

**Resolution
#2020-66
AMENDING RESOLUTIONS #2020-9**

BE IT RESOLVED, by the Borough Council of the Borough of Helmetta, that the following resolution to change the hourly rate from \$150.00 to \$160.00.

	<u>Motion</u>			<u>Recorded Vote</u>		
	<u>1st</u>	<u>2nd</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Dzingleski						
Carolan-Genthe						
Duffy						
Karczewski						
Perez						
Reid						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 1st day of April 2020.

Sandra Bohinski, RMC
Municipal Clerk

BOROUGH OF HELMETTA

RESOLUTION #2020- 67

TEMPORARY EMERGENCY APPROPRIATION #2

WHEREAS, an emergency condition has arisen in the 2020 Operating Budgets with respect to additional cost prior to the adoption of the budget, N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation, and;

WHEREAS, the total Emergency Temporary Resolutions adopted in the year 2019 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951 as amended) including this resolution totals \$452,000.00 (four hundred fifty-two thousand dollars), and;

Now, therefore, be it resolved that in accordance with N.J.S.A. 40A:4-20:

1. An Emergency Temporary Appropriation be and the same is hereby made for:

Current Fund		
Municipal Clerk		
0-01-20-120-010	Salaries & Wages	5,000.00
Administrator		
0-01-20-701-010	Salaries & Wages	5,000.00
Finance		
0-01-20-705-010	Salaries & Wages	5,000.00
Revenue Admin Tax Collector		
0-01-20-708-010	Salaries & Wages	2,000.00
Tax Assessor S&W		
0-01-20-710-010	Salaries & Wages	2,000.00
Planning Board		
0-01-21-720-020	Other Expenses	2,000.00
Health Insurance Employee		
0-01-23-733-020	Other Expenses	25,000.00
Fire Department		
0-01-25-749-020	Other Expenses	10,000.00
Animal Control		
0-01-27-788-010	Other Expenses	1,000.00
Electricity		
0-01-31-825-020	Other Expenses	5,000.00
Telephone Costs		
0-01-31-827-020	Other Expenses	5,000.00
Natural Gas		
0-01-31-829-020	Other Expenses	5,000.00
Postage		
0-01-31-831-020	Other Expenses	1,000.00
Copying		
0-01-31-832-020	Other Expenses	1,000.00

Landfill/Disposal Solid Waste		
0-01-32-837-020	Other Expenses	10,000.00
Municipal Court		
0-01-42-855-020	Salaries & Wages	4,000.00
0-01-42-855-020	Other Expenses	2,000.00
Interlocal & Shared Services		
Police Services-Spotswood		
0-01-43-746-030		133,000.00
Spotswood EMS		
0-01-43-747-020		5,000.00
Spotswood Trash Removal		
0-01-43-770-020		14,000.00
Middlesex CO Recycling		
0-01-43-786-020		10,000.00
Total Current Fund		252,000.00
Water Operating Fund		
Purchase of Water		
0-05-55-500-025		100,000.00
Total Water Fund		100,000.00
Sewer Operating Fund		
Monroe MUA Charges		
0-07-55-500-023		100,000.00
Total Sewer Fund		100,000.00
Grand Total		452,000.00

	Motion			Recorded Vote		
	1 st	2nd	Aye	Nay	Absent	Abstain
Dzingleski						
Carolan-Genthe						
Duffy						
Karczewski						
Perez						
Reid						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 1st day of April 2020.

Sandra Bohinski, RMC
Municipal Clerk

RESOLUTION
#2020-68
REFUND OF OVERPAYMENT
25 RAILROAD AVENUE

WHEREAS, the property located at 25 Railroad Avenue sewer account was overpaid

WHEREAS, at the time there was a payment made by Commonwealth Title of \$114.00 for sewer; and

WHEREAS, Commonwealth Title made a payment and erroneously sent out their check which was originally cashed and are now asking for a refund;

NOW, THEREFORE BE IT RESOLVED that a check be issues to Commonwealth Title, 64 West Main Street, Freehold, NJ 07728, in the amount of \$114.00

Motion	Recorded Vote					
	1 st	2nd	Aye	Nay	Absent	Abstain
Dzinglecki						
Carolan-Genhe						
Duffy						
Karczewski						
Perez						
Reid						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 1st day of April 2020.

Sandra Bohinski, RMC
Municipal Clerk

RESOLUTION

#2020-69

**AUTHORIZING THE BOROUGH OF HELMETTA TO ENTER INTO AN
INTERLOCAL SERVICE AGREEMENT WITH THE COUNTY OF MIDDLESEX FOR
PROVISION OF RECYCLING COLLECTION AND MARKETING SERVICES OF
DESIGNATED RECYCLABLES**

BE IT RESOLVED, that the Mayor and the Municipal Clerk are hereby authorized to sign the Recycling Collection and Marketing Services of Designated Recyclables Agreement.

	Motion			Recorded Vote		
	1 st	2nd	Aye	Nay	Absent	Abstain
Dzingleski						
Carolan-Genthe						
Duffy						
Karczewski						
Perez						
Reid						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 1st day of April 2020.

Sandra Bohinski, RMC
Municipal Clerk

RESOLUTION
#2020-70
REFUND OF RENTAL FEES TO RALPH CUSANO AND TRAVIS RETZLAFF

BE IT RESOLVED, that the Mayor and the Municipal Clerk are hereby authorized to issue a refund to Ralph Cusano in the amount of \$300.00 and Travis Retzlaff in the amount of \$150.00 due to cancellation of upcoming hall rentals.

	<u>Motion</u>			<u>Recorded Vote</u>		
	<u>1st</u>	<u>2nd</u>	<u>Avg</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Dzingleski						
Carolan-Genthe						
Duffy						
Karczewski						
Perez						
Reid						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 1st day of March 2020.

Sandra Bohinski, RMC
Municipal Clerk

RESOLUTION
#2020-71
AUTHORIZING THE BOROUGH OF HELMETTA TO SIGN SUBGRANT
AGREEMENT WITH THE COUNTY OF MIDDLESEX FOR THE CDBG FUNDS

BE IT RESOLVED, that the Mayor and the Municipal Clerk are hereby authorized to sign the subgrant for CDBG funds.

Motion	Recorded Vote					
	1 st	2 nd	Aye	Nay	Absent	Abstain
Dzingleski						
Carolan-Genhe						
Duffy						
Karczewski						
Perez						
Reid						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 1st day of March 2020.

Sandra Bohinski, RMC
Municipal Clerk

**RESOLUTION
#2020-72
PAYMENT OF BILLS**

All bills shall be paid per list.

Motion	Recorded Vote					
	1 st	2 nd	Ave	Nav.	Absent	Abstain
Dzinglecki						
Carolan-Genthe						
Duffy						
Karczewski						
Perez						
Reid						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 1st day of March 2020.

Sandra Bohinski, RMC
Municipal Clerk

P.O. Type: All
 Range: First to Last
 Format: Detail without Line Item Notes

Open: N
 Rcvd: Y
 Bid: Y

Paid: N
 Held: Y
 State: Y

Void: N
 Agrv: N
 Other: Y
 Exempt: Y

PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice
19-01482	12/16/19	NEW JERSEY FIRE EQUIPMENT CO.									
		1 SCOTTF931092267 4500 PSI	1,148.85	9-01-25-749-020		B FIRE DEPARTMENT OE	R		12/16/19	03/27/20	
20-00080	02/04/20	NIKE'S TIRE AND AUTO									
		1 REPLACE WATER PUMP	486.18	0-01-22-725-020		B UNIFORM CONSTRUCTION CODE OE	R		02/20/20	03/27/20	
20-00092	02/11/20	HOME DEPOT									
		1 PURPLE BULB	5.97	0-01-26-772-020		B BUILDINGS & GROUNDS OE	R		02/11/20	03/27/20	
		2 PURPLE FLOOD BULBS	15.94	0-01-26-772-020		B BUILDINGS & GROUNDS OE	R		02/11/20	03/27/20	
			21.91								
20-00094	02/11/20	AMERTIO10 AMERICAN BITUMINOUS									
		1 COLD PATCH	508.50	0-01-26-765-020		B STREETS & ROADS OE	R		02/11/20	03/27/20	
20-00095	02/11/20	BETTER LIVING									
		1 THERMOSTAT KEYS MADE	7.45	0-01-26-772-020		B BUILDINGS & GROUNDS OE	R		02/11/20	03/27/20	
20-00099	02/12/20	BETTER LIVING									
		1 ZIPLOC BAGS FOR WATER SAMPLES	7.58	0-05-55-500-021		B WATER OPERATING OE	R		02/12/20	03/27/20	
20-00100	02/12/20	AUTODOME STORES LLC									
		1 BATTERY FOR VAN #41	248.84	0-01-26-315-020		B VEHICLE MAINT-PUBLIC WORKS	R		02/12/20	03/27/20	
20-00115	02/19/20	JAMES005 JAME STORAGE CONTAINERS LLC									
		1 40' CONTAINER	1,750.00	0-01-26-772-020		B BUILDINGS & GROUNDS OE	R		02/19/20	03/27/20	
		2 DELIVERY	350.00	0-01-26-772-020		B BUILDINGS & GROUNDS OE	R		02/19/20	03/27/20	
			2,100.00								
20-00116	02/19/20	PRECISION ANALYTICAL SVCS, INC									
		1 JANUARY SAMPLE ANALYSIS	262.00	0-05-55-500-021		B WATER OPERATING OE	R		02/19/20	03/27/20	
20-00117	02/19/20	CIRCLE JANITORIAL SUPPLIES									
		1 55 GALLON BAGS	29.50	0-01-26-772-020		B BUILDINGS & GROUNDS OE	R		02/19/20	03/27/20	
		2 NEUTRAL FLOOR CLEANER (4GAL)	39.95	0-01-26-772-020		B BUILDINGS & GROUNDS OE	R		02/19/20	03/27/20	

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract #	PO Type	Acct Type Description	Stat./Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
20-00117	02/19/20	CEROL	CIRCLE JANITORIAL SUPPLIES		Continued								
			3 33 GALLON BAGS	27.50	0-01-26-772-020			B BUILDINGS & GROUNDS OE	R	02/19/20	03/27/20		
				96.95									
20-00120	02/19/20	MED10	MIDDLESEX WELDING SALES, INC.										
			1 WELDING TANKS RENTAL	109.10	0-01-26-765-020			B STREETS & ROADS OE	R	02/19/20	03/27/20		
20-00121	02/21/20	AUTOC205	AUTOCOME STORES LLC										
			1 BATTERIES FOR 2015 F350	271.68	0-01-26-315-020			B VEHICLE MAINT-PUBLIC WORKS	R	02/21/20	03/27/20		
			2 CORES	36.00	0-01-26-315-020			B VEHICLE MAINT-PUBLIC WORKS	R	02/21/20	03/27/20		
			3 10FT BLACK CONDUIT	6.33	0-01-26-315-020			B VEHICLE MAINT-PUBLIC WORKS	R	02/21/20	03/27/20		
				314.01									
20-00122	02/21/20	HOME DEPOT											
			1 MORTAR	18.90	0-01-26-765-020			B STREETS & ROADS OE	R	02/21/20	03/27/20		
			2 CONCRETE	9.30	0-01-26-765-020			B STREETS & ROADS OE	R	02/21/20	03/27/20		
			3 SMALL MORTAR TUBE	5.97	0-01-26-765-020			B STREETS & ROADS OE	R	02/21/20	03/27/20		
			4 4 PK LED BULBS FOR EXTERIOR	34.76	0-01-26-772-020			B BUILDINGS & GROUNDS OE	R	02/21/20	03/27/20		
			5 2 PC DRILL SET	229.00	0-01-26-772-020			B BUILDINGS & GROUNDS OE	R	02/21/20	03/27/20		
			6 LED 4FT TUBES INTERIOR SHOP	293.76	0-01-26-772-020			B BUILDINGS & GROUNDS OE	R	02/21/20	03/27/20		
			7 SONATUBE FOR BOROUGH HALL	13.15	0-01-26-772-020			B BUILDINGS & GROUNDS OE	R	02/21/20	03/27/20		
				604.84									
20-00124	02/24/20	CLA01	CLARKIN & VIGNOLO, P.C.										
			1 1ST QUARTER RETAINER	1,062.50	0-01-21-720-020			B PLANNING BOARD OE	R	02/24/20	03/27/20		
20-00134	03/02/20	USABLO05	USA BLUE BOOK										
			1 VALVE BOX KEY 8"	74.95	0-01-26-765-020			B STREETS & ROADS OE	R	03/02/20	03/27/20		
			2 FREIGHT	40.00	0-01-26-765-020			B STREETS & ROADS OE	R	03/02/20	03/27/20		
			3 D-GRIP HANDLE, COMPACT SHOVEL	57.95	0-01-26-765-020			B STREETS & ROADS OE	R	03/02/20	03/27/20		
			4 ROUND POINT SHOVEL	56.95	0-01-26-765-020			B STREETS & ROADS OE	R	03/02/20	03/27/20		
			5 SQUARE BLADE SHOVEL	57.95	0-01-26-765-020			B STREETS & ROADS OE	R	03/02/20	03/27/20		
			6 D-HANDLE ROUND BLADE SHOVEL	56.95	0-01-26-765-020			B STREETS & ROADS OE	R	03/02/20	03/27/20		
			7 D-HANDLE SQUARE BLADE SHOVEL	52.35	0-01-26-765-020			B STREETS & ROADS OE	R	03/02/20	03/27/20		
				397.70									
20-00140	03/05/20	ONE2	ONE CALL CONCEPTS, INC.										
			1 REGULAR LOCATES-FEBRUARY	28.56	0-01-26-765-020			B STREETS & ROADS OE	R	03/05/20	03/27/20		

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type Acct Type Description	Stat/Chk	Enc Date	First Rcvd Enc Date	Chk/Void Date	Invoice
20-00143	03/05/20	CIR01	CIRCLE JANITORIAL SUPPLIES								
			1 C-FOLD TOWEL	21.50	0-01-26-772-020	B BUILDINGS & GROUNDS OE	A	03/05/20	03/27/20		
			2 STAINLESS STEEL CLEANER	23.97	0-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/05/20	03/27/20		
				45.47							
20-00144	03/05/20	00604005	Dog Waste Depot								
			1 DOG WASTE BAGS	132.99	0-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/05/20	03/27/20		
			2 TARIFF	11.84	0-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/05/20	03/27/20		
				144.83							
20-00154	03/11/20	ROS02	THOMAS C. ROSELLI, ESQ.								
			1 PUBLIC DEFENDER-MARCH	300.00	0-01-20-712-020	B LEGAL SERVICES OE	R	03/11/20	03/27/20		
20-00155	03/11/20	KEL50005	KELSO & BURGESS								
			1 COURT SESSION 3/10/2020	400.00	0-01-25-757-020	B MUNICIPAL PROSECUTOR OE	R	03/11/20	03/27/20		
20-00157	03/12/20	BET01	BETTER LIVING								
			1 5 OUTLET ADAPTER	13.49	0-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/12/20	03/27/20		
			2 100FT EXT CORD	38.99	0-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/12/20	03/27/20		
				52.48							
20-00159	03/25/20	MIDJ005	MID JERSEY MUNICIPAL IIF								
			1 3RD INSTALLMENT	4,864.44	0-01-23-730-020	B LIABILITY INSURANCE	R	03/25/20	03/27/20		
			2 3RD INSTALLMENT	5,500.00	0-01-23-732-020	B WORKER'S COMP INSURANCE	R	03/25/20	03/27/20		
			3 3RD INSTALLMENT	5,754.78	0-05-55-500-021	B WATER OPERATING OE	R	03/25/20	03/27/20		
			4 3RD INSTALLMENT	5,754.78	0-07-55-500-021	B SEWER OPERATING OE	R	03/25/20	03/27/20		
				21,874.00							
20-00170	03/25/20	ACT01	ACTION DATA SVC, INC								
			1 PAYROLL INVOICE #67887	52.12	0-01-20-705-021	B FINANCE OE	R	03/25/20	03/27/20		
			2 PAYROLL INVOICE #67887	17.37	0-05-55-500-021	B WATER OPERATING OE	R	03/25/20	03/27/20		
			3 PAYROLL INVOICE #67887	17.38	0-07-55-500-021	B SEWER OPERATING OE	R	03/25/20	03/27/20		
				86.87							
20-00171	03/25/20	MON06	MONROE TOWNSHIP UTILITY DEPT.								
			1 FIRE HYDRANT- ACCT# 13052-0	100.00	0-05-55-500-021	B WATER OPERATING OE	R	03/25/20	03/27/20		
20-00172	03/25/20	COM6825	COMCAST								
			1 ACCT# 8499 05 248 0016825	89.90	0-01-26-772-020	B BUILDINGS & GROUNDS OE	R	03/25/20	03/27/20		

PO #	PO date	Vendor	Item Description	Amount	Charge Account	Acct Type Description	Contract PO Type	Stat/Chk	Enc date	First Rcvd date	Chk/Void date	Invoice
20-00173	03/25/20	ACT01	ACTION DATA SVC, INC									
			1 PAYROLL INVOICE# 67960	63.73	0-01-20-705-021	B FINANCE OE		R	03/25/20	03/27/20		
			2 PAYROLL INVOICE# 67960	21.24	0-05-55-500-021	B WATER OPERATING OE		R	03/25/20	03/27/20		
			3 PAYROLL INVOICE# 67960	21.25	0-07-55-500-021	B SEWER OPERATING OE		R	03/25/20	03/27/20		
				106.22								
20-00175	03/25/20	JCP01	JCP&L									
			1 ACCT# 100 117 346 864	197.24	0-01-31-825-020	B ELECTRICITY		R	03/25/20	03/27/20		
20-00176	03/25/20	MC101	Middlesex Cty Improvement Auth									
			1 SINGLE FAMILY HOUSEHOLD	1,259.26	0-01-43-786-020	B MIDDLESEX CO RECYCLING PROGRAM		R	03/25/20	03/27/20		
			2 BRUSH TO CITY/MUNICIPAL SITE	76.94	0-01-43-786-020	B MIDDLESEX CO RECYCLING PROGRAM		R	03/25/20	03/27/20		
				1,336.20								
20-00177	03/25/20	VER02	VERIZON WIRELESS									
			1 CELL PHONE	71.47	0-01-26-765-020	B STREETS & ROADS OE		R	03/25/20	03/27/20		
20-00181	03/27/20	PSE01	PSEG CO									
			1 ACCT# 7242370507	234.18	0-01-31-829-020	B NATURAL GAS		R	03/27/20	03/27/20		
			2 ACCT# 6974157703	350.50	0-01-31-829-020	B NATURAL GAS		R	03/27/20	03/27/20		
				584.68								
20-00182	03/27/20	STA01	STATE OF NJ - PMT									
			1 1QTR2020 WATER TAX	259.40	0-05-55-500-025	B PURCHASE OF WATER		R	03/27/20	03/27/20		
20-00183	03/27/20	SP006	SPOTSWOOD BOARD OF EDUCATION									
			1 APRIL 2020 SCHOOL TAX LEVY	287,887.33	0-01-55-001-288	B SCHOOL TAXES PAYABLE		R	03/27/20	03/27/20		
20-00184	03/27/20	STA17	STAR2STAR COMMUNICATIONS									
			1 TELEPHONE-MARCH (PO)	199.62	0-01-31-827-020	B TELEPHONE COSTS		R	03/27/20	03/27/20		
			2 TELEPHONE-MARCH (PO)	226.20	0-01-31-827-020	B TELEPHONE COSTS		R	03/27/20	03/27/20		
			3 TELEPHONE-MARCH (MUNICIPAL)	339.21	0-01-31-827-020	B TELEPHONE COSTS		R	03/27/20	03/27/20		
				765.03								
20-00185	03/27/20	AWA20005	AMAZON CAPITAL SERVICES									
			1 INVOICE# 3L63-1VF9-G1CQ	10.40	0-01-26-772-020	B BUILDINGS & GROUNDS OE		R	03/27/20	03/27/20		

Total Purchase Orders: 34 Total P.O. Line Items: 66 Total List Amount: 321,716.49 Total Void Amount: 0.00

PO #	PO Date	Vendor	Amount	Charge Account	Acct Type	Contract	PO Type	Stat./Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
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Totals by Year-Fund Fund Description	Fund	Budget Acvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	308,351.86	0.00	308,351.86	0.00	0.00	308,351.86
WATER OPERATING FUND	0-05	6,422.37	0.00	6,422.37	0.00	0.00	6,422.37
SEWER OPERATING FUND	0-07	5,793.41	0.00	5,793.41	0.00	0.00	5,793.41
Year Total:		320,567.64	0.00	320,567.64	0.00	0.00	320,567.64
CURRENT FUND	9-01	1,148.85	0.00	1,148.85	0.00	0.00	1,148.85
Total of All Funds:		321,716.49	0.00	321,716.49	0.00	0.00	321,716.49

**RESOLUTION
#2020-74**

RENEWAL OF CONTRACT WITH ENCON SERVICE COMPANY

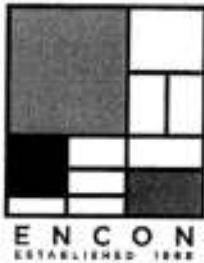
BE IT RESOLVED, by the Governing body of the Borough of Helmetta, that the contract with Encon Service Company is hereby renewed and the Mayor is hereby authorized to execute the contract.

Motion	Recorded Vote					
	1 st	2nd	Aye	Nay	Absent	Abstain
Dzinglecki						
Carolan-Genthe						
Duffy						
Karczewski						
Perez						
Reid						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, do hereby certify that the foregoing resolution was duly adopted by the Borough Council of the Borough of Helmetta at a meeting held on the 1st day of April 2020.

Sandra Bohinski, RMC
Municipal Clerk



PO Box 2293
Ocean Twp, NJ 07712
P 732-922-1305 • F 732-922-0745

www.enconmech.com
Master HVACR Contractor David Indursky
Lic# 19HC00355000

HEATING AND AIR CONDITIONING MAINTENANCE AGREEMENT

This agreement is between ENCON and

Billing Name	<u>Helmetta Township</u>	Contact Name:	<u>Matthew Crane</u>
Billing Address:	<u>51 Main Street</u>	Telephone No.	<u>732-521-4946</u>
	<u>Helmetta, NJ 08828</u>	Fax No.	<u></u>
		Email:	<u>m.crane@helmettaboro.com</u>

ENCON agrees to furnish seasonal maintenance as listed in accordance with the General and Supplemental Terms and Conditions of each Maintenance Schedule.

Full Service Preventive Maintenance

The term of this contract is **2 years** commencing on 05-01-20 and ending on 04-30-22.
This contract includes the following services as detailed under Services to be Performed

- Full service labor and parts replacement
- Digital control services
- All filters to be high efficiency pleated
- Filters 2 times per year
- Belts and lubricants 1 time per year
- Seasonal maintenance services 2 times per year

Work herein described shall be performed at one or more of the following locations shown:

Service Location: The Community Center
Service Address: _____

SERVICES TO BE PERFORMED

ENCON agrees to make 2 scheduled inspections per year having a qualified technician perform the services listed below and marked with an "X".

ENCON will notify purchaser of any abnormalities or problem conditions related to the equipment which is uncovered during inspection.

ENCON will also make recommendations designed to increase the efficiency and prevent breakdown of equipment.

AIR CONDITIONING, REFRIGERATION AND AIR HANDLING SYSTEMS

Roof Top Package Split Air Handler

1. Check refrigerant charge and oil level
2. Meg compressor/motors (above 10 H.P.) Once a year
3. Check evaporator and condenser coils for cleanliness
4. Check sight glass moisture indicator if applicable
5. Check and record refrigerant subcooling and super heat
6. Check and record air temperature entering and leaving the Evaporator or chilled water coil.
7. Check crankcase heater operation
8. Check and record compressor voltage and amperage
9. Inspect condenser and evaporator coils for heat transfer loss
10. Lubricate motor and fan bearings
11. Check drives, align and adjust belts or couplings
12. Check rotation of fans
13. Clean "P" traps of condensate drain
14. Check contacts on all contactors
15. Check amps on all fan motors and compressors
16. Check operation of unit and all controls including economizer
17. Check all thermostats and time clocks
18. Check electrical wiring for evidence of overheating
19. Inspect blower wheels and fans to assure proper air delivery
20. Inspect belts, bearings and sheaves and adjust as required
21. Air filters will be replaced 2 times per year

CHILLERS

AIRCOOLED WATERCOOLED

1. Take oil sample and have analyzed for acid, moisture and wear metals content
2. Depending on oil analysis make recommendations, to furnish new compressor oil, filter, crankcase gaskets, freon, driers and other refrigerant parts as required.
3. Check compressor crankcase heater operation
4. Thoroughly leak check unit and repair any minor leaks
5. Check and calibrate compressor safety controls
6. Check and calibrate compressor operating controls
7. Meg ohm test compressor motor and record readings
8. Check condition of relays, timers and contactors
9. Inspect compressor motor starter contacts for wear and pitting
10. Tighten all compressor motor starter electrical terminals
11. Check flow switch and external interlocks
12. Remove and clean closed system pressure reducing valve strainer
13. Inspect and lubricate all pumps and motors which are located in mechanical room
14. Remove dirt or grease build up on exterior of chiller
15. Remove condenser head and brush clean condenser or pressure wash air cooled condenser as required
16. Check anti-freeze

WATER PUMPS

Condenser Chilled Hot

1. Lubricate motor and pump bearings
2. Clean line strainers
3. Check pressure gauges
4. Check packing glands
5. Check mechanical seals
6. Check alignment

EXHAUST FANS

1. Lubricate Motor
2. Check Belts and pulleys

HUMIDIFIERS

1. Change pad
2. Drain & Clean

COOLING TOWER

1. Lubricate fan and motor bearings
2. Replace belts if required
3. Check rotation of fans
4. Clean spray nozzles if required
5. Adjust float if required
6. Check electric heaters if used
7. Clean strainer
8. Drain sump and basin
9. Check operation of fan
10. Water treatment service
 - Material included
 - Material extra
11. Drain and winterize cooling tower

HEATING SYSTEMS

OIL BURNERS

1. Clean/replace nozzle
2. Replace oil filter
3. Adjust electrodes
4. Check ignition wires
5. Check oil pump pressure
6. Clean cad cell or photo cell
7. Check oil pump seal for leaks
8. Check heat exchanger for blockage
9. Check and adjust draft regulator
10. Perform combustion test

GAS FURNACE

1. Clean burners
2. Check for gas leaks in furnace
3. Check and adjust pilot assembly
4. Check and adjust all controls
5. Check operation of safety controls
6. Adjust burner for efficient operation
7. Check furnace operation
8. Check thermocouple
9. Check heat exchanger

BOILERS

1. Check boiler water level
2. Check all high limit controls
3. Check all safety controls
4. Check all opening controls
5. Check relief valve operation
6. Check and record entering and leaving water temperatures
7. Check and record all associated pressures
8. Visually inspect all valves and piping in mechanical room for corrosion and deterioration.
9. Check low water cut-off
10. Check expansion tank for proper air cushions
11. Inspect all fresh air vents to assure proper combustion air to boiler
12. Lubricate pumps and motors in mechanical room per manufacturer's recommendations
13. Check for proper water make-up
14. Check and adjust condensate return pump

WATER TREATMENT

1. Boilers
2. Cooling Towers
3. Chillers

SCHEDULE 'B'
EQUIPMENT-INSPECTION FREQUENCY

MANUFACTURER	EQUIPMENT	MODEL	SERIAL	BELT CHNGS	FLTR CHNGS PER YR	INSPECT PER YEAR	AREA SERVED
CARRIER	FURNACE	595C2C048S141110	4714A55072	N/A	2	2	
CARRIER	FURNACE	595C2C060S171116	3314A46982	N/A	2	2	
CARRIER	FURNACE	595C2C060S171116	4414A50744	N/A	2	2	
CARRIER	FURNACE	595C2C060S171116	4614A48184	N/A	2	2	
CARRIER	CONDENSOR	CA13NA048-C	1115X76906	N/A	N/A	2	
CARRIER	CONDENSOR	CA13NA048-C	0915X69742	N/A	N/A	2	
CARRIER	CONDENSOR	CA13NA048-C	1115X76907	N/A	N/A	2	
CARRIER	CONDENSOR	CA13NA030-A	1015X75213	N/A	N/A	2	
FANTECH	HEAT RECOVERY UNIT	SHR1504	3 UNITS	N/A	variable	2	

Schedule Complete

See Addendum

1. This agreement specifically includes 2 seasonal checks. Upon completion of each, ENCON will provide you with a comprehensive inspection report listing work performed, defects found, corrective action taken and recommendations.
2. This agreement provides 1 cooling inspection and 1 heating inspection per year.
3. For applicable parts and labor, the company will provide a discounted rate.

For the 1st 1/2 hour, your labor rate is \$106.00. In the event multiple calls are received for the same facility, the 1st 1/2 hour charge will be applied to the first call only.
Without an agreement this rate would be \$175.00
For each additional hour your labor rate is \$106.00
Without an agreement this rate would be \$175.00

4. This agreement provides priority service. ENCON will respond to your request for emergency service before providing service to any customer who does not have a service agreement.
5. ENCON shall maintain your equipment to keep utility and repair costs as low as possible, while preserving equipment and reliability. Occupant comfort will always be a primary consideration.
6. All work shall be performed during normal working hours. Normal working hours are defined as being between 8:00 am and 5:00 pm, Monday through Friday, except holidays. **Emergency service will be provided at other than normal working hours at your request.**

From 6:00 am until 8:00am and from 5:00 pm until 8:00 pm Monday through Friday and all day Saturday, 1-1/2 times your billable rate.

Between 8:00 pm and 6:00 am Monday through Saturday and all Sundays and holidays, 2 times your billable rate. These rates reflect a discounted rate from ENCON'S prevailing rates. The rate quoted herein is guaranteed for one year until contract anniversary date.

OTHER SERVICES

DIRECT DIGITAL CONTROL SERVICES- N/A

This paragraph is applicable for systems with Direct Digital Control System with either dial up or internet access where you have elected not to enter into a separate Digital Control Service contract. Although you have elected not to purchase a Digital Service contract you are entitled to the following digital control services.

Scheduling changes requested by occupants, minor adjustments in set points, and set point limits as described below.

Scheduling changes must be specific and submitted to us by e-mail. After the changes are made we will send an e-mail confirmation with changes made. To assure sufficient time we require 2 working days notice.

Service Calls:

When you advise us of a service problem, we will check the system remotely to determine if a technician is required on site. There will be no charge for this, however, if we can resolve the issue remotely, we will do so and bill you at the contract rate for a control technician for a minimum of 30 minutes and thereafter in 15 minute increments.

Should an Encon service technician be required onsite, he will be dispatched and billed at the contract rate. The onsite technician can often minimize his time on site and consequently your costs through the use of remote support. If this is the case, we will bill you for that remote support for a minimum of 30 minutes and thereafter in 15 minute increments at the contract billable rates, which will be noted on the technicians work order.

The customer agrees to provide, at his cost, 24-hour/day telephone or internet accesses to the digital control system.

OTHER SERVICES TO BE PERFORMED

A check mark in the box will indicate that the item is covered

1. Semi annual adjustment of clock/timing devices
2. Evaporator coil cleaning
3. Condenser coil cleaning
4. Punching of boiler tubes
5. Punching of chilled water tubes
6. Punching of condenser water tubes
7. Disposal of hazardous material
8. Perform combustion
Check & testing
9. Variable Air Volume Equipment _____ Boxes
10. Pneumatic Controls
11. Painting and rust proofing of external components

FULL SERVICE LABOR & PARTS SUPPLEMENT

A check mark in the box will indicate that the item is covered

1. Labor on defective parts at no additional cost except compressor & heating exchangers
2. Furnish all defective parts except compressors & heating exchangers
3. Furnish labor & misc. material on compressors at no additional cost
4. Furnish compressor at no additional cost
5. Furnish labor & misc. material on heat exchangers at no additional cost
6. Furnish heat exchanger at no additional cost

Notes:

1. Included labor is for normal hours as defined in this contract. Labor outside of normal working hours will be billed at the overtime rates as stated in this contract.
2. Non-maintainable items such as unit frames, condenser coils, evaporator coils, inter-connecting piping, heat exchangers, suction line accumulators, etc., are not included unless specifically indicated. Leaks resulting from failures of any of the above non-maintainable components are not covered.
3. This supplement does not insure against equipment obsolescence or warrantee replacement of any parts no longer manufactured and supplied by equipment manufacturers.

GENERAL TERMS & CONDITIONS

1. ENCON agrees to provide a comprehensive maintenance program designed to reduce your utility and repair costs, after any existing defects are corrected.
 2. You agree to furnish safe, reasonable access to the building and covered equipment. If required you will remove any material, fixtures or walls so adequate access can be gained to the equipment.
 3. This agreement does not include the maintenance, repair or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines or non-moving parts such as ductwork, vessels, boiler shells, sds, vents, flues, grilles, trower fill or refractory material. ENCON shall not be required to furnish any equipment, service materials or to perform tests, or make any modifications that have been recommended or required by any insurance company, governmental authority, equipment vendor or regulatory authority, or pay any future taxes imposed by any governmental agency.
 4. ENCON shall not be liable for:
 - (a) damage or loss resulting from freezing, corrosion, electrolysis, vibrations, plumbing stoppage, failure of any utility service, including oil tanks and oil system supply pumps, low voltage condition, lightning, single phasing or other electrical abnormalities.
 - (b) damage or loss resulting from negligence, faulty system design, abuse, acts of God, malicious mischief, vandalism or improper operation of equipment by your employees, agents or tenants.
 - (c) damage, loss, or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civic commotion or any other cause beyond its control.
 - (d) any accident, injury, damage, or loss to equipment, personnel, property, or revenue unless directly caused by our negligence.
 - (e) any indirect or consequential damages such as, but not limited to, loss of revenue or loss of use of any equipment, processes or facilities.
 - (f) Any identification, abatement, encapsulation or removal of any hazardous materials including those containing asbestos. If any hazardous materials are detected during the course of work ENCON can discontinue the work until the hazard has been eliminated and shall receive an extension equal to the time of delay to complete the work. ENCON reserves the right to be compensated for any loss due to a delay caused by asbestos or any other hazardous material.
 5. Unless otherwise noted, ENCON shall not be liable for starting and stopping equipment, space temperature regulation, air or water balance, indoor air quality, equipment relocation, maintenance or repair.
 6. ENCON shall use ordinary care in performing the tasks outlined in this agreement. No imposition shall guarantee the condition of the equipment or eliminate obsolescence and normal wear.
 7. The occurrence of any of the following without the prior written consent of ENCON will constitute a default:
 - (a) failure by you to make any payment due within ten days after it becomes due and payable,
 - (b) any alterations, additions, adjustments or repairs to covered equipment by anyone other than ENCON
 - (c) breach by you of any terms of this agreement. If ENCON brings legal action to enforce this Agreement and is successful, it shall be entitled to recover reasonable attorney fees and the cost of litigation in addition to any judgement for damages.
- (d) any damage resulting from electrical failures external to the unit and fuel delivery system failures. (Fuel delivery systems are not covered under this contract unless specifically noted)
8. This agreement begins on the date of acceptance and shall remain in force for the term stated. Thereafter, it shall continue in effect for successive renewal periods of one year unless either party gives the other written notice of termination at least 30 days before the anniversary date. With 30 days written notice, ENCON may add or delete equipment or services and increase or reduce the agreement price. You shall have the right to terminate if any changes are not acceptable.
 9. The Agreement contains the entire understanding between ENCON and you. Any modifications, amendments or changes must be in writing and signed by both parties.
 10. All permanent type air filters supplied by ENCON will remain the property of ENCON.
 11. We will make every effort to perform emergency service calls within 24 hours of receipt of call.
 12. You shall operate the equipment in accordance with the manufacturers recommendations and promptly notify ENCON of any abnormal conditions.

REFRIGERENT (CFC, HCFC) HANDLING

Section 608, Title VI of the 1990 Amendment to the Clean Air Act contains the National Recycling and Emission Reduction Program, which regulates the use and disposal of substances, including CFC's and HCFC's, that are harmful to the environment.

All ENCON procedures and techniques are designed and implemented in support of all federal state and local laws and the objectives of this program:

To reduce the use and emissions of such substances to the lowest Achievable levels.

Maximize the recapture and recycling of such substances.

No individual may knowingly vent or otherwise knowingly release or dispose of any substance used as a refrigerant in such a manner which permits such substance to enter the environment.

Under no conditions will ENCON knowingly partake in any practice outside of those in support of all federal, state, and local laws.

Fines and fees for violating these provisions range from significant fines to prison terms.

ENCON's corporate policy mandates reporting any violations to the Environmental Protection Agency.

All costs associated with any refrigerant handling work including, but not limited to, labor, materials, hazardous material, handling charges, equipment usage, etc. will be billed to and paid for by Purchaser in accordance with ENCON's pricing policies in effect.

ENCON's limited warranty does not cover any work associated with refrigerant handling.

CONTRACT PRICE:

The agreed contract price is \$1,100.00 TAX EXEMPT

Please choose your preferred method of payment by checking the appropriate box below.

The contract price shall be payable:

Annually @ \$1,100.00

Bi-Annually @ \$550.00

Customer Acceptance: Community Center

Signature _____

(Type or Print name of signer)

Title _____

Acceptance Date _____

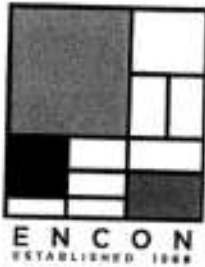
Encon Approval

Signature Frank Abate

Frank Abate
Service Account Manager

Acceptance Date _____

NOTE: All necessary minor repairs up to \$500.00 will be completed by ENCON without further authorization.



PO Box 2293
 Ocean Twp, NJ 07712
 P 732-922-1305 • F 732-922-0745

www.enconmech.com
 Master HVACR Contractor David Indursky
 Lic# 19HC00355000

HEATING AND AIR CONDITIONING MAINTENANCE AGREEMENT

This agreement is between ENCON and

Billing Name: Helmetta Township
 Billing Address: 51 Main Street
Helmetta, NJ 08828

Contact Name: Matthew Crane
 Telephone No. 732-521-4946
 Fax No. _____
 Email: m.crane@helmettaboro.com

ENCON agrees to furnish seasonal maintenance as listed in accordance with the General and Supplemental Terms and Conditions of each Maintenance Schedule.

- Full Service Preventive Maintenance

The term of this contract is **2 years** commencing on 05-01-20 and ending on 04-30-22.
 This contract includes the following services as detailed under Services to be Performed

- Seasonal Maintenance Schedule
- Full service labor and parts replacement
 - Digital control services
 - All filters to be high efficiency pleated
 - Filters 2 times per year
 - Belts and lubricants 1 time per year
 - Seasonal maintenance services 2 times per year

Work herein described shall be performed at one or more of the following locations shown:

Service Location: The Municipal Building
 Service Address: _____

SERVICES TO BE PERFORMED

ENCON agrees to make 2 scheduled inspections per year having a qualified technician perform the services listed below and marked with an "X".

ENCON will notify purchaser of any abnormalities or problem conditions related to the equipment which is uncovered during inspection.

ENCON will also make recommendations designed to increase the efficiency and prevent breakdown of equipment.

AIR CONDITIONING, REFRIGERATION AND AIR HANDLING SYSTEMS

Roof Top Package Split Air Handler

1. Check refrigerant charge and oil level
2. Meg compressor/motors (above 10 H.P.) Once a year
3. Check evaporator and condenser coils for cleanliness
4. Check sight glass moisture indicator if applicable
5. Check and record refrigerant subcooling and super heat
6. Check and record air temperature entering and leaving the Evaporator or chilled water coil.
7. Check crankcase heater operation
8. Check and record compressor voltage and amperage
9. Inspect condenser and evaporator coils for heat transfer loss
10. Lubricate motor and fan bearings
11. Check drives, align and adjust belts or couplings
12. Check rotation of fans
13. Clean "P" traps of condensate drain
14. Check contacts on all contactors
15. Check amps on all fan motors and compressors
16. Check operation of unit and all controls including economizer
17. Check all thermostats and time clocks
18. Check electrical wiring for evidence of overheating
19. Inspect blower wheels and fans to assure proper air delivery
20. Inspect belts, bearings and sheaves and adjust as required
21. Air filters will be replaced 2 times per year

CHILLERS

AIRCOOLED WATERCOOLED

1. Take oil sample and have analyzed for acid, moisture and wear metals content
2. Depending on oil analysis make recommendations, to furnish new compressor oil, filter, crankcase gaskets, freon, driers and other refrigerant parts as required.
3. Check compressor crankcase heater operation
4. Thoroughly leak check unit and repair any minor leaks
5. Check and calibrate compressor safety controls
6. Check and calibrate compressor operating controls
7. Meg ohm test compressor motor and record readings
8. Check condition of relays, timers and contactors
9. Inspect compressor motor starter contacts for wear and pitting
10. Tighten all compressor motor starter electrical terminals
11. Check flow switch and external interlocks
12. Remove and clean closed system pressure reducing valve strainer
13. Inspect and lubricate all pumps and motors which are located in mechanical room
14. Remove dirt or grease build up on exterior of chiller
15. Remove condenser head and brush clean condenser or pressure wash air cooled condenser as required
16. Check anti-freeze

WATER PUMPS

Condenser Chilled Hot

1. Lubricate motor and pump bearings
2. Clean line strainers
3. Check pressure gauges
4. Check packing glands
5. Check mechanical seals
6. Check alignment

EXHAUST FANS

1. Lubricate Motor
2. Check Belts and pulleys

HUMIDIFIERS

1. Change pad
2. Drain & Clean

COOLING TOWER

1. Lubricate fan and motor bearings
2. Replace belts if required
3. Check rotation of fans
4. Clean spray nozzles if required
5. Adjust float if required
6. Check electric heaters if used
7. Clean strainer
8. Drain sump and basin
9. Check operation of fan
10. Water treatment service
 - Material included
 - Material extra
11. Drain and winterize cooling tower

HEATING SYSTEMS

OIL BURNERS

1. Clean/replace nozzle
2. Replace oil filter
3. Adjust electrodes
4. Check ignition wires
5. Check oil pump pressure
6. Clean cad cell or photo cell
7. Check oil pump seal for leaks
8. Check heat exchanger for blockage
9. Check and adjust draft regulator
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GAS FURNACE

1. Clean burners
2. Check for gas leaks in furnace
3. Check and adjust pilot assembly
4. Check and adjust all controls
5. Check operation of safety controls
6. Adjust burner for efficient operation
7. Check furnace operation
8. Check thermocouple
9. Check heat exchanger

BOILERS

1. Check boiler water level
2. Check all high limit controls
3. Check all safety controls
4. Check all operating controls
5. Check relief valve operation
6. Check and record entering and leaving water temperatures
7. Check and record all associated pressures
8. Visually inspect all valves and piping in mechanical room for corrosion and deterioration.
9. Check low water cut-off
10. Check expansion tank for proper air cushions
11. Inspect all fresh air vents to assure proper Combustion air to boiler
12. Lubricate pumps and motors in mechanical room per manufacturer's recommendations
13. Check for proper water make-up
14. Check and adjust condensate return pump

WATER TREATMENT

1. Boilers
2. Cooling Towers
3. Chillers

SCHEDULE 'B'
EQUIPMENT-INSPECTION FREQUENCY

MANUFACTURER	EQUIPMENT	MODEL	SERIAL	BELT CHNGS	FLTR CHNGS PER YR	INSPECT PER YEAR	AREA SERVED

Schedule Complete See Addendum

- This agreement specifically includes 2 seasonal checks. Upon completion of each, ENCON will provide you with a comprehensive inspection report listing work performed, defects found, corrective action taken and recommendations.
- This agreement provides 1 cooling inspection and 1 heating inspection per year.
- For applicable parts and labor, the company will provide a discounted rate.

 For the 1st ½ hour, your labor rate is \$106.00. In the event multiple calls are received for the same facility, the 1st ½ hour charge will be applied to the first call only.
 Without an agreement this rate would be \$175.00
 For each additional hour your labor rate is \$106.00
 Without an agreement this rate would be \$175.00
- This agreement provides priority service. ENCON will respond to your request for emergency service before providing service to any customer who does not have a service agreement.
- ENCON shall maintain your equipment to keep utility and repair costs as low as possible, while preserving equipment and reliability. Occupant comfort will always be a primary consideration.
- All work shall be performed during normal working hours. Normal working hours are defined as being between 8:00 am and 5:00 pm, Monday through Friday, except holidays. **Emergency service will be provided at other than normal working hours at your request.**

From 6:00 am until 8:00am and from 5:00 pm until 8:00 pm Monday through Friday and all day Saturday, 1-1/2 times your billable rate.

Between 8:00 pm and 6:00 am Monday through Saturday and all Sundays and holidays, 2 times your billable rate. These rates reflect a discounted rate from ENCON'S prevailing rates. The rate quoted herein is guaranteed for one year until contract anniversary date.

OTHER SERVICES

DIRECT DIGITAL CONTROL SERVICES

This paragraph is applicable for systems with Direct Digital Control System with either dial up or internet access where you have elected not to enter into a separate Digital Control Service contract. Although you have elected not to purchase a Digital Service contract you are entitled to the following digital control services.

Scheduling changes requested by occupants, minor adjustments in set points, and set point limits as described below.

Scheduling changes must be specific and submitted to us by e-mail. After the changes are made we will send an e-mail confirmation with changes made. To assure sufficient time we require 2 working days notice.

Service Calls:

When you advise us of a service problem, we will check the system remotely to determine if a technician is required on site. There will be no charge for this, however, if we can resolve the issue remotely, we will do so and bill you at the contract rate for a control technician for a minimum of 30 minutes and thereafter in 15 minute increments.

Should an Encon service technician be required onsite, he will be dispatched and billed at the contract rate. The onsite technician can often minimize his time on site and consequently your costs through the use of remote support. If this is the case, we will bill you for that remote support for a minimum of 30 minutes and thereafter in 15 minute increments at the contract billable rates, which will be noted on the technicians work order.

The customer agrees to provide, at his cost, 24-hour/day telephone or internet accesses to the digital control system.

OTHER SERVICES TO BE PERFORMED

A check mark in the box will indicate that the item is covered

1. Semi annual adjustment of clock/timing devices
2. Evaporator coil cleaning
3. Condenser coil cleaning
4. Punching of boiler tubes
5. Punching of chilled water tubes
6. Punching of condenser water tubes
7. Disposal of hazardous material
8. Perform combustion
Check & testing
9. Variable Air Volume Equipment _____ Boxes
10. Pneumatic Controls
11. Painting and rust proofing of external components

FULL SERVICE LABOR & PARTS SUPPLEMENT

A check mark in the box will indicate that the item is covered

1. Labor on defective parts at no additional cost except compressor & heating exchangers
2. Furnish all defective parts except compressors & heating exchangers
3. Furnish labor & misc. material on compressors at no additional cost
4. Furnish compressor at no additional cost
5. Furnish labor & misc. material on heat exchangers at no additional cost
6. Furnish heat exchanger at no additional cost

Notes:

1. Included labor is for normal hours as defined in this contract. Labor outside of normal working hours will be billed at the overtime rates as stated in this contract.
2. Non-maintainable items such as unit frames, condenser coils, evaporator coils, inter-connecting piping, heat exchangers, suction line accumulators, etc., are not included unless specifically indicated. Leaks resulting from failures of any of the above non-maintainable components are not covered.
3. This supplement does not insure against equipment obsolescence or warrantee replacement of any parts no longer manufactured and supplied by equipment manufacturers.

GENERAL TERMS & CONDITIONS

1. ENCON agrees to provide a comprehensive maintenance program designed to reduce your utility and repair costs, after any existing defects are corrected.
2. You agree to furnish safe, reasonable access to the building and covered equipment. If required you will remove any material, fixtures or walls an adequate access can be gained to the equipment.
3. This agreement does not include the maintenance, repair or replacement of roofing or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines or non-moving parts such as ductwork, vessels, boiler shells, tubs, vents, flues, grilles, lower fill or refractory material. ENCON shall not be required to furnish any equipment, service materials or to perform tests, or make any modifications that have been recommended or required by any insurance company, governmental authority, equipment vendor or regulatory authority, or pay any future taxes imposed by any governmental agency.
4. ENCON shall not be liable for:
 - (a) damage or loss resulting from freezing, corrosion, electrolysis, vibrations, plumbing stoppage, failure of any utility service, including oil tanks and oil system supply pumps, low voltage condition, lightning, single phasing or other electrical abnormalities.
 - (b) damage or loss resulting from negligence, faulty system design, abuse, acts of God, malicious mischief, vandalism or improper operation of equipment by your employees, agents or tenants.
 - (c) damage, loss, or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civic commotion or any other cause beyond its control.
 - (d) any accident, injury, damage, or loss to equipment, personnel, property, or revenue unless directly caused by our negligence.
 - (e) any indirect or consequential damages such as, but not limited to, loss of revenue or loss of use of any equipment, processor or facilities.
 - (f) Any identification, abatement, encapsulation or removal of any hazardous materials including those containing asbestos. If any hazardous materials are detected during the course of work ENCON can discontinue the work until the hazard has been eliminated and shall receive an extension equal to the time of delay to complete the work. ENCON reserves the right to be compensated for any loss due to a delay caused by asbestos or any other hazardous material.
5. Unless otherwise noted, ENCON shall not be liable for starting and stopping equipment, space temperature regulation, air or water balance, indoor air quality, equipment relocation, maintenance or repair.
6. ENCON shall use ordinary care in performing the tasks outlined in this agreement. No inspection shall guarantee the condition of the equipment or eliminate obsolescence and normal wear.
7. The occurrence of any of the following without the prior written consent of ENCON will constitute a default:
 - (a) failure by you to make any payment due within ten days after it becomes due and payable;
 - (b) any alterations, additions, adjustments or repairs to covered equipment by anyone other than ENCON
 - (c) breach by you of any terms of this agreement. If ENCON brings legal action to enforce this Agreement and is successful, it shall be entitled to recover reasonable attorney fees and the cost of litigation in addition to any judgement for damages.
 - (d) any damage resulting from electrical failures external to the unit and fuel delivery system failures. (Fuel delivery systems are not covered under this contract unless specifically noted)
8. This agreement begins on the date of acceptance and shall remain in force for the term stated. Thereafter, it shall continue in effect for successive renewal periods of one year unless either party gives the other written notice of termination at least 30 days before the anniversary date. With 30 days written notice, ENCON may add or delete equipment or services and increase or reduce the agreement price. You shall have the right to terminate if any changes are not acceptable.
9. The Agreement contains the entire understanding between ENCON and you. Any modifications, amendments or changes must be in writing and signed by both parties.
10. All permanent type air filters supplied by ENCON will remain the property of ENCON.
11. We will make every effort to perform emergency service calls within 24 hours of receipt of call.
12. You shall operate the equipment in accordance with the manufacturers recommendations and promptly notify ENCON of any abnormal conditions.

REFRIGERENT (CFC, HCFC) HANDLING

Section 608, Title VI of the 1990 Amendment to the Clean Air Act contains the National Recycling and Emission Reduction Program, which regulates the use and disposal of substances, including CFC's and HCFC's, that are harmful to the environment.

All ENCON procedures and techniques are designed and implemented in support of all federal state and local laws and the objectives of this program:

To reduce the use and emissions of such substances to the lowest Achievable levels.

Maximize the capture and recycling of such substances.

No individual may knowingly vent or otherwise knowingly release or dispose of any substance used as a refrigerant in such a manner which permits such substance to enter the environment.

Under no conditions will ENCON knowingly partake in any practice outside of those in support of all federal, state, and local laws.

Penalties and fines for violating these provisions range from significant fines to prison terms.

ENCON's corporate policy mandates reporting any violations to the Environmental Protection Agency.

All costs associated with any refrigerant handling work including, but not limited to, labor, materials, hazardous material, handling charges, equipment usage, etc. will be billed to and paid for by Purchaser in accordance with ENCON's pricing policies in effect.

ENCON's limited warranty does not cover any work associated with refrigerant handling.

CONTRACT PRICE:

The agreed contract price is \$2,150.00 TAX EXEMPT

Please choose your preferred method of payment by checking the appropriate box below.

The contract price shall be payable:

- Annually @ \$2,150.00
- Bi-Annually @ \$1,075.00

Customer Acceptance: Municipal Bld.

Signature _____

(Type or Print name of signer)

Title _____

Acceptance Date _____

Encon Approval

Signature Frank Abate

Frank Abate
Service Account Rep.

Acceptance Date _____

NOTE: All necessary minor repairs up to \$500.00 will be completed by ENCON without further authorization.

SCHEDULE 'B'
EQUIPMENT-INSPECTION FREQUENCY

MANUFACTURER	EQUIPMENT	MODEL	SERIAL	BELT CHNGS	FLTR CHNGS PER YR	INSPECT PER YEAR	AREA SERVED/YR INSTALLED
LUXAIRE	CONDENSOR	HBBD-F0245B	W0G666048	N/A	N/A	2	
GOODMAN	CONDENSOR	CKL40-FL	0507113942	N/A	N/A	2	
LUXAIRE	CONDENSOR	HBBD-F0365A	W0F5319645	N/A	N/A	2	
LUXAIRE	CONDENSOR	HBBD-F0485B	W0F6548903	N/A	N/A	2	
LUXAIRE	CONDENSOR	HBBD-F0365B	W0F6418638	N/A	N/A	2	
LUXAIRE	CONDENSOR	HBBD-F0365A	W0E6323087	N/A	N/A	2	
LUXAIRE	CONDENSOR	HBBD-F0605B	W0G6615050	N/A	N/A	2	
LUXAIRE	FURNACE	FL9T040A12LD011B	W0D5861280	N/A	2	2	Main Floor
LUXAIRE	FURNACE	FL9T100C20UP11B	W0M5382790	N/A	2	2	Main Floor
RUDD	FURNACE	UGRA-09EZAJS	FY5D707F34840 5042	N/A	2	2	Main Floor
LUXAIRE	FURNACE	FL9T080C16UP11C	W0K6891403	N/A	2	2	
LUXAIRE	FURNACE	FL9T080C16UP11A	W0KN4904108	N/A	2	2	
LUXAIRE	FURNACE	FL9T080C16UP11C	W0K6891399	N/A	2	2	
LUXAIRE	FURNACE	FL9T100C20UP11C	W0K6902533	N/A	2	2	Basement
APRILAIRE	DEHUMIDIFIER	1700	1306AA117638	N/A	Washable	2	