

**Village of Port Dickinson  
Monthly Board Meeting  
August 25, 2020  
ZOOM meeting: 863 8461 4627**

<b>Officers Present:</b>	<b>Mayor</b>	<b>Kevin M. Burke</b>
	<b>Trustees</b>	<b>Robert Aagre Michael Cashman James DeGennaro Charles Harding</b>
	<b>Clerk</b>	<b>Susan Fox</b>
	<b>Treasurer</b>	<b>Sandra Reifler</b>

The meeting was called to order at 5:00 pm by Mayor Kevin Burke.

**PUBLIC HEARING:**

**AUDIT AND PAYMENT OF CLAIMS: Abstract #5 (2020-2021)**

Motion by Trustee Harding, seconded by Trustee DeGennaro, to pay claims as listed on the Abstract of Unaudited Vouchers for the General Fund for \$58,283.66

AYE TRUSTEES: AAGRE, CASHMAN, DEGENNARO, HARDING  
NAY NONE

Motion by Trustee Aagre, seconded by Trustee Harding, to pay claims as listed on the Abstract of Unaudited Vouchers for the Water Fund for \$123.61

AYE TRUSTEES: AAGRE, CASHMAN, DEGENNARO, HARDING  
NAY NONE

Motion by Trustee Aagre, seconded by Trustee Harding, to pay claims as listed on the Abstract of Unaudited Vouchers for the Sewer Fund for \$38.03

AYE TRUSTEES: AAGRE, CASHMAN, DEGENNARO, HARDING  
NAY NONE

**RESOLUTIONS:**

1. Motion by Trustee Harding, seconded by Trustee DeGennaro, for a Resolution authorizing the Mayor to sign an Agreement with Sentry Alarms for Village Hall Fire monitoring

AYE TRUSTEES: AAGRE, CASHMAN, DEGENNARO, HARDING  
NAY NONE

2. Motion by Trustee Harding, seconded by Trustee DeGennaro, for a Resolution authorizing the Mayor to sign a Shared Services Agreement for Emergency Assistance with NYS DOT.

AYE TRUSTEES: AAGRE, CASHMAN, DEGENNARO, HARDING  
NAY NONE

**OLD BUSINESS:**

**NEW BUSINESS:**

1. Mayor Burke reported that he is working on the Fall newsletter. If anyone has items to add, please get them to him as soon as

possible.

2. Mayor Burke reported that he has asked the Village Engineer to separate the Rochelle Rd & Chenango St water main projects. He will be contacting Sen. Akshar to assist with funding.
3. There will be no Work Session in September.

Respectfully submitted,  
Susan E. Fox, Village Clerk



**SYRACUSE TIME & ALARM CO., INC.**

1115 UPPER FRONT ST.  
BINGHAMTON, NY 13905

Phone (607) 722-3200 · (800) 762-2667 · Fax (607) 722-2124  
sstallman@syrtime.com Web: www.syrtime.com

**QUOTATION**  
**54788**

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of State #12000032805

Page 1 of 2

**Bill To:**

**PORT DICKINSON MUNICIPAL BUILDING**  
786 CHENANGO STREET  
BINGHAMTON, NY 13901

**Work Site:**

**PORT DICKINSON MUNICIPAL BUILDING**  
786 CHENANGO STREET,  
BINGHAMTON, NY 13901

**Date:** 8/17/2020  
**Expires:** 9/16/2020  
**Terms:** NET 30 DAYS NO DISC  
**Ship Method:** Ground  
**Sales Rep:** SS

**ATT:**

**REF: SET UP MONITORING**

Qty	Part	Description
3	LABOR	HOURS OF LABOR PERFORMED ON PV-FIRE ALARM
1	13901	TRAVEL TO BINGHAMTON IN BROOME COUNTY

**This Quotation Does Not Include An Allowance For Contract Held Retainage.  
Payment Is Expected In Accordance To Our Standard Terms.**

**Thank you for your business**

Monday, August 17, 2020

*"Our Concern Makes The Difference" ®*



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**To:**  
**PORT DICKINSON MUNICIPAL BUILDING**  
786 CHENANGO STREET  
BINGHAMTON, NY 13901

**Work Site:**  
**PORT DICKINSON MUNICIPAL BUILDING**  
786 CHENANGO STREET ,  
BINGHAMTON, NY 13901

**Date:** 8/17/2020  
**Expires:** 9/16/2020  
**Terms:** NET 30 DAYS NO DISC  
**Ship Method:** Ground  
**Sales Rep:** SS

**ATT:**

**REF: SET UP MONITORING**

Item	Price
<b>Sub Total:</b>	<b>\$453.00</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Total Quote:</b>	<b>\$453.00</b>

**Terms and Conditions**

Syracuse Time & Alarm Co., Inc. here in and after referred to as "S.T.A.";

WARRANTY: All products sold by S.T.A. are third party products and are subject to the warranties and representations of the applicable manufacturers.

WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TITLE TO GOODS: Title to goods noted herein being purchased, is retained by S.T.A. until such goods are paid for in full by the purchaser and only at that time will title then pass to the purchaser. You are responsible for any loss, theft or destruction of the goods noted above, that are delivered to your premises, until such time that full payment is made to S.T.A., for said goods.

WORK SCHEDULE: All installation, alteration, inspection, testing or other service of the equipment specified in this proposal may be performed any day of the week at the sole discretion of S.T.A. until completion, excluding holidays, and between the hours of 8 am and 5 pm, unless you direct otherwise, in which case you agree to pay S.T.A. any increased cost resulting from our performance of your request and/or adjusted work days or hours.

PRICING TERMS: Customer acknowledges and agrees S.T.A.'s quote and contract price is predicated on Customer's representation of the work being privately funded and that such quotation and contract price excludes an allowance for the payment by S.T.A. of any funds or monies for wage differences necessitated by fees, charges, prevailing wages or other assessments imposed by any governmental authority or person. If, subsequent to S.T.A.'s quotation, it is discovered the work is funded, in whole or in part, by any public funds, monies or grants, then Customer agrees to pay S.T.A. any additional and increased fees, charges and costs, as well as the wage differences for the payment of any prevailing wages in excess to those anticipated in this quotation or subsequent contract.

FINANCE CHARGES: Payment is due in full no later than thirty (30) day from the date of delivery to the buyer and such date will become the "due date". A finance charge of 1 1/2% per month will be added to any outstanding balance that remains unpaid after the due date. The finance charge will be computed on the 30<sup>th</sup> day, starting from the date and continuing until the entire balance due is paid in full. Buyer agrees to pay all costs incurred by S.T.A. of enforcing our rights against you including, but not limited to, reasonable attorney's fees.

ADDITIONAL TERMS & CONDITIONS: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard industry practices. Any alterations from the goods and services indicated above involving additional costs will be executed only upon written orders, and will become an extra charge over and above the estimate. S.T.A. may charge you a restocking fee for the return of any non-defective merchandise. We will not be liable for any damages or any loss sustained by you as a result of a delay in the installation of any equipment, equipment failure or other interruptions due to electrical outages, strikes, accidents, walkouts, acts of God and other causes beyond our control. You warrant that the person signing this proposal for you has the authority to do so. This proposal may be withdrawn if it is not signed and returned to S.T.A. prior to the expiration date noted above and may be superseded by a separate sales and/or service agreement between the parties.

YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS PROPOSAL WHICH ARE HEREBY ACCEPTED INCLUDING TITLE TO GOODS AND THE SUBSEQUENT PAYMENT DUE AS NOTED ABOVE. SYRACUSE TIME & ALARM CO., INC. IS UNDER NO OBLIGATION TO ACT UNDER THE TERMS OF THIS PROPOSAL UNTIL A SIGNED COPY OF THIS PROPOSAL HAS BEEN RECEIVED BY US PRIOR TO THE EXPIRATION DATE.

Licensed by N.Y.S. Department of State #12000032805

SIGNATURE

*Steen Stallman*  
SALES REPRESENTATIVE

PRINT YOUR NAME

DATE

Purchase Order Number

**This Quotation Does Not Include An Allowance For Contract Held Retainage.  
Payment Is Expected In Accordance To Our Standard Terms.**

**Thank you for your business**

Monday, August 17, 2020

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**QUOTATION**  
**54793**

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Page 1 of 2

**Bill To:**

**PORT DICKINSON MUNICIPAL BUILDING**  
786 CHENANGO STREET  
BINGHAMTON, NY 13901

**Work Site:**

**PORT DICKINSON MUNICIPAL BUILDING**  
786 CHENANGO STREET ,  
BINGHAMTON, NY 13901

**Date:** 8/17/2020  
**Expires:** 9/16/2020  
**Terms:** NET 30 DAYS NO DISC  
**Ship Method:** Ground  
**Sales Rep:** SS

**ATT:**

**REF: MONITORING RATE**

Qty	Part	Description
1	MON3	COMMERCIAL FIRE W/ IP COMMUNICTAION

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Monday, August 17, 2020

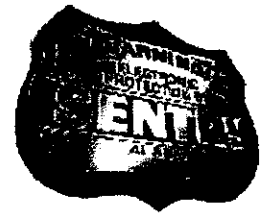
*"Our Concern Makes The Difference" ®*



**Sentry Alarms**  
**40 Chenango St**  
**Binghamton, NY 13901-2902**  
**Tel : (607)723-2934 Fax: (607)724-3858**

**Honeywell**

Authorized Security Dealer



**Proposal Number 28668**

**Created 8/7/2020**

**Salesperson Jason Aurelio**

Village of Port Dickinson-Village Hall (Fire)  
Sue Fox  
Chuck Harding  
786 Chenango Street  
Binghamton NY 13901

**RETAIL INSTALLATION AGREEMENT**      **Date: 08/26/2020**      **Job #**

Customer's Name: Village of Port Dickinson-Village Hall (Fire)  
Billing Address: 786 Chenango Street, Binghamton, NY 13901  
Address of Installation: 786 Chenango Street, Binghamton, NY 13901  
Premise Phone #: 607-771-8233  
Admin / Sale/ Site / Sched Contact : Sue Fox    Phone #: 607-771-8233    Email: pdclerk@stny.rr.com

SENTRY ALARMS (herein referred to as SENTRY), agrees to sell and install at Customer's premise, and Customer agrees to buy a security system consisting of the following equipment and services:

**PRICE AND PAYMENT BY CUSTOMER**

Customer agrees to pay the purchase price of such security system in the amount of \$ 250.00 plus tax in the amount of \$ 0.00 (Tax Exempt) for a total of \$ 250.00 as follows.  
\$ 0.00 Due upon signing this agreement.      \$ 250.00 Due upon completion of installation.

**CENTRAL STATION MONITORING**

Customer agrees to pay to Sentry the sum of \$ 45.75 for central office monitoring service plus tax \$ 0.00 (Tax Exempt) for a total amount of \$ 45.75 per month, payable in advance.

Job Description:    New Install     Upgrade     Add-on     Takeover     Prewire

Other: \_\_\_\_\_

Approximate date work is to begin: 4-6 weeks      Approximate date work is to be substantially completed: 1/2 day

NYS Lic. # 12000007148      Pennsylvania Home Improvement Contractor # PA046462 (1-888-520-6680)

Qty	Description
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1 Reprogram existing system to Sentry Alarms Central Station  
Village Hall Fire Alarm System  
Gamewell FCI located in Police vehicle garage bay

1 DMP CELLCOMF LTE-V Commercial Fire Radio  
Removing one phone line (607-722-0072) in place for cellular radio

**Qty Description**

1 PW Labor adjustment

1 Method Of Communication

Method of communication to Central Monitoring Station via phone line (607-771-8135) and cellular radio

1 Please Note The Following

Sentry to receive signals from fire alarm panel as tested in contact ID format. System testing an inspection is not included and or provided in this proposal.

1 Central Station Monitoring

**Monthly Monitoring Rate: \$45.75**

1 New Location Discount

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**SubTotal** **\$250.00**

**Sales Tax** **\$0.00**

**\$250.00**



All recurring charges are payable in advance. Agreement for service is for a period of five (5) years. Except where noted otherwise. Service commences when the necessary connection to the central station is completed. This agreement shall be automatically renewable for two (2) year terms unless terminated by either party upon written notice at least thirty (30) days prior to the initial or renewal term anniversary date at which such termination will take effect. SENTRY shall be permitted to increase the annual charge provided for herein at any time after the expiration of one (1) year from date hereof, upon giving notice to Customer, and if Customer is unwilling to pay such increased charge SENTRY shall be permitted at its option, upon written notice to the Customer, to rescind the increase or terminate this agreement as if the full term had expired. The Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body relating to the equipment or service that are the subjects of this Agreement and to pay any increase in charges to Sentry for facilities required for transmission of signals under this Agreement.

**EXCULPATORY CLAUSE:** SENTRY and Subscriber agree that SENTRY is not an insurer and no insurance coverage is offered herein. The alarm system and SENTRY's services are designed to detect and reduce certain risks of loss, though SENTRY does not guarantee that no loss or damage will occur. SENTRY is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SENTRY's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct. Subscriber releases SENTRY from any claims for contribution, indemnity or subrogation.

**ENTIRE AGREEMENT -** Customer acknowledges that He/She is aware that no alarm system can guarantee prevention of loss. That human error on the part of SENTRY or the municipal authorities is always possible and that signals may not be received if the transmission mode is cut, interfered with or otherwise damaged. This Agreement constitutes the entire Agreement between the Customer and SENTRY. In executing this Agreement, the Customer is not relying on any advice or advertisement of SENTRY. Customer agrees that any representation, promise, condition, inducement, or warranty expressed or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified and approved in writing by an authorized representative of SENTRY. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by the Customer.

**LIMITED WARRANTY**

1. In the event that any part in the alarm system becomes defective, or in the event that any repairs are required, SENTRY agrees to make all repairs and replacement of parts without cost to the Customer for a period of one (1) year from the date of installation. SENTRY reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, window foil, or reprogramming. Damage related to customer abuse, fire, flood, lightning strikes, or other acts of God is not covered under warranty.

SENTRY shall not be required to service the security system unless it has received written notice from Customer and upon such notice, SENTRY shall service the alarm system to the best of its ability within 36 hours, exclusive of Saturday, Sunday, and legal holidays, during the business hours of 9 am and 5 p.m., Monday through Friday, during the warranty period. Customer agrees to test and inspect the alarm system immediately upon completion of installation and to advise SENTRY in writing within three (3) days after installation of any defect error or omission in the alarm system.

Except as set forth in this agreement, SENTRY makes no implied or express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Seller does not represent nor warrant that the alarm system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it was installed. SENTRY expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

This warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SENTRY. SENTRY shall not be liable for incidental or consequential damages. Customer acknowledges that any affirmation of fact or promise made by SENTRY shall not be deemed to create an express or implied warranty unless included in this contract in writing. The customer is not relying on SENTRY'S skill or judgment in selection or furnishing a system suitable for any particular purpose, and there are no warranties which extend beyond those on the face of this agreement.

2. Limitation of Liability: Subscriber agrees that, except for Sentry's gross negligence and willful misconduct, should there arise any liability on the part of Sentry as a result of the Sentry's breach of contract, negligent performance to any degree or negligent failure to perform any of Sentry's obligations pursuant to the agreement, or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that Sentry's liability shall be limited to the sum of \$250.00 or 6 times the monthly payment for services being provided at time of loss, whichever is greater. If subscriber wishes to increase Sentry's amount of limitation of liability, subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with Sentry's increased liability. This shall not be construed as insurance coverage and notwithstanding the foregoing, Sentry's liability shall not exceed its available insurance coverage.

Initial Here LMIS Date 8/20/22

3. Delay in Installation: SENTRY shall not be liable for any damages or loss sustained by Customer as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God or other causes, including SENTRY's negligence or gross negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

4. Alteration of Premise For Installation: SENTRY is authorized to make preparations such as drilling holes, driving nails, making attachments, or doing any other thing necessary in SENTRY's sole discretion for the installation and service of the alarm system, and Sentry shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the alarm system, and Customer represents and warrants that if the owner of the premises is other than Customer, the owner of the premises authorizes the installation of the security system under the terms of this agreement. Customer indemnifies SENTRY against any claims or actions by the owner of the premises for any unauthorized installation.

5. Normal Work Schedule and Access to Work: Customer agrees and understands that the installation of the security system will take place between the hours of 9 a.m. and 5 p.m., Monday through Friday, exclusive of holidays. Customer agrees to provide free and open access to all work areas and points of protection.

6. Customer's Duty to Supply Electric and Telephone Service: Customer agrees to furnish, at its expense all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups. RJ31X Block or equivalent, as deemed necessary by SENTRY in its sole discretion.

7. If Closed Circuit TV equipment is involved, Customer will provide adequate illumination under all operational conditions for proper operation of CCTV cameras. A shelf or adequate space will be provided for by Customer for placement of Monitor(s) and or related equipment.

8. Additions or changes to the system: Customer agrees that future changes or additions to the alarm system, authorized by the Customer, performed by SENTRY, its employees or authorized agent in servicing or repairing of the system, will become part of the system and will be covered under the terms and conditions of this agreement.

9. Credit Information: Customer agrees and understands that a consumer credit report may be requested in connection with this Agreement or in connection with updates, renewals, or extensions of any credit granted as a result of this Agreement.

10. LEGAL ACTION / EARLY TERMINATION / AGREEMENT TO ARBITRATE: The parties agree that due to the nature of the services to be provided by SENTRY, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of SENTRY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SENTRY's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SENTRY, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and SENTRY shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely reprogram or delete any programming without relieving Subscriber of any obligation herein. If SENTRY prevails in any litigation or arbitration between the parties, Subscriber shall pay SENTRY's legal fees. In any action commenced by SENTRY against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against SENTRY for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules [www.ArbitrationServicesInc.com](http://www.ArbitrationServicesInc.com), except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of New York and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where SENTRY's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against SENTRY must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against SENTRY must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SENTRY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

11. INDEMNITY/WAIVER OF SUBROGATION RIGHTS: Subscriber agrees to and shall indemnify and hold harmless SA, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorneys' fees and losses asserted against and alleged to be caused by SA's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SA or SA's subcontractors arising out of this agreement or the relation of the parties hereto.

Initial Here           KMS           Date           8/28/20

12. **CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, SENTRY or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and Subscriber may obtain a written response policy from SENTRY. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SENTRY or SENTRY's designee central office and SENTRY does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of SENTRY and are not maintained by SENTRY except SENTRY may own the radio network, and SENTRY shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SENTRY with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List SENTRY will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SENTRY's notification obligation. All changes and revisions shall be supplied to SENTRY in writing. Subscriber authorizes SENTRY to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. SENTRY may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SENTRY.

Customer acknowledges that signals which are transmitted over telephones lines, wire, air waves, or other modes of communication pass through communication networks not maintained by Sentry and wholly beyond the control of Sentry and, therefore, Sentry shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Customer agrees to furnish Sentry with a written list of names and telephone numbers for those persons Customer wishes to be notified of alarm signals. All changes and revisions to such list shall be supplied to Sentry in writing. Customer authorizes Sentry to access the control panel to input or delete data and programming, as deemed necessary by Sentry.

13. **Medical Alert:** If medical alert is specified under the schedule of installation as a service to be provided to Customer, upon receipt of a medical alert signal Sentry or its subcontractor shall as soon as may be practicable, make every reasonable effort to notify by telephone those persons designated by Customer or the appropriate municipal police or fire department providing emergency medical response. Customer acknowledges that Sentry provides no response to a medical alert signal except notification of the appropriate party, and that the provisions of this Agreement exculpating and limiting SENTRY's liability are fully applicable to the medical alert service.

14. **Testing and Servicing of Alarm System.** The parties hereto agree that the alarm system, once installed, is in the exclusive possession and control of the Customer, and it is the Customer's sole responsibility to test the operation of the alarm system and to notify Sentry in writing if any equipment is in need of repair. Sentry shall not be required to service the equipment unless all payments are current and has received written notice from Customer and upon such notice Sentry shall service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m., Monday through Friday with charges made at the then current rate.

15. **Excessive Alarm Activity:** Customer agrees to operate system in a reasonable manner, so as not to generate false alarm activations. Sentry will be given prior notification of any entries by persons unfamiliar with the system's operation. Should any construction or alterations be anticipated at the Customer's premise, Customer agrees to notify Sentry in writing in advance. Customer acknowledges that false alarm activity deemed excessive, or as a result of Customer's failure to comply with this provision, at the sole discretion of Sentry, may result in additional charges against the Customer for each false activation.

16. **Sentry's Right to Subcontract or Assign Monitoring Service:** Customer agrees that Sentry is authorized and permitted to subcontract or assign central office monitoring service and any other special service which Sentry is obligated to perform under this agreement, and Sentry shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary, or any other cause whatsoever caused by the negligence of such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to Sentry's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability, and third party indemnification, insure to the benefit of and are applicable to any subcontractors, assignees and communication centers of Sentry. No consent of Customer is required for such subcontrol or assignment.

17. **Severability:** The provisions of this agreement are intended to be severable and to constitute independent and distinct binding obligations. Should any provision of this Agreement be determined to be void and unenforceable, in whole or in part, it shall not be deemed to affect or impair the validity of any other provision or part thereof, and such provision or part thereof shall be deemed modified to the extent required to permit enforcement.

Initial Here AMS Date 8/28/22

