JBPL TRUSTEES meeting
October 23, 2025

Attendance: Todd Benedict, Chair; Trustees - Kathy Fox-Alfano, Susan Schmidt, Elizabeth Balaschak; Vice Chair, Amy Sharpe and Trustee Kristina Prodouz attended via remote connection; Irja Finn, Library Director; Anne Gregory, Friends of the JBPL representative.

Todd Benedict called the October 23, 2025 meeting to order at 3:00pm.

The minutes of the September 25, 2025 meeting were approved on a motion of Kathy Fox Alfano, seconded by Susan Schmidt after a roll call vote with K Alfano, T Benedict, S Schmidt, K Prodouz, and E Balaschak voting in favor, and A Sharpe abstaining.

Facilities Working Group - The three items which are considered safety concerns- the fire panel, chiller, and wall crack in the children's area -continue to be discussed.

It has been brought to the attention of the Group that the fire panel allegedly was replaced in 2018 and was inspected in May, 2025. That inspection indicated that the vast majority of the system was in good working order and a few small issues were repaired. Thompson Engineering has said that the system no longer is supported, so parts would not be available for future repairs. None of this information was made available previously. As a result of this, the Town Administrator has said the system is fine and she will not support repairs or replacement. Irja Finn will request a copy of the 2025 report for our records.

The chiller may be a capital request in the spring but that is unclear as the Town Administrator is not supportive of any repairs to the building in its current status. Library staff keep detailed, daily records of building temperatures in several locations as they vary greatly between the first floor and upper floors.

The final issue, the crack in the children's area, also will not be investigated. The Town Administrator believes the cause is unlikely to be determined by any analysis. She wants the Trustees to provide strong justification for any consideration for funding as the building is "slated for demolition".

The Trustees discussed their concerns for the upkeep of the building as we move toward funding for and construction of a new building.
As a result of all of this, the Facilities Working Group has decided to meet quarterly or as needed to address building condition issues that may arise. The building condition, including the three safety issues the Trustees have identified, will be referenced in the report the Trustees will give to the Annual Town Meeting next spring. T Benedict reminded us that, because these issues are safety issues, we need to consider all of this in light of the Strategic Plan. It is expected that we will invite the Town Administrator to a future meeting for more discussion. A Sharpe suggested doing so after the November 4, 2025 Select Board meeting at which the Library Building Committee again will be discussed.

Library Building Committee. We have been asked to select a Trustee to serve on the Committee as indicated in the Committee Charge. E Balaschak made a motion to appoint Todd Benedict to the Committee and S Schmidt seconded the motion. On a roll call vote, all Trustees voted in favor of appointment of Trustee Chair, Todd Benedict to the Library Building Committee.

Updates:
Library Foundation. We still have no response from Town Counsel.

Charter Review process. Members still are being sought for the Charter Review Committee. A discussion of our charter will be on our November meeting Agenda.

Director and Staff Reports. Irja Finn praised staff for the work they did on the 100/100 event which was a huge success. The efforts of all were evident in the quality of all aspects of the day. The Trustees also thanked all staff for their outstanding efforts. BCEC grant paperwork is being completed. Physical circulation remains down but that appears to be a County-wide condition. Even so, staff are coming up with creative ideas to attract new users to the Library. It is hoped that the pay to print system finally will be back in service within the month.

Friends of the Library Report. A Gregory reported that the Friends' Annual Meeting is Monday. Work is in process for their Annual Silent Auction.

Future Agenda items. The Report of the Trustee Chair for the FY27 Annual Town Meeting must be drafted and goals for FY27 are due in December so a review of the FY26 goals will be reviewed for that purpose.

UPCOMNG MEETINGS: The Trustees previously agreed to a change of meetings for November and December due to conflicting holidays. The November meeting will be held on Thursday, November 20, 2025; the December meeting will be Thursday, December 18, 2025. Both will be held in the Library from 3-5pm.

T Benedict motioned to adjourn; it was seconded by K Fox-Alfano. After a roll call vote of 6-0 to adjourn, the meeting was adjourned at 4:22pm.

ATTACHMENTS:
Agenda
Building Committee charge
Fire Panel Inspection Report & estimate for replacement
Director & staff reports

APPROVED: December 18, 2025
E K BALASCHAK, Secretary

Meeting Notice and Agenda

Jonathan Bourne Public Library - Board of Trustees
19 Sandwich Road, Bourne, MA 02532
508-759-0600 x 6302

October 23, 2025, at 3:00 PM EDT in Library Program Room

If anyone from the public wishes to access the meeting remotely, they can do so by utilizing the ZOOM link or by calling the following conference line: 1-929-205-6099

Topic: Library Trustees Monthly Meeting
Time: Oct 23, 2025, 03:00 PM Eastern Time (US and Canada)
Join Zoom Meeting

https://us02web.zoom.us/j/6281263605?pwd=wAcUcmROvfKAxkxoPs4awUiuwTktyU.1&omn=85774440238

Zoom Meeting ID: 628 126 3605 Password: LIBRARY

All items within the meeting agenda are subject to deliberation and votes by the trustees.

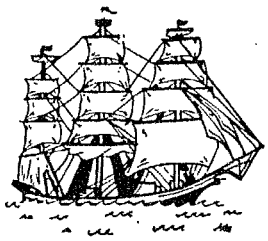
3 p.m. Call the meeting to Order

1. Minutes of Sept. 25, 2025, meeting
2. Report from facilities working group
3. Discussion of Library Building Committee and selection of trustee representative
4. Updates:
   - Formation of a library foundation
   - Charter review process
5. Director's and staff reports
6. Friends of the Library report
7. Set future agenda items
8. Adjourn

Reasonable accommodations for people with disabilities are available upon request. Include a description of the accommodation you will need, including as much detail as you can and include a way we can contact you if we need more information. Please allow advance notice. Send an email to kthut@townofbourne.com or call the Town Administrator's Office at 508-759-0600 x1503.

Jonathan Bourne Public Library

Director's Report for September 2025



100 Years/100 Stories

- A fantastic event, with fabulous feedback from the community. A HUGE thank you to everyone who pitched in and lent a hand in some way.
- Final wrap up of the BCEC grant paperwork is in the works.
- The QR code of the individual stories is live on our website.

BUDGETS

The FY26 budget is 25.9% expended as of September 30th – exactly where we want to be. However, continuing into September, collective bargaining for Liuna A and BEA units is not complete. Next month we may see a disruption to the Clerical salaries line due to retirement payouts.

STAFF & PROFESSIONAL DEVELOPMENT

FACILITIES

- With the 100 Years/100 Stories event looming, the Facilities Department came out and painted the back entryway to match the program room just days before the event.
- Carpet cleaning is scheduled for October 11th. The Town Administrator approved closing the building at 1PM.
- Due to the weather being unseasonably warm, we did not request the air conditioning to be shut off yet. Patron complaints continue about the Program Room temperature being too cool.

TECHNOLOGY

- The website launched with very few glitches. Hats off to Nicholas Schiller, our Public Services Librarian, for spearheading this undertaking.
- The Town Administrator alerted me to a technology grant (devices) available through the Massachusetts Broadband Initiative. We are investigating our eligibility, and are scheduled to attend an application webinar.

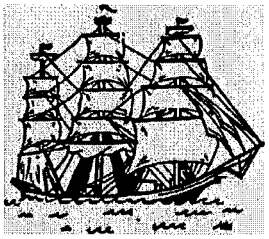
OTHER

- The one-month uptick for physical circulation in August, was not repeated in September, as noted in the Assistant Director's report. Attendance is down, but fewer adult programs were offered.
- Another month of being #5 in the e-content rankings within CLAMS.
- Update on Staff Crafts – to date we have three staff members scheduled to share their "talents" – Beth, Judy and Nicholas in October, November and December. Two crafts programs and a

book talk; winter looks to be Colleen, Falon and me coming up with something to share. The patron feedback has been enthusiastic and supportive.

Respectfully submitted,

Irja Finn



Jonathan Bourne Public Library

Assistant Director's Report for September2025

CIRCULATION

FY26	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
CKO	11773	11837	9580									
FY25												
CKO	12273	11476	9773	9471	8869	9109	8722	8490	9959	9424	8726	8951
FY24												
CKO	11904	12630	10320	9850	9137	9062	9697	9019	10625	9731	10324	9068

Room Usage

FY26	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Door												
Study Room	0	0	0									
Community Room	9	10	17									
Conference Room	15	18	18									
FY 25												
Study Room	0	11	12	17	21	11	5	9				
Community Room	9	5	11	10	7	8	8	5	7	14	17	5
Conference Room	14	12	13	19	9	6	6	4	16	5	8	6
FY24												
Door	4279	2864	1293	4312	3929	4100	4369	4041	4678			
Study Room									21	9	0	0

Community Room									11	12	13	7
Conference Room									0	12	23	17

September and April are partial counts due to battery errors. Door Counter not working (April – 2024)

Study Room was blocked off for March, April, June

NOTARY – 3

PROGRAMS

Programs onsite

Programs												
FY26	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Offered	14	15	7									
Attended	120	106	70									
FY25												
Offered	18	10	11	10	14	7	10	11	14	8	5	8
Attended	174	103	127	159	112	109	132	113	160	81	70	123
5FY24												
Offered	14	9	4	14	9	10	11	15	15	11	14	10
Attended	84	81	25	133	46	59	95	88	155	204	87	56

FY26	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Number of Days Open	22	21	25									
Number of Saturdays Open	0	0	4									
Number	0	0	28									

of Hours Saturday												
Hours after 5pm	47	40	43									
Computer Usage	89	89	93									
Volunteer Hours	48.5	48	44									

OUTREACH

Town Hall Drop-off of Books -4

Notes:

Library of Things – 9 items checked out
Museum Passes – 38 checked out

September was a great community month for the library. We had a great community event with our 100 stories celebration, wonderful music, food and a great atmosphere. I started monthly visits to the Community center to sign-up people for cards, check-out books and answer general questions. (some people asked me where the library was located!). Thanks to the Friends for a successful September book sale. *On Cape* had an article on knitting/crochet groups at libraries and mentioned the 2 groups we have at Bourne Library. We had 2 good health related programs in September – Visiting Nurse for blood pressure and cholesterol screening and a Medicare presentation.

Respectfully submitted,

Colleen Cunningham, Assistant Director

Children's Department ~ September 2025

September was a very busy month!!

Fall story times and other events have been well attended. This year we have added a story time at Canal View Apartments.

We worked with BIS to arrange two fourth grade class visits, 31 students signed up for new cards.

We are also working with BIS on a parent/child book club that is set to begin in October.

Because of scheduling issues, our library card sign-up at the High School will be in October.

The 100 Years 100 Stories party was a great success! A wonderful representation of the Bourne community!

The Early Learning Play Space was booked 12 times in September.

Respectfully submitted,
Terry Johnson
Children's Librarian

FY26 – Children's & YA Program Attendance

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Offer	42	22	29									
Attend	1625	857	590									

FY25 – Children's & YA Program Attendance

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Offer	32	15	10	27	18	8	24	28	17	23	30	12
Attend	736	600	127	506	312	173	348	566	345	483	480	334

FY26- Children's and YA Circulation

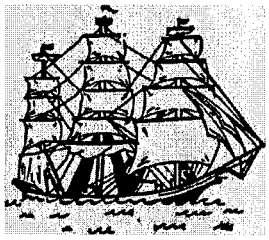
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
check out	2947	2024	1450									
renewal	2557	2738	1900									

FY25 - Children's and YA Circulation

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Check out	2131	1504	1149	1171	1124	924	1241	1297	1402	1532	1092	1576
renewal	1960	2146	1499	1513	1442	1392	1346	1456	1915	1639	1528	1455

Jonathan Bourne Public Library

Commonwealth Catalog – September 2025



October 2025

Library Board of Trustees:

This report covers Commonwealth Catalog up to Sep. 30, 2025.

These are the total requests filled.

FY26	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Borrowed	33	40	30									
Lent	20	10	15									
FY25												
Borrowed	48	40	35	45	33	29	51	43	42	38	36	60
Lent	15	16	17	15	14	16	18	15	16	18	7	15
FY24												
Borrowed	45	55	35	21	33	40	39	51	42	43	58	38
Lent	13	19	20	18	15	15	11	15	19	9	7	11

Respectfully submitted,

Falon Williams

Circulation Assistant

10/17/2025

Jonathan Bourne Public Library Building Committee

COMMITTEE CHARGE

The Jonathan Bourne Public Library Building Committee ("Library Building Committee") is appointed by and reports to the Select Board. The charge of the Library Building Committee is to make recommendations to the Select Board and Town Meeting regarding the design, siting and construction of a new library at 19 Sandwich Road.

To carry out this charge, committee members will:

1. Serve as the Designer Selection Committee to recommend hiring an OPM and architect.
2. Review previous documents and studies, understand the departmental and facility needs, recommend solutions including the physical spaces required and also recommend potential building designs to meet those requirements.
3. Formulate recommendations to the Select Board and Town Meeting that include plans, locations, timelines and funding strategies.
4. Report to the Select Board on Committee activities, design and construction progress at major milestones, such as recommendation on siting and preliminary and final building design.
5. Review and approve the project estimates and project budget and monitor actual expenditures versus the budgeted appropriations before approving invoices, requisitions or change orders.
6. If the Committee has not made substantial progress within six calendar months of appointment, the Committee shall make an interim report of its findings to the Select Board. The committee will make reports to the Select Board at least every 6 months until the project is completed.
7. Once the project is authorized by Town Meeting, and a debt exclusion ballot vote if required, the Building Committee shall be responsible for the oversight of all work relating thereto, including site planning, preliminary architectural drawings, final plans, the oversight of all construction, approval of all requisitions and change orders and approval of all invoices.
8. Review and respond to issues affecting quality, schedule and budget.
9. Approve fixtures, furniture/furnishings and equipment contracts.
10. Review and respond to Library Trustees' questions, concerns and requests.
11. Contract for and oversee 100% building commissioning and approve the closeout of the project.
12. Work diligently to resolve issues and disputes.

The Committee shall meet at least monthly and more often if required. A majority of members must be present for the Committee to meet and conduct any business scheduled before it. All meetings of the Committee or any sub-committee are to be held in a public location, properly posted and open to the public, in accordance with the Massachusetts Open Meeting Law, as amended. Meetings should be videotaped by Bourne TV and be available for replay. Minutes

of each meeting shall be prepared and approved by the Committee in conformity with applicable state and local requirements and shall, at a minimum, be filed with the Town Clerk.

COMMITTEE MEMBERSHIP

The Library Building Committee shall consist of up to seven voting members with a knowledge of, or experience in, engineering, construction, finance and/or library services and construction management. Membership shall include one member of each of the following:

- A Select Board member selected by its membership
- A Finance Committee member selected by its membership
- A member of the Library Board of Trustees selected by its membership
- The Library Director shall be a voting member
- A member with building experience, preferably commercial construction
- A member with knowledge of architecture, design or engineering
- An attorney or other professional with construction experience

The Facilities Manager – will serve *ex officio* as a non-voting member

The term of each Committee member is until the project is completed or until revoked.

Fire Alarm and Life Safety System Inspection Certificate

For

Jonathan Bourne Public Library
19 Sandwich Road
Bourne, MA 02532

Tested to NFPA 72 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Aug 27, 2020

Building: Jonathan Bourne Public Library
Contact: Steve Gavazza
Title: Facilities Manager

Company: Cape Cod Alarm
Contact: Richard Kilpatrick
Title: Inspector

Executive Summary

Generated by: BuildingReports.com

Building Information

Building: Jonathan Bourne Public Library
Address: 19 Sandwich Road
Address:
City/State/Zip: Bourne, MA 02532
Country: United States of America

Contact: Steve Gavazza
Phone: (617)571-6587
Fax:
Mobile:
Email:

Inspection Performed By

Company: Cape Cod Alarm
Address: 204 Old Townhouse Road
Address:
City/State/Zip: West Yarmouth, MA 02673
Country: United States of America

Inspector: Richard Kilpatrick
Phone: (508)398-6316
Fax: (508)398-5666
Mobile:
Email: service@capecodalarm.com

System Control Unit

Manufacturer: Silent Knight
Model Number: SK5208
Software Version:
Location: Basement Electrical Room

Inspection Date: 08/27/2020
Install Date: 06/26/2018
Version Date: 06/26/2018
Current Protection: Breaker

IDC Style: E
SLC Style: N/A
NAC Style: E

Monitoring

Company: Cape Cod Alarm
Phone: (508)398-6316
Account #: S25242

Central Station Signal Verification

Type: Mesh Radio Network
Test Time/Date: 8/27/20 11:31:34 AM

Mfg: AES
Restore Time: 11:38 AM

Model #: 7788F

Type of Signal	Signal Confirmation	Notes
Type: Alarm Signal	Confirmed Time: 10:24 AM	
Type: Trouble Signal	Confirmed Time: 10:24 AM	

Inspection Summary

Category:	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Control	6	9.84%	6	100.00%	6	100.00%	0	0%
Monitor	2	3.28%	2	100.00%	2	100.00%	0	0%
Initiating	47	77.05%	47	100.00%	47	100.00%	0	0%
Indicating	6	9.84%	6	100.00%	4	66.67%	2	33.33%
Totals	**61**	**100%**	**61**	**100.00%**	**59**	**96.72%**	**2**	**3.28%**

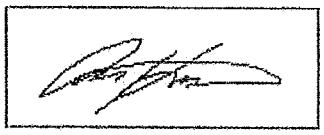
Certification

Company: Cape Cod Alarm

Building: Jonathan Bourne Public Library

Inspector: Richard Kilpatrick

Contact: Steve Gavazza



Signed: Aug 27, 2020

Richard Kilpatrick Certifications

Certification Type	Number
Commonwealth of Massachusetts-Department of Public Safety-Security Clearance	
Commonwealth of Massachusetts-Division of Professional Licensure-Board of Electricians	
OSHA 10-Hour Construction	

Discrepancy Report

Generated by: BuildingReports.com

Building: Jonathan Bourne Public Library Control Panel: 1 - Silent Knight SK5208

The Discrepancy Report consolidates each discrepancy listed within the various Testing sections of your Inspection. Discrepancies are listed by Category, and grouped by device type. The description of the problem is provided and where appropriate, code references are listed for your convenience. Any item that was inspected that is subject to a recall or part of a manufacturer's replacement/upgrade program is included.

Device Type	Manufacturer	ModelNumber	Date	Qty

Items listed for Recall or Replacement/Upgrade

No items found during this inspection.

ScanID	Location	Problem	Address	Reference

Indicating

Horn/Strobe

49983349	1st Floor Right Entrance	Failed Test	1	NFPA72 14.2.2.2.2
49983353	2nd Floor Front	Failed Test	1	NFPA72 14.2.2.2.2

Code References

NFPA72 14.2.2.2.2	System deficiencies shall be corrected.

Proposed Solutions Report

Generated by: BuildingReports.com

Building: Jonathan Bourne Public Library — Control Panel: 1 - Silent Knight SK5208

The Proposed Solution Report provides a solution for each discrepancy listed on the Discrepancy Report. Provide a check mark where indicated to approve repairs listed within the report. Items listed as T/M are available for repair on a Time and Materials basis.

ScanID	Location	Solution	Model #	Cost	Fix
		Indicating			
Horn/Strobe					
49983349	1st Floor Right Entrance	Replace	AV-32	T/M	☐
49983353	2nd Floor Front	Replace	AV-32	T/M	☐
			PO #: (none)	T/M	

Notes & Recommendations

Generated by: BuildingReports.com

Building: Jonathan Bourne Public Library Control Panel: 1 - Silent Knight SK5208

The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by Category.

Note	Device Type	Location	Comment	ScanID
Initiating				
1	Smoke Detector	2nd Floor High Ceiling Middle	Passed	49983354
	Located too close to a fan.			

Inspection & Testing

Generated by: BuildingReports.com

Building: Jonathan Bourne Public Library Control Panel: 1 - Silent Knight SK5208

The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.

Device Type	Location	Service	Time	Date
	Passed			
Control				
Annunciator	1st Floor Front Entrance	Tested	10:35:39 AM	08/27/2020
Battery	Basement in AES Transmitter	Tested	11:31:50 AM	08/27/2020
Battery	Basement in Fire Alarm Control Panel	Tested	10:23:41 AM	08/27/2020
Battery	Basement in Fire Alarm Control Panel	Tested	10:23:42 AM	08/27/2020
Communicator	Basement Electrical Room	Tested	11:31:34 AM	08/27/2020
Control Panel	Basement Electrical Room	Tested	10:21:02 AM	08/27/2020
Indicating				
Horn/Strobe	1st Floor Front Entrance	Tested	10:36:02 AM	08/27/2020
Horn/Strobe	1st Floor Rear Left Exit	Tested	10:43:36 AM	08/27/2020
Horn/Strobe	2nd Floor by Door to Left Stairway	Tested	11:05:05 AM	08/27/2020
Horn/Strobe	2nd Floor by Door to Right Stairway	Tested	10:56:58 AM	08/27/2020
Initiating				
Heat Detector	Basement Boiler Room	Tested	11:29:56 AM	08/27/2020
Pull Station	1st Floor Front Entrance	Tested	10:36:33 AM	08/27/2020
Pull Station	1st Floor Rear Left Exit	Tested	10:43:42 AM	08/27/2020
Pull Station	1st Floor Right Entrance	Tested	10:29:26 AM	08/27/2020
Pull Station	2nd Floor by Left Stairwell	Tested	11:05:02 AM	08/27/2020
Pull Station	2nd Floor by Right Stairwell	Tested	10:57:01 AM	08/27/2020
Pull Station	2nd Floor Front	Tested	11:07:40 AM	08/27/2020
Smoke Detector	Basement by Fire Alarm Control Panel	Tested	10:28:10 AM	08/27/2020
Smoke Detector	Attic Back Right (Over Community Room)	Tested	11:12:12 AM	08/27/2020
Smoke Detector	Attic Front Left	Tested	11:09:14 AM	08/27/2020
Smoke Detector	Attic Front Right	Tested	10:57:41 AM	08/27/2020
Smoke Detector	1st Floor Arts Area	Tested	10:48:28 AM	08/27/2020
Smoke Detector	1st Floor Arts Area	Tested	10:49:10 AM	08/27/2020
Smoke Detector	1st Floor Children's Area	Tested	10:40:57 AM	08/27/2020
Smoke Detector	1st Floor Children's Area	Tested	10:42:40 AM	08/27/2020
Smoke Detector	1st Floor Children's Area by Restrooms	Tested	10:41:26 AM	08/27/2020
Smoke Detector	1st Floor Children's Non-Fiction	Tested	10:43:12 AM	08/27/2020

Device Type	Location	Service	Time	Date
	Passed			
Smoke Detector	1st Floor Children's Reading Area	Tested	10:41:41 AM	08/27/2020
Smoke Detector	1st Floor Community Program Room	Tested	11:14:13 AM	08/27/2020
Smoke Detector	1st Floor Community Program Room	Tested	11:14:42 AM	08/27/2020
Smoke Detector	1st Floor Hall by Restrooms	Tested	10:31:30 AM	08/27/2020
Smoke Detector	1st Floor Library Storage	Tested	10:30:57 AM	08/27/2020
Smoke Detector	1st Floor Main Library Back by Young Adult	Tested	10:50:18 AM	08/27/2020
Smoke Detector	1st Floor Main Library Back Computer Area	Tested	10:50:05 AM	08/27/2020
Smoke Detector	1st Floor Main Library Back Room by Audio Books	Tested	10:32:29 AM	08/27/2020
Smoke Detector	1st Floor Main Library By Arts area	Tested	10:48:15 AM	08/27/2020
Smoke Detector	1st Floor Main Library By Children's Area	Tested	10:39:29 AM	08/27/2020
Smoke Detector	1st Floor Main Library Front Computer Area	Tested	10:31:53 AM	08/27/2020
Smoke Detector	1st Floor Main Library Front Left	Tested	10:37:29 AM	08/27/2020
Smoke Detector	1st Floor Main Library Front Reception	Tested	10:37:01 AM	08/27/2020
Smoke Detector	1st Floor Main Library Front Self Checkout	Tested	10:34:20 AM	08/27/2020
Smoke Detector	1st Floor Main Library Office	Tested	10:34:56 AM	08/27/2020
Smoke Detector	1st Floor Main Library Office by Reception	Tested	10:34:35 AM	08/27/2020
Smoke Detector	1st Floor Main Library Rear Left	Tested	10:43:27 AM	08/27/2020
Smoke Detector	1st Floor Main Library Rear Left	Tested	10:46:28 AM	08/27/2020
Smoke Detector	1st Floor Main Library Rear Left	Tested	10:48:04 AM	08/27/2020
Smoke Detector	1st Floor Main Library Rear Right	Tested	10:49:35 AM	08/27/2020
Smoke Detector	1st Floor Projection Room	Tested	11:14:28 AM	08/27/2020
Smoke Detector	1st Floor Rear Left Staff	Tested	10:43:59 AM	08/27/2020
Smoke Detector	1st Floor Right Entrance	Tested	10:29:49 AM	08/27/2020
Smoke Detector	1st Floor Young Adult	Tested	10:32:06 AM	08/27/2020
Smoke Detector	2nd Floor by Door To Left Stairwell	Tested	11:01:42 AM	08/27/2020
Smoke Detector	2nd Floor by Door To Right Stairwell	Tested	11:01:04 AM	08/27/2020
Smoke Detector	2nd Floor Front	Tested	10:52:03 AM	08/27/2020
Smoke Detector	2nd Floor High Ceiling Middle	Tested	11:12:56 AM	08/27/2020
Smoke Detector	2nd Floor Left Office	Tested	11:08:11 AM	08/27/2020
Smoke Detector	2nd Floor Right Office	Tested	10:52:40 AM	08/27/2020
Monitor				
Monitoring	Alarm Signal	Tested	11:31:37 AM	08/27/2020
Monitoring	Trouble Signal	Tested	11:31:45 AM	08/27/2020

Device Type	Location	Service	Time	Date
	Failed/Other			
Indicating				

Device Type	Location	Service	Time	Date
	Failed/Other			
Horn/Strobe	1st Floor Right Entrance	Tested	11:28:56 AM	08/27/2020
Horn/Strobe	2nd Floor Front	Tested	11:28:43 AM	08/27/2020

Service Summary

Generated by: BuildingReports.com

Building: Jonathan Bourne Public Library

The Service Summary section provides an overview of the services performed in this report.

Device Type	Service	Quantity
	Failed/Other	
Horn/Strobe	Tested	2
Total		**2**
	Passed	
Annunciator	Tested	1
Battery	Tested	3
Communicator	Tested	1
Control Panel	Tested	1
Heat Detector	Tested	1
Horn/Strobe	Tested	4
Monitoring	Tested	2
Pull Station	Tested	6
Smoke Detector	Tested	40
Total		**59**
Grand Total		**61**

Battery & Power Supply Testing

Generated by: BuildingReports.com

Building: Jonathan Bourne Public Library Control Panel: 1 - Silent Knight SK5208

The Battery & Power Supply Testing section details the readings and measurements of batteries and power supplies used to provide power to the fire alarm and life safety systems. Items are grouped by Passed or Failed/Other.

Type	Location	Rated Ah	Rated Volts	Pre Test	Post Test	Min Ah	Tested Ah
Battery							
			Passed				
Sealed Lead Acid	Basement in AES Transmitter	7	12				
Sealed Lead Acid	Basement in Fire Alarm Control Panel	18	12				
Sealed Lead Acid	Basement in Fire Alarm Control Panel	18	12				

Inventory & Warranty Report

Generated by: BuildingReports.com

Building: Jonathan Bourne Public Library — Control Panel: 1 - Silent Knight SK5208

The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

Device or Type	Category	% of Inventory	Quantity
Control Panel	Control	1.64%	1
Battery	Control	4.92%	3
Smoke Detector	Initiating	65.57%	40
Pull Station	Initiating	9.84%	6
Annunciator	Control	1.64%	1
Horn/Strobe	Indicating	9.84%	6
Heat Detector	Initiating	1.64%	1
Communicator	Control	1.64%	1
Monitoring	Monitor	3.28%	2

Type	Qty	Model #	Description	Install Date
New (under 90 days)				
Monitoring	1		Alarm Signal	08/27/2020
Monitoring	1		Trouble Signal	08/27/2020
In Service - 90 Days - 1 Year				
Silent Knight				
Annunciator	1	5235	LCD Display	01/16/2020
System Sensor				
Heat Detector	1	5604	Fixed Temperature	01/16/2020
In Service - 2 Years to 3 Years				
Silent Knight				
Control Panel	1	SK5208	Conventional	06/26/2018
Power-Sonic				
Battery	2	PA-12180F2	Sealed Lead Acid	06/01/2018
AES				
Communicator	1	7788F	Mesh Radio Network	03/01/2018
Power Patrol				
Battery	1	FAS1075	Sealed Lead Acid	03/01/2018
In Service - 3 Years to 5 Years				
Sure-Lites				
Smoke Detector	1	2W-B	Photoelectric	01/01/2016
System Sensor				
Smoke Detector	2	2112	Photoelectric	01/01/2016
Smoke Detector	4	2W-B		01/01/2016

Smoke Detector	33	2W-B	Photoelectric	01/01/2016
In Service - 25 Years or Older				
Gamewell				
Pull Station	2	M46-28		01/01/1985
Pull Station	4	M46-28	Single Action	01/01/1985
Space Age				
Horn/Strobe	1			01/01/1985
Horn/Strobe	1	A V-32		01/01/1985
Horn/Strobe	4	AV-32		01/01/1985

American Alarm®
AND COMMUNICATIONS, INC

1239 Washington St
Weymouth, MA 02189
americanalarm.com

Tel: (781) 337-8866
Fax: (781) 641-2192
Toll Free: 1-800-792-5142

Professional Services Agreement

Site Location

WE: 96772-002: 19 SANDWICH RD PUBLIC LIBRARY
19 SANDWICH RD
BOURNE, MA 02532-3627

Contact:	IRJA FINN
Voice:	508.759.0600 X6103
Fax:	
Mobile:	
Email:	IFINN@BOURNELIBRARY.ORG

Invoice To

WE: 96772-000: TOWN OF BOURNE MUNICIPAL BUILDINGS
24 PERRY AVE
BOURNE, MA 02532-3441

Contact:	Liz Hartsgrove
Voice:	5085640183
Fax:	
Mobile:	5085640183
Email:	SBARRETT@BOURNE-MA.GOVSBARRETT@BOURNE-MA.GOV

Project Description

Scope of Work

Replace existing SK5208 conventional fire alarm panel with new FireLite addressable system. All existing devices will be replaced with addressable devices and new devices will be added to bring upto code. Please see print for details and device locations. AHJ has final jurisdiction and may alter the design that may incur additional costs. EMT will be used for the devices in the basement electrical room only, if additional emt is needed in other areas due to inaccessibility to get wires to the new devices a change order to include the necessary emt will be required at an additional cost.100% system test will be completed when finished.

Please be advised that due to the tariffs being imposed on various goods worldwide, there may be delays in completing portions of this agreement. This may require us to invoice a portion of both the project installation and recurring services in advance of completing the entire project scope. If we need to substitute a part or experience a cost difference in the original agreement, a change order will be sent to the client for approval. We will pass through any tariff charges incurred by AACI in fulfilling this order via a change order.

Project

Qty	Equipment Description
1	198-POINT ADDRESSABLE FIRE ALARM CONTROL PANEL
2	12 VOLT 12 AMP HR BATTERY, SPADE TERMINALS
1	HONEYWELL 6A REMOTE POWER SUPPLY/CHARGER, RED ENCLOSURE
2	12V 7AH SLA BATTERY
1	FIRE LITE REMOTE LCD ANNUNCIATOR, 80-CHARACTER, RED

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46	WIRELESS PHOTOELECTRIC SMOKE DETECTOR
4	FIRE LITE ADDRESSABLE HEAT DETECTOR HIGH WHITE, LITESPEED ONLY
10	FIRE-LITE ADDRESSABLE PULL STATION, DUAL-ACTION, KEY RESET
10	SYSTEM SENSORB 24V L-SERIES LED HORN STROBE, 2-WIRE, INDOOR, WALL, RED,MARKED FIRE
1	LED Horn Strobe: 2-wire: Indoor: Ceiling: Red: BULK PACK QTY. 10 Marked FIRE
6	SYSTEM SENSOR L-SERIES LED HORN STROBE, 2-WIRE, INDOOR, CEILING,RED,MARKED FIRE
5	SYSTEM SENSOR L-SERIES LED STROBE, INDOOR, CEILING, RED, MARKED FIRE
1	GENESIS CABLE 14/2 SOL PLENUM 1M RL RED
5	ELC 1/2-INCH EMT CONDUIT 10'
12	ELC 1/2-INCH EMT BOX CONNECTOR
25	ELC 1/2-INCH EMT CLIP
12	ELC 1/2-INCH EMT COUPLING
1	FIRELITE ADDRESSABLE REFLECTOR TYPE LINEAR OPTICAL BEAM SMOKE DETECTOR

Qty	*Miscellaneous Description*
1	Equipment Rental

Thank You

Thank you for your business. If you have any questions or concerns about this contract, please feel free to call me at (781)-337-8886.

Sincerely,
Jeff Johnston

Cost & Fee Schedule

Total Investment

Total Price	$48,755.46
Deposit Due in Advance	**$24,377.73**
Balance Due Upon Completion	**$24,377.73**

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Approvals

This Agreement between American Alarm and Communications, Inc. and Client consists of this Professional Services Agreement, and AA Terms and Conditions which have been furnished to Client, and which are incorporated into this Agreement in their entirety. There may be other documents which are or become incorporated into or modify the Agreement, for example Extra Work Orders, Service Tickets, or other documents unique to a particular project or premises. These documents and their incorporation into this Agreement will be clearly indicated, and all of the documents that form the Agreement are intended to be complimentary and read in harmony with each other. MUNICIPAL PERMIT FEES WILL BE INVOICED SEPARATELY.

Jeff Johnston			
Sales Representative	*I.D.*	*Client Name*	*Title*
Sales Signature	*Date*	*Client Signature / P.O.*	*Date*

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Auto Debit Authorization

Please select the payment option(s) you are authorizing American Alarm to process.

Deposit as per contract: ☐ Yes ☐ No **Balance upon completion of installation:** ☐ Yes ☐ No

Ongoing Professional Services: Your Bank Account or Credit Card will be charged on or about the 20th of the month depending on your billing cycle. Monthly billing option is only available if paid by ACH. Unless we are notified otherwise you will not receive a paper invoice in the mail.
☐ Yes ☐ No

Please choose one method of payment. Return completed form to: 297 Broadway, Arlington, MA 02474-5310 **or** fax to 781-316-0351 **or** E-mail to accounting@americanalarm.com

☐ Bank ☐ Credit Card ☐ No Auto Pay

Client Full Name: _____ AACI Client Acct # _____

Client Address: _____

City/Town _____ State _____ ZIP _____

Automatic Bank Account Payment: ACH Debits

I (we) hereby authorize American Alarm and Communications, Inc., hereinafter called AACI, to initiate debit entries (payments) to my (our) Checking account indicated below at the depository named below, hereinafter called BANK, to debit the same to such account.

Bank Name _____

Account # _____ ABA # _____

Automatic Credit Card Payment: VISA/MASTERCARD/DISCOVER

I (we) hereby authorize American Alarm and Communications, Inc., hereinafter called AACI, to initiate payment (payments) to my (our) Credit Card account for the payment of my AACI invoices. I (we) understand that a $350 processing fee will be added for payments exceeding $5000.

Credit Card # _____ CVV# _____

Credit Card ☐ VISA ☐ MASTERCARD ☐ DISCOVER Expiration Date _____

Signatures

Client's Signature _____ *Date* _____

Co-Client's Signature _____ *Date* _____

Email Address: _____

This Authorization is to remain in full force and effect until AACI has received written notice[2] from me (either of us) of its termination in such time and in such manner as to afford AACI and BANK a reasonable opportunity to act on it.

1. The professional services rate in effect at the time of 1st withdrawal will not be subject to potential rate increases for a period of 24 months thereafter provided the automatic payments are not terminated by the customer.
2. AACI must be notified in writing at least 30 days prior to scheduled charge or withdrawal date.

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AA Terms & Conditions: Page 1 of 2

1. Introduction. This Agreement covers construction work and ongoing related professional services to be performed by American Alarm and Communications Inc.'s family of companies (hereinafter, "AA") which includes Advanced Signal and Electronic Alarms. The Agreement between AA and Client consists of the following documents: (1) Professional Services Agreement; and (2) AA Terms and Conditions. There may be other documents which are or become incorporated into or modify the Agreement, for example Extra Work Orders, Service Tickets, or other documents unique to a particular project or premises. These documents are intended to be complimentary and read in harmony with each other. Please let us know if you have questions about any of these terms.

2. Payment/System Charges. Where applicable, sales and use tax is included in the cost of material to construct the real estate addition and/or the selected maintenance services. If sales tax is applicable for additional items, it will be listed as a separate charge. Fees for Municipal permits, third-party online compliance administration required by the municipality or client, parking, as-built drawings and submittals are not included in the Agreement and will be invoiced separately. The payment schedule agreed to by the Parties is per the interval specified in the Professional Services Agreement, or elsewhere in the Agreement.

3. Extra Work Order. Client may request new or additional equipment or services after the date of the Agreement. Similarly, AA may suggest or recommend new or additional equipment or services, based on conditions that were unforeseen or not known or anticipated as of the date of the Agreement. In such event, AA shall propose an AA Extra Work Order which shall provide the nature of the equipment and/or services, all pricing information, and any related information. Each and every Extra Work Order is subject to Client approval, and, once approved by Client, will become part of the Agreement.

4. Subcontractors. AA may determine that subcontractor or other independent parties are better suited to furnish particular services, and AA reserves the right to subcontract services to independent contractors and other third-parties who may be independent of AA, all of whom will have all of AA's rights under this agreement, and will take responsibility for their own work, and will carry their own insurance coverages and applicable licenses. AA is not responsible for any work, including monitoring, which is done negligently by any third party or independent contractor.

5. Limited Warranty. For the period of ninety (90) days from the date of installation, AA warrants that it will repair or replace defective parts or equipment. Client shall within the warranty period provide AA with written notice identifying the precise nature of the defect. AA will repair or replace the defect as soon as commercially reasonable to do so, during normal business hours. Because AA employees are trained and have particular knowledge and skills, the decision to repair or replace a part is solely within the purview of AA, and AA reserves the right to substitute materials of equal or greater quality and/or to use reconditioned parts. This Limited Warranty excludes damages or defects caused by accidents, power surges, misuse, lack of proper maintenance, unauthorized changes, lightning (even if surge suppression devices are present), fires, earthquakes, tornadoes, hurricanes, floods, vermin, telecom service failure, burglary, riot, or civil disturbance, or any other acts beyond AA's control whether caused by forces of nature, the Client, and/or other parties. This Limited Warranty excludes work or repair necessitated by client relocation, painting, altering or remodeling, batteries in wireless devices, maintenance of computer or server equipment (e.g. data back-ups, hard disk defragmentation), fees or fines assessed by municipalities, replacement of components not installed by AA and/or not listed on the Agreement and/or no longer available from the manufacturer. EXCEPT AS PROVIDED IN THIS PARAGRAPH, AA MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED WARRANTIES. AA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. As Client would reasonably expect, AA does not promise that the system or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service.

6. Optional Extended Warranty. AA offers extended warranty plans as part of its Available Options, including the Gold Service Plan, Warranty/Standard Service Plan, and Lifetime Service Policy. If the Client has selected an extended warranty plan, please refer to the summary of additional coverage. Extended Warranty coverages, if selected, will begin as of the date the system goes into service, unless otherwise specified, and will be invoiced accordingly.

7. Insurance. AA shall purchase and maintain general liability insurance, automobile liability insurance and worker's compensation insurance at the limits required by state law. AA shall provide Client with a certificate of insurance upon Client's reasonable request.

8. Exculpatory Clause. The system, equipment, and AA's services are designed to detect and reduce certain risks of loss. AA does not and reasonably cannot guarantee that no loss or damage will occur. Client understands that AA is not an insurance company, and Client is responsible for obtaining all insurance Client thinks is necessary, including coverage for personal injury and property damage that may result from incidents the system aims to prevent. The payments Client makes under the Agreement are not related to the value of the premises or Client's possessions, but rather are based on the cost of the system and AA's services. Client releases AA from any liability for any event or condition covered by Client's insurance. This is sometimes referred to as a "waiver of subrogation."

9. Limitation of Liability. : **NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE MAXIMUM LIABILITY OF AA OR ITS AFFILIATES UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS ($1,000), EXCEPT FOR ACTS OF FRAUDULENT CONDUCT**. This Limitation of Liability protects AA from damages arising from the events the system is intended to protect against (e.g., fire and theft). This Limitation of Liability clause is standard in the industry and is necessary in order to keep AA's prices commercially reasonable and commensurate with the risk that AA takes on with each project.

10. AA Indemnification. AA shall indemnify Client from personal injuries and property damages caused solely by the negligence or intentional misconduct of AA employees working on at Client's facilities to perform services under this Agreement, subject to prompt written notification by Client to AA of such injury or damage. AA shall have the right to control the defense of any third-party claim for which indemnification is sought under this Section 10.

11. Client Indemnification. To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold harmless AA and AA's related parties, its agents, employees, subcontractors and assigns, of and from liability against all third-party claims or losses (including reasonable attorneys' fees) brought against AA, which relate to the System or the services AA provides. Client's indemnity obligation under this clause extends to claims brought against AA by Client's insurance company, claims arising under contract, warranty, negligence, or any other theory. In case of a third-party claim or loss covered by Client's insurance, Client agrees not to look to AA or AA's related parties for reimbursement. Client waives any rights that Client's insurance carrier or others claiming through Client may have against AA or AA's related parties.

12. Mutual Waiver of Consequential Damages. Client and AA waive all claims for consequential damages arising from the services that AA provides under the Agreement, including, but not limited to, claims for lost data, lost profits, or incidental, consequential, punitive, special or other indirect damages of any kind for any reason whatsoever, including, but not limited to, damages based upon contract, warranty, tort, negligence, strict liability, or any other theory of recovery.

13. Hazardous Materials/Conditions. So that AA can take necessary precautions, Client shall notify AA in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Client shall be responsible for removal of such conditions. In the event AA discovers the presence of suspected asbestos or other hazardous material, AA shall stop work immediately and notify Client. It shall be Client's sole obligation to remove such conditions from the premises, and if the work is delayed as a result then an extension of time to perform the work shall be allowed and Client agrees to compensate AA for additional expenses caused by the delay. Client shall defend, indemnify and hold AA and its employees and agents harmless from all claims, damages and losses arising from the existence of hazardous materials on the premises.

14. Termination. All monitoring services, extended warranty plans and equipment rentals are for the "Initial Term" as specified in the Professional Services Agreement or Extra Work Order commencing on the date of completion of the work and activation of ongoing professional services. Either Party may terminate the Agreement for any or no reason by giving the other Party a thirty (30) day prior written notice, after the Initial Term. If either Party fails to perform any of its material obligations under this Agreement, the non-breaching Party will give the breaching Party written notice of default. If the breaching Party does not fix the default within thirty (30) days, the non-breaching Party may terminate this Agreement on no less than a thirty (30)-day written notice. Should AA fail to materially perform its obligations under this Agreement, Client shall have the right to withhold any payments due AA until such obligations have been performed to the terms of the Agreement. Should the Client fail to materially perform its obligations under this Agreement, the Client must pay AA: (a) all amounts then due; (b) the full amount due AA for the remainder of the Initial Term (as an agreed-upon amount of damages and not as a penalty), if the termination occurs within the Initial Term; and (c) AA's reasonable collection costs, including attorneys' fees and administrative costs. If this Agreement is ended, AA does not have to provide any service, including monitoring, after that date. In addition, AA must reserve the right to peacefully enter the premises and remove its equipment. Canceled Agreements may be subject to restocking/processing/mobilization fees.

15. Assignment. Either party may transfer or assign this Agreement with written notice to the other party. If AA does so, anyone to whom AA transfers its obligations will have all of AA's rights.

16. Claims/Disputes. AA does not anticipate any claims or disputes. However, if Client becomes aware of a claim or dispute, Client must provide AA thirty (30) days' prior written notice of such claim or dispute. No claim may be brought by Client against AA more than one (1) year after the date that Client became aware of the issues giving rise to the claim, or reasonably should have been aware of those issues. Any claim arising under this Agreement shall be resolved through litigation in the State or Federal Courts of the Commonwealth of Massachusetts, and the Agreement and any claim thereunder shall be governed by the laws of the Commonwealth of Massachusetts. As an absolute condition precedent to the filing of a lawsuit, Client and AA agree to employ good faith efforts to resolve the claim through personal or executive negotiation followed if necessary by mediation, in accordance with the American Arbitration Association's Industry Arbitration Rules and Mediation Procedures, or such other rules and procedures as the parties agree.

17. Installation / Alteration. AA will perform its work in a neat and workmanlike manner, and is authorized to make preparations such as drilling holes, driving nails, making attachments or taking other steps reasonably necessary in AA's sole discretion for the installation and service of the system. AA shall not be responsible for any condition created as a result of such installation, service, or removal of the system. Client represents that the owner of the premises, if other than Client, authorizes the installation of the system under the terms of the Agreement.

18. Fire Alarm Approvals. Client understands and acknowledges that all fire alarm agreements are subject to acceptance testing by the local fire departments or other authorities having jurisdiction. The authorities may require additional repairs, system changes, or device count adjustments, which will be presented to Client for approval as an Extra Work Order.

19. Delivery. AA shall not be liable for any damage or loss sustained by Client as a result of delay in delivery or installation of equipment, equipment failure, or for interruption of service. Any time estimates for services are not definite completion dates and time is not of the essence. In the event of delays, AA may request and/or be entitled to additional time and/or additional costs for, e.g., labor and parts and equipment price variations. Once parts, equipment or other materials are delivered to the premises, Client assumes all risk of loss.

20. Term of Agreement / Renewal. After the Initial Term, this agreement shall automatically renew itself from year to year unless thirty (30) days prior notice in writing of desire to terminate the Agreement is given by either party. After the initial twelve (12) months of this Agreement AA may increase AA's rates not more

AA Terms & Conditions: Page 2 of 2

than 9% in a twelve (12) month period. If the Client is more than 30 (thirty) days late with payment, AA can charge the Client late fees up to the highest rate allowed by law. In the event of cancellation for non-payment, the Client agrees to pay AA's reasonable collection costs, including attorneys' fees, in addition to any unpaid and undisputed amounts due and owing. If service is reinstated within 90 days of the cancel date, Client agrees to pay a reconnect fee if AA has disconnected the System. Non-payment of any valid invoice will be considered a breach per Section 15 of this agreement and may result in termination of all existing services.

21. Testing/Care of Equipment. Once the equipment is installed, it is in the exclusive possession and control of Client, and it is Client's sole responsibility to test the operation of the equipment and to notify AA if any equipment is in need of repair. Client agrees to test and inspect the equipment and advise AA of any defect, error or omission in the equipment. Client shall not tamper with, remove or otherwise interfere with the equipment which shall remain in the same location as installed. No apparatus or device shall be attached to or connected with the system as originally installed without AA's prior written consent. Subject to and in accordance with the Limited Warranty provided herein, AA shall perform repair or maintenance services at Client's request and at Client's expense. AA shall respond to such requests within a commercially reasonable time period. All services shall be performed during normal business hours. "On-call" or "after-hours" services may be included with some Extended Warranty options (see par. 6.) with no extra charge.

22. Systems Installed By Others. When existing on-site equipment installed by others is to be incorporated into a service agreement, AA may inspect such equipment at any time prior to service being operative. If, in its sole judgment, AA determines the equipment, wiring, or any component not to be in good operating condition, not installed to code, or not compatible with new equipment to be installed, AA will present an Extra Work Order for approval to repair or replace defective elements, and will proceed only with prior approval from Client.

23. Commencing Services. In order to commence installation, Client must supply necessary telecom connections and an electrical power source at the C.P.U./Control Panel location. In order to commence monitoring services, an Emergency Notification Call List must be received by American Alarm's Central Station. All systems will go into service after the installation invoice and/or initial service invoice is paid in full.

24. Monitoring. Upon receipt of an alarm signal, video or audio transmission from Client's security and/or fire alarm system, AA or its designee monitoring center shall make every reasonable effort to notify Client and the appropriate municipal police or fire department, depending upon the type of signal received. Fire alarms are reported to the fire department unless operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot be recalled. Not all signals or transmissions will require notification to the authorities, and Client may obtain a written response policy from AA. No emergency response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Client acknowledges that signals transmitted from Client's premises directly to municipal police or fire departments are not monitored by AA or AA's designee monitoring center, and AA cannot and does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Client acknowledges that signals and transmissions are transmitted over internet, cellular, radio frequency, telephone lines, wire, air waves, VoIP, or other modes of communication, and pass through communication networks wholly beyond the control of AA and not maintained by AA, which could cause service outages, service repair visits, and/or possible overage charges. Client agrees to furnish AA with a written call list of names and telephone numbers of those persons Client wishes to receive notification of alarm signals. Unless otherwise provided in the call list, AA will make a reasonable effort to contact the first person reached or notified on the list via telephone call, and/or if necessary, by text or email message. Two-call verification may be used, but no more than one call to the list shall be required, and any form of notification provided, including leaving a message on an answering machine, shall be deemed reasonable compliance with AA's notification obligation. All changes and revisions shall be supplied to AA in writing. Client authorizes AA to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central station to monitor video or sound, then upon receipt of an alarm signal central station shall monitor video or sound for so long as central station in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Client requests AA to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, AA shall charge an additional fee for such service. AA may, without prior notice, suspend or terminate its services, in AA's sole discretion, in the event of Client's default in performance of this agreement or in the event monitoring center facility or communication network is nonoperational or Client's alarm system is sending excessive false alarms or runaway signals. Central station 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 AA.

25. Voice Over Internet Protocol (VoIP) and Plain Old Telephone Service (POTS). Client acknowledges that POTS infrastructure is no longer considered reliable as a sole or primary communications link. Further, managed VoIP telephone services (i.e. Cableco or Telco provided) may not be as reliable as POTS used to be when it was maintained regularly, and may not transmit alarm signals at all. Unmanaged VoIP will not work at all. Client acknowledges responsibility for notifying AA before changing to VoIP. AA recommends a combination of at least two or more alternative redundant alarm signal transmission methods such as Net, Cell, Long Range Mesh Radio, and VoIP (managed) telephone as a more reliable method for monitoring.

26. Remote Access. If Client has selected remote access as part of the services to be included under the Agreement, the equipment will transmit data via Client's high speed Internet, cellular or radio communication service from remote device supplied by AA or Client's Internet or wireless connection device which is compatible with AA's remote services. AA will grant access to server permitting Client to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video cameras and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which AA has no control. The remote services server is provided either by AA or a third-party. AA shall install the cameras in a permissible location in Client's premises to permit Client viewing.

27. Wireless and Internet Access Capabilities. Client is responsible for supplying high-speed Internet access and/or wireless services at Client's premises. AA does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Client making its monthly payments for remote access to the system, AA will authorize Client access. AA is not responsible for Client's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Client to access the system. If Client is self-monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service. Required periodic cellular communicator or other telecom pathway equipment upgrades will be handled as Extra Work Orders.

28. Audio-Visual System Operation and Limitations. If Client has selected audio-visual system as part of the services to be included under the Agreement, and if video equipment is attached to a recorder, it shall not be used for any other purpose. AA shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected, AA shall store data received from Client's system for the amount of time specified in the Project Description. If audio or video devices are installed, Client has been advised to independently ascertain that the audio or video devices are used lawfully. AA has made no representations and has provided no advice regarding the use of audio or video devices, and it is Client's sole responsibility to use the camera and audio devices lawfully.

29. Cyber Security & Data Security. AA shall have no responsibility for any failure of data transmission, corruption, inability to retrieve data, unauthorized access by hacking or any other means, including without limitation through the Internet or other communication networks, and/or theft or viruses to Client's computers and system components. AA shall have no responsibility to, and shall not, monitor or view the camera data unless for repair purposes or if remote video monitoring services are selected. AA will institute good faith measures to maintain the confidentially of Client's data and shall retrieve and release same only to Client or upon Client's authorization or by legal process. AA is not responsible for the security or privacy of any wireless network system or router. Client shall be fully responsible to secure access to the system with pass codes and lock out codes. Electronic data may not be encrypted and wireless components of the alarm system may not meet advanced encryption standard specifications for encryption of electronic data established by the U.S. National Institute of Standards and Technology or any other established criteria for encryption and AA shall have no liability for access to the alarm system by others. Client acknowledges that Client's system can be compromised if the codes or devices used for access are lost or accessed by others and AA shall have no liability for such third-party access.

30. Telethermographic Devices. Client is solely responsible for meeting any and all legal obligations associated with use of a Telethermographic device, including but not limited to any obligations applicable to the classification and protection of data received by the Client (including body temperature and other information) from the use of Telethermographic devices as personal health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, each as amended, and the federal regulations promulgated thereunder. . Client acknowledges that Telethermographic devices may be prone to false readings and require frequent calibration by certified professionals. AA shall bear no responsibility for maintaining or calibrating Telethermographic devices or for any failure of a Telethermographic device sold or installed by AA.

31. Title. In the case of system purchase, title to the system does not pass to the buyer until after the equipment has been affixed permanently to the real estate and becomes part of the real estate and all amounts due under any agreement for sale and installation including the initial periodic service invoice have been paid. In the case of rental services, the equipment and system described above are at all times owned by AA.

32. Anti-Spam Notice. By providing your email address, you will receive periodic email newsletters containing information relating to your security and AA services. Each newsletter will contain an opt-out option. Your email address shall NOT be disclosed to third-parties under any circumstances. Each Party will maintain Confidential Information (as defined below) it receives from the other in confidence using commercially reasonable standards and no less care than it uses with its own information and will use and disclose such information only as contemplated by this Agreement or as authorized by the disclosing Party. Each Party will require its personnel to do likewise. "Confidential Information" means any information which has been identified or otherwise designated to show (expressly or by necessary implication) that it is confidential or proprietary to the disclosing Party or which by its nature could reasonably be understood to be confidential under the circumstances in which it is disclosed.

33. Miscellaneous. The Agreement contains the entire understanding between the Client and AA and replaces any other documents or discussions AA previously had with Client. The Agreement is not binding unless executed by both parties, and facsimile, email or copy signatures are equally binding as originals. Any and all equipment or services AA provides to Client after the date of the Agreement are subject to the terms of the Agreement, as so amended. The Agreement cannot be changed except in writing signed by both parties. The provisions of this Agreement related to limitations of liability and indemnification (including without limitation Section 9, 10 and 11) shall survive the expiration or termination of this Agreement. If any provision of the Agreement is found to be invalid, the remaining provisions shall remain effective. AA appreciates your business and looks forward to servicing your present and future integrated electronic security and life safety system needs.