

TOWN OF MARCELLUS  
WORKSHOP MEETING  
WEDNESDAY, JANUARY 18, 2023  
6:30 pm

All to Order

Salute to Flag

Public Hearing – Fire Department Contract

Public Hearing – MAVES Contract

1. Approve Monthly Activity

**OLD BUSINESS**

- A. Peter Knowles – IT Person

**NEW BUSINESS**

- A. Highway Inventory
- B. Siemens – Fire Alarm Monitoring & Service Agreement

**DISCUSSION AGENDA**

**AJOURNMENT**

**Future Meeting Dates:**

Town Board Meeting – Wednesday, February 1, 2023 – 6:30 pm – Town Hall

Planning/Zoning Board Meeting – Monday, February 6, 2023 – 6:30 pm – Town Hall

Workshop Meeting – Wednesday, February 15, 2023 – 6:30 pm – Town Hall

**TOWN OF MARCELLUS AND MARCELLUS FIRE DEPARTMENT  
AGREEMENT FOR FIRE SERVICE (2023)**

**THIS AGREEMENT**, made the 1<sup>st</sup> day of January, 2023, by and between the Town of Marcellus, a municipal corporation situated in the County of Onondaga, State of New York (hereinafter "Town"), and Marcellus Fire Department, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Marcellus, New York (hereinafter "Department").

**WITNESSETH:**

**WHEREAS**, Department is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and as part of those purposes, desires to provide fire protection and rescue services to persons in the Town of Marcellus including the entire corporate limits of the village of Marcellus; and

**WHEREAS**, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town of Marcellus including the corporate limits of the village of Marcellus, as now included in the Marcellus Fire Protection District; and

**WHEREAS**, the Department maintains adequate and suitable apparatus, appliances and equipment for the furnishing of fire protection of said district; and

**WHEREAS**, the Town agrees that Department shall be the exclusive provider of primary fire protection services in the Town of Marcellus, including the village of Marcellus as now included in the fire protection district; and

**WHEREAS**, the Department does not maintain an ambulance and will not provide general ambulance services.

**WHEREAS**, a special law has been enacted that has permitted the town and village to extend the Marcellus Fire Protection District into the village of Marcellus, thus creating one fire protection district encompassing all of the limits of the town, including the corporate limits of the village of Marcellus, and such extension has now occurred.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

**1. PROVISION OF EMERGENCY SERVICES**

Department will provide Town with personnel, apparatus, vehicles and equipment necessary to provide fire protection and rescue services capable of properly responding to emergencies on an on-going basis within the Town of Marcellus Fire Protection District. Fire protection shall be defined as Section 184 of the Town Law, but shall not include inspections of buildings and properties in the Town of Marcellus for the purposes specified in and as authorized by sections 187-a and 183 of the Multiple Residence Law, and section 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

## **2. THE FIRE STATION**

During the term of this agreement, the Town shall provide Department with suitable housing in order to house the Department's apparatus, equipment, vehicles and supplies and in order to provide such fire protection and shall maintain such housing in good order.

The Department acknowledges the Marcellus Fire Hall located at 4242 Slate Hill Road, Marcellus, New York constitutes suitable housing.

The maintenance of the building and property shall be the responsibility of the Department utilizing designated funds from Schedule "A"

The Department may establish a reserve fund for the maintenance of the fire station. The balance of said building maintenance reserve fund shall not exceed \$75,000. The Department further agrees to notify the Town Board and obtain approval from the Town, for any maintenance projects in excess of \$5,000 and follow all Department procurement policies with respect to same.

## **3. TERM**

The term of this Agreement shall commence on January 1, 2023 and shall continue until December 31, 2023 unless sooner terminated as herein provided.

## **4. COMPENSATION AND VFBL**

Town agrees to pay Department those amounts as provided in Schedule "A", payable in installments as set forth in Schedule "B". Such funds shall be used by the Department solely for the administration of the fire department equipping fire department as necessary for recruitment and retention, and for such other purposes as related to providing fire protection or administering a fire department and as permitted by the Department's not-for-profit status.

Department shall provide reports to the Town, no less than monthly, with itemized income and expenses which, at a minimum, disclose all income received from any and all sources. This report must be received and approved by the Town Board prior to and as a pre-requisite to any installment payment made by the Town to the Fire Department pursuant to Schedules "A" and "B" to this Agreement. Department shall notify the town of any change in expense line item from which funds were originally budgeted, but in no event shall the Department expend funds in excess of \$5,000 outside the line item budget without Town approval. Except as may be restricted by paragraph two (2) above, the Department may transfer any unexpended portion of any line item to a capital or reserve fund. The Department will provide a report annually of the amount of the capital and reserve funds. The report will also include the line item surpluses from that year applied to the capital or reserve fund.

In addition to the foregoing, the Fire Department will provide to the Town each year prior to and in preparation for the Town's budget process the following:

- a statement itemizing the estimated costs attributable to the contract with the Town, including costs related to supplies, materials, operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other



- personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs.
- the fire company's most recent annual report of directors pursuant to Not-For-Profit Corporation Law Section 519 (if applicable);
- the fire company's most recent verified certificate pursuant to Not-For-Profit Corporation Law Section 1402(f) (if applicable);
- the fire company's most recent internal revenue service form 990; and
- the fire company's most recent annual report pursuant to General Municipal Law Section 30-a.

Town shall arrange coverage for benefits required under the Volunteer Firefighters Benefit Law and the New York State Firefighter Cancer Benefit program and shall be responsible for all increases in costs of any coverage under these benefit programs.

## **5. HOLD HARMLESS AGREEMENT**

Town recognizes that Department is staffed by volunteers and that Department can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Department harmless for Department's failure to provide sufficient manpower at any single incident. Town shall also hold Department harmless for all claims, actions and suits against the Town for any act or omission of the Department beyond the amount of any exposure covered by insurance.

## **6. INSURANCE**

Town agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in an amount of not less than One Million Dollars (\$1,000,000.00). Town shall name the Department as an additional insured in Town's insurance policy and shall provide proof of such insurance to the Department.

Department shall at all times and without any gap in coverage maintain automobile insurance for personal injuries and property damage arising out of the operation of emergency and firefighting vehicles in an amount of not less than One Million Dollars (\$1,000,000.00). Department shall name the Town as an additional insured, shall provide proof of such coverage to the Town, and shall cause the Town to be notified by the insurance carrier in case of any lapse of coverage.

## **7. BILLING**

Department shall not bill any person for any fire protection or rescue services.

## **8. EXPIRATION OR TERMINATION OF RESPONSIBILITIES**

Upon expiration or termination of the Agreement as provided hereunder, Department shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the Town of Marcellus. Town agrees to defend, indemnify and hold Department harmless for any claim, suit, proceeding or action, arising from Department's failure to provide adequate or sufficient services to any person or property within the Town of Marcellus's boundaries after this Agreement expires or terminates.

## **9. GROUND FOR TERMINATION**

Department may terminate this Agreement upon the Town's failure to deliver the monies due Department under this Agreement by the date due, so long as Department provides twenty (20) days written notice to the Town of the date it will cease providing services. If the Town renits such funds to the Department during this twenty (20) day notice period, Department shall not terminate services based upon the Town's failure to pay this annual contract payment.

Town may terminate this Agreement upon the loss or suspension of Department's ability to deliver fire protection services, or upon the failure of Department to continuously respond to requests for fire protection or rescue services within the Town's boundaries for a period of no less than two (2) weeks, so long as Town provides Department written notice of the date services will no longer be permitted. Department shall be provided the opportunity to cure such loss, suspension or failure, and shall have three (3) days from receipt of notice from the Town to provide such protection under the terms of this Agreement.

## **10. EQUIPMENT**

The parties agree that trucks and equipment purchased in whole or in part with public funds provided by the Town shall be owned and maintained by the Department. The Department agrees however that said trucks and equipment shall be made available for the exclusive benefit of the residents of the Town of Marcellus and for mutual aid, without limitation, for the duration of this agreement and for a period of five (5) years following the termination or expiration of this Agreement.

It is furthermore the clear intent of the parties that Department trucks and equipment always be available for the benefit of the Town residents. Accordingly, in addition to the foregoing, the Department, as consideration for the right to own and hold title to the trucks and equipment, will also amend its Certificate of Incorporation to state that said equipment and trucks will be available for and utilized without limitation for the benefit of the residents of the Town of Marcellus and for mutual aid.

The Department further agrees to amend the Certificate of Incorporation such that the intent of the Department is that upon dissolution of the Department, said equipment and trucks ownership revert to the Town of Marcellus or to an entity designated by the Town.

The foregoing amendments to the Certificate of Incorporation may not be altered or amended without the approval of the Town of Marcellus and are a condition precedent to this Agreement.

The Department agrees to establish and maintain a separate capital account for vehicle purchases and agrees that said funds will be restricted to the purchase of said vehicles only.

All of the provisions of this paragraph ten (10) pertaining to Equipment shall survive the expiration or termination of this Agreement.

## **11. RESTRICTION ON CAPITAL PURCHASES**

Department shall not make any capital purchase or incur any debt, either of which requires financing, if such purchase/financing would require an increase in the Department's budget in the



future years for the term of the financing beyond the term of this Agreement, unless Department first obtains the approval of the Town.

## **12. QUARTERLY REPORTS**

Department shall provide quarterly reports to town no later than April 15, July 15, October 15 January 15, detailing the number of calls to which the Department responded, in which town the call was located, and of such other information as the town may from time to time require.

Department shall also provide each month an income and expense report detailing the income and expenses of the Department pertaining to the contractual funds. Notwithstanding and in addition to the requirements within this paragraph, the Department will also comply with the requirements of paragraph 4 of this Agreement when rendering its monthly reports. The expenses shall be itemized by line item. Each line item shall indicate the amount of funds budgeted, spent and remaining. The Department shall also obtain a semi-annual independent audit and provide a report of the audit along with an inventory of equipment to the Town within thirty (30) days of its receipt of the audit report. The Town has paid for that portion of the audit which relates to public funds as part of the funds budgeted in Schedule A.

## **13. NOTICES**

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

Marcellus Fire Department, Inc.  
Attn: President  
4242 Slate Hill Road  
Marcellus, New York 13108

Town of Marcellus  
Attn: Supervisor  
22 East Main Street  
Marcellus, New York 13108

## **14. SAVINGS CLAUSE**

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

## **15. WAIVER**

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence in such default, nor shall; it affects any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

**16. HEADINGS**

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

**17. FURTHER ASSURANCES**

The parties shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

**18. BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

**19. COUNTERPARTS**

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

**20. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Onondaga in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

**21. NO ASSIGNMENT**

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Department is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of Town. Any such assignment or disposition without such consent shall be void and unenforceable.

**22. ENTIRE AGREEMENT**

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

**IN WITNESS WHEREOF**, the parties hereto have set their respective hands and seals as of the day and year first above written.

**Town of Marcellus**

**Marcellus Fire Department, Inc.**

By: \_\_\_\_\_  
**Karen Pollard, Supervisor**

By: \_\_\_\_\_  
**, President**



**SCHEDULE A**

|                            |                     |
|----------------------------|---------------------|
| Contractual Payment:       | \$248,965.00        |
| -plus-                     |                     |
| Truck & Equipment Reserve: | \$ 60,000.00        |
| -plus-                     |                     |
| Building Maintenance Fund: | <u>\$ 30,000.00</u> |
| TOTAL:                     | \$338,965.00        |

**SCHEDULE B**

On or before January 15, 2023  
On or before April 15, 2023  
On or before June 15, 2023  
On or before September 15, 2023

Twenty-five Percent (25%) of Schedule A  
Twenty-five Percent (25%) of Schedule A  
Twenty-five Percent (25%) of Schedule A  
Twenty-five Percent (25%) of Schedule A

**AGREEMENT FOR  
AMBULANCE SERVICE (2023)**

**THIS AGREEMENT** made the 1st day of January, 2023 by and between the Town of Marcellus, Marcellus, New York hereinafter referred to as the "TOWN" and Marcellus Volunteer Emergency Services, Inc., a not-for-profit corporation, having its principal office in Marcellus, New York, hereinafter referred to as "MAVES."

**WITNESSETH**

**WHEREAS**, the Town Board has determined that it is in the public interest for the Town of Marcellus to enter into a contract with MAVES to furnish emergency medical ambulance services for all persons in the Town of Marcellus including the entire corporate limits of the Village of Marcellus; and

**WHEREAS**, at a meeting of the Board of Directors of MAVES held in Marcellus, New York on the \_\_\_\_ day of January, 2023, MAVES agreed to furnish such emergency medical Ambulance Services; and

**WHEREAS**, this contract is authorized by Town Law Article 12-A.

**NOW, THEREFORE**, it is mutually agreed by the parties as follows:

**1. SERVICES TO BE PROVIDED**

- a. MAVES shall provide 24 hour, 7 days per week, emergency medical ambulance services for all persons situate in the entire corporate limits of the Town of Marcellus, including the Village of Marcellus requiring such service and shall provide pre-hospital emergency medical treatment and shall transport sick or injured persons found within the boundaries of the Town to a hospital or other treatment facility for treatment of such illness or injury. MAVES warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the services provided herein. The Town recognizes that MAVES has a limited supply of ambulances and is not capable of responding to unlimited emergencies at one time, or while "out of service." "Out of service" shall mean such times as when the ambulances have arrived at a health care facility with a patient but, it is either cleaning or restocking the ambulance, or at such times as the ambulances are being routinely serviced and are "out of service" for a temporary short period of time during such routine service.
- b. When notified of the need for ambulance services within the town, MAVES will respond and attend to any such request without delay.
- c. MAVES shall make reasonable and necessary efforts to employ or contract with a person or persons certified at the advance life support level as an emergency



medical technician in New York State, who shall be available to respond to emergencies twenty-four (24) hours per day, seven (7) days per week.

- d. Nothing herein shall prohibit MAVES from serving other municipalities on a primary or mutual aid basis.

## **2. INSURANCE**

The parties agree that members of MAVES, who provide such services on a volunteer basis, will be covered with the statutory coverage under the Volunteer MAVES Worker's Benefit Law, which insurance coverage shall be paid by the Town. MAVES shall pay for the insurance coverage of MAVES's employees.

## **3. CERTIFIED AMBULANCE**

- a. MAVES agrees that it shall provide an ambulance service with all of the personnel, equipment and supplies required by the Public Health Law and the regulations promulgated by the Department of Health.
- b. MAVES agrees to keep in force its Ambulance operating certificate, and comply with all the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code (10 NYCRR Part 800).
- c. MAVES shall procure and pay all permits and licenses necessary for the ambulance services to be rendered hereunder.

## **4. BILLING; FUND RAISING**

- a. MAVES may charge its usual and customary rate, which shall not be unreasonable.
- b. Town recognizes that MAVES intends to bill patients directly for services and transportation it renders and approves of the practice. MAVES may collect these fees directly and retain such fees. MAVES reserves the right to initiate legal action against any person who does not tender payments for MAVES's services. Attached by Schedule B is the list of user fees MAVES may bill. Incorporated by reference into Schedule B and this Agreement are any rates paid by any government private employer-based or third-party insurance. Town and MAVES have established a contract price that includes payment for an estimated co-payment (but not deductible) of an ambulance bill to be due from residents. In light of such contract amount, MAVES shall not attempt to collect any co-payment from any resident of the Town of Marcellus. MAVES accepts the annual payment made by the Town to MAVES as a payment for residence co-payments. However, MAVES shall, make

all reasonable and necessary attempts to collect these funds from non-residents and from persons located in other municipalities.

- c. Nothing herein shall be construed to prevent MAVES from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expenses.

**5. CONSIDERATION; PAYMENT; TERM**

- a. The term of this agreement shall be one (1) year, and shall Commence on January 1, 2023 and expire on December 31, 2023.
- b. The Town shall pay to MAVES, for the calendar year 2023, that amount listed in Schedule A on the dates herein stated, subject only to the presentation of proof of insurance and proof that the Town has been named as an additional insured.
- c. MAVES, for such consideration, shall pay all expenses incurred by the operation of such ambulance service, including, but not limited to all personnel and personnel related expenses, personal training costs, repairs and maintenance of equipment, supplies including consumables, gas and oil, and insurance premiums for the insurance coverage hereinafter specified.

**6. INSURANCE; HOLD HARMLESS**

- a. MAVES agrees that it will insure and keep insured, during the term of this agreement, at its own cost and expense, its vehicles, equipment and members against any and all claims and damages arising from personal injury or property damage, with a policy of commercial general liability insurance with at least \$1,000,000/\$3,000,000 limits and vehicle insurance with a policy limit of at least \$1,000,000. The Town shall be named as additional insured on said policy.
- b. MAVES agrees to defend, indemnify and hold harmless the Town, its offices, agents and/or employees from any liability imposed or threatened upon the Town, its officers, agents and/or employees arising from the acts of negligence, active or passive, of MAVES, in providing emergency medical care.
- c. Town shall have the right to review the insurance policy purchased by MAVES upon reasonable notice to MAVES at reasonable hours.

**7. INDEPENDENT CONTRACTOR**

It is hereby mutually covenanted agreed that the relation of MAVES to the work performed by it under this contract shall be that of an independent contractor. The Town shall not supervise or control the method or manner of providing emergency services.

**8. REVIEW OF FINANCES AND PERFORMANCE**

- a. MAVES shall provide Town a report on or within five days of January 15, April 15, July 15 and October 15, indicating all of the line item expensed and income of MAVES. The purpose of such review is not for the Town to supervise or control MAVES, but instead to predict the expenses and income for the future years and to plan accordingly. MAVES covenants that it maintains the record of the finances in a form sufficient to be audited and/or reviewed and that upon a request from the Town, an audit or review will be permitted upon reasonable notice, so long as the Town bears the expenses. MAVES covenants that it has put in place reasonable steps to monitor the funds and prevent theft, or improper accounting practices.
- b. On or within five days of January 15, April 15, July 15, and October 15, MAVES shall provide to the Town a report indicating the following:
  - i. The number of calls to which MAVES was dispatched
  - ii. The number of calls to which MAVES responded
  - iii. The number of calls to which MAVES was unable to respond
  - iv. The town, village or other area in which each patient was located v, if possible, the number of BLS calls and ALS calls
  - v. If possible, the number of patients that refused transport
  - vi. If possible, the collection rate of all patients served in each respective town or village
- c. MAVES shall make a good faith attempt to present a preliminary budget to the Town no later than September 1.

**9. NO ASSIGNMENT**

In accordance with the provisions of Section 109 of the General Municipal Law, MAVES is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in the agreement, or its power to execute the agreement, to any other person or corporation without the previous consent in writing of the Town.

**10. COMPLIANCE WITH LAWS**

MAVES shall at all times comply with all applicable laws, statutes, codes, rules, and regulations.

**11. APPLICABLE LAW**

This agreement is governed by the laws of the State of New York.



**12. MODIFICATION**

This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both, parties.

**13. NOTICES**

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designed in writing by either party hereto:

To Town:           Attention Supervisor  
                          22 E. Main Street  
                          Marcellus, New York 13108

To MAVES:         Attention President  
                          MAVES  
                          3707 Lee Mulroy Road  
                          Marcellus, New York 13108

**14. WAIVER**

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**15. COMPLIANCE WITH LAWS; SEPERABILITY OF TERMS**

Should any clause be deemed to be illegal or unenforceable by action of law or regulation, this Agreement shall be amended by the parties within sixty (60) days of the effective date of such law or regulation. Should a sufficient amendment not be obtainable in order to adhere to the spirit of this Agreement, such clause shall, be stricken without affection the validity of any other clause of term of this Agreement. Any clause deemed void, illegal or otherwise unfair or unenforceable shall be stricken from the agreement without voiding the agreement or otherwise affecting the other rights or obligations imposed by this Agreement.

**16. TERMINATION**

The Town may terminate this Agreement if MAVES fails to provide the services required under this Agreement for a period of nine (9) continuous days. MAVES may terminate this Agreement should the Town fail to make payment as required herein.

IN WITNESS WHEREOF, the parties caused this agreement to be executed by their duly authorized officers as the day and year first above written

**TOWN OF MARELLUS**

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

Karen Pollard, Supervisor

**MARCELLUS AMBULANCE VOLUNTEER EMERGENCY SERVICES, INC.**

By: \_\_\_\_\_, President

**Schedule A**

**Agreement for Ambulance Service**

**2023**

**Contract Amount: \$300,000.00**

**Method of Payment:** In advance commencing with February 1, then May 1, August 1, and November 1

|          | <u>Feb. 1<sup>st</sup></u> | <u>May 1<sup>st</sup></u> | <u>Aug. 1<sup>st</sup></u> | <u>Nov. 1<sup>st</sup></u> | <u>Total</u>        |
|----------|----------------------------|---------------------------|----------------------------|----------------------------|---------------------|
| Contract | \$75,000.00                | \$75,000.00               | \$75,000.00                | \$75,000.00                | <b>\$300,000.00</b> |



**Schedule B**  
**Agreement for Ambulance Service**  
**2023**

Usual and customary user fees

Town and Village of Marcellus  
Resident

|             |         |
|-------------|---------|
| ALS 1       | \$1650  |
| ALS 2       | \$1850  |
| ALS Refusal | \$200   |
|             |         |
| BLS         | \$1350  |
| Emerg Srv   |         |
| At Scene    | \$100   |
| Mileage     | \$32.50 |

## Inventory List

| Inventory ID   | Name               | Description                   | Unit Price                  | Quantity in Stock       | Reorder Level | Reorder Time in Days | Quantity in Reorder | Discontinued? |
|----------------|--------------------|-------------------------------|-----------------------------|-------------------------|---------------|----------------------|---------------------|---------------|
| truck 1        | 1FTRF3B6BMEC10850  | 2020 Ford F-350               | blade serial<br>20050820586 |                         |               |                      |                     |               |
| truck 2        | 1HTKTSWMDXNH647696 | 2022 International CV515SFA   | 22042020185<br>774699       | 2110042051689<br>9045-1 |               |                      |                     |               |
| truck 3        | 1HTXHAFT67J559678  | 2007 International 5000       |                             |                         |               |                      |                     |               |
| truck 4        | 5KKHAYDV2FLGN7278  | 2014 Western Star 4700 SF     |                             |                         |               |                      |                     |               |
| truck 5        | 1HTKPSKKXEH77358   | 2013 International Terra Star |                             |                         |               |                      |                     |               |
| truck 6        | 3HTDNSNTJXHN706626 | 2016 International HX 515     |                             |                         |               |                      |                     |               |
| truck 11       | 1HTJSSKH1CJ432627  | 2012 International Terra Star | park                        |                         |               |                      |                     |               |
| truck 12       | 1HTKPSKK4FH508970  | 2014 International Terra Star |                             |                         |               |                      |                     |               |
| loader         | >DWGCWLDACL1010180 | 2020 Doosan DL280-5           |                             |                         |               |                      |                     |               |
| backhoe        | N8GH17516          | 2008 New Holland B95B         |                             |                         |               |                      |                     |               |
| excavator      | *AJ1911533*        | 2015 Bobcat E55               |                             |                         |               |                      |                     |               |
| skid steer     | *ALJ816053*        | 2015 Bobcat S650              |                             |                         |               |                      |                     |               |
| skid steer     | *AT6324204*        | 2020 Bobcat T770              |                             |                         |               |                      |                     |               |
| trailer        | 264090             | 2016 PJ B15                   |                             |                         |               |                      |                     |               |
| roller         | 5586208            | Wacker RD11A                  |                             |                         |               |                      |                     |               |
| shoulder mower | YFN148626          | New Holland H6740             |                             |                         |               |                      |                     |               |

| Inventory ID  | Name            | Description                             | Unit Price | Quantity in Stock | Reorder Level | Reorder Time in Days | Quantity in Reorder | Discontinued? |
|---------------|-----------------|---|------------|-------------------|---------------|----------------------|---------------------|---------------|
| bobcat atla.  | 63011985        | Bobcat LR-6B Landscape Rake             |            |                   |               |                      |                     |               |
| bobcat atla.  | 713200748       | Bobcat SB240X24 Snow Blower             |            |                   |               |                      |                     |               |
| bobcat atla.  | A00701031       | Bobcat SGX60 Slump Grinder              |            |                   |               |                      |                     |               |
| bobcat atla.  | 6812980         | Bobcat Auger 6'1/2"                     |            |                   |               |                      |                     |               |
| bobcat atla.  | 231313427       | Bobcat 68" Angle Broom                  |            |                   |               |                      |                     |               |
| bobcat atla.  | 30807           | Pro Tech SP105 Snow Blade               |            |                   |               |                      |                     |               |
| bobcat atla.  | *B1YT00286*     | Bobcat 40FM Flail Mower                 |            |                   |               |                      |                     |               |
| tractor atla. | york rake       | angle broom                             |            |                   |               |                      |                     |               |
| lamper        | 2901CNO196      | Dynapac IF90                            |            |                   |               |                      |                     |               |
| lamper        | 1586237         | Ground Pounder AP2000H                  |            |                   |               |                      |                     |               |
| transit       | 89244           | Beiger Survey Equipt. Scope/Stand/Stock |            |                   |               |                      |                     |               |
| transit       | 101229/14082433 | Spectra LL500                           |            |                   |               |                      |                     |               |
| target saw    | 05 1900009      | Husqvarna 371K                          |            |                   |               |                      |                     |               |
| target saw    | 9683134-00      | Partner K-650                           |            |                   |               |                      |                     |               |
| target saw    | GX140-618655    | Partner K-650                           |            |                   |               |                      |                     |               |
| chain saw     | 19977270698     | Husqvarna 51                            |            |                   |               |                      |                     |               |
| chain saw     | 5350323         | Husqvarna 288XP                         |            |                   |               |                      |                     |               |
| chain saw     | 08 3400179      | Husqvarna 575XP                         |            |                   |               |                      |                     |               |
| chain saw     | 802416          | Husqvarna T-435                         |            |                   |               |                      |                     |               |
| chain saw     | 07 2900300      | Husqvarna 325 P4                        |            |                   |               |                      |                     |               |
| chain saw     | 172457469       | Stihl 660                               |            |                   |               |                      |                     |               |
| chain saw     | 283647027       | Stihl 391                               |            |                   |               |                      |                     |               |



| Inventory ID | Name            | Description          | Unit Price | Quantity in Stock | Reorder Level | Reorder Time in Days | Quantity in Reorder | Discontinued? |
|--------------|-----------------|----------------------|------------|-------------------|---------------|----------------------|---------------------|---------------|
| chain saw    | 07 2900300      | Husqvarna 328F4      |            |                   |               |                      |                     |               |
| trimmer      | 130400155       | Husqvarna 323R       |            |                   |               |                      |                     |               |
| trimmer      | 102900010       | Husqvarna 327Rfx     |            |                   |               |                      |                     |               |
| power broom  | 152100202       | Husqvarna 327 LDX    |            |                   |               |                      |                     |               |
| BP blower    | 50370122        | Husqvarna            |            |                   |               |                      |                     |               |
| generator    | 45168           | Dewalt GX240         |            |                   |               |                      |                     |               |
| generator    | EZCP1052945     | Honda EB2500         |            |                   |               |                      |                     |               |
| generator    | EB200X          | Honda                |            |                   |               |                      |                     |               |
| snow thrower | JWA1109023A0178 | Yard machine 21"     |            |                   |               |                      |                     |               |
| drill press  | 97232           | Chicago              |            |                   |               |                      |                     |               |
| compressor   | 133480          | Napa NAC82-4256-VAT  |            |                   |               |                      |                     |               |
| drill        | 0165358Y        | makita 18v           |            |                   |               |                      |                     |               |
| drill set    | 445715          | Dewalt drill/saw set |            |                   |               |                      |                     |               |
| drill        | 404210          | Makita6013BR         |            |                   |               |                      |                     |               |
| reciprocator | 2850535         | Bosch                |            |                   |               |                      |                     |               |
| band saw     | 6.7805E+12      | Milwaukee            |            |                   |               |                      |                     |               |
| chop saw     | 47211           | SKISAW TYU1 14"      |            |                   |               |                      |                     |               |
| hammer drill | 202005          | Hilti TE54           |            |                   |               |                      |                     |               |
| grinder      | 90568200214E    | Dewalt DW402         |            |                   |               |                      |                     |               |
| grinder      | 80048           | Dewalt DWIE4011      |            |                   |               |                      |                     |               |
| grinder      | 2595            | Skill                |            |                   |               |                      |                     |               |
| grease gun   | 540950          | Lincoln 1800 18v     |            |                   |               |                      |                     |               |
| grease gun   | R8              | Alentle 20v 596      |            |                   |               |                      |                     |               |

| Inventory ID        | Name             | Description              | Unit Price | Quantity in Stock | Reorder Level | Reorder Time in Days | Quantity in Reorder | Discontinued? |
|---------------------|------------------|--------------------------|------------|-------------------|---------------|----------------------|---------------------|---------------|
| grease gun          | T5               | Alenite 20v 596          |            |                   |               |                      |                     |               |
| grease gun          | T5               | Alenite 20v 596          |            |                   |               |                      |                     |               |
| torch set           |                  |                          |            |                   |               |                      |                     |               |
| welder              | M01267           | Napa 83-363 gas/wire     |            |                   |               |                      |                     |               |
| battery charger     | M36810           | Marquette                |            |                   |               |                      |                     |               |
| walk behind trimmer | 127802-2007-E1   | Mastercraft              |            |                   |               |                      |                     |               |
| bench grinder       | 4100946          | Jet JBG-6A               |            |                   |               |                      |                     |               |
| chain sharpener     | 658402           | Oregon 520               |            |                   |               |                      |                     |               |
| electric painter    | 3040015          | Titan Advantage 0552426  |            |                   |               |                      |                     |               |
| refridgerator       | SZ813715         | Hotpoint                 |            |                   |               |                      |                     |               |
| TV                  | V4230279807220   | Sanyo                    |            |                   |               |                      |                     |               |
| drill               | F24DD1601C3906   | Milwaukee 1/2            |            |                   |               |                      |                     |               |
| impact driver       | F28BD160105843   | Milwaukee 1/4            |            |                   |               |                      |                     |               |
| sawzall             | F38CD153802150   | Milwaukee                |            |                   |               |                      |                     |               |
| impact driver       | F42BD153900697   | Milwaukee 1/2            |            |                   |               |                      |                     |               |
| impact driver       | F42BD15221968    | Milwaukee 1/2            |            |                   |               |                      |                     |               |
| truck 8             | 5kthavdxjlt1647  | 2017 western star 4700sf |            |                   |               |                      |                     |               |
| truck 1             | 1ftr3b69hee74925 | 2017 ford f-350          |            |                   |               |                      |                     |               |
| brush cat           | *b37501124*      | 72 ft brushcat           |            |                   |               |                      |                     |               |
| welder              | w1708100693      | firepower mst 180i       |            |                   |               |                      |                     |               |
| bobcat atta.        | *A00A03496*      | 84 sweeper 2018          |            |                   |               |                      |                     |               |
| grease gun          | E98AD1820 03525  | Milwaukee 2646-20 18v    |            |                   |               |                      |                     |               |



| Inventory ID      | Name                             | Description                          | Unit Price   | Quantity in Stock | Reorder Level | Reorder Time in Days | Quantity in Reorder | Discontinued? |
|-------------------|----------------------------------|--------------------------------------|--------------|-------------------|---------------|----------------------|---------------------|---------------|
| Limb saw          | 521870292                        | Stihl HT131-z 3/8" p                 |              |                   |               |                      |                     |               |
| Grinder           | b66ed1924 03496                  | Milwaukee 2880-20 18v                |              |                   |               |                      |                     |               |
| Hammer drill      | j91ad1921 00093                  | Milwaukee 2902-20 18v                |              |                   |               |                      |                     |               |
| Light             | h60a9192801670u                  | Milwaukee 2354-20 18v                |              |                   |               |                      |                     |               |
| Jack              | t1708000080                      | napa 781-6450 2ton                   |              |                   |               |                      |                     |               |
| Trailer           | 5f1ce262281000251                | falling ft-14 ft-l                   |              |                   |               |                      |                     |               |
| battery charger   | 94065949m 1849 06338             | napa 90-151                          |              |                   |               |                      |                     |               |
| Mower             | 030918f001577                    | husqvarna zero turn 2560             |              |                   |               |                      |                     |               |
| bobcat attn.      | Sweeper 72" plu Broom            | s/n 20189324                         | Paladin 2020 |                   |               |                      |                     |               |
| Tractor           | Kioti DK6010CHSE                 | XFF2-00129                           |              |                   |               |                      |                     |               |
| target saw        | 188792693                        | Stihl TS800                          |              |                   |               |                      |                     |               |
| Pole Saw          | 20195100061                      | Husqvarna 115IPT4                    |              |                   |               |                      |                     |               |
| Snow Blower       | 061219DD001101                   | Husqvarna sH427i                     |              |                   |               |                      |                     |               |
| Salamander heater | MPIH-215KFA                      | Master Pro                           |              |                   |               |                      |                     |               |
| Mower             | 20181900065                      | Husqvarna Le121P                     |              |                   |               |                      |                     |               |
| Hose Crimper      | 228                              | EatonAB-20263463                     |              |                   |               |                      |                     |               |
| Gantry            | Vestil alum. Gantry crane 32x264 | Dayton man. Cain hoist 11. 15' 11w56 | X-2          | X2                |               |                      |                     |               |

# SIEMENS

**ROPOSAL**

TOWN OF MARCELLUS FIRE ALARM MONITORING & SERVICE AGREEMENT FY 2023

**PREPARED BY**

Siemens Industry, Inc.

**PREPARED FOR**

TOWN OF MARCELLUS

**DELIVERED ON**

January 12, 2023

**FIRE & LIFE SAFETY**

## Transforming the Everyday





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## Contact Information

Opp. ID # O063V00000F5KsCQAV

Proposal #:

Date: January 12, 2023

NYS License # 12000295660

Sales Executive: Brittany Reschke

Branch Address: 50 Orville Drive  
Bohemia  
New York, 11716-2548

Telephone: (315) 863-9057

Email Address: Brittany.reschke@siemens.com

Customer Contact: TOWN OF MARCELLUS

Customer: TOWN OF MARCELLUS

Address: 24 E. MAIN STREET  
MARCELLUS, NY 13108

Services shall be provided at: TOWN OF MARCELLUS - 24 E. MAIN STREET  
MARCELLUS, NY 13108

## Executive Summary

### Customer Needs

The Services proposed in this agreement are specifically designed for the Town of Marcellus, and the services provided herein will help you in achieving your facility goals.

### Our Services

Siemens will provide the following services.

#### Service Description

- Alarm Management Services - Fire
- Fire Alarm System – Annual Test & Inspection
- Fire Alarm System - Repair & Replacement Services

## **Siemens Capabilities & Customer Commitment**

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.



## Building Services – Fire

### Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to ensure your satisfaction and help you achieve the outcomes you expect.

Through the Siemens Building Fire Services we are pleased to offer the following services:

- Manage System Operation & Compliance
- Optimize Performance & Productivity

### Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction  
NFPA – National Fire Protection Association

## Manage System Operation & Compliance

### Fire Alarm System - Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized in the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

### Fire Alarm System – Annual Test & Inspection

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Siemens will perform visual inspection and verify proper operation of the following:

- Identify and document conditions that may compromise the electrical components or operation of the system
- Inspect the fire alarm control panel as well as remote panels, if any
  - Check voltage readings, amperage, and battery capacity
  - Check wire terminals for loose connections on batteries
  - Check fuses, LEDs, and lamps
- Test and Inspect initiating devices
  - Verifying that each device is accurately represented on the fire alarm control panel
- Test and Inspect notification appliances
- Test and Inspect the activation of all output relays

- Test and Inspect condition and operability of tamper switches, low pressure alarms, manual pull stations, and flow switches
- Test central station communication of alarms, if monitored
- Inspect and activate outputs which trigger equipment shutdown, HVAC (smoke control), and equipment startup
- Confirm all devices returned to normal operating conditions
- Produce a complete report acknowledging all inspections and tests, identifying any deficiencies, and recommending a course of action that is required until such deficiencies may be remedied

## **Optimize Performance & Productivity**

### **Alarm Management Services - Fire**

Siemens will coordinate and administer off-site monitoring of your fire alarm and life safety system via Siemens or a third-party UL Listed Central Monitoring Station. The fire procedures used in monitoring are in accordance with NFPA 72 and local authorities and can only be altered in writing by the Authority Having Jurisdiction. Daily system tests are standard in fire monitoring to ensure the communication path is operational. All low priority signals to be sent via text/email.

## Emergency Response Times – Fire

### Emergency Online/Phone Response

#### Standard

Monday through Friday, between 8am and 5pm, System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond by the next business day, between 8am and 5pm, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

### Emergency On-site Response

#### Billable Service

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, Mon-Fri 8:00AM-5:00PM, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.

## Connectivity and Communications

### Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

### Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.



## Service Agreement Contract Characteristics

| Description                       | FIRE                       |
|-----------------------------------|----------------------------|
| Hours of Coverage                 | Mon-Fri, 8:00 AM - 5:00 PM |
| Response Times (Phone/Online)     | NBD                        |
| Response Times (Onsite/Emergency) | Billable                   |
| Remote Services                   | Yes                        |
| Third Party Systems               | No                         |
| Monitoring                        | Yes                        |

\*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

## Service Details

### Fire

| Service Description              | Qty | Frequency | Year |
|----------------------------------|-----|-----------|------|
| Alarm Management Services - Fire | 1   | 12        | 1    |

# SIEMENS

## Maintained Equipment Table

### Fire

| Equipment                  | Service Description                               | Qty | Frequency | Year | Service Location | Repair Coverage    |
|----------------------------|---|-----|-----------|------|------------------|--------------------|
| Fire Alarm Control Panel   | Fire Alarm System – Annual Test & Inspection      | 1   | 1         | 1    | Onsite           | N/A                |
| Monitor Module Input Point | Fire Alarm System – Annual Test & Inspection      | 1   | 1         | 1    | Onsite           |                    |
|                            | Fire Alarm System - Repair & Replacement Services | 1   | 1         | 1    |                  | Material and Labor |
| Addressable Pull Station   | Fire Alarm System – Annual Test & Inspection      | 10  | 1         | 1    | Onsite           |                    |
|                            | Fire Alarm System - Repair & Replacement Services | 10  | 1         | 1    |                  | Material and Labor |
|                            | Fire Alarm System – Annual Test & Inspection      | 1   | 1         | 1    | Onsite           |                    |
|                            | Fire Alarm System - Repair & Replacement Services | 1   | 1         | 1    |                  | Material and Labor |
| Speakers or Horns          | Fire Alarm System – Annual Test & Inspection      | 3   | 1         | 1    | Onsite           |                    |
|                            | Fire Alarm System - Repair & Replacement Services | 3   | 1         | 1    |                  | Material and Labor |
|                            | Fire Alarm System – Annual Test & Inspection      | 1   | 1         | 1    | Onsite           |                    |
|                            | Fire Alarm System - Repair & Replacement Services | 1   | 1         | 1    |                  | Material and Labor |

### Strobe

# SIEMENS

## Fire

| Equipment                  | Service Description                               | Qty | Frequency | Year | Service Location | Repair Coverage    |
|----------------------------|---|-----|-----------|------|------------------|--------------------|
| Addressable Duct Detector  | Fire Alarm System – Annual Test & Inspection      | 19  | 1         | 1    | Onsite           | Material and Labor |
|                            | Fire Alarm System - Repair & Replacement Services | 19  | 1         | 1    |                  |                    |
| Addressable Smoke Detector | Fire Alarm System – Annual Test & Inspection      | 2   | 1         | 1    | Onsite           | Material and Labor |
|                            | Fire Alarm System - Repair & Replacement Services | 2   | 1         | 1    |                  |                    |
|                            | Fire Alarm System – Annual Test & Inspection      | 2   | 1         | 1    | Onsite           | Material and Labor |
|                            | Fire Alarm System - Repair & Replacement Services | 2   | 1         | 1    |                  |                    |



## Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

### Your Assigned Team of Service Professionals will include:

**Brittany Reschke** manages the overall strategic service plan based upon your current and future service requirements.

**Ron Clouthier** is responsible for managing the delivery of your entire support program and service requirements.

**Brenda Hazelmyer** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

**John Stassi** is responsible for performing the on-going service of your system.

## Terms and Conditions

### **Terms and Conditions (Click to download)**

Terms & Conditions

(<http://go.siemens.net/95260872>)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

## Attachment A

### **Riders (Click on rider below to download)**

SI Monitoring Rider

(<http://go.siemens.net/31208927>)

SI Fire Life Safety Rider

(<http://go.siemens.net/36296931>)

SI Exclusions and Clarifications

(<http://go.siemens.net/49539933>)

## Agreement Terms for Investments

Services shall be provided at:

TOWN OF MARCELLUS - 24 E. MAIN STREET  
MARCELLUS, NY 13108

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 1 Periods beginning 2023-03-01. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 3%. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

| Period | Period Range                    | Billing Frequency | Price      |
|--------|---------------------------------|-------------------|------------|
| 1      | March 1,2023 - February 28,2024 | Annually          | \$1,817.00 |

|                  |            |
|------------------|------------|
| Investment Total | \$1,817.00 |
|------------------|------------|

### NYS CONTRACT PT68860

#### \*Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

## Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

| Period | Period Range                    | Billing Frequency | Price      |
|--------|---------------------------------|-------------------|------------|
| 1      | March 1,2023 - February 28,2024 | Annually          | \$1,817.00 |

#### Proposed by:

Siemens Industry, Inc.

Company

Brittany Reschke

Name

Proposal #

\$1,817.00

Proposal Amount

January 12, 2023

Date

#### Accepted by:

THE VILLAGE OF MARCELLUS

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing only ☐ PO not required



## Appendix A: Siemens Service Portfolio

### Advisory and Performance Services

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Ingenuity for life



#### Manage System Operation & Compliance

Services that keep systems performing at their best, as designed and intended to operate, help you achieve:

- Optimized comfort, safety, and security
- Fulfilled regulatory requirements
- Greater transparency into critical systems
- Reduced operating risk

#### Facility Assessment & Planning

In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program

#### Test & Inspection

Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks

#### Preventive Services

Service performed on a regular schedule or based on data analytics to verify and improve system state

#### Documentation Management

Management of critical building system and compliance information, with organization and access determined by your needs

#### Connective Services

Immediate response to system failures or faults to restore functionality and integrity to desired state



#### Optimize Performance & Productivity

Services leading performance with improvement initiatives that increase productivity and efficiency across common customer facilities

- Enhanced system performance
- Streamlined operational procedures
- Improved decision-making through data analytics

#### Outsourcing Planning

Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies

#### Predictive Services

Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken

#### System Improvement & Integration

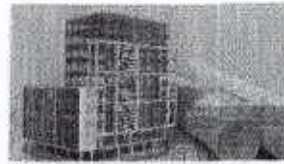
Enhancements or additions to your current system to increase staff productivity, system performance, and operational energy efficiency

#### Training & Operational Support

Training, coaching, and on-site support to increase staff productivity and knowledge

#### Managed Services

On-site and/or remote resources monitor system events and alarms, and take appropriate action



#### Protect Lifecycle Investment

Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:

- Extended system life
- Maximized return on investment
- Realized benefits of new technology

#### Technology Planning

Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments

#### System Updates / Upgrades

Software upgrades and firmware updates are provided, delivering the most current technology and functionality

#### System Migration / Modernization

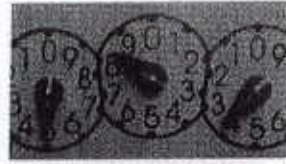
Enhancements to your systems by migrating them to the most recent hardware and software platforms, resulting in increased functionality and performance levels

#### Retrofits & Extensions

Modifications are made to existing systems to accommodate changes to your facility usage and footprint

#### New Installation Services

Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance



#### Enhance Energy Management & Sustainability

Increase the value and competitiveness of buildings and infrastructure by delivering solutions that:

- Conserve energy
- Maximize efficiency
- Minimize operating costs
- Reduce environmental impact

#### Energy & Sustainability Master Planning

Strategy and planning services provide a detailed master plan to provide budget transparency, enable improved performance and sustainability, reduce energy consumption, and minimize operational costs

#### Energy Conservation

Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption

#### Energy Production & Storage

Using innovative design and simulation tools, energy production and storage solutions improve energy efficiency, energy availability, security of supply, and carbon reduction

#### Energy Procurement

With advanced procurement technologies and beneficial contract forms, these tailored procurement and supply services reduce costs, reduce risks, and create certainty

Digital Services