Killingly Agriculture Commission appropriations to the Open Space Land Acquisition Fund

ITEM SUBMITTED BY

Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF:

October 10, 2023

TOWN MANAGER APPROVAL:

ITEM SUMMARY:

In the recent past, certain unexpended funds, in accordance with Article XI, Section 2-171 of the Killingly Code of Ordinances, which stipulates the Town Council “may transfer unexpended funds from any Conservation and Inland Wetlands and Watercourses Commissions and Agriculture Commissions budgeted funds remaining at the end of the fiscal year” to the Open Space Land Acquisition (OSLA) Fund, have been transferred to that Fund. The sole purpose of the OSLA Fund is the preservation or the acquisition of land (or interest in land) for open space, natural resource protection, recreational or agricultural purposes. The OSLA Fund currently contains a healthy balance of \$229,982. The Killingly Conservation Commission did not expend \$812 of its 2022-23 appropriation of \$2,500; the Killingly Inlands Wetlands and Watercourses Commission did not expend \$703 of its 2022-23 appropriation of \$4,000; the Killingly Agriculture Commission did not expend \$1,656 of its 2022-23 appropriation of \$2,500. The amount unexpended by the three commissions equals \$3,171. If these funds are not transferred to the OSLA fund, they will roll to the Town’s Unassigned General Fund Balance.

The Fiscal Subcommittee reviewed this item at their October 4, 2023, meeting and unanimously recommended it to the Town Council approval.

FINANCIAL SUMMARY:

The item would authorize the transfer of \$812 from the Killingly Conservation Commission (09-50264), \$703 from the Killingly Inlands Wetlands and Watercourses Commission (09-50258) and \$1,656 from the Killingly Agriculture Commission (09-50298) to the Open Space Land Acquisition Fund. This transfer will increase the Open Space Land Acquisition Fund by \$3,171 to a balance of \$233,153.

STAFF RECOMMENDATION:

Approval of Resolution

TOWN ATTORNEY REVIEW:

N/A

COUNCIL ACTION DESIRED:

Action on the Resolution

SUPPORTING MATERIALS:

- Resolution

**RESOLUTION APPROVING THE TRANSFER OF FISCAL YEAR 2022-2023
UNEXPENDED FUNDS FROM THE KILLINGLY CONSERVATION
COMMISSION, KILLINGLY INLANDS WETLANDS AND WATERCOURSES
COMMISSION AND KILLINGLY AGRICULTURE COMMISSION
APPROPRIATIONS TO THE OPEN SPACE LAND ACQUISITION FUND**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the unexpended funds for fiscal year 2022-23 from the Killingly Conservation Commission (account #09-50264) in the amount of \$812, the Killingly Inlands Wetlands and Watercourses Commission (account #09-50258) in the amount of \$703 and the Killingly Agriculture Commission (account #09-50298) in the amount of \$1,656 be transferred to the Open Space Land Acquisition Fund (account #23310).

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
This 10th day of October 2023

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 10, 2023, at which a quorum was present and acting through and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)

AGENDA ITEM COVER SHEET

ITEM: **Consideration and action on a resolution authorizing fiscal year 2022-2023 budgetary year end transfers**

ITEM SUBMITTED BY:

Mary T. Calorio, Town Manager
Jennifer Hawkins, Finance Director

FOR COUNCIL MEETING OF:

October 10, 2023

TOWN MANAGER APPROVAL:

ITEM SUMMARY:

This item proposes to transfer account balances to the functional or departmental accounts that were over-expended during the fiscal year. The following transfers are needed from functional accounts within departmental budgets.

- (1) \$12 to Assessor Contractual Services from Assessor Personnel Services for increases in costs for printing and bindery.
- (2) \$82 to Assessor Contractual Services from Assessor Materials and Supplies for increases in costs for printing and bindery.
- (3) \$3,240 to Revenue Collector Contractual Services from Revenue Collector Personnel Services for increases in costs for printing of tax bills and bindery.
- (4) \$34 to Revenue Collector Contractual Services from Revenue Collector Materials and Supplies for increases in costs for printing of tax bills and bindery.
- (5) \$1,437 to Registration/Elections Contractual Services from Registration/Elections Personnel Services for voting machine repair and maintenance.
- (6) \$307 to Registration/Elections Materials and Supplies from Registration/Elections Personnel Services for office supplies.
- (7) \$2,566 to Town Hall Building Contractual Services from Town Hall Building Personnel Services for additional costs for electricity and natural gas due to unanticipated increases in market prices.
- (8) \$90 to Economic Development Materials and Supplies from Economic Development Contractual Services for office supplies.
- (9) \$11,068 to Central Garage Materials and Supplies from Central Garage Contractual Services for additional repair parts needed to maintain the Town's Fleet and unanticipated repair parts needed for the Vac Truck.
- (10) \$1,910 to Winter Maintenance Contractual Services from Winter Maintenance Materials and Supplies for necessary plow maintenance.
- (11) \$314 to Parks and Grounds Contractual Services from Parks and Grounds Materials and Supplies for additional costs due to increased utility usage at the concession stand.
- (12) \$388 to Library Materials and Supplies from Personnel Services for repairs and maintenance to ceiling tiles and pest management.
- (13) \$19,216 to Library Contractual Services from Library Personnel Services for outsourced information technology services previously expected to be performed by Library Staff.
- (14) \$93 to Community Center Personnel Services from Community Center Materials and Supplies for payment of current year accrued time upon employee termination in accordance with Town policies.

- (15) \$280 to Other Town Buildings Contractual Services from Other Town Buildings Materials and Supplies for additional costs for electricity and natural gas due to unanticipated increases in market prices.
- (16) \$104 to Building Safety and Inspections Materials and Supplies from Building Safety and Inspections Contractual Services for Fire Marshal safety gear for the Deputy Fire Marshals.
- (17) \$15,750 to Law Enforcement Personnel services from Law Enforcement Contractual Services for the addition of the Public Safety Administrator and the creation of the Armed Security Officer Program.
- (18) \$17,406 to Law Enforcement Materials and Supplies from Law Enforcement Contractual Services for Public Safety protective vests and related equipment.

The following are proposed transfers from the contingency account.

- (1) \$120 to Assessor Contractual Services for increases in costs for printing and bindery.
- (2) \$250 to Revenue Collector Contractual Services for increases in costs for printing of tax bills and bindery.
- (3) \$1,954 to Information Technology Contractual Services for additional licenses needed for Office 365.
- (4) \$3,829 to Town Hall Building Contractual Services for additional costs for electricity and natural gas due to unanticipated increases in market prices.
- (5) \$377 to Town Hall Building Materials and Supplies for miscellaneous repairs necessary to the Town Hall Building.
- (6) \$2,939 to Recreation Personnel Services due to program staffing changes and personnel retention.
- (7) \$879 to Recreation Contractual Services for printing and related supplies to the return of the full program brochures versus using program postcards that was piloted in the prior year.
- (8) \$2,743 to Recreation Materials and Supplies for operating supplies related to the additional theater productions produced during the year.
- (9) \$1,001 to Parks and Grounds Personnel Services for the extension of seasonal staff assignments.
- (10) \$5,367 to Parks and Grounds Contractual Services due to increased utility usage at the concession stand.
- (11) \$21,179 to Library Contractual services for outsourced information technology services previously expected to be performed by Library Staff.
- (12) \$9,667 to Community Center Personnel Services (\$707) and Community Center Contractual Services (\$8,960) for payment of current year accrued time upon employee termination and additional costs for electricity and natural gas due to unanticipated increases in market prices.
- (13) \$881 to Human Service Subsidies for the Paramedic Intercept Service. Call volumes exceeded our budgeted estimates.

FINANCIAL SUMMARY The total amount of all transfers is \$125,484 with a total for contingency fund transfers of \$51,187. Contingency has an available balance of \$67,422.

STAFF RECOMMENDATION: Approval of Resolution

TOWN ATTORNEY REVIEW: N/A

COUNCIL ACTION DESIRED: Action on the Resolution

SUPPORTING MATERIALS:

- Resolution

Resolution #

RESOLUTION AUTHORIZING FISCAL YEAR 2022-2023 BUDGETARY YEAR END TRANSFERS

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager has requested the sum of One Hundred Twenty-Five Thousand Four Hundred Eighty-Four (\$125,484) be transferred within the fiscal year 2022-2023 Town Operating Budget as follows:

WHEREAS, the Town Manager has further certified the total sum of \$125,484 is unencumbered within the accounts specified; and

WHEREAS, such transfers are for necessary expenditures in the accounts specified,

From:

Assessor	Personnel Services	\$	12
Assessor	Materials and Supplies	\$	82
Revenue	Personnel Services	\$	3,240
Revenue	Materials and Supplies	\$	34
Registrar/Elections	Personnel Services	\$	1,744
Town Hall	Personnel Services	\$	2,566
Economic Development	Contractual	\$	90
Central Garage	Contractual	\$	11,068
Winter Maintenance	Materials and Supplies	\$	1,910
Parks and Grounds	Materials and Supplies	\$	314
Library	Personnel Services	\$	19,604
Community Center	Materials and Supplies	\$	93
Other Town Buildings	Materials and Supplies	\$	280
Building Safety and Inspection	Contractual	\$	104
Law Enforcement	Contractual	\$	33,156
Special Reserve & Programs	Contractual Services	\$	51,187
		<u>\$</u>	<u>125,484</u>

Resolution #20-54

To:

Assessor	Contractual Services	\$	214
Revenue Collector	Contractual Services	\$	3,524
Registrar/Elections	Contractual Services	\$	1,437
Registrar/Elections	Materials and Supplies	\$	307
Information Technology	Contractual Services	\$	1,954
Town Hall	Contractual Services	\$	6,395
Town Hall	Materials and Supplies	\$	377
Economic Development	Materials and Supplies	\$	90
Central Garage	Materials and Supplies	\$	11,068
Winter Maintenance	Contractual Services	\$	1,910
Recreation	Personnel Services	\$	2,939
Recreation	Contractual Services	\$	879
Recreation	Materials and Supplies	\$	2,743
Parks and Grounds	Personnel Services	\$	1,001
Parks and Grounds	Contractual Services	\$	5,682
Library	Contractual Services	\$	40,395
Library	Materials and Supplies	\$	388
Community Center	Personnel Services	\$	800
Community Center	Contractual Services	\$	8,960
Other Town Buildings	Contractual Services	\$	280
Building Safety and Inspection	Materials and Supplies	\$	104
Law Enforcement	Personnel Services	\$	15,750
Law Enforcement	Materials and Supplies	\$	17,406
Human Service Subsidies	Contractual Services	\$	881
		\$	125,484

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the sum of \$125,184 is hereby transferred as described above.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 10th day of October 2023

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 10, 2023, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk
(Seal)

Date

Mary Calorio

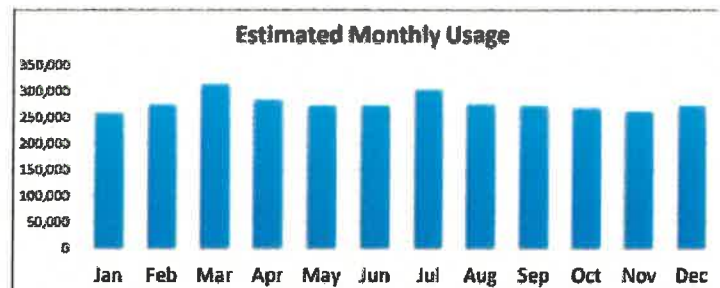
From: Adam Teff <ateff@titanenergyne.com>
Sent: Monday, September 18, 2023 3:10 PM
To: Mary Calorio; Jennifer Hawkins
Subject: Town of Killingly electricity renewal pricing

Hi Mary & Jenn,

Attached here is the renewal pricing for the Town of Killingly's electricity supply. A few points of note:

- Going short term last year was the exactly right decision, as rates have come down by about 10%.
- Your annual savings should be about \$35,000 as a result
- These prices included the CCM fee of \$.002/kWh, so there is no extra invoice to account for.
- We will need a CCM participation agreement signed to reflect the updated fee for this service.
- My recommendation would be to go longer than 12 months this time around, so if that requires town council approval, we can schedule a price update when needed.
- Your savings associated with the last contract have been very strong (see additional table below).

Customer Name	Town of Killingly
Start Date	Nov-23
# of Accounts	23
Utility	Eversource
Current Supplier	Direct Energy
Current Price	\$0.11726
Product	Fixed
% Green	Standard
Annual Usage	3,333,257



Supplier	12 Months	24 Months	36 Months
Direct Energy	\$0.10822	\$0.11039	\$0.10808
First Point Power	\$0.11341	\$0.11561	\$0.11320
Engie	\$0.11362	\$0.11454	\$0.11217
Constellation	\$0.10975	\$0.11103	\$0.10897
Nextera Energy	\$0.10916	\$0.11376	\$0.11342
BP Energy	\$0.10861	\$0.10987	\$0.10747
MP2 Energy	\$0.11031	\$0.11432	\$0.11429
Smartest Energy	\$0.11240	\$0.11340	\$0.11140
Low Option	\$0.10822	\$0.10987	\$0.10747

3-rd Party Supplier Savings:

Month	kWh Usage	Eversource \$/kWh	Supplier \$/kWh	\$ Savings
-------	-----------	----------------------	--------------------	------------

Aug	275,398	\$.1255	\$.0987	\$7,380.67
Sep	272,282	\$.1255	\$.0987	\$7,297.16
Oct	269,313	\$.1255	\$.0987	\$7,217.59
Nov	260,929	\$.1255	\$.0987	\$6,992.90
Dec	260,452	\$.1255	\$.1173	\$2,146.12
Jan	259,732	\$.2303	\$.2303	\$0.00
Feb	275,409	\$.2303	\$.2303	\$0.00
Mar	313,489	\$.2303	\$.2303	\$0.00
Apr	284,460	\$.2303	\$.1173	\$32,158.20
May	272,764	\$.2303	\$.1173	\$30,835.97
Jun	273,608	\$.2303	\$.1173	\$30,931.38
Jul	304,029	\$.1426	\$.1173	\$7,716.26

Total	\$132,676.25			
--------------	---------------------	--	--	--

Adam Teff
 General Manager | [TitanGen](#)
 750 Main St, Suite 1000 | Hartford, CT 06103
 Direct: [860-965-2884](tel:860-965-2884) | Fax [860-436-3459](tel:860-436-3459)
 E-Mail: ATeff@titanenergyne.com
 Website: www.titanenergyne.com



Please Note: The information contained in this message may be privileged and confidential and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

The Shubael Hutchins Fund Committee

Wednesday, October 4, 2023

Original Investment of \$5,000, interest and investment income to be disbursed.

	Expendable	Non-Expendable
Beginning Balance 06/30/21	23,843.57	5,000.00
Less: Contributions Paid out in 2021-22	(2,000.00)	N/A
Plus: Interest for 2021-22	235.29	N/A
Ending Balance 6/30/22	22,078.86	5,000.00
Plus: Interest for 2022-23	386.16	
Balance as of 6/30/23	22,465.02	

FY 23/24 Request Made:

Community Kitchens	\$1,500
Westfield Congregational Church	\$3,000

Killingly Fiscal Sub-Committee

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 4th day of October 2023

Previous Year Allocations:

FY 22/23 None

FY 21/22	Community Kitchens	1,250
	Westfield Congregational	750
FY 20/21	Community Kitchens	1,000
FY 19/20	Community Kitchens	1,500

COMMUNITY KITCHENS OF NORTHEASTERN CONNECTICUT, INC



A friendly place to meet and eat

P.O. BOX 502 KILLINGLY CT 06239 (860) 779- 2645
President Patricia Monahan

April 19, 2023

Town of Killingly
Town Manager
172 Main St
Killingly CT 06239

Dear Mary Calorio

Thank you for the opportunity to submit a request for the 2023-24 fiscal year budget. As I am sure you are aware we are a nonprofit organization of volunteers that have been serving noontime meals in the "Quiet Corner" of Connecticut since 1982.

The folks we serve are your neighbors the elderly, veterans, the unemployed and underemployed. Food insecure households are not necessarily food insecure all the time. Food insecurity may reflect a household's need to make trade-offs between important basic needs, such as housing, heat, or medical bills, and purchasing nutritionally adequate foods.

We are proud of our organization and the community service we provide. Besides serving meals, Community Kitchen also offers hope for the distressed, resources for those in pursuit of self-sufficiency, and relationships for those seeking emotional solace and support. Please join Community Kitchen's in reaching those in need.

Our recipients and staff of volunteers wish to express our gratitude to the taxpayers of Killingly for their continued support of our very important program. A donation of \$1,500 would go a long way toward keeping our program active.

Sincerely,

Patricia Monahan President

Community Kitchens of Northeastern Connecticut, Inc.



WESTFIELD CHURCH UNITED CHURCH OF CHRIST

CARING FOR THE HEART OF KILLINGLY SINCE 1715
210 MAIN STREET, KILLINGLY | WESTFIELDDUCC.ORG

February 21, 2023

To Whom It May Concern,

For more than 300 years, Westfield Church has been caring for the Heart of Killingly. That's looked, in recent years, like 11,000 Easter Eggs and hundreds of flickering candles illuminating rosy cheeks as carols filled our historic sanctuary during the darkest nights of years. But it's also looked like countless meals fed to those who are hungry through our monthly Be Our Guest suppers, thousands of dollars of direct assistance given to local residents over the years to help them make their way through their own darkest nights, and an open door to the community when so many doors have been closed.

We are requesting \$3000 to help us continue our centuries-long work of caring for folks directly in the Killingly community by providing for those with deepest need among us. These funds will help support programs like our monthly Be Our Guest suppers, our wintertime warming center, weekly soup suppers through the coldest months of the year, along with potentially providing assistance to those most in need by helping to cover the cost of housing, utilities or other short-term expenses that many find themselves just falling short on.

No doubt, there are bigger issues at play—bigger challenges to address and we are interested in being part of those solutions, too. But we feel our faith compels us to ensure folks are fed and warm and sheltered. Often, churches like Westfield are the very frontline of addressing these immediate needs. This financial support would empower us to keep doing that work on behalf of the community we've long served.

Thank you for your consideration.

The Rev. Dr. Jonathan Chapman

The Reverend Dr. Jonathan Chapman
Pastor & Teacher, Westfield Church

American Rescue Plan Act Funding

Killingly was allocated a total of \$3,943,245.55 in funding under the American Rescue Act. The U.S. Department of Treasury issued final guidance creating a "standard allowance" for Revenue Loss in the amount of \$10 million. Therefore, the Town was able to designate 100% of the ARPA funds as Revenue Loss. By doing so, the Town can expend the funds on Government services which include infrastructure, operations, and service organizations. The funds are required to be appropriated by December 2024 and fully expended by December 31, 2026.

Below is a list of the application that have been awarded to date:

Reynold Street Sewer/Box Culvert Replacement	\$ 795,510
Relocation of Police Administrative Offices	800,000
Environmental Assessment/Remediation 125 Alexander Parkway	155,000
Emergency Services – Mobile Radio Units & Chest Compression Devices	206,500
QV Senior Center – HVAC	4,700
Windham 4-H – Dam Repair	100,000
ARC – Organizational Study	7,500
TVCCA – Facility Improvement	20,000
Access Agency – Window Replacements	<u>21,000</u>

Total allocated	<u>\$ 2,110,210</u>
-----------------	---------------------

Remaining balance of unallocated ARPA Funds	<u>\$ 1,833,035.55</u>
---	------------------------

Below is a list of applications received and not yet acted upon:

Community Center – Westfield Ave Renovations	\$ 2,500,000
Emergency Management – Regional Distribution Building	376,900

New Request

Housing Authority – Elevator Repairs	\$ 100,000
--------------------------------------	------------

Town of Killingly American Rescue Plan Funding Request

Project Name: Elevator Improvements – Maple Court II

Organization Name: Killingly Housing Authority

Address: 620 Upper Maple Street, Killingly, Connecticut 06239

Type of Organization: Non-profit 501(c)3 Corporation

Municipal X Other: quasi-public – housing authority

Organization EIN or Tax ID number: 06-0900252

DUNS No: 107130861

Provide a brief outline of the organization and services performed for the Town of Killingly:

The Killingly Housing Authority is a quasi-governmental agency that provides affordable housing for elderly and disabled citizens. The Housing Authority has 120 garden style units located at Maple Court and Birchwood Terrace, 43 congregate units at the Maple Court II facility and administers approximately 90 Section 8 vouchers located in Killingly and surrounding towns. The Housing Authority currently has a waiting list of over 250 people and a Section 8 waiting list of 100.

Section A. Project Information

Provide a detailed description of the proposed project. Include narrative of how the project will benefit disadvantaged persons/families (qualified census tract or direct benefit) and how you will keep required documentation. If a capital project, attach plans.

The Maple Court II project is a three-story property containing 43 units (ground, first and second). The property is serviced through one (1) elevator installed at the time of original construction in 1993. In 2016, the property received a Small Cities grant to upgrade various systems in the building, including some minor upgrades to the elevator and added a chair lift from the 1st to the 2nd floor. Additional upgrades are required to modernize the elevator.

Recently the elevator broke down and a disabled women was stuck on the 1st floor for 12 hours. She was finally able to get to her 2nd floor apartment with help from several fire department units. The elevator was repaired with used parts. Emergency personnel has said that without an operational

elevator, tenants on the 2nd floor needing to be transported by stretcher would be stuck with no ability to be moved.

The project will assist 43 low- to moderate-income elderly people, which include many disabled persons (100% of the building's population). The Housing Authority maintains files for each family, including income documentation.

Otis Elevator has completed a full inspection of the elevator and has submitted the attached estimate of the work that will be required to modernize the elevator, reducing the maintenance costs for at least 20 years. This project is a sole source provider.

Section B. Eligibility

The American Rescue Plan Act statute provides the following four statutory categories which are eligible for funding:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Additional guidance on the above eligibility categories is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. Review the Interim Final Rule and FAQ documents for more details.

Outline how your proposed project meets the above eligibility requirements:

The project will update critical infrastructure (elevator) for low- to moderate-income elderly and disadvantaged tenant living at Maple Court II Congregate housing facility.

Section C. Costs

Provide a detailed budget. Complete and attach the budget form.

Is this project a one-time investment or an on-going program? One-time

If this project is for an on-going program, please describe the future funding source possibilities when the American Rescue Plan Funding has expired.

NA

Is this a regional project? _____ Yes X No

If yes, describe the project request allocation including which additional towns funding has been requested and methodology for allocation.

NA

Section D. Timeline

Provide a start and end date for the project/program. Include major milestones with proposed dates.

October 1, 2023	Approval of Application
January 1, 2024	Materials on Site/Start of Work
March 1, 2024	Project Complete

Section E. Certifications

1. I certify that the Maple Court II Elevator Upgrade is eligible under the Project/Program


American Rescue Plan (ARPA).

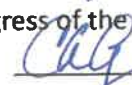
2. I certify that I will comply with all applicable State and federal procurement requirements for this program.

3. I certify that I will report semi-annually to the Town of Killingly the progress of the project/program including beneficiaries and monies expended.

4. I understand and certify that the Town of Killingly will recapture funds for the project/program if they are not expended pursuant to all American Rescue Plan (ARPA) regulations/requirements.

 Initial

 Initial

 Initial

 Initial

The undersigned is hereby authorized to submit this application on behalf of the above organization, is qualified to complete the project/program described, and will comply with all regulations/requirements of the American Rescue Plan (ARPA) funding.



Name Carol A. Greene
Executive Director
Killingly Housing Authority

September 19, 2023

Date

Capital Project Budget Form

Category	ARPA Budget Amount	Other Funding Amount	Total
Soft Costs			
Construction	\$98,780		\$98,780
Administration			
Total			

Please provide details for soft costs including architectural/engineering, advertising, other (please specify).

Only construction costs are being requested.

Please provide details for administration including personnel/position, annual salary, level of effort, cost, fringe benefits, general office supplies, other (please specify) with justifications.



OTIS

HydroAccel™

Otis HydroAccel™ Hydraulic Control System

8/23/2023

CUSTOMER NAME
MAPLE COURTS

Otis Elevator Company
242 Pitkin Street
East Hartford, Connecticut, 06108
CT License # 0475753

PROJECT LOCATION
620 Upper Maple St
Danielson, Connecticut, 06239

PROPOSAL NUMBER
F7SC5639/01

Heena Haley
Sales Executive, Modernization

We propose to furnish labor and material to provide a microprocessor based HydroAccel control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing hydraulic elevators.

Section 1



UNITS

DUTY

The present capacity and speed of the elevators will be retained as follows:

HYDROACCEL-XP

MACHINE #	CAPACITY (Pounds)	SPEED (Feet per Minute)
414463	3000	125

TRAVEL, STOPS & OPENINGS

The present travel, stops and openings of the elevators will be retained as follows:

HYDROACCEL-XP 414463

LANDINGS	OPENINGS		Distance Between Floors
	Front	Rear	
3	Yes	No	0 ft 0 in 0
2	Yes	No	11 ft 0 in 0
1	Yes	No	11 ft 0 in 0

Section 2

OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + 1/4" regardless of direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

HOISTWAY ACCESS SWITCHES

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

OTIS ONE PLATFORM

Otis ONE is an internet of things (IoT) platform that enables advanced monitoring, big data analytics, and predictive maintenance to address potential issues before they occur, increasing elevator uptime and reducing service disruptions. Activation of these features is subject to execution of a separate Otis ONE

license and subscription agreement and additional annual subscription fee of, which is not included in this Contract. Further, the Otis One hardware / equipment shall remain the property of Otis.

Optional Otis ONE Subscription

Otis ONE Prime Subscription Features

- IoT connection with continuous elevator data collection
- Monitoring by mechanics and OTISLINE
- Automated performance diagnostics and data analytics
- Over-the-air IoT software updates
- Otis Customer Portal access
- Real-time elevator status
- Performance & usage dashboards
- Service activity detail

Section 3



MACHINE ROOM EQUIPMENT

POWER SUPPLY

The power supply of 208V_60HZ, alternating current will be retained with the new equipment arranged for this power supply.

NEW CONTROLLER

A microprocessor based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

NEW SOFT STARTER

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

RETAIN PUMP MOTOR

The existing motor shall be retained. It will be thoroughly inspected. Any components requiring replacement will be of the original manufacture or its equivalent.

POWER UNIT

The Existing power unit will be retained.

RETAIN VALVE

Your existing valve will be retained. It will be inspected and adjusted for proper operation. Existing coil voltage of 120VAC required for retention of existing valve.

NEW AUT-O-SAFE®

We propose to furnish and install an Emergency Return Unit (ERU) providing auxiliary power to your hydraulic elevator. In the event of a primary power failure or a single-phase condition, the ERU is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit safely.

Section 4



DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

RETAIN CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

RETAIN HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

Section 5



HOISTWAY EQUIPMENT

RETAIN HOISTWAY OPERATING DEVICES

The existing hoistway operating devices shall be retained.

RETAIN CAR GUIDES

The existing car guides shall be retained.

RETAIN CAR INTERIOR

The present car interior shall be retained.

RETAIN FLOORING

The present flooring will be retained.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

RETAIN SPRING BUFFERS

The existing spring buffers shall be retained.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.
- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

Section 6



CAR FIXTURES

NEW APPLIED CAR OPERATING PANEL

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

NEW AUDIBLE SIGNAL

Equipment shall be furnished to allow an audible announcement in each car of the name of the next selected landing at which the elevator will stop and the committed direction of travel. Several advisory messages shall also be available to indicate the need for elevator on special service or passenger delay of elevator.

NEW "IN-CAR" DIRECTION LANTERNS

Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

Section 7



HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination.

NEW HALL POSITION INDICATOR

Hall position indicators shall be installed at: HYDROACCEL-XP/414463 Front: 2, landing(s). The position of the car in the hoistway shall be shown by the illumination of the indicator corresponding to the landing that the car is stopped or passing.

Section 8



WORK BY OTHERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 60°F and 100°F. The relative humidity should not exceed 95 percent non-condensing.

BUILDING POWER

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing, and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum 3/4 inch holes.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

EMERGENCY COMMUNICATIONS – Phone Only

Provide a continuously monitored phone line terminating at Otis controller.

GFCI OUTLETS

Provide 120volt GFCI type convenience outlets in the machine room and in each pit. . Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor.

CAR LIGHT POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position and with GFCI outlet located in the machine room.

EMERGENCY (STANDBY) POWER

If emergency power is available, verify and provide the following:

- a. Power that meets the load characteristic requirements of the new control system. Power that is capable of operating and providing sufficient power to non-linear elevator loads and that is capable of absorbing regenerated power resulting from running elevators with overhauling loads.
- b. Two conductors to the machine room from a normally closed auxiliary contact on the Owner's EP transfer switch. Contacts to open when power transfers to the emergency source.
- c. Two additional conductors to the machine room from an adjustable timed relay on the Owner's EP transfer switch to indicate "request to transfer" from standby to normal power.
- d. Power for 115VAC circuits that supply elevator cab lights, cab fan, communication means, EMS, Lobby Panels, and Compass dispatching systems (if applicable).
- e. Power for machine room lighting, ventilation and cooling means.

ROOF LIGHTING

Lighting is required to illuminate machine room access paths on the roof.

LIGHTING

Provide sufficient lighting in the buildings common areas to facilitate a safe working environment. Provide new or modify machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18" of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit ladder and a minimum of 24" above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.

PROJECT BEING "DRIED-IN"

Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

MACHINE ROOM ACCESS

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER

Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES

Provide a 75o angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

PIT LADDERS

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

OPERATING ELEVATORS FOR OTHER TRADES

If we are required to operate an elevator to facilitate the work of other trades (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to monitor, abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

HAZARDOUS MATERIALS

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

MATERIAL RESPONSIBILITY

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.Otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0", or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the Customer, others, or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the Customer or owner will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The Customer or owner is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the Customer or owner is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

Section 10



GENERAL REQUIREMENTS

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of HYDROACCEL-XP/414463 \$2,500.00 We shall also extend the stated durations to the extent that we are delayed.

INSURANCE**OTIS**

Otis agrees to maintain General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits. Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRE-EXISTING CONDITIONS HYDRAULIC

We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders and the base Contract amount (no less than 95%) prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling fifty percent (50%) of Contract award. This amount PLUS a fully executed subcontract must be received prior to releasing

equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.

- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/"LABOR PROGRESS PAYMENTS"

- This payment is due upon substantial completion of each modernized elevator. The "Labor Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is acceptable by the authority having jurisdiction as useable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.
- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This Contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- Otis does not accept credit cards as a form of payment.

SCHEDULE OF VALUES:

SCHEDULE OF VALUES			
Base Contract Amount: \$98,780			
DUE DATE	DESCRIPTION	%	VALUE
Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.	Engineering/Drawings/Mobilization "Initial Payment"	50	\$49,390
Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made.	Materials for project "Material Delivery Payment"	25	\$24,695
Due within 30 Days from substantial completion of each elevator.	Installation labor "Labor Progress Payments"	25	\$24,695

DOWN PAYMENT (OPTION)☐ **DISCOUNT SCHEDULE**

- **Pre-Payment Discount** - Otis will offer the below discount schedule for larger pre-payment amounts:
 - **75% Pre-Payment** 2% discount off base bid
 - **90% Pre-Payment** 3% discount off base bid

Otis may add a surcharge to the Purchase Price to compensate for changes to import tariffs implemented **after the date hereof** by the United States government. The surcharge will be in an amount as determined by Otis that either approximates the increase in cost to the actual products imported hereunder due to such tariff increases, or in an amount that allocates the overall increases in import tariffs across Otis' United States business to this project in proportion to the amount of imported materials allocated to this project.

LEAD TIME AND DURATION

We anticipate approximately 8-10 weeks manufacturing time from **receipt** of approvals and down payment.

Thereafter, we expect the modernization to take approximately 2-3 weeks per car. All work will be performed during our regular working hours of our regular working days.

SCHEDULE

Our proposal is based on a delivery date. If the delivery date is delayed 90 calendar days or greater, customer agrees to pay applicable factory material price increases. A fully executed change order and full payment of the price increase, in addition to full payment of the required down payment by Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

CODE CLARIFICATIONS

ASME A17.1 / CSA B44 (2016 or earlier): It is our understanding the International Building Code (IBC), 2018 Edition is NOT applicable to this project. Otis has included an emergency communication system that conforms to ASME A17.1 / CSA B44 (2016 or earlier), Requirement 2.27.1.1. It should be noted that at the present time there is a potential conflict concerning the emergency communication system requirements between IBC 2018 and ASME A17.1 / CSA B44 (Safety Code for Elevators and Escalators) and you agree to hold Otis harmless for any claim, loss, cost, or damage in connection with any such conflict.

Work By Others

Customer or owner will provide one (1) dedicated outside telephone line to the elevator machine room as described in the "Work by Others" section.

**Accelerated Schedule****OVERTIME – ACCELERATED SCHEDULE INCLUDED****HYDROACCEL-XP:**

Machine Number	Standard Duration	Reduced Duration	Reduced Duration Cost
414463	6 weeks	2.67 weeks (10 hour days)	9,500

Please note: Car will be out of service for the stated duration.

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE \$98,780 "Cost w/o Tax"
Ninety-eight Thousand Seven Hundred Eighty Dollars

This price is based on a **fifty percent (50%)** downpayment in the amount of \$49,390

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in this proposal is subject to increase in the event commodity, fuel, and/or shipping transportation costs increase. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: _____
Patel Heena

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: **X** _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: **X** _____

Print Name: _____

Title: _____

TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract.

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to acts of God or nature: fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others.

except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.