



TOWN OF NORTH ELBA

REGULAR BOARD MEETING

TUESDAY, APRIL 8, 2014

7:00 PM Regular Board Meeting

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approve minutes for March 11, 2014 Board Meeting.
4. Persons Present Opportunity to Speak -
5. New Business:
 - a. Endorse- 44th Annual Lake Placid/North Elba Half Marathon
 - b. Extension Request- Jet Fuel- 2 years
 - c. Village Clean Up Day
 - d. Post Closure Environmental Monitoring- Landfill
 - e. Approve - Combined Elevator Maintenance Contract
 - f. Approve- Mahoney Fire Alarm Inspection Agreement
 - g. Ray Brook Water Billing
 - h. Approve- Expenditures Senior Bus
 - i. Approve- Ausable River Assoc. Grant (\$78,500)
 - j. Resolution Horse Show Contribution Account
 - k. Budget Amendments
6. Committee Reports: Jack Favro
7. Town Attorney Reports
8. Essex County Update
9. Approve Audits as per Audit #'s
10. Executive Session
11. Adjournment



Supervisor Politi and
North Elba Town Board
2693 Main Street
Lake Placid, New York 12946

Dear Mr. Politi and Board;

The Lake Placid/North Elba Half Marathon & 10K race committee has begun planning for its 44th Annual event. Over the past two years, we have maintained the race as the "people's race", with profits directed towards the youth of our community. As was reported following last year's race, we were able to direct over \$7,500 to the Lake Placid/Wilmington Connecting Youth and Communities (CYC). Our goal for this year is to increase our contribution by 20%.

Again, we seek the approval of the North Elba Town Board to hold the 44th Annual Lake Placid/North Elba Half Marathon & 10K, on Saturday, September 06, 2014. The race course for both distances are the same as last year. The only change this year will be the start time of the 10K event, which will begin 30 minutes prior to the half marathon (0830 and 0900). This change is to improve the safety and congestion moving in both directions over the bridge on Route 73 (Ski Jump Bridge).

As in the past, we seek the support of the Town of North Elba for the following:

- Use of Town Roads and Sidewalks
- Tents at the Horse Show Grounds
- Bathroom and Shower Facilities at the Show Grounds

All required liability coverage for the 44th Annual Lake Placid/North Elba Half Marathon will be presented to the Village Clerk by the beginning of July 2014.

Thank you in advance for your anticipated support.

Rick Preston
Race Director

Proposed Race Route: Starting at the Olympic Skating Oval on Main Street, the route will then go through the center of Lake Placid's business district, around Mirror Lake, down Parkside Drive, onto Route 73, to an out and back on Riverside Drive, finishing at the North Elba Show Grounds.



7c

Butch Martin < butchmartin9@gmail.com >

Lake Placid Village Clean Up

2 messages

Andrea Grout < andrea@generousact.org >

Tue, Mar 25, 2014 at 1:39 PM

To: butchmartin9@gmail.com

Cc: griciatrout@yahoo.com

Hi Butch,

I hope you are well and enjoying the beginning of 2014. Despite the cold wintry weather, spring time is just around the corner and that means it's time to think about Village Clean Up (VCU). We have chosen **May 10th** with a **rain date of May 17th** for the event. The LP School spring vacation is very late this year so we had to push the date back a bit to May. VCU will be sharing the day with the LPHS Key Club's 'Plunge for the Cause' event.

Heidi Roland and Peggy Dennin have decided that it's time to pass the torch of organization and planning for the **LP Village Clean Up** to me and my sister, Tricia Garrett. We would like to ask your permission to hold the entire VCU day at the Beach House. We think it makes more sense to have the entire event in the same location for both signup/check-in/bag pick up and the lunch afterwards. We think it will streamline efforts for the day if we don't have to move everything down the street.

Kindly let me know as soon as possible if this is an acceptable change and if the location is available that day. I will be in touch in the coming weeks to sort out various details, but wanted to give you a heads up and sort this out first.

Clean Up day is so vital to the beauty and economy of this place we call home. Thanks for all you do to keep it that way.

I look forward to hearing from you soon. You can also call my cell phone if you want to discuss via phone. 524-3832

Many thanks,

Andrea



Andrea Grout | Program Officer

Office: (518) 523-9904 | Fax: (518) 523-9905

PO Box 288, Lake Placid, NY 12946

www.GenerousAct.org | www.AdirondackGives.org



BAY STATE ELEVATOR COMPANY

385 Main Street - P. O. Box 5
Dalton, Massachusetts 01227-0005
www.BSECo.com

AGREEMENT FOR MASTER MAINTENANCE

Proposal Number MM:

TO:

BUILDING NAME/LOCATION:

Town Of North Elba
(Purchaser, herein called you)

Craig Wood Clubhouse

Main Street

North Elba Town Hall

North Elba, NY 12946

Bay State Elevator Company (herein called we) will provide **MASTER MAINTENANCE SERVICE** on the elevator equipment located in the above building and described below (herein called the equipment) on the terms and conditions set forth herein.

NUMBER AND TYPE OF ELEVATORS

MANUFACTURER

SERIAL/CONTRACT NUMBERS

Two (2) Oil-Hydraulic
Passenger Elevators

TKE/Montgomery

CID # 1140-1/2
BSE # 16053C

EXTENT OF COVERAGE

We will:

Regularly and systematically examine, adjust, lubricate, and, whenever required by the wear and tear of normal elevator usage, repair and/or replace the equipment (except for the items stated hereafter), using trained personnel directly employed and supervised by us to maintain the equipment in proper operating condition.

Furnish all parts, tools, equipment, lubricants, cleaning compounds, and cleaning apparatus. All parts, schematics and diagrams including those stored at the job site, will remain our property until they are installed on the equipment.

Re-lamp all signals as required during regular examinations only.

MASTER MAINTENANCE AGREEMENT
PAGE 2 OF 6

Periodically examine and test the hydraulic system and/or the governor, safeties, and buffers on the equipment, at our expense, as outlined in the American National Safety Code for Elevators and Escalators, ASME A17.1 current edition as of the date this agreement is submitted. It is expressly understood and agreed that such tests will subject the equipment and the building structure to greater stresses, strains and reactions than are encountered during normal operation. In no event will we be responsible or liable for any damage to the equipment or the building structure occasioned by these tests.

ITEMS NOT COVERED

We assume no responsibility for the following items, which are not included in this agreement.

The cleaning, refurbishing, repair, or replacement of:

- Any component of the car enclosure including wall panels, removable panels, door panels, sills, car gates, plenum chambers, hung ceilings, fans, fan motors, light fixtures, light diffusers, light tubes and bulbs, handrails, mirrors, car flooring, and floor covering.
- Hoistway enclosure, hoistway gates, door panels, frames, and sills.
- Cover plates for signal fixtures and operating stations.
- Intercommunications systems used in conjunction with the equipment.
- Main line power switches, fuses and circuit breakers (whether or not failure is caused by malfunction of the equipment), and feeders to the controller.
- Emergency power plant and associated contacts and signals.
- Emergency car lights and all batteries, including those used for emergency lowering devices.
- Smoke and fire sensors and related equipment not specifically an integral part of the elevator controls.
- Jack unit cylinder, casing, buried conduit and buried piping.
- Replacement of vegetable based hydraulic medium and/or disposal of used vegetable based hydraulic medium.

**MASTER MAINTENANCE AGREEMENT
PAGE 3 OF 6**

HOURS OF SERVICE

We will perform all work hereunder during the regular working hours of our regular working days, unless otherwise specified herein. We include emergency minor adjustment callback service during the regular working hours of our regular working days.

Overtime work is not included in this agreement. If we are requested by you to perform work outside of our regular working hours, you agree to pay us for the difference between our regular time and our overtime labor at our regular billing rates.

PURCHASER'S RESPONSIBILITIES

- Possession, care, custody and/or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- Your responsibility includes, but is not limited to, instructing passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention, and maintaining surveillance of the equipment for such purposes.
- You will provide us unrestricted access to the equipment, and you will provide a safe workplace for our employees.
- You will provide our employees with any site specific safety training and/or safety equipment necessary to meet government safety regulations and your safety policies.
- You will keep pits and machine rooms clear and free of water and trash, and you will not permit them to be used for storage.
- You agree that you will not permit others to make changes, adjustments, additions, or repairs to, or replacements of the equipment.
- If this equipment was not installed by us, you agree to provide us with controller wiring diagrams as specified by the original equipment installer, at no cost to us.
- Payment of all fees, taxes, or duties imposed by governmental agencies in conjunction with any inspection, testing, repair or construction applications, permits or certificates unless said fees are specifically included under the *Special Provisions* of this agreement.

TERM

This agreement is effective May 1, 2014, (the anniversary date) and will continue thereafter until April 30, 2019, (the termination date). Either party may terminate this agreement on the termination date or at the end of any subsequent five (5) year period by first giving the other party at least ninety (90) days prior

MASTER MAINTENANCE AGREEMENT
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written notice. In the absence of said notification, this agreement shall remain in full force and effect for an additional five (5) year term; in which case the anniversary and termination dates as defined above shall be adjusted accordingly.

You will assign this agreement to any successor in interest, should your interest be terminated prior to the termination date defined above. This agreement may not be assigned without our prior consent in writing.

CONDITIONS OF SERVICE

No work, service or liability on the part of Bay State Elevator Company other than that specifically mentioned herein, is included or intended.

The parties hereto recognize that, with the passage of time, equipment technology and design will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. You agree to accept our judgment as to the means and methods to be used for corrective work. We shall not be required to make adjustments, repairs, or replacements necessitated by any other cause including but not limited to obsolescence, accidents, vandalism, negligence, or misuse of the equipment, improper or unbalanced power supply characteristics, power outages, or any other causes beyond our control. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us at our regular billing rates for such work as an extra to this agreement.

We shall not be required to make tests other than those specified in the extent of coverage, nor shall we be required to install new attachments or devices whether or not recommended or directed by insurance companies or by federal, state municipal or other authorities, to make changes or modifications in design, or make any replacement with parts of a different design or to perform any other work not specifically covered in this agreement.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to the negligent acts of Bay State Elevator Company, its employees, or its agents, and it is further understood that your own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement.

We shall not be held responsible or liable for any loss, damage, detention, or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including any strike or lockout which interferes with the performance of the work at or access to the building site, or our ability to obtain parts or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be necessary to compensate for the delay. In no event shall we be responsible for special, indirect, incidental, or consequential damages.

MASTER MAINTENANCE AGREEMENT
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Bay State Elevator Company assumes no responsibility for underground loss of hydraulic fluid due to leakage, mechanical failure, or any other cause.

PRICE

The price for the service as stated herein shall be **FOUR THOUSAND FIVE HUNDRED SIXTY DOLLARS AND 00/100 (\$4,560.00)** per year. All amounts shall be payable upon presentation of invoice. You shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this agreement.

This price shall be adjusted annually and such adjusted price shall become effective as of each anniversary date of the agreement. The adjustment shall be based on the percentage change in the straight time hourly cost for elevator examiners in the locality where the equipment is to be examined. For the purposes of this agreement, "straight time hourly cost" shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits which include, but are not limited to pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, workers' compensation insurance, and hospitalization insurance and general liability insurance. We reserve the right to add a fuel surcharge for the cost of gasoline and/or diesel fuel, said surcharge will be separately stated on invoice.

A service charge of 1 1/2% per month or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to the defaulted amount, all attorney fees, collection costs or court costs in connection therewith. Further, delinquent payment by you of any charges under this agreement, charges for additional work or overtime premiums, or any service charges as described above shall constitute a breach of this agreement and we may, at our option, terminate the agreement for such breach. In the event that we elect to terminate for said breach, the termination shall be considered a premature cancellation.

SPECIAL PROVISIONS

If any of the units covered by this agreement are located in Massachusetts, the following conditions shall apply:

- The Commonwealth of Massachusetts - Department of Public Safety permit fee, currently set at \$400.00 per unit, for the annual safety test is included in this agreement. If the fee increases during the term of this agreement, the price of this agreement will be adjusted accordingly.
- The performance of annual safety test(s) in the presence of the State Elevator Inspector is included, strictly limited, however, to the availability of a qualified State Elevator Inspector.
- If specifically requested to do so on a case by case basis, we may agree to assist in the permit application process. However, any filing of permits by Us on Your behalf is strictly a courtesy and the timely filing for permits remains solely your responsibility as required by Massachusetts law. Bay State assumes no responsibility for permits or fines for any permits we file on your behalf. Bay State does not assume any of your obligations under the law by filing for a permit on your behalf. It is solely your responsibility to inform us of the expiration of your inspection certificate annually in writing, at least 90 days prior to the

MASTER MAINTENANCE AGREEMENT
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expiration of your certificate. In exchange for filing permits on your behalf, to the fullest extent permitted by law you agree to indemnify and hold Bay State harmless from any fines imposed by any governmental authority as a result of testing and/or permitting of your equipment.

ADDITIONAL PROVISIONS

We reserve the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms herein.

This instrument contains the entire agreement between the parties hereto and is submitted for acceptance within 30 days from the date executed by us after which time it is subject to change without notice. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

No agent or employee shall have the authority to waive or modify any of the provisions, terms, or conditions of this agreement.

Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will prevail and/or govern in the event of conflict.

BAY STATE ELEVATOR COMPANY

By: _____

Shafi Racht
Shafi Racht - Service Sales

Date: March 12, 2014

Accepted: _____

Approved: **BAY STATE ELEVATOR COMPANY**

Printed Name: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



P.O. Box 767 - 15 Cooper St.
Glens Falls, NY 12801
518/793-7788
Fax 518/793-0602
www.mahoneyalarms.com

Mahoney
Notify-Plus Inc.
Alarms

Lake Placid, NY 12946
518/523-1600
Fax 518/793-0602

Plattsburgh, NY 12901
518/566-9147
Fax 518/793-0602

March 19, 2014

Craigwood Golf Club
141 Country Club Road
Lake Placid, NY 12946

Effective **April 1, 2014** the **FIRE ALARM** inspections will be conducted **semi-annually** with **100%** fire device testing each semi-annual period and will include the following devices when applicable:

CONTROL PANEL
BATTERIES/POWER SUPPLIES
SMOKE DETECTORS
HEAT DETECTORS
DUCT DETECTORS
MANUAL PULL STATIONS
BELLS/HORN STROBE UNITS
ANNUNCIATOR PANEL
TRANSMISSION TO CENTRAL STATION

This quotation is based on **Craigwood Golf Club** providing experienced assistance for the inspection.

The fire inspection will be invoiced at **\$395.00 per year**. **Technical service rates for additional work over and above the inspection will be invoiced at current Prevailing wage rates of \$102.00 per man hour Monday thru Friday between the hours of 8:00am and 4:30pm. After hours, weekends and holiday rate is \$153.00 per man hour.**

Service rates not subject to prevailing wage will be invoiced at **\$82.50 per man hour, portal to portal for the first hour and \$75.00 per man hour, portal to portal for each hour thereafter** between the hours of 8:00am and 4:30pm, Monday thru Friday. After hours, weekends and holiday service will be provided at a rate of **\$123.75 per man-hour, portal to portal for the first hour and \$112.50 per man hour, portal to portal for each hour thereafter.**

This Inspection Agreement is also subject to the following conditions:

- A) All agreements are contingent upon strikes, fires, accidents or causes beyond our control.
- B) This agreement shall be valid if acceptance is made within 30 days from the date written and upon our receipt of your purchase order.
- C) Quotations made herein are subject to change after acceptance and upon 30 days prior written notice.

- D) It is further agreed that this contract shall be in effect for a period of **one (1) YEAR**. During this period Mahoney Notify-Plus Inc., shall be deemed the exclusive authorized service company and will not be responsible for any repairs or tampering made by third parties. This contract can be nullified by either party within 30 days prior written notice to the other party.
- E) Mahoney Notify-Plus Inc., will not be held responsible for any damages that occur to the system as a result of fires, strikes, floods, lightning or other acts of God.

The undersigned parties have read and understand the terms referred to in this contract and are in complete agreement with same.

AGREED & UNDERSTOOD: CRAIGWOOD COUNTRY CLUB

ACCEPTED BY: _____
Name & Title

DATE: _____

AGREED & UNDERSTOOD: MAHONEY NOTIFY-PLUS INC.

ACCEPTED BY: _____
Name & Title

DATE: _____

TERMS AND CONDITIONS

The Alarm Company assumes no liability for interruption of service due to strikes, riots, floods, fires, interruptions in telephone service, acts of God, or any causes beyond the control of the Alarm Company, and the Alarm Company is not required to supply service to the Subscriber while such interruptions.

The Subscriber will provide access to the premises to the Alarm Company. Its agents and employers for service and will obtain for the Alarm Company permission as maybe required from the landlord or others to carry out this Agreement. The Alarm Company will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of the Subscribers Buildings or structure. The Subscriber agrees to furnish any necessary continuous electrical current and outlets at the Subscriber's expense for the Alarm Company equipment. The Subscriber understands that the installation will necessitate drilling and cutting into various parts of Subscriber's premise and gives Alarm Company permission to do so. The Subscriber also agrees to allow surface wiring as needed.

The Alarm Company does agree, in accordance with the repair services chosen by the Subscriber as checked, to repair the Alarm System during the term of this Agreement. The Subscriber agrees to carefully and properly test the Alarm System, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to each closed period and shall immediately report to the Alarm Company any problem with the System. The Alarm Company shall make any necessary repairs as soon after receipt of notice as is reasonably practical. The Subscriber shall at all times be solely responsible for the maintenance of the sprinkler system. If any, including providing adequate heat to the building, so that the sprinkler system will at all times are in good working order. The Subscriber agrees that all repair service to the Alarm System caused by improper use of the Alarm System, misuse, abuse, vandalism, lightning, or any other act of God are billable regardless of the repair services chosen by the Subscriber as checked.

The Alarm Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to notify the police or fire department having Jurisdiction, unless there is just cause to assume that an emergency condition does not exist and the Alarm Company shall make a reasonable effort to notify the Subscriber or his designated representative by telephone unless runner service is provided or the Alarm Company has been instructed to do so otherwise by the Subscriber. Should the Subscriber's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the Central Station overburdening operators Subscriber authorizes Alarm Company, at its discretion, to gain entry to the building with whatever method is required, and remedy the malfunction on behalf of the Subscriber. Furthermore, Subscriber agrees to pay the Alarm Company for the service call at the then Current rate, for such call.

The Subscriber hereby agrees that the Alarm Company shall have the right to modify the charges at anytime or times after the expiration of six (6) months from the date of this Agreement upon giving the Subscriber written notice, a minimum of sixty (60) days in advance of the effective date of such change. If the Subscriber is unwilling to pay any such increase and notifies the Alarm Company in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, the Alarm Company shall be permitted, at its sole option, upon written notice by certified mail, return receipt requested to the Subscriber, to terminate this Agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without further notice. Failure to notify the Alarm Company in writing at least thirty (30) days prior to the effective date of increase will constitute the Subscriber's consent to the increase, and all of the other terms and conditions of this Agreement shall remain in full force and effect.

Upon the Subscriber's failure to pay any sums due the Alarm Company under this Agreement, or upon premature cancellation of service by the Subscriber, the Alarm Company reserves the right to terminate its obligations under this Agreement and remove any of the Alarm Company owned equipment, wiring and apparatus from the Subscriber premises upon written notice to the Subscriber. The Alarm Company will have no obligation to repair or redecorate any portion of the Subscriber's premises due to removal of the Alarm Company's System upon termination. At such time, all charges incurred under the terms of this Agreement, up to the cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of this Agreement by the Subscriber, and the parties agree that the subscriber shall immediately pay to the Alarm Company, upon any breach, or upon premature cancellation of service by the Subscriber, as and for liquidated damages, the sum of seventy-five percent (75%) of any changes remaining lobe paid under the terms and life of this contract. The parties further agree that the Subscriber shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, should the Alarm Company have to place this contract in the hands of any attorney for collection.

If the Alarm Company incurs any new or increased charges for the use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Alarm Company by any insurer or Insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

The Subscriber will not permit any person or persons, unauthorized by the Alarm Company, to alter, remove, or tamper with any System equipment and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus, to be attached to the lines, wires, instruments or equipment at such System, except by the authorized agents of the Alarm Company, without the written permission of the Alarm Company.

The Subscriber authorizes and directs the Alarm Company, as its agent, to use its full discretion in determining or causing the arrest of any person or persons on or around the premises unauthorized by the Subscriber to enter the premises of the Subscriber during the scheduled Closed period and to hold such person or persons until released by the Subscriber or his known representative.

LIMITATION OF LIABILITY

It is understood and agreed: That the Alarm Company or its agents, assigns, employees, or independent contractors providing portions of the services for the Subscriber (including, but not limited to, signal carriers, telephone companies, municipal agencies, answering services, etc.), all hereinafter referred to as "Others", are not an Insurer; that insurance, if any, shall be obtained by the Subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on the Subscriber's premises; that the Alarm Company and Others make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the System or service is designed to detect or avert. The Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the Alarm Company or Others' active or passive negligence, or from a failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to the Subscriber because of among other things:

- (a) The uncertain amount or value of the Subscriber's property Or the property of others kept on the premises which maybe loaf, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert;
- (b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
- (c) The inability to ascertain what portion, if any, of any loss which would be proximately caused by the Alarm Company or Others' failure to perform or by failure of its equipment to operate;
- (d) The nature, of the service to be performed by the Alarm Company and Others.

The Subscriber understands and agrees that if the Alarm Company or Others should be found liable for personal injury or property loss or damage due from a failure of the Alarm Company or Others to perform any of the obligations herein, including but not limited to installation, repair service, monitoring or service or the failure of the System or equipment in any respect whatsoever, the Alarm Company or Others' liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, and this liability shall be exclusive, and that the provision of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to, persons or persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of the Alarm Company or Others. No suit or action shall be brought against the Alarm Company more than one (1) year after the accrual of the cause of action therefore.

In the event that the Subscriber wishes the Alarm Company or Others to assume greater liability, the Subscriber may, as matter of right, obtain from the Alarm Company a higher limit by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold the Alarm Company or Others as Insurers. This limitation of liability covers all of the Alarm Company equipment and services at all Subscriber locations.

INDEMNIFICATION

When the Subscriber ordinarily has the property of others in his custody, or the System extends to protect the other persons or the property of others, the Subscriber agrees to and shall indemnify, save, defend and hold harmless the Alarm Company and Others for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply but claims regardless of cause, including the Alarm Company or Others' performance or failure to perform and including defects in products design, installation, repair service, monitoring, operation or non-operation of the System, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability, on the part of the Alarm Company or Others, but this provision shall not apply to claim, for loss or damage solely and directly caused by an employer of the Alarm Company or Others while on the Subscriber's premises. The Subscriber agrees to indemnify the Alarm Company against, defend and hold the Alarm Company harmless from any action for subrogation which may be brought against the Alarm Company by any insurer or Insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into the terms of this Agreement and the entire Agreement of the parties is expressed herein above. And no verbal understanding or agreement shall alter, change or modify the terms and provisions of this Agreement. The Subscriber is not relying on any advice or advertisement of the Alarm Company. In the event that Any provision of this Agreement is found to be unenforceable; all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and the Subscribers' purchase Order, or any other document, This Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement. The Alarm Company may assign this Agreement without prior notice Or consent of the Subscriber, however, the Subscriber may not assign this Agreement unless such assignment shall be consented to in writing by the Alarm Company.

The parties agree that this contract is executed and becomes in full force and effect only upon an officer of the Alarm Company signing a copy of the Agreement and that the contract is executed in Warren County, New York. The parties further agree that venue shall be proper in Warren County, New York should any portion of this Contract have lobe legally enforced.

If the Subscriber moves its residence or place of business, then the Subscriber is entitled to alarm service at this new location upon the payment of reasonable costs incurred in transferring the Alarm System to the new location. In addition, the Subscriber agrees lobe liable for any increase in monthly charges occasioned by such a move. The remaining terms of the Agreement will remain in full force and effect and the Subscriber will continue lobe liable For the remaining period under the terms of this Security Service Agreement

PROPERTY INSURANCE AND WAIVER OF SUBROGATION

Subscriber agrees to obtain insurance to cover its losses in any and all of its property. In the event of any loss, including destruction, theft, damage or other loss, Subscriber shall look solely to its insurer for recovery of its loss And hereby waives any and all claims for such loss against Alarm Company. Further, Subscriber agrees that its insurance policy will contain a provision that such waiver of subrogation does not invalidate its coverage



5 d .

Adirondack Landfill Services, LLC

Geoffrey May
P.O. Box 404
Keeseville, NY 12944

Phone 518-534-3994
AdirondackLandfillServices@yahoo.com

March 27, 2014

Mr. Robert Politi, Supervisor
Town of North Elba
2693 Main Street, Suite 101
Lake Placid, New York 12946

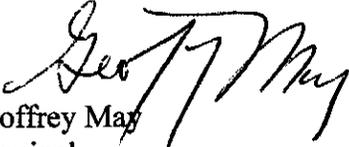
Re: Proposal for 2014 Post-Closure Environmental Monitoring, Town of North Elba
Landfill.

Dear Mr. Politi:

The enclosed agreement is for conducting the 2014 Post-Closure Monitoring Program at the Town of North Elba Landfill. Adirondack Landfill Services, LLC will conduct post-closure environmental monitoring (including sampling 6 groundwater monitoring wells, laboratory analysis, report preparation and submittal to NYSDEC) for the 2014 annual baseline monitoring event for \$3978. ~~This is the same price as last year.~~

Please feel free to contact me if you have any questions regarding this agreement. I can be reached during the day at the Essex County Landfill 873-6650 and evenings at 534-3994. If this agreement is acceptable, *please sign and return both copies to me*. I will then sign both copies and return one signed copy to you.

Respectfully,


Geoffrey May
Principal