



TOWN OF HUDSON

Board of Selectmen



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-598-6481

HUDSON, NH BOARD OF SELECTMEN

November 24, 2020

7:00 pm

Buxton Meeting Room at Town Hall

Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE
4. PUBLIC INPUT

Any Hudson resident who wishes to submit public input can do so by emailing BOSpublicinput@hudsonnh.gov by 5:00 p.m. the day of the meeting. Please be sure to include your name & address with your public input. Also, please include a phone number that the BOS can reach you at should they wish.

5. RECOGNITIONS, NOMINATIONS, APPOINTMENTS AND RESIGNATIONS

A. Nominations

- 1) Benson Park Committee (1 member vacancy term expiring 4/30/23 and 1 alternate member vacancy term expiring 4/30/23)

Daniel Febrer

- 2) Recreation Committee (2 member vacancies, expiring on 4/30/22 and 4/30/23)

Cindy Holton

- 3) Recreation Committee (2 member vacancies, expiring on 4/30/22 and 4/30/23)

Nicholas Reval

B. Appointment

Planning Board - (1 member vacancy which expires 12/31/20, 2 alternate vacancies which expire 12/31/21 & 12/31/22.)

Elliott Veloso (currently an alternate member)

6. **CONSENT ITEMS**

A. **Assessing Items**

- 1) 2020 Abatement Application: Map 129, Lot 94 - 11 St. Laurent Dr.

B. **Water/Sewer Items** - None

C. **Licenses, Permits and Policies**

- 1) Tag Day Permit - Salvation Army Bell Ringing at Walmart
- 2) Hawker/Peddler License - B & B Catering

D. **Donations**

- 1) \$5,000 to Hudson Fire Department from Digital Credit Union
- 2) \$5,000 to Hudson Police Department from Digital Credit Union

E. **Acceptance of Minutes**

Minutes of October 20, 2020

F. **Calendar**

- 11/26 Thanksgiving - Town Hall Closed
11/27 Town Hall Closed
11/30 7:00 Sustainability Committee - Buxton Meeting Room
12/2 7:00 Budget Committee - Hudson Community Center
12/3 6:30 Recreation Committee - BOS Meeting Room
12/8 7:00 Board of Selectmen - BOS Meeting Room

7. **OLD BUSINESS**

A. Votes taken after the non-public session on 11/10/2020

- 1) Selectman Roy made a motion, seconded by Chairman Morin, to hire Jennifer Martin as a regular shift camera operator for HCTV with a starting rate of \$12.50 per hour. Carried 2-0-1 with Selectman Martin abstaining.
- 2) Selectman Roy made a motion, seconded by Selectman Martin to hire Grace Lemay as a regular shift camera operator for HCTV with a starting rate of \$12.50 per hour. Carried 3-0.
- 3) Selectman Roy made a motion, seconded by Selectman Martin hire Kathleen Hoyt as a substitute crossing guard with a starting rate of \$14.50 per hour. Carried 3-0.

- 4) Selectman Martin made a motion, seconded by Selectman Roy to allow Firefighter Mulcay to use up to 96 hours of earned or sick time to cover unaccounted time from November 19 through December 8, 2020. Carried 3-0.
- 5) Selectman Roy made a motion, seconded by Selectman Martin to give the Town Clerk 40 hours of personal time to be used by November 30, 2021. Carried 3-0.
- 6) Selectman Martin made a motion to adjourn at 9:25p.m. This was seconded by Selectman Roy. Carried 3-0.

8. **NEW BUSINESS**

- A. HPD - Request to Advertise - PT Animal Control
- B. Town Wide Radio Project

9. **REMARKS BY SCHOOL BOARD**

10. **REMARKS BY TOWN ADMINISTRATOR**

11. **OTHER BUSINESS/REMARKS BY THE SELECTMEN**

12. **NONPUBLIC SESSION**

RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. **(b)** the hiring of any person as a public employee **(d)** Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community. **(e)** Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against this board or any subdivision thereof, or against any member thereof because of his or her membership therein, until the claim or litigation has been fully adjudicated or otherwise settled

THE SELECTMEN MAY ALSO GO INTO NON-PUBLIC SESSION FOR ANY OTHER SUBJECT MATTER PERMITTED PURSUANT TO RSA 91-A:3 (II)

13. **ADJOURNMENT**

Reminder ... Items for the next agenda, with complete backup, must be in the Selectmen's Office **no later than noon on December 3, 2020.**

Agenda
11-24-20

Published on *Hudson New Hampshire* (<https://www.hudsonnh.gov>)

Home > Applications for Boards & Committees > Board & Committee Application > Webform results > Board & Committee Application

Submission information

Form: Board & Committee Application (1)
Submitted by Visitor (not verified)
Tue, 10/13/2020 - 9:31am
75.68.94.86

Benson Park Committee

5A-1

Date

Tue, 10/13/2020

First Name

Daniel

Last Name

Febrer

Street Address

99 Sullivan Rd

Home Phone

5166594711

Work Phone

Education

MSc Crop Science, BA Mathematics

Occupation (or former occupation if retired)

Director of Data Science

Special Interests

Agriculture, forestry, gardening, hiking

Professional/Community Activities

Reference

Karesa Febrer, 661-619-8249

Reason for Applying

I am a relatively new resident to Hudson (since 2017) and am very interested in playing a greater role in the community. My family uses Benson Park very frequently and we view it as a very integral part of the local as well as regional community (we see many people from neighboring townships visiting it and uses its amenities). I am very fond of the park and passionate about its continued maintenance and development.

As a data science professional in the Greater Boston tech community, I have unique and valuable skills and insights that can be brought to bear for the town and park, such as my proclivity for rigorous quantitative analysis and f technical solutions to problems. I consider myself an "optimizer" in the sense that I am always looking at creative ways things around me could be better. While walking the park, I find myself coming up with very interesting ideas to reduce cost of maintenance and generate more revenue.

Thank you for considering my application. If selected I am very much looking forward to working together with you!

Please check the area in which you are interested in serving:

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NOV 16 2020
TOWN OF HUDSON
SELECTMEN'S OFFICE

Member

Please select area of interest

Benson Park Committee

Areas of Expertise

- Environmental Planning
- Finance
- Information Technology
- Other

Are you a Hudson, NH resident?

yes

E-mail Address:

dfebrero@protonmail.com

Source URL: <https://www.hudsonnh.gov/node/42498/submission/13821>

Links

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>

*Agenda
11-24-20*

Published on *Hudson New Hampshire* (<https://www.hudsonnh.gov>)

[Home](#) > [Applications for Boards & Committees](#) > [Board & Committee Application](#) > [Webform results](#) > Board & Committee Application

Submission information

Form: [Board & Committee Application](#) (1)
Submitted by Visitor (not verified)
Thu, 11/12/2020 - 9:09pm
73.61.23.248

Recreation Committee

5A-2

Date
Thu, 11/12/2020

First Name
Cindy

Last Name
Holton

Street Address
14 Breakneck Rd

Home Phone
883-9925

Work Phone
882-9491

Education
Bachelors in business communications

Occupation (or former occupation if retired)
Flooring Consultant

Special Interests
Softball, tennis, basketball, music, kayaking, fishing

Professional/Community Activities
Soup kitchen, religious ed, softball coach/director

Reference
David Forman

Reason for Applying
I would like to volunteer to be a member of the rec committee in order to keep on top of current programs offered in Hudson and to be invoked in decision making concerning these programs. I am also dedicated to the continuance of adult sports leagues such as men and women's softball.

Please check the area in which you are interested in serving:
Member

Please select area of interest
Recreation Committee

- Areas of Expertise**
- Communications
 - Other



Are you a Hudson, NH resident?

yes

E-mail Address:

ceholton@comcast.net

Source URL: <https://www.hudsonnh.gov/node/42498/submission/14991>

Links

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>

Approved
11-
27-
20

Published on *Hudson New Hampshire* (<https://www.hudsonnh.gov>)

Home > Applications for Boards & Committees > Board & Committee Application > Webform results > Board & Committee Application

Submission information

Form: [Board & Committee Application](#) (1)
Submitted by Visitor (not verified)
Mon, 10/19/2020 - 7:13pm
73.238.126.14

Recreation Committee

5A-3

Date

Mon, 10/19/2020

First Name

Nicholas

Last Name

Reval

Street Address

32 Barbara Lane

Home Phone

6039889261

Work Phone

Education

MS - Political Science

Occupation (or former occupation if retired)

Sr. Sales Consultant

Special Interests

Professional/Community Activities

Reference

None

Reason for Applying

I want to be involved within the community and make a positive impact on others.

Please check the area in which you are interested in serving:

Member

Please select area of interest

- Benson Park Committee
- Cable Utility Committee
- Citizens Traffic Advisory Committee
- Recreation Committee
- Sustainability Committee

Areas of Expertise

Other

Are you a Hudson, NH resident?

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SELECTMEN'S OFFICE

yes

E-mail Address:

nicholas.reval@yahoo.com

Source URL: <https://www.hudsonnh.gov/node/42498/submission/14021>

Links

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>

Approved 11-24-20
RECEIVED

NOV 17 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE

TOWN OF HUDSON
Nominations & Appointments/Talent Bank Application Form
(Hudson, NH Residents Only)

Date: November 18, 2020

5B

Elliott Veloso 25 Bradford Circle
Name Street Address

978-973-5367 978-674-4050
Home Phone Number Work Phone Number

Assistant City Solicitor, City of Lowell, MA
Occupation (or former occupation, if retired)

Municipal Law, Conservation, J.D. from University of Buffalo Law School
Education/Special Interests

Alternate Planning Board member
Professional/Community Activities

Applying for full member status
Reason(s) for applying

Planning Board Chairman Tim Malley, Town Planner Brian Groth, Town Engineer Elvis Dhima
Reference(s)

Please check area in which you are interested in serving, and return this form to
The Selectmen's Office, 12 School Street, Hudson, NH 03051

- | | | |
|--|--|--|
| Member <input checked="" type="checkbox"/> | Alternate <input type="checkbox"/> | Reappointment <input type="checkbox"/> |
| <input type="checkbox"/> Benson Park Committee | <input type="checkbox"/> Building Board of Appeals | <input type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Cable Utility Committee | <input type="checkbox"/> Nashua Regional Planning Commission | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Municipal Utility Committee | <input type="checkbox"/> Citizens Traffic Advisory Committee | |
| <input checked="" type="checkbox"/> Planning Board | | |
| <input type="checkbox"/> Sustainability Committee | | |
| <input type="checkbox"/> Zoning Board of Adjustment | | |

Area(s) of Expertise:

- | | |
|--|--|
| <input type="checkbox"/> Architecture/Construction | <input checked="" type="checkbox"/> Environmental Planning |
| <input type="checkbox"/> Information Technology | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Finance | <input checked="" type="checkbox"/> Other <u>Law, Planning</u> |

Information contained on this form is available to the public and will be given to the press. The Town of Hudson exercises affirmative action in its employment/appointment practices. Applicants must be Hudson, NH residents. For additional information, call 886-6024. Appointees are required to complete a Financial Interest Disclosure Form (FIDE) in accordance with the Town Code.

Circle One

Yes No Hudson Resident

Elliott Veloso
Signature of Applicant

elliottveloso@gmail.com
e-mail address

Agenda 11-24-20
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 NOV 18 2020
 TOWN OF HUDSON
 SELECTMEN'S OFFICE

TOWN OF HUDSON
Nominations & Appointments/Talent Bank Application Form
(Hudson, NH Residents Only)

Date: _____

Brett Gagnon 123 Wason Rd
 Name Street Address

(603) 401 0654
 Home Phone Number Work Phone Number

Electrical Safety Specialist - Regulatory Affairs
 Occupation (or former occupation, if retired)

Masters Degree Business, Bachelors in Electrical Engineering
 Education/Special Interests

Previous ConCom member and self-declared Environmentalist
 Professional/Community Activities

Passionate about protecting land in perpetuity
 Reason(s) for applying

Bill Collins (Current member), Debra Putnum (Sustainability), Bob Gussford (Budget)
 Reference(s)

Please check area in which you are interested in serving, and return this form to
 The Selectmen's Office, 12 School Street, Hudson, NH 03051

- | | | |
|--|--|---|
| Member <input checked="" type="checkbox"/> | Alternate _____ | Reappointment <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Benson Park Committee | <input type="checkbox"/> Building Board of Appeals | <input checked="" type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Cable Utility Committee | <input type="checkbox"/> Nashua Regional Planning Commission | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Municipal Utility Committee | <input type="checkbox"/> Citizens Traffic Advisory Committee | |
| <input type="checkbox"/> Planning Board | | |
| <input type="checkbox"/> Sustainability Committee | | |
| <input type="checkbox"/> Zoning Board of Adjustment | | |

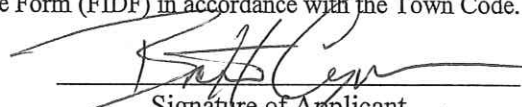
Area(s) of Expertise:

- | | |
|--|---|
| <input type="checkbox"/> Architecture/Construction | <input type="checkbox"/> Environmental Planning |
| <input type="checkbox"/> Information Technology | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Finance | <input checked="" type="checkbox"/> Other <u>Regulatory / land protection actions</u> |

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Circle One

Yes No Hudson Resident


 Signature of Applicant
Gagnon.Brett@gmail.com
 e-mail address

Agenda
11-24-20

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NOV 17 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE

TOWN OF HUDSON
Board & Committees Vacancy Application
(Hudson, NH Residents Only)

Date: 17 Nov 2020

Name: JAMES PACCCHA Street Address: 14 EDGEWOOD DR

Home Phone Number: 603 883 7442 Work Phone Number:

Occupation (or former occupation, if retired): RETIRED

Education/Special Interests: BS ME

Professional/Community Activities: ZBA MEMBER

Reason for applying: RE APPOINTMENT

Reference(s): C BRACKET G DEARBORNE B BUTRIC M McGRATH

Please check the area in which you are interested in serving, then return this form to:
Selectmen's Office, 12 School Street, Hudson, NH 03051

- | | | |
|--|--|---|
| Member <input checked="" type="checkbox"/> | Alternate <input type="checkbox"/> | Reappointment <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Benson Park Committee | <input type="checkbox"/> Building Board of Appeals | <input type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Cable Utility Committee | <input type="checkbox"/> Nashua Regional Planning Commission | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Municipal Utility Committee | <input type="checkbox"/> Citizens Traffic Advisory Committee | |
| <input type="checkbox"/> Planning Board | | |
| <input type="checkbox"/> Sustainability Committee | | |
| <input checked="" type="checkbox"/> Zoning Board of Adjustment | | |

Area(s) of Expertise:

- | | |
|--|---|
| <input type="checkbox"/> Architecture/Construction | <input type="checkbox"/> Environmental Planning |
| <input type="checkbox"/> Information Technology | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Finance | <input type="checkbox"/> Other _____ |

Information contained on this form is available to the public and will be given to the press. The Town of Hudson exercises affirmative action in its employment/appointment practices. Applicants must be Hudson, NH residents. For additional information, call 886-6024. Appointees are required to complete a Financial Interest Disclosure Form (FIDF) in accordance with the Town Code.

Hudson Resident: (Yes) No

Signature of Applicant: James Pacccha

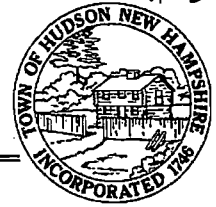
e-mail address: JCPNH@HOTMAIL.COM



TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



Agenda
11-21-20

Emergency 911
Business 603-886-6021
Fax 603-594-1164

Robert M. Buxton
Chief of Department

RECEIVED

NOV 10 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: David Morin
Chairman

FR: Robert M. Buxton *(Signature)*
Fire Chief

DT: November 10, 2020

RE: Donation Acceptance – November 24, 2020 BOS Public Agenda

5D-1

Please place the following item on the above-indicated agenda from the Fire Department:

Attached you will find a donation that was sent to the department by Digital Credit Union. The amount of the donation is \$5,000. We would request the Board of Selectmen accept this donation with thanks.

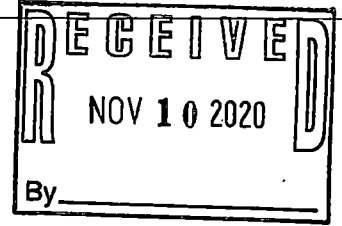
Upon your acceptance we will forward Digital Credit Union a thank you for this donation.

These monies shall be deposited into the Fire Department's General Donation fund.

Motion:

To authorize the Fire Chief to accept the \$5,000.00 donation from Digital Credit Union to be deposited into the Fire Department's General Donation fund for future use.

RAD
EOS 11/24



October 29, 2020

Hudson Fire Department
15 Library Street
Hudson, NH 03051

To Whom It May Concern,

On behalf of Digital Federal Credit Union, I am pleased to provide Hudson Fire Department with the enclosed check for \$5,00.00. This donation represents DCU's support of your organization's efforts in providing programs and services that make a difference in the community.

As a socially responsible organization, DCU is committed to partnering with other organizations, such as yours that make an impact within the communities we serve. The purpose of this donation is to give back and help provide the resources needed by your organization to do the good that you do each and every day. The donation is not a sponsorship or an opportunity for DCU to market our credit union. Our objective for our donation is to directly affect the lives of the people who need it the most.

Thank you for all that you do. Please feel free to contact Amy Regan at amyregandcu@gmail.com or mail any questions and/or inquiries to Digital Federal Credit Union, Attn: Maureen Spaulding, Foundation Manager, 853 Donald Lynch Blvd., Marlborough, MA 01752.

For further information about DCU and our branch locations, or communities we serve, please visit our website at www.dcu.org.

Sincerely,

DCU has two non-profit organizations to help improve the quality of life for children in need and to provide small, short-term interest free loans to working individuals and families that need a helping-hand. To learn more about them, please visit www.dcuforkids.org and www.axuda.org.



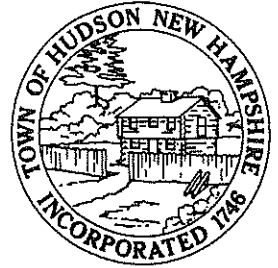


TOWN OF HUDSON

Police Department

Partners with the Community

1 Constitution Drive, Hudson, New Hampshire 03051
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 886-0605



*William M. Avery, Jr.
Chief of Police*

*Captain Tad K. Dionne
Operations Bureau*

*Captain David A. Cayot
Special Investigations Bureau*

*Captain David A. Bianchi
Administrative Bureau*

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police *WMA*

Date: 18 November 2020

Re: Agenda Request – 24 November 2020

5D-2

Scope:

The Police Department received a donation in the amount of a \$5,000.00 check (#068866) from Digital Federal Credit Union for deposit of \$3,000 in our DARE Donation Account and \$2,000 in our Comfort Canine Donation Account.

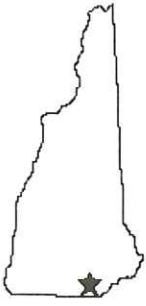
Recommendation:

We recommend that the Board of Selectmen accept the donation of \$5,000.00 from Digital Federal Credit Union. The Police Department will invite the Digital Federal Credit Union representative to be in attendance at this Board of Selectmen meeting for public recognition.

Motion:

To accept the donation of \$5,000.00 from Digital Federal Credit Union.





TOWN OF HUDSON

Office of the Assessor

Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov

www.hudsonnh.gov




Agenda
11-24-20

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-594-1160

6A-1

TO: Board of Selectmen
Steve Malizia, Town Administrator

November 24, 2020

FROM: Jim Michaud, Chief Assessor 

RECEIVED

NOV 19 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE

RE: 2020 Abatement Application
Map 129 Lot 94 – 11 St. Laurent Drive

I recommend that the Board of Selectmen approve the abatement on the above referenced property. The property was incorrectly listed on the assessment record as a 2-family for 2020, it was actually only permitted for an accessory dwelling unit (ADU). The correction to the land use code causes a reduction from \$278,100 to \$267,200 for the 2020 property tax year.

Motion:

Motion to approve Abatement for property taxes for Map 129 Lot 94 as recommended by the Chief Assessor

Cc: File 2020AbateApproval11StLaurentDrive

PROPERTY TAX ABATEMENT / ~~SUPPLEMENT~~
TOWN OF HUDSON, NEW HAMPSHIRE

ACCOUNT # 5705 (Finance Acct# 4101)

DATE: November 24, 2020

PROPERTY OWNER NAME(S): Roger A. Chopelas

PROPERTY LOCATION: 11 St. Laurent Drive
MAP / LOT / SUBLOT: Map 129 Lot 94

REASON: adjustment as per memo

TO: PATTI BARRY, TAX COLLECTOR:

PLEASE ISSUE AN ABATEMENT OF THE 2020 PROPERTY TAXES AND ANY INTEREST ON THE ABOVE-REFERENCED PROPERTY.

RECALCULATE AS FOLLOWS:

	<u>ORIGINAL VALUE</u>	<u>CORRECTED VALUE</u>
LAND	\$120,100	\$109,200
BUILDING	\$154,300	\$154,300
YARD ITEMS / FEATURES	\$3,700	\$3,700
TOTAL VALUE	\$278,100	\$267,200
EXEMPTIONS	\$0	\$0
NET TAXABLE VALUE	<u>\$278,100</u>	<u>\$267,200</u>
NET TAX	\$5,943.00	\$5,710.06

NET ABATEMENT: \$232.94



HUDSON BOARD OF SELECTMEN

DAVID S. MORIN, CHAIRMAN

KARA ROY, VICE-CHAIRMAN

ROGER E. COUTU

MARILYN E. McGRATH

NORMAND G. MARTIN

Request
11-24-20

The Salvation Army
1 Montgomery Avenue
Nashua, New Hampshire 03060

Telephone 603.889.5151



Captains Wayne and Elizabeth Bink, Corps Officers

RECEIVED
NOV 16 2020
TOWN OF HUDSON
SELECTMEN'S OFFICE

6C-1

November 16, 2020

To The Town of Hudson Board of Selectmen:

The Salvation Army of Nashua is seeking approval from the Town of Hudson Board of Selectmen to hold our annual kettle campaign this Christmas season. The location will be at Wal-Mart, 254 Lowell Rd, and Sam's Club, 7 Wal-Mart Blvd, from November 24 through December 24, 2020.

The kettle campaign is The Salvation Army's largest fundraiser for the organization. Funds go towards running programs, social services, utility and rent assistance, and food for those in need. The Salvation Army serves those in Nashua, Hudson, and the surrounding towns.

Please contact Amie Groff at 603-889-5151 or amie.groff@use.salvationarmy.org with any questions or concerns, or if any additional information is required.

Sincerely,

Amie Groff
Development and Community Relations Manager



**DOING THE
MOST GOOD™**

Walmart
Save money. Live better.

AGREEMENT

between

**THE SALVATION ARMY NATIONAL CORPORATION
A NEW JERSEY CORPORATION,
THE SALVATION ARMY, AN ILLINOIS CORPORATION,
THE SALVATION ARMY, A NEW YORK CORPORATION,
THE SALVATION ARMY, A GEORGIA CORPORATION,
AND THE SALVATION ARMY, A CALIFORNIA CORPORATION**

and

WAL-MART STORES, INC., and

SAM'S WEST, INC.

relating to the

2020 Red Kettle Campaign

*on all charitable
organization
list*

This Agreement is between Wal-Mart Stores, Inc., (hereinafter "Walmart"), a Delaware corporation, Sam's West, Inc., an Arkansas corporation (hereinafter "Sam's Club") and The Salvation Army National Corporation, a New Jersey corporation, The Salvation Army, an Illinois corporation, The Salvation Army, a New York corporation, The Salvation Army, a Georgia corporation, and The Salvation Army, a California corporation, which are nonprofit organizations described in Section 501(c)(3) and in Section 509(a)(1) or 509 (a)(2) of the Internal Revenue Code of 1986, (hereinafter collectively referred to as "The Salvation Army.")

PURPOSE

The purpose of this Agreement is to provide a framework for the 2020 Salvation Army Red Kettle Campaign (the "2020 Campaign") to be conducted inside Walmart and Sam's Club locations in and across the United States during the 2020 Christmas seasons. This Agreement is intended to provide Walmart and The Salvation Army (collectively, the "Parties") with basic critical assurances as to the way the Campaigns will be conducted.

Red Kettle Campaign Description

From its humble beginnings as a local San Francisco fundraiser that featured a single crab pot in 1891, The Salvation Army's Red Kettle Campaign has grown into one of the most recognizable and important charitable events in the United States. More than 5,000 communities across the country rely heavily on the money raised during the Red Kettle Campaign to not only provide much-needed assistance during the holiday season, but to sustain year-round work as well. During the 2019 Christmas season, The Salvation Army raised \$119 million through the red kettles, enabling The Salvation Army to provide food, shelter and social services to nearly 23 million Americans in need. Red Kettles outside of Walmart and Sam's Club locations across the U.S. collected \$37million, which contributed about 31 percent of the \$119 million total.

Red Kettle Campaign Period

This Agreement will be in effect for each of the Christmas season of 2020. The 2020 Campaign shall commence on November 21, 2020 and conclude at the end of the day, December 24, 2020 (the "2020 Campaign Period"). Under no circumstance will it be permissible for The Salvation Army to stand kettles prior the start date or following the end date of each of the Campaign Period. Additionally, the daily hours during which The Salvation Army will be permitted to stand kettles will be reasonable and lies within the discretion of the management of the individual Walmart and Sam's Club locations, but should never extend beyond the stores' or clubs' hours of business. On the day after Thanksgiving, red kettle workers or volunteers may be asked by local store or club management to stand further away from the entrance and exit doors until the afternoon

hours, to allow for safe ingress/egress for Walmart and Sam's Club shoppers. In order to better ensure the safety of shoppers, The Salvation Army workers and volunteers, and Walmart and Sam's Club associates, store and club management have complete discretion to reasonably alter the start and end times on each day of the Campaign Period, particularly on the day after Thanksgiving. The Salvation Army agrees that it will follow such direction from store and club management.

Red Kettle Campaign Locations

Generally, the Red Kettle Campaign will be conducted inside of Walmart and Sam's Club locations nationwide. However, each Walmart and Sam's Club location has final approval as to how, where, and when during the day and/or evening the kettle worker may conduct the campaign. Accordingly, each local Salvation Army Affiliate (i.e. Unit) must make specific campaign arrangements with its nearby Walmart and Sam's Club locations for the 2020 Campaign, starting on October 5, 2020, but not before. The Walmart and Sam's Club Home Office does not direct the time, place, and manner of the local campaigns and, therefore, will not entertain local campaign requests. All such local campaign requests must be submitted to and approved by the local Walmart or Sam's Club management.

During the Campaign Period set out above, The Salvation Army Affiliate may place one (1) red kettle and one (1) kettle worker inside any participating Walmart and Sam's Club locations in the designated area(s) as outlined herein and in the Notice of Rules for Solicitation and Distribution of Literature (hereinafter "Notice"), which each participating Salvation Army Affiliate must sign at the local store and club level for the Campaign Period. Within the sole discretion and with the express permission of the local store and/or club manager, there may be more than one "designated area" at each store or club, resulting in more than one red kettle and kettle worker being present at the store or club. Also, the local store or club manager has discretion to permit groups of volunteers including, but not limited to, boys scout troops, cheerleading squads, and local police officers, to participate in the red kettle campaign, which could result in more than one kettle worker and/or red kettle being present in a designated area(s). All individuals must adhere to CDC social distancing guidelines and wear masks. These additional bell ringers must also follow the guidelines set out herein and in the Notice. If the local store or club management chooses to allow more than one red kettle worker at a designated kettle, the store and club management may direct that the kettle location be changed to better accommodate the flow of customer traffic. This decision is within the sole discretion of the local store and club management.

Designated area(s) are to be at least 15 feet from the entrances to and exits from the facility. Note, however, that in order to better ensure the safety of shoppers, Salvation Army workers and volunteers, and Walmart and Sam's Club associates, store and club management have complete discretion to reasonably alter the location of the red kettle and kettle workers and volunteers on each day of the Campaign Period, particularly on the day after Thanksgiving.

As a condition of participating in the 2020 Campaign, each participating local Salvation Army Affiliate (*i.e.*, Unit) will be required to sign and execute the "Notice of Rules for Solicitation and Distribution of Literature" for the "Red Kettle Campaign" for each of the Campaign Period (hereinafter "Notice") with each local Walmart and Sam's Club location. The Notice, a sample of which is attached hereto as Exhibit A, must be signed, and provided to the local store/club manager, The Salvation Army local corps office, and The Salvation Army Divisional Headquarters prior to the start of the applicable event period. *NOTE – Facilities and Salvation Army Units in the Commonwealth of Pennsylvania, use the accompanying Notice, a sample of which is attached hereto as Exhibit B that explicitly references the Commonwealth of Pennsylvania.*

Each local Salvation Army Affiliate (*i.e.*, Unit) agrees to follow the rules set forth in the above-referenced Notice and further agrees that if any of its volunteers are in violation of those rules, which violation shall be solely determined by Walmart, they may be removed from the premises by Walmart or Sam's Club representatives.

Expectations for Red Kettle Workers (Bell Ringers)

Walmart and Sam's Club strive to maintain a neutral shopping environment for their customers. To that end, the following are expectations of appropriate behavior, appearance and dress for Salvation Army employees or volunteers while manning the kettles. In the event that a kettle worker fails to meet the minimal standards listed below, Walmart and Sam's Club reserve the right to remove that individual from the property. Walmart will first attempt to work with The Salvation Army to resolve these issues on a case-by-case basis.

With respect to setting up and manning the kettle, the kettle workers (bell ringers) are expected to:

- Adhere to CDC guidelines, and all local and state mandates related to COVID 19 – including but not limited to all workers or volunteers:
 - wearing a mask which covers their mouth and nose at all times while manning the Red Kettle and while on Walmart property
 - maintaining a safe social distance (6ft) from anyone else on Walmart or Sam's Club Property
 -
- Be clean, presentable and dressed in a manner consistent with Salvation Army values and standards. Clothing should not have offensive or controversial language, images, etc. (If a uniformed Salvationist, wear the uniform according to established standards. If not a uniformed Salvationist, wear the vest or other apparel provided or approved by The Salvation Army for the duration of the shift.) All non-uniformed red kettle workers will be identified as being associated with the Salvation Army red kettle campaign by vest or apparel, pins, or signage.
- Maintain appropriate hairstyles, reflective of good basic personal hygiene.

- Refer any questions about appropriate dress to a supervisor.
- Not eat, read, smoke or use mobile devices while attending a kettle. Only red kettles, Bells and Signage approved by The Salvation Army and the local store or club manager will be permitted.
- Set up kettles outside Walmart and Sam's Club facilities in compliance with the terms set out in this Agreement and the Notices signed with the local stores and clubs, and also in compliance with any additional direction given by local store and club management. Campaign activities are not permitted inside the facility or within the vestibule to the facility.
- If possible, stand while on duty. However, with the express approval of Walmart and/or Sam's Club and the local store or club location and the local Salvation Army, the kettle worker may use a stool or similar non-obstructive chair to rest on while manning the red kettle. The chair cannot block entrance or exit from the building and must comply with local Fire Codes. No other equipment may be present on the property, including but not limited to tents, space heaters, musical instruments, radios, signs (unless supplied by Walmart), animals (except for service animals), tables, etc.
- While a kettle worker (bell ringer) is on duty, it is their responsibility to oversee donations; they should not leave the kettle unattended for any length of time. Under no circumstances will Walmart or Sam's Club (or other non-Salvation Army) personnel be able to attend to the kettle. Red kettles may not be left with the Walmart or Sam's Club service desk. If a worker needs to excuse himself or herself, he or she must coordinate with the appropriate Salvation Army supervisor to ensure the kettle is attended to in their absence. **THE PARTIES HERETO SPECIFICALLY AGREE THAT WALMART AND SAM'S CLUB WILL NOT BE LIABLE FOR THE THEFT OF OR DAMAGE TO ANY RED KETTLE.**
- Be prepared for adverse weather conditions if working outdoors. In the event of inclement weather, the kettle workers (bell ringers) are to seek guidance from their local Salvation Army Affiliate (*i.e.*, Unit) supervisor working in close consultation with the local store or club manager to determine whether the weather conditions are such as to warrant removal of the kettle workers until the weather conditions improve. Under no circumstances will Walmart and Sam's Club locations authorize the kettle workers (bell ringers) to move inside their store or vestibules. In an effort to avoid media attention or complaints and concerns from store shoppers, the local Salvation Army Affiliate (*i.e.*, Unit) supervisors working in close consultation with the local store or club managers, should use increased scrutiny and diligence when making this decision.
- Comply with all requests from store managers and owners – for example, moving kettle locations, not ringing the bell, etc. The Salvation Army relies on the support of retail partners to ensure the continued success of The Salvation Army Red Kettle

Campaign. At no point should a kettle worker (bell ringer) attempt to challenge direction from the store or club manager, or his or her designee about the location or activity at the kettles. If issues are raised, the kettle worker (bell ringer) should immediately contact his or her Salvation Army supervisor.

With respect to dealing with the media, kettle workers (bell ringers) are expected to:

- **Not speak to the media without receiving prior approval from their supervisor or administrator. If approached by a reporter, Red Kettle workers should respond with "I'm sorry. I'm not the best person to respond to your questions. I'll be sure to let the appropriate person know when I'm done with my shift," or similar language. Red kettle workers should then direct any media inquiries to their local Salvation Army Affiliate (i.e., Unit) supervisors.**

MEDIA HOTLINE FOR WALMART QUESTIONS

Walmart Media Relations Hotline Information

For questions or if needing media guidance, please contact Media Relations at 800-331-0085. If media is looking for a statement or comment regarding a specific situation that may have occurred at your store, please refer all questions to Media Relations and provide the reporter with the hotline number.

If media is onsite to capture the following, store management may approve:

- **Local media requesting to film video of customers donating money to The Salvation Army.**
- **Local media is requesting an interview the bell ringer who has prior approval from their local Salvation Army Unit supervisor or administrator to speak on camera in front of store.**

With respect to dealing with customer donors, kettle workers (bell ringers) are expected to:

- **Be warm, respectful and polite to all donors and passersby.**
- **Smile, make eye contact and try to make a connection with as many shoppers and potential donors as possible.**
- **Use common sense about conducting appropriate conversations or engaging with donors and passersby. Working at a kettle is not an opportunity to air personal or political opinions and/or grievances. It is important to remember that kettle workers (bell ringers) are representing The Salvation Army.**

- After someone makes a donation, respond simply and only with "Thank you," or "God bless you" and/or "Merry Christmas."
- If donors ask how their money will be used, use the suggested standard response, "All money raised in the kettles will be used for social service activities in the local community."
- If a passerby is belligerent or has negative comments about The Salvation Army or Walmart or Sam's Club, do not respond or engage in discussion or debate of any type. If necessary, contact your local Salvation Army supervisor and/or the local store or club manager.

GENERAL PROVISIONS:

Term and Termination

This Agreement shall commence on the final date executed below and, subject to earlier termination as provided for herein, continue through December 24, 2020 (the "Term").

Without prejudice to any other rights or remedies it may have, Walmart and Sam's Club shall at any time be entitled to terminate this Agreement by written notice to The Salvation Army if:

- The Salvation Army materially changes its charitable purposes;
- The Salvation Army or its officers, employees, volunteers, or representatives publicly conduct themselves in a manner inconsistent with the image and mission of Walmart and Sam's Club as the result of more than an unforeseeable isolated incident, as Walmart and Sam's Club shall reasonably determine, after consulting with The Salvation Army and a review of all relevant facts and circumstances.
- The Salvation Army loses its status as a charitable organization, qualified under Section 501(c)(3) of the Internal Revenue Code of 1986.
- The Salvation Army files for bankruptcy or has a petition for involuntary bankruptcy filed against it that is not dismissed within ninety (90) days; or
- The Salvation Army materially breaches any of its representations, warranties, or obligations under this Agreement and The Salvation Army is not able to remedy such breach within a period of thirty (30) days after receiving written notification from Walmart or Sam's Club.

Additionally, at any time after October 1, 2020 and before November 1, 2020, Walmart or the Salvation Army, as applicable, may provide the other party with notice that the 2020 Campaign is being cancelled without cause and without penalty (the "Opt Out Option"). Walmart and the Salvation Army acknowledge and agree that exercise of the Opt Out

Option by either party in accordance with this Agreement shall not be construed as a breach of this Agreement. In the event that Walmart exercises the Opt Out Option, the Salvation Army agrees to promptly notify each local Salvation Army Affiliate of the cancellation of the 2020 Campaign.

Limitation of Liability

Except for the indemnity obligations stated below, in no event whatsoever shall either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

It is further understood and agreed that neither Walmart nor Sam's Club shall have any involvement, liability, duty, or responsibility for the day-to-day operations of the Red Kettle Campaign. Except for the indemnity obligations stated below, it is also understood and agreed that neither Walmart nor Sam's Club have any responsibility for the premises or the equipment and materials used during the campaign and event, and they shall not be liable for any defect thereon or for any injury arising out of a defect of the equipment or materials used during the campaign event. In addition, it is understood and agreed that neither Walmart nor Sam's Club shall have any control over any employees, volunteers, representatives, or agents of The Salvation Army or of any entity other than Walmart Associates, Inc., and shall not be liable for any acts or omissions of non-controlled employees.

Indemnity

The Salvation Army and its direct and indirect affiliates and units agree to indemnify, defend, and hold harmless Wal-Mart Stores, Inc., and Sam's West Inc., their officers, directors, employees, agents, representatives, and independent contractors from and against any and all third-party claims, actions, demands, losses, liability and injuries arising from any negligent acts or omissions or willful misconduct by any Salvation Army employees or volunteers engaged in the Red Kettle Campaign or any other activities taking place on the premises of Wal-Mart Stores, Inc., or Sam's West Inc., or as a result of a defect of the equipment and materials owned or controlled by The Salvation Army and its direct and indirect Affiliates (*i.e.*, Units) and used by The Salvation Army employees or volunteers during the Campaigns, expressly excluding any and all third-party claims, actions, demands, losses, liability and injuries arising out of, either directly or indirectly, any negligent acts or omissions or willful misconduct by Wal-Mart Stores, Inc.'s and/or Sam's West Inc.'s or their respective officers, directors, employees, agents, representatives or independent contractors.

Wal-Mart Stores, Inc. and Sam's West Inc. agrees to indemnify, defend and hold harmless The Salvation Army, and its direct and indirect affiliates and units, and their officers, directors, employees, agents, representative, and independent contractors from and against any and all third-party claims, actions, demands, losses, liability and injuries to the extent

arising from any negligent acts or omissions or willful misconduct by any employees or agents of Wal-Mart Stores, Inc. or Sam's West, Inc. during the Campaigns or as a result of a defect of the premises of Wal-Mart Stores, Inc. or Sam's West Inc. or of the equipment and materials provided by Wal-Mart Stores, Inc. or Sam's West Inc. for the Campaigns, expressly excluding any and all third-party claims, actions, demands, losses, liability and injuries to the extent arising out of, either directly or indirectly, any negligent acts or omissions or willful misconduct by The Salvation Army personnel.

Insurance

The Salvation Army agrees to carry comprehensive general liability insurance in an amount sufficient to cover any injuries or damages incurred in the performance of and under this Agreement and all other insurance that may be required by law. The Salvation Army shall also maintain any and all employee-related insurance for itself and its employees, including disability, unemployment, and worker's compensation insurance.

The Salvation Army agrees further that this Agreement does not create a relationship of agency, employment, partnership, joint employment or joint venture with Walmart or Sam's Club. The Salvation Army agrees that Salvation Army employees, subcontractors, agents, and volunteers participating in the Campaigns or any other activities on the premises of Wal-Mart Stores, Inc., or Sam's West Inc., are not and will not become agents, employees, or partners, of Walmart or Sam's Club and have no authority to act on behalf of Walmart or Sam's Club or to bind Walmart or Sam's Club to any contract or otherwise. The Salvation Army will not imply or state the contrary to third parties. Neither The Salvation Army nor its employees, subcontractors, agents, or volunteers shall be entitled to any of the rights or benefits that Walmart and Sam's Club provide to its employees. The Salvation Army acknowledges and agrees that The Salvation Army and its employees, subcontractors, agents, and volunteers will not be entitled to worker's compensation insurance benefits or unemployment compensation insurance benefits from Walmart or Sam's Club as a result of this Agreement or any work performed by The Salvation Army or Salvation Army's employees, subcontractors, agents or volunteers under this Agreement.

Intellectual Property

The Salvation Army does hereby grant to Wal-Mart Stores, Inc. and Sam's West, Inc. a limited, non-exclusive, non-transferable, non-assignable, and revocable license to use the name, trademark and logo of The Salvation Army, as set forth in Exhibit C ("LICENSED MARKS of The Salvation Army"), in conjunction with the Campaigns to be conducted pursuant to this Agreement, subject to The Salvation Army's prior written consent of the final form thereof. Wal-Mart Stores, Inc. and Sam's West, Inc. does hereby grant to The Salvation Army a limited, non-exclusive, non-transferable, non-assignable, and revocable license to use the name, trademark and logo of Wal-Mart Stores, Inc. and Sam's West, Inc., as set forth in Exhibit D ("LICENSED MARKS of Wal-Mart Stores, Inc. and Sam's West, Inc."), in conjunction with the Campaigns to be conducted pursuant to this Agreement, subject to Wal-Mart Stores, Inc. and Sam's West, Inc.'s prior written consent to the final form thereof.

Confidential Information

The Salvation Army and Wal-Mart Stores, Inc. and Sam's West, Inc. agree that during the Term, either party or both parties may be furnished or given access to knowledge, information, and documents which are confidential and proprietary to the other party. "**Confidential Information**" means information designated as such by Walmart or Salvation Army or that should reasonably be known to be proprietary and confidential, pertaining to the business of Walmart or Salvation Army, and including, without limitation, trade secrets including, without limitation, information regarding processes, suppliers (including the terms, conditions or other business arrangements with suppliers), advertising and marketing plans and strategies, external communication and media plans and all discussions and communications related thereto, profit margins, seasonal plans, goals, objectives, projections, compilations and analyses regarding Walmart's or Salvation Army's business, salary, staffing, compensation, promotion, diversity objectives and other employment-related data, and any know-how, techniques, practices, or non-public technical information regarding the business of Walmart or Salvation Army. Confidential Information shall not include information that (a) is or falls into the public domain by no fault of either Party; (b) is disclosed to either Party by a third party that is not under an obligation of confidentiality to Walmart or Salvation Army; or, (c) is independently developed by either Party without reference to Confidential Information. The provisions of this section shall survive expiration or termination of this Agreement.

The Salvation Army and Wal-Mart Stores, Inc. and Sam's West, Inc. agree to use Confidential Information only for the purposes of the Campaigns described in this Agreement and will take such steps as may be reasonable to prevent the disclosure or use of any Confidential Information by any of each party's respective affiliates, officers, employees, agents, or subcontractors.

Applicable Law

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Arkansas.

Authority

Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the party on whose behalf he or she is signing this agreement.

Representatives and Successors Bound

This Sponsorship Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

Severability

If, for any reason, any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, is to any extent rendered invalid, unenforceable or illegal, then such term, covenant or condition will be deemed to be independent of the remainder of this Agreement and severable and divisible therefrom, and its invalidity, unenforceability or illegality will not affect or invalidate the remainder of this Agreement; and will continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those for which it has been rendered invalid, unenforceable or illegal.

Notice

Any notice required or permitted to be given pursuant to the terms and provisions hereof will be in writing and will be either hand delivered or sent by confirmed facsimile, overnight delivery service, or certified mail, return receipt requested, to the parties at their respective addresses set forth below. If the notice is hand delivered or sent by facsimile, notice shall be deemed received when actually delivered. If sent by overnight delivery service, notice shall be deemed received by the next business day, or if sent by certified mail, three days after mailing:

TO Walmart and Sam's Club:

Walmart Foundation - MS0150
702 Southwest 8th Street
Bentonville, AR 72716-0150

Attn: Elizabeth Willett
Phone: (301) 768-9100
Email: Elizabeth.Willett@walmart.com

TO The Salvation Army:

The Salvation Army National Corporation
615 Slaters Lane
Alexandria, VA 22313

Attn: Jaime Joswick/Director of Brand Management
Phone: (703)647-4784
Email: Jaime_Joswick@usn.salvationarmy.org

SIGNATURES

WAL-MART STORES, INC.

SIGNATURE: Julie Gehrki DATE: _____

PRINT NAME: Julie Gehrki

TITLE: Vice President, Walmart

SAM'S WEST, INC.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

TITLE: _____

THE SALVATION ARMY NATIONAL CORPORATION, A NEW JERSEY CORPORATION

SIGNATURE: [Signature] DATE: 10/08/20

PRINT NAME: Kenneth Johnson

TITLE: National Chief Secretary

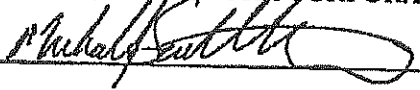
THE SALVATION ARMY, AN ILLINOIS CORPORATION

SIGNATURE: Richard Amick DATE: 10.10.2020

PRINT NAME: Richard Amick
Treasurer

TITLE: _____

THE SALVATION ARMY, A NEW YORK CORPORATION

SIGNATURE:  DATE: 10/08/2020

PRINT NAME: Michael J. Southwick

TITLE: Secretary

THE SALVATION ARMY, A GEORGIA CORPORATION

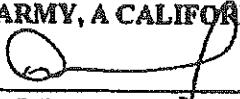
SIGNATURE:  DATE: OCTOBER 8, 2020

PRINT NAME: Ralph Bukdewicz

TITLE: VICE PRESIDENT

THE SALVATION ARMY, A CALIFORNIA CORPORATION

SIGNATURE: _____



DATE: OCT - 7 2020

PRINT NAME: _____

DOUGLAS TOILERUD

TITLE: _____

TREASURER

Exhibit A

Notice of Rules for Solicitation and Distribution of Literature Salvation Army Red Kettle Campaign

To be provided prior to the 2020 Campaign

As part of this year's Salvation Army Red Kettle Campaign, we are happy to provide an area at our facility to support this holiday campaign. This Notice is being given in conjunction with and in reference to the 2020 Agreement between The Salvation Army and Wal-Mart Stores, Inc., and Sam's West, Inc. This Notice is to be signed by the local Salvation Army Affiliate and kept on file at the local Walmart or Sam's Club.

1. Approved Dates and Times – This Notice is in effect for the Christmas season of the year of execution. The 2020 Campaign shall commence on November 21, 2020 and conclude at the end of the day, December 24, 2020 (the "2020 Campaign Period"). Under no circumstance will it be permissible for The Salvation Army to stand kettles prior to the start date or following the end date of each of the Campaign Period. The daily hours during which Salvation Army will be permitted to stand kettles lies within the discretion of the management of the individual Walmart and Sam's Club locations, but will not extend beyond the store's or club's hours of business. On the day after Thanksgiving, Red Kettle workers or volunteers may be asked by local store or club management to stand further away from the entrance and exit doors until the afternoon hours, to allow for safe ingress/egress for Walmart and Sam's Club shoppers. In order to better ensure the safety of shoppers, The Salvation Army workers and volunteers, and Walmart and Sam's Club associates, store and club management have complete discretion to reasonably alter the start and end times on each day of the Campaign Period, particularly on the day after Thanksgiving.

2. Designated Area – During the Campaign Period referenced above, the Salvation Army Affiliate may place one (1) Red Kettle and one (1) Red Kettle worker or volunteer inside this Walmart or Sam's Club location in the areas designated by the store or club manager, which will be at least 15 feet from the entrances to and exits from the facility. Walmart and Sam's Club reserve the right to change the designated area if a change is necessary for the safety of shoppers or for the commercial operation of the facility. Workers and volunteers may not solicit or distribute literature inside our facility, including in any lobby or vestibule, at any time.

3. Expectations for Salvation Army Workers or Volunteers – Each Red Kettle worker or volunteer must adhere to the expectations set out in the Agreement with respect to appropriate behavior and appearance; the setting up and manning of the kettle; interaction with Walmart or Sam's Club shoppers; and dealing with inquires or requests from local media. In addition to those expectations, workers and volunteers may not communicate verbally or in writing any message on Walmart or Sam's Club property that contains or depicts violence, obscenities, pornography, gross or gruesome scenes, racial or ethnic slurs, or inflammatory slogans likely to provoke a disturbance. This restriction applies to all forms of oral communications, body gestures, signs, posters, placards, displays, handbills, or written material.

4. Compliance with Direction Given by Walmart and Sam's Club Management – All Salvation Army Red Kettle workers and volunteers must comply with all requests from store and club management – for example, reducing hours, moving kettle locations, not ringing the bell, etc. Store and club management also have the discretion to remove any worker or volunteer from the premises for violation of any of the rules and guidelines in this Notice and those set out further in the Agreement. At no point should a Red Kettle worker or volunteer attempt to challenge the direction

given by the store or club manager, or his or her designee. If issues arise, the worker or volunteer should immediately contact his or her Salvation Army supervisor.

4. COVID-19 Mitigation Measures – All Salvation Army Red Kettle workers and volunteers must comply with all Federal, state and local guidelines on prevention of the transmission of the COVID-19 virus, including but not limited to all workers or volunteers:

- wearing a mask which covers the mouth and nose at all times while manning the Red Kettle and while on Walmart property
- maintaining a safe social distance (6ft) from anyone else on Walmart or Sam's Club Property

ACKNOWLEDGEMENT

I have read the above rules concerning the solicitation and/or distribution of literature, and I agree to abide by the rules. I agree to inform each participant from my Salvation Army Affiliate of these rules and the need to abide by them. I understand that the failure of any participant to act in accordance with these rules will result in revocation of Salvation Army's authority to solicit during the Campaign Period.

Name of Local Salvation Army Affiliate: _____

Signature of Representative of Affiliate

Printed Name of Representative

Date

Exhibit B

Notice of Rules for Solicitation and Distribution of Literature (Pennsylvania) Salvation Army Red Kettle Campaign 2020

To be provided prior to the 2020 Campaign for Store Locations in Pennsylvania

As part of this year's Salvation Army Red Kettle Campaign, we are happy to provide an area at our facility to support this holiday campaign. This Notice is being given in conjunction with and in reference to the 2020 Agreement between The Salvation Army and Wal-Mart Stores, Inc., and Sam's West, Inc. This Notice is to be signed by the local Salvation Army Affiliate and kept on file at the local Walmart or Sam's Club.

1. Approved Dates and Times – This Notice is in effect for the Christmas season of the year of execution. The 2020 Campaign shall commence on November 21, 2020 and conclude at the end of the day, December 24, 2020 (the "2020 Campaign Period"). Under no circumstance will it be permissible for The Salvation Army to stand kettles prior the start date or following the end date of each of the Campaign Period. The daily hours during which Salvation Army will be permitted to stand kettles lies within the discretion of the management of the individual Walmart and Sam's Club locations, but will not extend beyond the store's or club's hours of business. On the day after Thanksgiving, Red Kettle workers or volunteers may be asked by local store or club management to stand further away from the entrance and exit doors until the afternoon hours, to allow for safe ingress/egress for Walmart and Sam's Club shoppers. In order to better ensure the safety of shoppers, The Salvation Army workers and volunteers, and Walmart and Sam's Club associates, store and club management have complete discretion to reasonably alter the start and end times on each day of the Campaign Period, particularly on the day after Thanksgiving.

2. Designated Area – During the Campaign Period referenced above, the Salvation Army Affiliate may place one (1) Red Kettle and one (1) Red Kettle worker or volunteer inside this Walmart or Sam's Club location in the areas designated by the store or club manager, which will be at least 15 feet from the entrances to and exits from the facility. Walmart and Sam's Club reserve the right to change the designated area if a change is necessary for the safety of shoppers or for the commercial operation of the facility. Workers and volunteers may not solicit or distribute literature inside our facility, including in any lobby or vestibule, at any time.

3. Expectations for Salvation Army Workers or Volunteers – Each Red Kettle worker or volunteer must adhere to the expectations set out in the Agreement with respect to appropriate behavior and appearance; the setting up and manning of the kettle; interaction with Walmart or Sam's Club shoppers; and dealing with inquires or requests from local media. In addition to those expectations, workers and volunteers may not communicate verbally or in writing any message on Walmart or Sam's Club property that contains or depicts violence, obscenities, pornography, gross or gruesome scenes, racial or ethnic slurs, or inflammatory slogans likely to provoke a disturbance. This restriction applies to all forms of oral communications, body gestures, signs, posters, placards, displays, handbills, or written material.

4. Compliance with Direction Given by Walmart and Sam's Club Management – All Salvation Army Red Kettle workers and volunteers must comply with all requests from store and club management – for example, reducing hours, moving kettle locations, not ringing the bell, etc. Store and club management also have the discretion to remove any worker or volunteer from the premises

for violation of any of the rules and guidelines in this Notice and those set out further in the Agreement. At no point should a Red Kettle worker or volunteer attempt to challenge the direction given by the store or club manager, or his or her designee. If issues arise, the worker or volunteer should immediately contact his or her Salvation Army supervisor.

5. COVID-19 Mitigation Measures – All Salvation Army Red Kettle workers and volunteers must comply with all Federal, state and local guidelines on prevention of the transmission of the COVID-19 virus including but not limited to all workers or volunteers: wearing a mask which covers the mouth and nose at all times while manning the Red Kettle and while on Walmart property; and maintaining a safe social distance (6ft) from anyone else on Walmart or Sam's Club Property

6. Political Solicitation and Distribution – In order to provide a neutral environment for our Customers/Members, political solicitation and/or distribution of literature by your group is prohibited at all times and under all circumstances anywhere on Walmart or Sam's Club property, including but not limited to: soliciting signatures for nominating, referendum, or other petitions; picketing, walking, standing or sitting while carrying placards; distributing leaflets, handbills, fliers, or advertisements; providing voter registration services; and using Walmart or Sam's Club property as a forum for discussion of matters of public controversy.

ACKNOWLEDGEMENT

I have read the above rules concerning the solicitation and/or distribution of literature, and I agree to abide by the rules. I agree to inform each participant from my Salvation Army Affiliate of these rules and the need to abide by them. I understand that the failure of any participant to act in accordance with these rules will result in revocation of Salvation Army's authority to solicit during the Campaign Period.

Name of Local Salvation Army Affiliate: _____

Signature of Representative of Affiliate

Printed Name of Representative

Date

EXHIBIT C

LICENSED MARKS
of The Salvation Army



DOING
THE MOST
GOOD®



DOING THE
MOST GOOD



DOING THE
MOST GOOD®



DOING
THE MOST
GOOD®



DOING THE MOST GOOD®

EXHIBIT D

**LICENSED MARKS
of Wal-Mart Stores, Inc. and Sam's West, Inc.**

Walmart



Agenda
11-24-20

TOWN OF HUDSON
12 School Street
Hudson, New Hampshire 03051
603-886-6024

6C-2

APPLICATION FOR HAWKER/PEDDLER/ITINERANT VENDOR'S LICENSE

Hudson Town Code, Chapter 232

Please complete the following information in full and return application to the Zoning Department.

1. Applicant Michael L. Bevens DOB 10/19/71
2. Applicant's Address 8A Applewood Rd Pelham NH 03076
Home Phone # 603-635-1928 Business Phone # 603-365-5802
3. Goods sold in the Name of B & B Catering
Address & Phone # if different from Self _____
4. Type of Vending Operation/Merchandise to be sold Hot & cold food, drinks & snacks
5. Description of Stand or Vehicle (include Make/Model) 2011 GMC Sierra 3500 Blue
License # 10BSM71191 Registration # 3012561
6. Date of Sales Monday - Friday 8-2
7. Proposed Location(s) of Sales (be specific) CPI, Chase Clarks, Sullivan, Keystone, one stop, Jokes, Reed Ferry Sheds
8. Approximate length of time at each Location 10-15 minutes

• If proposed site is situated on private property, include a written statement from the owner and possessor of the property proposed to be used. This statement shall indicate consent by BOTH the owner and possessor for the proposed use and the period of time for which consent is given.

• Include copy of valid New Hampshire Hawker/Peddler/Itinerant Vendor's License* obtained through the Secretary of State's Office (271-3242), and in the case of sales relating to foods or beverages, a copy of a valid Food Service License, issued by the State Department of Health & Human Services (271-4589).

• Applications will go before the Board of Selectmen at their next meeting following successful completion of this application, which is forwarded to the Selectmen's Office by the Zoning Administrator. If granted, applicant will be subject to all provisions of Chapter 232 of the Hudson Town Code governing Hawker/Peddler/Itinerant Vendors.

• Fees are \$5 for each day, \$25 for each week, or \$100 for each year. Annual licenses expire 12/31 each year.

*Exception for State License: Any person selling the product of his own labor, or his family, or the product of his own farm or one he tills. (RSA 320:3-II)

I, the undersigned, certify that all information provided in this application is true and complete to the best of my knowledge. I understand that any false statement will be considered sufficient grounds to refuse issuance of a license to operate within the Town of Hudson, New Hampshire.

Name Michael L Bevens Date 11/13/20

E-mail Address MLB71@comcast.net

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____


State License (Date of expiration) 10 / 7 / 2021

Health License (Date of expiration) 2 / 28 / 2021

Owner's Permission

Recommended

Not Recommended w/reasons _____



Zoning Administrator

11-17-20

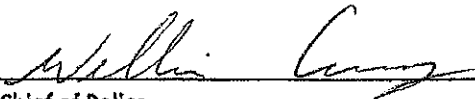
Date

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

Recommended

Not Recommended w/reasons _____

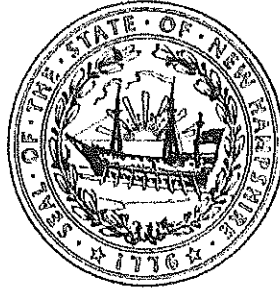


Chief of Police

11/19/20

Date

The State of New Hampshire
Hawker & Peddler State License
Department of State



Michael Bevens

(not valid unless signed by Applicant)

Date October 7, 2020

This certifies that in accordance with RSA Chapter 320

Michael Bevens of 8A Applewood Road, Pelham, NH 03076
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

A license is hereby granted to the said Michael Bevens to sell, throughout the state, any goods, wares
and merchandise, the sale of which is not prohibited by the laws of this state.

Date of Birth 10/19/1971 Height 5'9" Weight 165

Color of Hair Brown Color of Eyes **Blue**

Distinguishing Characteristics **None**

License Number **2020/213**

This License Expires October 7, 2021

[Signature]

Deputy Secretary of State

This license may be laminated



New Hampshire Department of Health and Human Services
FOOD PROTECTION SECTION
29 Hazen Drive
Concord, NH 03301-6503
603-271-4589

Food Service License

This certificate of license has been issued to

MICHAEL LAWTON BEVENS

known as

B&B CATERING


located at

8A APPLEWOOD RD in PELHAM in the state of NH

Under provisions of Chapter 143-A, New Hampshire revised statutes annotated.


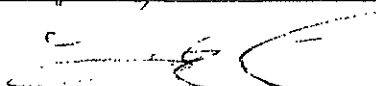
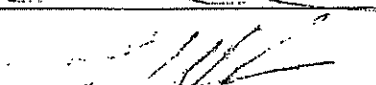
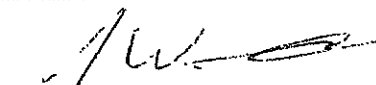
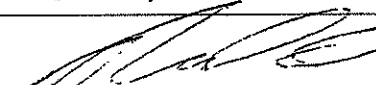
This license will be in force to February 28, 2021

Establishment Type **16D3 Cook Unit**
Seating **0**
Facility ID **FA0002028**


Colleen Smith, Administrator
Food Protection Section
Bureau of Public Health Protection

LICENSE SHALL BE POSTED IN PUBLIC VIEW AT ALL TIMES - THIS LICENSE IS NON-TRANSFERABLE

The following businesses allow Michael Bevens of B & B Catering to sell food and beverages on the premises as noted below daily between the hours 8:00 AM to 2:00 PM in accordance with the Town of Hudson Hawkers and Peddlers licensure requirements Chapter 232.

Business Name	Address	Signature
SL Chasse Steel	8 Christine Drive	
Clayton's Auto Repair	5 Christine Drive	
Clark's Car Care	317 Derry Road	
Key Stone Carvings	One Rebel Road	Vicki Keedall
Sullivan Tire and Auto Service	134 Lowell Road	
Continental Paving	One Continental Drive	Dena Chamberlain
One Stop Auto Body	150 Lowell Road	
Jok Auto Sales & Services Inc	150 Lowell Road	Lucas Johnson
Bobcat of NH	2 Tracy Lane	Dennis Doolan
Reeds Ferry Sheds	3 Tracy Lane	Henry Perini

HUDSON, NH BOARD OF SELECTMEN

Minutes of the October 20, 2020 Budget Review Meeting

6E

1. CALL TO ORDER - by Chairman Morin for the meeting of October 20, 2020 at 7:00 p.m. in the Selectmen's Meeting Room at Town Hall.
2. PLEDGE OF ALLEGIANCE - led by Chairman Morin
3. ATTENDANCE: Board of Selectmen: David Morin, Kara Roy, Normand Martin.
Excused Absence: Roger Coutu, Marilyn McGrath

Staff/Others: Steve Malizia, Town Administrator; Bruce Buttrick, Zoning Administrator; Elvis Dhima, Town Planner; Brian Groth, Town Planner; Linda Pilla, Library Director; Barbara Blue, Library Trustees Chairperson; Erin Henderson, Library Treasurer; Jill Laffin, Executive Assistant.

4. BUDGET PRESENTATIONS

Chairman Morin recognized the Town Administrator for a follow up from the last meeting. The Town Administrator started off saying, I put some documents forward for you that should be on your desk. Basically what you've got in order is the summary of what you did at the last meeting, so if you look at this document, the second column from the left is the actual cost of what you did the other evening. You'll also notice at the bottom there are two additional warrant articles. One was an article for the paving and the other was an article forwarded by the Library Trustees for establishing a capital reserve fund for the Hills Memorial Library.

The next document is quite simply put, is a document that shows you the accounting of the accounts you modified on the first budget night.

One of the outstanding action items you asked for was when Jess Forrence was here we talked about the Benson Park. Specifically the train station mitigation of asbestos. Mr. Forrence has provided a memo. There are three quotes in this packet here. The low bid was the \$3200 and change so we rounded up to \$3500. This is to mitigate the asbestos. So if you look through this packet you've received there's a chronological order put together by the Benson Park Committee secretary, followed by the spec that they looked at for an inspection report and then three bids to mitigate. So they're all under the \$4-5,000 range. The lowest one is what they're recommending we go with a year from now. So whether you want to come back and take an action on that, that's up to the Board. But that's what you asked for there. Selectman Martin spoke up and said, nope, that's good.

The Town Administrator went on to say, the last two things in the packet, I prepared a warrant article for paving. The Board discussed raising an additional \$200,000 for paving. You asked for a warrant article. I did run this by the Attorney. He's got a little trepidation about doing a warrant article for it. He recommends you put it in the budget, but I know you want to be transparent. So this is written so that we don't lose the money that's already in the budget for paving. If you look about eight years ago when we raised it up last time it was a very short warrant article. It created a lot of confusion for people. They did not know what we were doing. So the intent if I understand correctly from this Board, add \$200,000 and that will be the new baseline for paving going forward. So this article states that. Selectman Martin asked, 200 plus what's in the budget? The Town Administrator replied, this is in addition to what's in the budget. This is raising another 200. Selectman Roy said, yeah, the last line says it this increase in the Public Works Department's paving budget. The Town Administrator added, yes, so just to make it explicitly clear. So you're all aware of that. Again, you took a decision to not vote on forwarding warrant articles just yet, but I prepared it for your consideration.

The Town Administrator continued saying, the other warrant article I received was from the Library Trustees. I've included this here as they've written it. This is to establish a new capital reserve fund for the Hills Memorial Library building. A few years ago we did not for the Rodgers Library building. It does not transfer over here because it specified the Rodgers Building. Certainly the Trustees, I don't want to speak for them, they can speak for their article, but they forwarded it so you have it for your books. And that is what I have for a summary right now.

Library (5060 & Warrant Article L)

Chairman Morin recognized Barbara Blue, Library Trustees Chairperson. Ms. Blue. Ms. Blue came forward along with Linda Pilla, Library Director and Erin Henderson, Library Treasurer. Ms. Pilla started by saying, good evening everyone. We're here this evening to present the FY22 budget for Rodgers Memorial Library. You requested a level funded budget on the operational side so that is what I prepared. Per conversation with Mr. Malizia I've prepared the payroll side of the budget with a step program for the seven full time librarians. The rest of the staff including myself and the facilities manager, I have included a 3% COLA, cost of living increase. That number is reflected on the salary line item. If you open your budget moving on to the operational side, first take a look at line 206. There is a \$7,000 reduction in that line. That's 25% of last year's budget. We did have the lights upgraded at the end of FY19. FY20 was already funded at that time and for 21 we requested the same amount as we did not have sufficient data available at budget time to predict the total savings. We're comfortable now though we're seeing a measurable success in saving money on our electric bills. I reallocated those funds to other lines that have been underfunded such as 412 which has been increased to allow us to support more virtual programming and remote learning during this COVID time. There's a few other lines that have got very small increases but I'm open to any questions from the Board at this time.

Selectman Martin said, just a comment. That this is very well prepared. The tax payers have been taken into consideration which is and I love the savings, 25%. That's really good. Yes, I agree with moving that money to working with other items in their budget. That's good fiscal management. So that's all I have Mr. Chairman. Thank you.

Ms. Blue then explained, we have a warrant article up for the Hills Memorial Library because right now the fact is it's an old, old building. It could need a new roof, or all sorts of repairs. So we want to be prepared in case something should happen we'd have the money available to make those necessary repairs. Chairman Morin asked, how much you looking to put in it? To which Mr. Malizia replied \$25,000 I believe is what they're looking to start it with. There were no questions from the Board. Selectman Martin commented that he feels this warrant article is pretty straight forward and prudent to have it done. Selectman Roy then said, so we're not voting on the warrant articles or doing anything with those tonight. The Chairman thanked the ladies for coming.

Trustees of the Trust Fund (5020)

Chairman Morin recognized Town Administrator Steve Malizia. Mr. Malizia explained, this series of modest departments are sort of the small departments like Trustees and Checklist Supervisors. In essence they're all level funded. They're pretty simple accounts so it shouldn't take too long to spin through the majority of them. They are level funded for the most part. There may be a couple dollars one way or the other, but in general relatively modest budgets.

So Trustees, looks like just a little bit on the part time salaries. A 3% raise for the bookkeeper. Seeing no questions.

Cemetery Trustees (5025)

Mr. Malizia stated; this is level funded. There are no salaries here. Selectman Martin was recognized and said in this budget, I don't know if anyone of the Trustees have reached out to you. Have the newer one reached out to you the young lady? I can't remember her name. The Town Administrator asked, Ms. Gannon? I've corresponded with her through the year, but not recently. Selectman Martin then said, she has been doing some work cleaning headstones. But there's not enough money in the budget to cover the cleaning supply, but I did tell her to submit the receipts so she can get reimbursement. But I think it's prudent of us to put a little more money into this budget so she doesn't have to use her own money. Selectman Roy was recognized and asked, do you know how much she spent? Because that would be helpful to know how much to raise it to. Selectman Martin said, that I don't know how much she spent or what she's using to clean these headstones. But she showed the difference in the headstone

on Facebook and it looked pretty good. I guess I will reach out to her in an email and find out how much she exactly spent and then we can talk about it. The Town Administrator said, the history if you look at it has been pretty minimum. Selectman Roy replied saying, right, but it's also been fairly inaccurate. The Administrator agreed that that's probably an accurate categorization. I know Highway goes in and cleans and does things but someone wants to restore headstones, there's certainly money this year and the same budget next year. Chairman Morin asked, did we hear from the Chairman of this committee at all? The Town Administrator replied, I don't recall. KC handled all that when she was here. Selectman Martin then said, I'll correspond with her and get some information on how much she spent. Selectman Roy said, and we added a cemetery too, right? Last year? The Town Administrator replied, we did, yes. Seeing no further questions, the Chairman Moved on.

Supervisors of the Checklist (5025)

The Town Administrator explained they're election officials. They're elected. They should be level funded. Selectman Roy added, they're actually down a lot because they only have that one election. Oh, I'm sorry, I'm at the wrong one, I think. The Town Administrator added, we budget them. They get a stipend that's set by the voters. They have to do all their requirements through the year so they're level funded from one year to the next. Seeing no questions the Board moved on.

Treasurer (5050)

The Town Administrator said, elected official again. The only thing in this account is the salary. As you know we've gone to an appointed treasurer which you will be looking at to make the appointment come February. Selectman Martin spoke up saying, okay because her term ends and? The Town Administrator said, no because we just voted on that. You have to wait a year after the vote. It won't make a difference in the pay or anything, I'm just pointing it out to you. But this is level funded.

Sustainability Committee (5055)

The Town Administrator explained, this is pretty modest. I believe they spoke to KC and they're level funding their budget also. It's mostly for advertising and small materials when they do cleanups. Seeing no questions, the Chairman moved on.

Benson Park Committee (5063)

The Administrator explained, modestly funded. It's the same over last year. This is basically to help with the cleanup phase, signage and other little supplies they need. As you're well aware the park itself is in the parks budget, this is just for the committee, for their modest needs. Selectman Martin then said, so the meals in Town. The Town Administrator said, so when they do cleanup days they buy water, they buy pizza, whatever they provide to the volunteers. That's what that budget is. Selectman Martin laughed and said, very small. They feed very little people then because since '18 they've spent \$50.00 if you average it out. The Chairman then said, a lot of the times they try to get everybody to bring some potluck and donations. But do to the fact of COVID they've been purchasing it to keep everything safe. Seeing no further questions the Chairman moved on.

Budget Committee (5070)

The Town Administrator said, again, elected officials. Its level funded for basically notices, newspaper ads and modest office supplies and registrations should they get new members that should want to attend NHMA workshop.

Ethics Committee (5080)

The Administrator explained, \$100.00. Again, very modest committee here. No salaries in there. Basically we put

some money in just in case they need to do a newspaper advertising or publicity for an ethics hearing.
Planning & Planning Board (5571-5572)

Selectman Martin laughed and said, this is the one I've been waiting for. Brian Groth, Town Planner, came forward and explained, the budget for the Planning Department and the Planning Board pretty much remains the same. It tends to be the right number in the various accounts and we tend to hit those things every year. The difference here is, last year I was before you and asked for an out of budget item for \$5,000 to perform a zoning and regulatory audit with NRPC. That's removed from this budget. What I did introduce this year, however, is an outside the budget request item to continue having a part time assistant planner position. That's based on, it's pretty much the same rate as it was this calendar year. This calendar year we had it for \$38,500. This is proposing \$40,000 to account for any flexibility. The Planning Board remains the same as well.

Selectman Roy asked, so we contracted with NRPC for them to provide this individual? The Town Administrator said, yes, this is a contract, this is not an employee of ours. This is a contracted service. Mr. Groth went on to say, it's a nice arrangement. I can tell you that for the past month and a half it's worked out extremely well. I've had an assistant planner here two days a week. He's relatively new in his planning career, he's been excellent. Just the amount of assistance he provides the Department, both Brooke and myself, is really tremendous. These very busy times every little bit helps. Mr. Groth added, to be truthful, in "regular" times, I might have been in front of you tonight trying to convince you for a fulltime assistant planner. But given the times we're in, and the request for a level budget, I'm asking simply for this. Selectman Martin asked, is that an outside the budget request, no? Is that in your budget? The Town Administrator said, this is an outside the budget request. It's at the front of the section, that's why he's speaking to it. His budget, the labor piece, is calculated based on the contracts and the benefits. His actual operations piece is down 16% because again, he spoke about this \$5,000 he's removed. But this \$40,000 that he just spoke about, or up to \$40,000, that is not in the budget because he's actually less than level funded. Selectman Roy then asked, so you need a motion to add this? The Administrator replied, if you were to add it, you'd need a motion similar to what you did last week on one of the other...Selectman Roy made a motion to add \$40,000 to line 5571-252 to contract a part time assistant planner through NRPC. This was seconded by Selectman Martin.

Selectman Martin was recognized and said, I did hear you correctly. Does it help you a lot? It helps alleviate some of the work because you're busy with Hillwood. Mr. Groth replied, obviously this project has a tremendous impact on personnel in the Planning Department and other departments as well. But generally speaking even outside of this project, what that planning position allows the Town to do, is expand the capacity truly of the Planning Department. So activities such as economic development related activities, grants, creating new zoning regulations that respond to some of the results we found in the Master Plan, those are all things that in order for them to be accomplished, it requires some assistance for the day to day Planning Board business. The day to day counter walk up business. That kind of thing. Selectman Martin replied, okay. Motion carried 3-0.

Zoning and Zoning Board of Adjustment (5581 & 5583)

Chairman Morin recognized Zoning Administrator, Bruce Buttrick. Mr. Buttrick started off saying, good evening Mr. Chair and the remaining Board. I've prepared the budget for two sections Zoning Land Use 5581, which is the office operations and then 5583 is the ZBA Board. We have two particular budgets, I guess you might say, kept within the level funded with the acceptance of the salaries and insurance. There's nothing to add to that. Basically developed the budgets based on our actual expenses carrying forward from the past couple years. The Town Administrator added, the operating portion of this budget has actually been reduced by about 4%. Then the ZBA is a static number. It's the same level funded from year to year. Again, some of that's unpredictable. We don't know what we're going to get, but we do the best we can. Selectman Martin was recognized and asked I just want to know, how is having that set of hands working for you? The extra admin? The administrative aide that you have? Mr. Buttick replied, she's tremendous. Selectman Martin said, okay, I just want to make sure we're right on track to make sure everything is working good. Mr. Buttrick added, that was a godsend, really. Seeing nothing further the Chairman moved on.

Engineering (5585)

Chairman Morin recognized Town Engineer, Elvis Dhima. Mr. Dhima started off by saying good evening, thank you Mr. Chairman, good evening everyone. First item for you tonight is a request for outside of the budget expenditure in the amount of \$50,000 and it has to do with engineering services for the only bridge the Town has on the red list.

We own 10 bridges in Town and one of them is on the red list. This particular one was done in 1987. It's a galvanized pipe. It's showing some fatigue. I walked the pipe and I brought the Town Planner with me. Of course I let him go first just in case (laughter). It turns out that it was okay but it is showing signs of corrosion. So what typically happens is over time those holes get bigger and the bellies gone. Usually when the belly's gone the whole thing caves within itself. This is not something that's gonna happen next year or the year after, but we're at that point that we need to start planning to address this. \$50,000 will get the design done. And a year from now, hopefully the same time, I'll be in front of you asking you to do the construction portion. The construction portion will only consist of lining the bottom of the pipe without cutting out all of Lowell Road obviously. Basically buying the Town about 20-25 years before we have to do in and do with this in a full blown out Cadillac version. Selectman Martin asked that's the pipe right there at the light, right? Mr. Dhima replied, that's basically exactly. About 1,000' away from the intersection of Central and Lowell, yes. Selectman Martin then asked, does that water continue to run under a certain parking lot? Mr. Dhima replied, no that's another one. That's the second brook. This is the one before that. The one here is the first brook, then the one at Lowell and Birch is the second brook. They both go to the river, but yes. This one is the first brook. The other one is next. That's another one we're keeping an eye on but it's not on the red list. So with that said, I think the right thing to do is to start planning for it. Obviously being proactive. And I'm here to ask the Board if they're willing to entertain that. Selectman Roy asked, do you have a guess in today's dollars, I guess, how much it will cost to repair that? Mr. Dhima answered, so a similar pipe we spent, we did Central Street similar to this. It was a little bit smaller and shorter, and I think the State estimated \$450,000. But we ended up doing it on our own for about \$150,000. So I expect construction of that particular project to be somewhere between \$300,000-400,000 depending what we get for water going through the pipe. The biggest cost believe it or not is making sure we can get the water of the first brook from one side, from the upstream, downstream, while we're doing the work. Because obviously we're not going to close Lowell Road. I can tell you that much right now. So it's de-watering. If we get a drought like we're in now, piece of cake. If we get rain then we're going to have to put bigger pumps there to make sure we can get the water from one side to another because we can't stop. Once construction starts they're going to put the dams up, then we have to make sure we have the power to get the water from one side to the other. We've done it in the past. We know exactly what we need to do, the first thing is just doing the design to know exactly what we're getting into it. As I said, we have time. Right now it's rated as a four. The next step would be probably a three. Then you get a two and then they basically tell you, you should close the road. We're not there yet. We're two-three years out at least. But, it's good to have this in the works. Again, take into consideration what's going on, I don't want to put too much in front. But I think the best thing to do is to get the design done. Mr. Malizia added, that construction would actually be a warrant article not next year, but the year after, so they'll be able to weigh in on that. Mr. Dhima added, that's how Central Street was handled. We put it out there, we got the votes. I think people understand when you tell them, let's close Lowell Road, but for now it's just simply the design. That is the only item outside of the budget we need to consider. Selectman Martin made a motion to add \$50,000 to account 5585-225, Engineering Fees for the design work for the Lowell Road over First Brook Bridge. Seconded by Selectman Roy. Carried 3-0.

Mr. Dhima went on to say next item is the operating budget for the Engineering. As you know we do have a new hire, Don Kirkland. He's been great. Because of that we're going to be able to cut engineering services related to the Land Fill. That's going to be handled in house now. So that's why you see a reduction in operation services of just over 1%. With that said, everything remains the same pretty much. We're going down a little bit because we're going to handle that in house now moving forward. That's all. I'll take any questions you might have. Selectman Martin asked, I know he hasn't talked about vehicles, but I want to ask about vehicles. I know that usually was a hot topic in the past. So are we getting hand me downs from the Police Department still? The Town Administrator replied, yes. Selectman Martin then asked, do we know if the hand me downs are beat up beyond, not outside, but the engine and the stability of it, are they beat up? The Town Administrator replied, we try to get the better models so that we get a few years out of them. We don't take all the beat up stuff, we kind of try to stay away from doing that because then we're just going to put the money into it. The Police, if they trade in the beat up ones, they get less trade-in, so we have to account for that when we plan for doing that. In other words, if we're getting the better trade-ins, we have to put that cost into whatever cost center is getting that better trade-in. short answer is we still move the vehicles over from there to here. We try to keep the better ones. Are they all perfect? No. are they serviceable for our needs? For the most part. I believe he (Town Engineer) has a pretty serviceable vehicle. Mr. Dhima added, we have two vehicles right now. We call them the Ranger Danger and the Tahoe. Ranger Danger, obviously is used by the Civil Engineer, not myself, so we're good (laughter). But we take care of our equipment. Everything passes. We're in good shape. The Chairman added, the cars that are handed down police, they have a good maintenance program. So they're taken care of while they're patrol vehicles. Selectman Martin said, the next lead in question is, maintenance of them. Have you put a lot of maintenance in the vehicles since you've gotten them? The Town Administrator added, you tires, oil changes. Occasionally you have to do something to it, maybe

a transmission or something. You don't have to replace them. They've had use. They're not typically high, high miles. They're not over 100,000. They're not even over 80,000. A lot of them are lower miles. We're judicious and careful. When we're done we give them back to them to trade them in. We're not just scrapping them typically. They're not really worth much by then, but they're worth something. Selectman Martin then asked, there's two for Engineering and one for Assessing? Mr. Malizia replied, Assessing has one, Engineering has two, Zoning has one. Selectman Martin then said, so we have like four vehicles here at Town Hall. The Town Administrator answered, I believe, off the top of my head that sounds correct. Selectman Martin thanked Mr. Malizia and the Chairman. Seeing nothing further, the Chairman moved on.

Sewer Fund (5561, 5562, 5564)

The Town Administrator explained, just for the public notification, sewer, there's a rate for that. So if you're a sewer user you pay for the sewer. The rate remains unchanged. It's been unchanged for many years. It's a very good value in my opinion. We're able to accomplish everything we need to accomplish. We have strong reserve funds there and we're always looking to make sure we're not paying for more than we need to pay for. In other words, we look for the inflow infiltration, which is any water leaking into the system. We have a very strong program to really get that out of the system so we're not paying for "water" we're paying for actual sewer. As we're all aware, we ship all of the sewer to Nashua. We own 12.58% of that sewer plant. It appears we get our share of the capital cost for that plant but it all fits within the rate structure we have. Again, we've had healthy surplus and healthy reserve funds for this utility.

Mr. Dhima added, we've done very well with upgrading all our infrastructure as well. There's a few things here that will call for additional capital improvements into it. One of them is flume. We did the evaluation last year. Results were fantastic. We've been advised to line both flumes the pipes, basically they get the sewage from Hudson to Nashua. That's part of this capital improvement project. We have infiltration inflow also added to this. In addition we're putting a significant amount of money on the rest of the pump stations that we have out there. Everything so far, has been excellent. We've done a lot of work. We're in really good shape. Everything has been hooked up so we have access at all times when it rains. Right now we're implementing an I & I program for \$30,000 on the Industrial Drive side. We're going to try to identify where this additional water is coming in from when it rains. Overall we're in good shape. We keep putting money into it so we can't go wrong. Seeing no questions, the Chairman moved on.

Water Fund (5591-5594)

The Town Administrator explained, the water utility is also paid for by the utility users. As I keep saying every year, this is now year 22 without a rate increase. We're paying the same rate for the same amount of water that you were in 1998. I think that's a tribute to everybody working together. We've got Whitewater, that's our vendor that operates the system for us. They've been doing a great job. They're on top of things and actually making some improvements to things. They replaced chemical tanks this week at our wells, a necessary repair. But again, it's a very stable utility at this point. It's got decent reserves in it and we've done a whole bunch of capital projects, as you're well aware with upgrading pump stations, everything has generator backups. We're in really good shape with this utility. Mr. Dhima added, we've got a lot of programs and procedures now that we have a much closer look and we control all the subcontractors versus in the past Pennichuck was supposed to do it. Everything goes through the Town now. So we pay the bill directly. The subcontractors, we have the schedules, it's a much tighter operation now. We have put a significant amount of money into the hydrants, getting them all up and running, there's weekly emails that go out if anything goes out, so it's a much, much tighter. If they Fire Department uses something they let us know, we make sure everything operates when they go back. We still have a lot of work to do but we're on track. One of the big success stories out of this year has been a significant amount in changing meters. Which has resulted in a reduction in our water losses throughout the system. So we're doing really good. Actually for the second actually,

average right now we're below industry standard, which is 60%. We're pushing about 10-11%. We're always going to have losses in the systems. Nothing is 100% but to get it under that has been huge. The reason for that is we're replacing more meters now. Which means we're registering more. Also we found a lot of leaks as well. I don't want to say its air tight, but it's getting there. A very good job on that.

Chairman Morin asked, how did our wells do with this drought? Mr. Dhima replied, levels got down, as you know we were one of the few municipalities that did not close basically like everyone else did, including Nashua, which was at the last minute. We have to keep an eye on it. The two major concerns or two major areas that we have to focus on moving forward is the drought conditions. As you know this Board made a decision to adopt three tiers. So we do have that in place now if we do need to execute it. The other one is p-foss. Governor Sununu has an executive order out there that basically dropped the rates, the limits for the p-foss. Basically making New Hampshire a state with one of the strictest standards in the world at this point. Not even just United States. Our wells are below those levels right now, so we're okay, there's a lot of municipalities out there gonna have a lot of issues moving forward. p-foss is something that never goes down on its own. We believe at some point we'll have to deal with that. We are not quite there yet. We test it every month. Our averages are okay. But that's something we have to deal with in the future. But those are the two major things. Drought and p-foss. Everything else is in good shape. We continue to do the capital improvement projects. Very aggressive on the meter replacement programs, trying to catch up and get that under the 10 year replacement cycle, but overall in good shape.

Selectman Martin was recognized and said, just a question of Steve. I just saw it, sorry. The Town Administrator said, six more years for the big bond payment. We pay it off in 2028. There's another one we did for improvements, I think it's 2025, its three years before that one. In 2028 no debt. We're going to own this thing outright. Which is a great step. You're going to have a lot of money left over. When I say that they'll be quite a bit of money. You'll be able to probably do some major projects or put some major funding into reserves or maybe even cut the rates again. But that's for a Board down the road to decide.

Conservation Commission (5586)

The Town Administrator explained, this is level funded. The big ticket item in this is doing the invasive weed species control over at Atonic and/or Robinson, which we always get a grant from the aquatics through the State. So we basically budget the same thing every year and we do the same thing every year. That's our contribution to the Conservation budget. As you're well aware, they have their own money and their own ability to do things. This is basically what's coming out of us. So its level funded. Seeing no questions the Chairman moved on.

Mr. Dhima asked, did the transfer station retaining wall? The Town Administrator replied, we talked about that with the Public Works Director. I don't know if they Board had any other questions about the transfer station we talked about? He had a hand in putting that together with Mr. Forrence. The Board did not have any questions regarding the wall. Mr. Dhima did explain, it's part of the master plan, obviously it's the right thing to do. Hopefully the voters vote for it and they see the value into it. We're getting close to the design. I have an estimate. It's the first step to a great transfer station down the road. Chairman Morin asked, what's your vision on how long it's going to be before we end up doing the scales and everything. How long do you think that's going to take? Mr. Dhima replied, so if we do the retaining wall, hopefully the voters vote in favor of this. The approach right now in Public Works is we're going to try to keep everything under a million dollars to keep the ball rolling. The scale could be next. As you know the contract is going up next year. I think if we have this in place and the scale also, we can start negotiating. The Town is in a better position to negotiate the contract at this point. I think the biggest piece will be the building. The building, we're trying to figure out what the needs are and what they could be. That would be the biggest cost. Everything else, I think we can have everything done under like \$300,000-\$500,000 dollar segments and get it done in five years probably. Chairman Morin asked, when you say building, are you talking just like a metal shed to cover or

you're talking an actual building? Mr. Dhima replied, basically the Town wants to get to handing the operation over and becoming a regional point, you will have that option. This Board will. Obviously you will be presented with those options and the way the rates work and how they'll work out. The benefits for it, cost analysis, but from what we can tell, if we can get it done for \$3.5 million overall to \$4 million dollars, the entire landfill, or the transfer station and having it turnkey and see if we can drop the rates, what you pay now, what you could be paying. It could pay for itself in 5-7 years. Similar to the water. You'd be able to keep the rates the same and when you pay it off its just gravy after that. Recycling, trash removal, it's gonna be an expensive business as they get more and more environmental friendly. More regulations, harder to get rid of things. It's coming. Chairman Morin then asked, how about compost? Mr. Dhima replied, same thing, we have a massive area over there. if we want to do something else about it, hand it over, turn it. Right now there's a significant area already dedicated to that. The Chairman asked, but that all gets shipped out, though right? Would that be part of our transfer station? The Engineer replied, it could be. The Chairman went on to say, and then sell it like Nashua does? Mr. Dhima said, it could be part of that, yes. We have the area identified in the master plan. Right now we're just focusing on the flow, how things work. But the consultant we have hired, they know exactly what that operation is, where it's located, how much we have and all that. Just have to figure out to do rates versus how much we want to put into it. The way it's working right now we have to come up with the capital first. Then we'll see the benefits later. It's not like we can get a piece of the contract and have that use. That's going to be the challenge. How we convince people to do this because it's going to pay off in the long run. I think it's the right way to do it. It's in the right direction. Seeing now further questions, the Chairman thanked Mr. Dhima for his time.

BOS/Town Buildings (5110, 5115, 5120 & Warrant Article H)

Mr. Malizia explained, you're back at the front of the book. This basically covers our office area. We already talked about that request there. So this is basically our office area. It's actually level funded bottom line. You're salaries, all of that is in this particular cost center. Seeing no questions.

The Town Administrator directed the Board to page eight in this section. He reviewed the costs to run the facility here. Selectman Roy asked, I just have a question because the library brought it up. Have we looked into changing to the same lighting system that they have in there? They save like 25%. You know what I mean? The Town Administrator replied, so we did them so many years ago here. Seven or eight years ago maybe. It's probably been about that long. So we have not gone back out to redo that. He went on to say, it's not something we couldn't not do. Usually Sustainability Committee kind of comes up with the recommendation. Slowly, but surely, when things blow out, we've been trying to look at LED fixtures because the price has gotten better. But it's certainly a big expense. And again trying level fund so I didn't do anything fancy with this particular year. Chairman Morin added, I think Sustainability has capital reserve fund now. The Administrator agreed, they do, we started it last year.

Community Center building was brought up by the Town Administrator. He said, we moved this over to the Recreation Department because that's their residence. So they'll come in and speak to that.

Town Poor (5151)

The Town Administrator explained, we level funded this. We seem to be holding our own this year. Again, I don't see any reason that we're going to exceed the \$80,000. As you know Ms. Wilson handles that and does an excellent job of looking for resources to guide people to. Not only are the Town but there other resources in the area. \$80,000 again, it's an estimate. So far this year even with all that's going on she's managed it very well. A lot of times it's rent. That's the big critical one here. After rent it's usually a utility. Like a gas bill or an electric bill. There are programs that Kathy can put people in so she works all of that system. Rents are high around here so that could be difficult. That's typically what we see the most of. Seeing questions the Chairman moved on.

Legal (5200)

The Town Administrator explained, legal, obviously we have our Town Attorney. I believe next year we'll be negotiating one labor contract. That will be the support staff. It's kind of nice it's staggered. We didn't have to do any this year. Everybody is under contract. But next year the support staff will be up for consideration. So I put money for that. We'll still have value defense. That's what we're trying to protect our utility valuations. As you're well aware we've had ongoing cases with Eversource and Fairpoint. So we keep money in for that. Jim Michaud raised an interesting point. We had a discussion. I didn't put any money in for it because I don't know the number. But as you're well aware there's a large development going through the Planning Board right now. Should that development become litigious for some reason, in other words litigated, We're going to probably be paying legal money. We have a budget, I just don't know if it's going to be enough if that were to be a large case. But I don't know what number to tell you. Selectman Roy said, it's a hard thing particularly since it hasn't happened yet. The Administrator added, I have no indication that it's going to happen, but I'm just telling you, I point it out for this Board's edification. We have contingency money. Selectman Roy said, I was going to ask. The Town Administrator went on to say, which you in theory could direct towards that. But again, that might leave you exposed on something else if something else happened. What is that something else, I don't know? But I thought it was prudent to mention from a legal perspective. I didn't put anything in here because I really don't know what I would put in there. I did assume a modest increase for the Attorney. He's been working for us for six or seven years at the same rate. I anticipate an increase but I was able to balance that off by looking at the labor negotiator and backing off a little bit of that. So its level funded. I didn't know where else to go. But at least I wanted to raise the possibility that if we got into litigation that could add up. It may require other outside council for that matter. Selectman Roy said, but again we won't know that until we sort of get that or at least get closer to it. The Town Administrator added, I'm not saying it's going to happen I just don't know. It's the kind of thing that makes you a little bit...we would have contingency so I could at least fall back on that. Quite honestly if we were to become in some sort of litigious situation, typically it takes time. it would tend to span more than a fiscal year. Selectman Roy added, yeah, particularly for cases like that that are complicated. Mr. Malizia added, we could be discussing it at this time and then have maybe an idea. Selectman Roy added, and the other part of that is will the courts have caught up by then? Discussion of how long it could possibly take. The Town Administrator added, again, I just raised the specter just so you know that nothing is in here for that possibility but quite frankly I don't know what to put in there. Selectman Martin added, I don't think we'll be in court next year. The Administrator added, typically, if you look across the line we typically do a good job managing our legal. I think last year the actual \$62,000, I keep a pretty close eye on it. I make sure that I understand. If there's a free resource like NHMA if we can get an answer from them we do. Dave Lefevre knows us pretty well, knows our business pretty well, so he doesn't have to do tons of research typically because he knows pretty much the issue and frankly he's probably seen it before. Again, I could tell you stories back in the early 00's. We were up to \$300,000 a year in legal costs. We had years of that kind of number. So this is great. It's great to have a single practitioner like this. He doesn't milk us. We can get to what we need to get to and again, my only concern is if we got into other litigation, I don't know the number. Seeing no further questions, the Chairman moved on.

Finance (5310, 5320)

The Town Administrator explained, the Finance Director prepared this. It takes into account the Finance Director salary and benefits. The audit cost I believe is in this particular budget. Other than the salary, the rest of the budget is slightly down. Selectman Martin asked, in that finance director salary, is there a Department Head increase there? Mr. Malizia replied, 3%, all the non-union positions, part time and or full time, right now have 3%. Selectman Martin asked, we don't know what we're looking at here. I mean we know we're looking for another person, do we keep the 3% in there? Selectman Roy said, I would say yes because if we hire someone and they don't take all of that salary we can just move that money around in that year. But this is for 22 so. The Town Administrator said, let's presume we hire somebody before the end of the year or starts at the beginning of the year. We've advertised up to, didn't say it was exactly, but up to what the other finance director was making. Quite frankly based on who what we get,

we're probably within a few thousand of that number for next year. Selectman Martin replied, okay, thank you.

You've got the accounting department. The folks that do the payables, the Town Accountant. Page 4. That's basically pretty much benefits. The only other thing we did is we looked at the....Selectman Roy said, there's an increase somewhere. There's \$1,000 office supplies...The Town Administrator said, a large format shredder. We shred a lot of finance records because they're confidential. Selectman Martin said, I see a 2.2% \$10.00 increase in mileage reimbursement. Seeing no questions, the Chairman moved on.

Insurance (5910)

The Town Administrator explained, the insurance that's articulated here is our workers comp. which is based on payroll and experience rates and our property liability rates, which again, is based on our experience rates. Those are the numbers that we are aware of for next year. Again, tough to level fund because we don't control this per say. But that's the best estimate we have on where we're headed. We also put money in for unemployment. We don't pay into the system per say, if we have someone that's a claim. We pay direct. So let's say we had somebody that worked here then they left, they went somewhere else, they got laid off there, they come back and we get a piece of it. So just self-insure ourselves for that. We don't pay insurance. We self-insure that. Typically it's not a big number every year but we got to put something in there so we level funded it. Selectman Roy added, it's one of those things, typically now, you don't really know, right.

Community Grants (5920)

The Town Administrator said, I level funded this. These are the grants that we give to the agencies in the area that provide assistance to Hudson residents. There was a couple that didn't actually submit their request. But I presume they inadvertently forgot. For example, I don't think the folks down at the Fish and Game, they didn't submit it but we still allocated something for them. Selectman Roy said, can I ask a crazy question? Oh, never mind, I understand. The Administrator explained, if you look at the column the second from the end that's what people requested. But because we level fund, I go back to what we gave them this year. You're free to adjust it or do something different. Selectman Roy asked, what's Nashua Transit? The Administrator explained, that's the handicap bus service that collects residents and takes them to the adult day program or takes them from here and brings them to Merrimack's facility. It's a subsidized program. So the riders pay something and we subsidize part of it. Selectman Martin asked, these programs we give to and Ms. Wilson will possibly send people to these agencies, correct? Mr. Malizia said yes, we've utilized for example, the soup kitchen. We clearly utilize that. That's a real common one. We use the Front Door Agency, assistance to find housing for homeless. The Ann Marie House is another one that takes people, families, and tries to keep them together. I believe they're moving from Hudson to physically over to Infant Jesus School. But we still provide because they provide a benefit to Hudson residents. Selectman Roy added, right, it's a reciprocating thing. The Town Administrator added, I don't put it in the book but if you go upstairs there's a binder that has all of their requests and typically behind their requests is an explanation of what they're providing. They can tell you that this many Hudson residents came to see us for services. Do they all come from here? No, they all don't. Selectman Roy said, some of them might go directly there. I'm guessing that might happen a lot with the Food Pantry. Mr. Malizia added, again, they're part of a network of resources that we use trying to get those resources out to the people that need them.

Selectman Martin said, I do want to talk about possibly increasing the Food Pantry line. I know \$6,000 is a lot of money but again, I would like to bump it up to \$7,000 and go down....bump up the Food Pantry to \$7,000 and bring down American Red Cross to \$1,500. The Town Administrator added, that is certainly this Board's prerogative if you'd like to reallocate. So you're not actually raising any more money you're just moving it. Selectman Roy said, I

wouldn't be opposed to that. Chairman Morin asked, is that a motion? The Administrator added, I think you should make a motion. You're going to keep the number the same but you're going to reallocate \$1,000 from the American Red Cross reducing them from \$2,500 to \$1,500 and increase the Hudson Community Food Pantry from \$6,000 to \$7,000. Selectman Martin said that's my motion. This was seconded by Selectmen Roy. Carried 3-0.

Patriotic Purposes (5930)

The Town Administrator explained in a normal non-COVID year we contribute to the fireworks at the Old Home Days, we also contribute to the actual Old Home Days, we give them a stipend and we actually help pay for the parade at Memorial Day. This is level funded. As you can see this year we didn't do all of that because they didn't have all those events. This is a modest amount that we help out to provide these community events.

Other Expenses (5940)

This is sort of the catch-all, the Town Administrator explained. This is where you're contingency fund is. \$75,000 in that line. That's 298. We also put in \$60,000. As you're well aware, people have the right to cash out their earned time. Typically we try to manage it through the department budgets but we put another \$60,000 here in case we can't manage it through somebody's department. We you get closer to full staff it's tougher to manage that. When you have opening's it's a little easier to manage that. So on the safe side we put \$60,000. We did it last year, we did it again this year. I think it's down \$1,000. Selectman Martin asked, what's the postage for? The Town Administrator replied, the postage meter upstairs, I believe.

Hydrant Rental (5960)

Mr. Malizia said this is the cost of, we pay the water utility to have a full charged and maintained hydrant system. Many years ago, when we took over the utility, this number was closer to \$500,000. We reduced it a few years back. We also reduced the revenue on the water side so it's always in balance. Water is receiving this revenue but we have to maintain those hydrants. Those are all the public hydrants of which there are probably 700-800 of them now. Selectman Roy said I like the one across the street from my house so we can keep them! Mr. Malizia added, we make sure they're maintained and working, fully charged, ready to go. This is the cost to do that.

Seeing no further questions the Chairman said, we received two resignations tonight but they got in too late to get on the agenda tonight. One of the resignations we have some concerns. The person has some concerns about how things are going and one of those concerns was email. They are a Board member and they were concerned that they don't have a Town email and what could happen because they're using their own email. We have had this discussion before and really didn't get anywhere. But now we're using somebody that is very valuable that's on several committees and we're going to lose that. We need to figure out this email situation. Selectman Roy said, I'm just going to be frank, I'm not sure there's anything to figure out. She just needs to get it done. The Town Administrator said, they have emails they need to come in and do the 45 minutes of training before they can actually use them. There's an email account they can all have them. The Chairman can have them. They need to come in...Selectman Martin interrupted saying, even the members. The Town Administrator replied, I believe at least one member does. That's my understanding. Selectman Roy said, that's not what we've been told. That's the first I'm hearing that they're actually even available. When did that happen because? The Town Administrator replied, months ago. They are available. I don't know if somebody didn't take advantage of coming in to do the training. We sent it out to the Code of Ethics. I don't think they did it. Chairman Morin said, I don't know if they know about it. That's the problem here. Selectman Roy said, right, how did word get to them? Mr. Malizia said, I'm not sure. I do know that if they come in and do the 45 minutes of training, they can have that email. If that's the only thing holding this person up...Selectman Roy said, now that makes me concerned that these have been available. We brought up

the issue and we didn't, at least two of us, I don't know if you knew, that didn't know that those were available. Selectman Martin said, I did not know. Selectman Roy added, we liaison to these folks and we could have put them into the right direction to come in here or talk to Lisa or whatever to get that done. The Chairman said, I guess we got to research see if an email even went out to tell people they can come in. Selectman Roy said, or a letter or something. I'm just curious how she notified these folks that that was available to them. The Administrator said, I thought the Planning Board Chairman had a Town email, but I could be...Selectman Martin interrupted saying, wait a minute, was I under the impression that the Chairman of each Board has an email address. Selectman Roy said, that's the way I thought it was. That it was available. Selectman Martin said, I'm looking...I think what we're looking for now is every member of every board has an email address to cya (cover your ass). Chairman Morin added, that is the crutch of this resignation. They're concerned that their personal email is gonna get subpoenaed and we can't have that. They should be able to have their own email. I got to tell ya, I would like her here next week and tell us what the plan is and how it's gonna get done. What I want is Tuesday on the agenda with a plan and a time that it's gonna get done. We can't have this. We're losing valuable people and this was the crutch of the resignation. Jill that's have a plan and a time period that it is gonna be put into effect. Selectman Roy said, can I? Just so we're crystal clear? A plan for all board and committee members to have hudsonnh.gov email address. Seeing nothing further the Administrator said, at the next meeting we're gonna be doing assessing, police, Rec and I also think we should look at offsetting revenue. I don't know the status of Mr. Coutu so warrant articles we'll wait. I only caution but I believe the Budget Committee meets November 3rd. Chairman Morin said well if we have to have a special meeting we can. The Town Administrator advised that the Budget Books will take time to prepare before they have to be given to the Budget Committee. Chairman Morin said we'll look cover them at the next meeting then.

5. ADJOURNMENT

Motion by Selectman Roy, seconded by Selectman Martin, to adjourn at 8:05 p.m.

Recorded by HCTV and transcribed by Jill Laffin, Executive Assistant

David S. Morin, Chairman

Kara Roy, Vice-Chairman

Excused absence

Roger E. Coutu, Selectman

Excused absence

Marilyn E. McGrath, Selectman

Norman G. Martin, Selectman



TOWN OF HUDSON

Police Department

Partners with the Community

1 Constitution Drive, Hudson, New Hampshire 03051
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 886-0605



William M. Avery, Jr.
Chief of Police

Captain Tad K. Dionne
Operations Bureau

Captain David A. Cayot
Special Investigations Bureau

Captain David A. Bianchi
Administrative Bureau

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police *WMA*

Date: 18 November 2020

Re: 24 November 2020 Agenda - Part Time Animal Control Officer

8A

Purpose:

I am requesting authorization to advertise for our part time Animal Control Officer position.

Scope:

The Police Department is looking to fill the open position for part time Animal Control Officer working twenty-four (24) hours a week (including Saturday and Sunday).

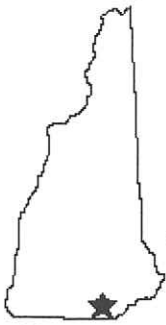
Recommendation:

To approve the Hudson Police Department request to advertise for part time Animal Control Officer with a beginning salary of \$16.40.

Motion:

To accept William Avery's request to advertise for part time Animal Control Officer.





TOWN OF HUDSON

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



*Agenda
11-24-20*

Emergency 911
Business 603-886-6021
Fax 603-594-1164

Robert M. Buxton
Chief of Department

TO: David S. Morin
Chairman

FR: Robert M. Buxton
Fire Chief



DT: November 19, 2020

RE: BOS Public Agenda, November 23, 2020

RECEIVED

NOV 19 2020

TOWN OF HUDSON
SELECTMEN'S OFFICE

8B

As we bring Phase 1 of the Town Wide radio project to a close we are prepared to move forward with Phase 2. As a reminder phase 2 is all of the infrastructure work inclusive of the upgrading of transmission sites, construction of radio towers. This will include the implementation of microwave connections between Merrill Hill, HPD and HFD.

We have one alteration to the original proposal which is the construction of a third radio tower located at the Public Works facility on West Road. The need for this third tower location was created when the Town of Londonderry deleted their transmission site on the Black Forest cell tower. Personally, I believe this will provide us with a third location that is owned and maintained by the Town of Hudson which will provide us with better control over our radio system.

From a budgeting perspective, adding a third tower will put the project over budget by \$22,303. It would be my intention to fund this overage through the Emergency Management operational budget currently set aside for system maintenance. With the associated COVID-19 delays we will not be establishing our maintenance agreement until later this spring for the system. In an effort to line the contract up with our budgeting schedule we will only be paying for the last quarter of the year so funding will be available to cover this project cost increase.

We have attached a short PowerPoint along with the Motorola equipment proposal. We would like to move forward with this purchase in early December to make sure we secure costing prior to the 2021 cost increase.

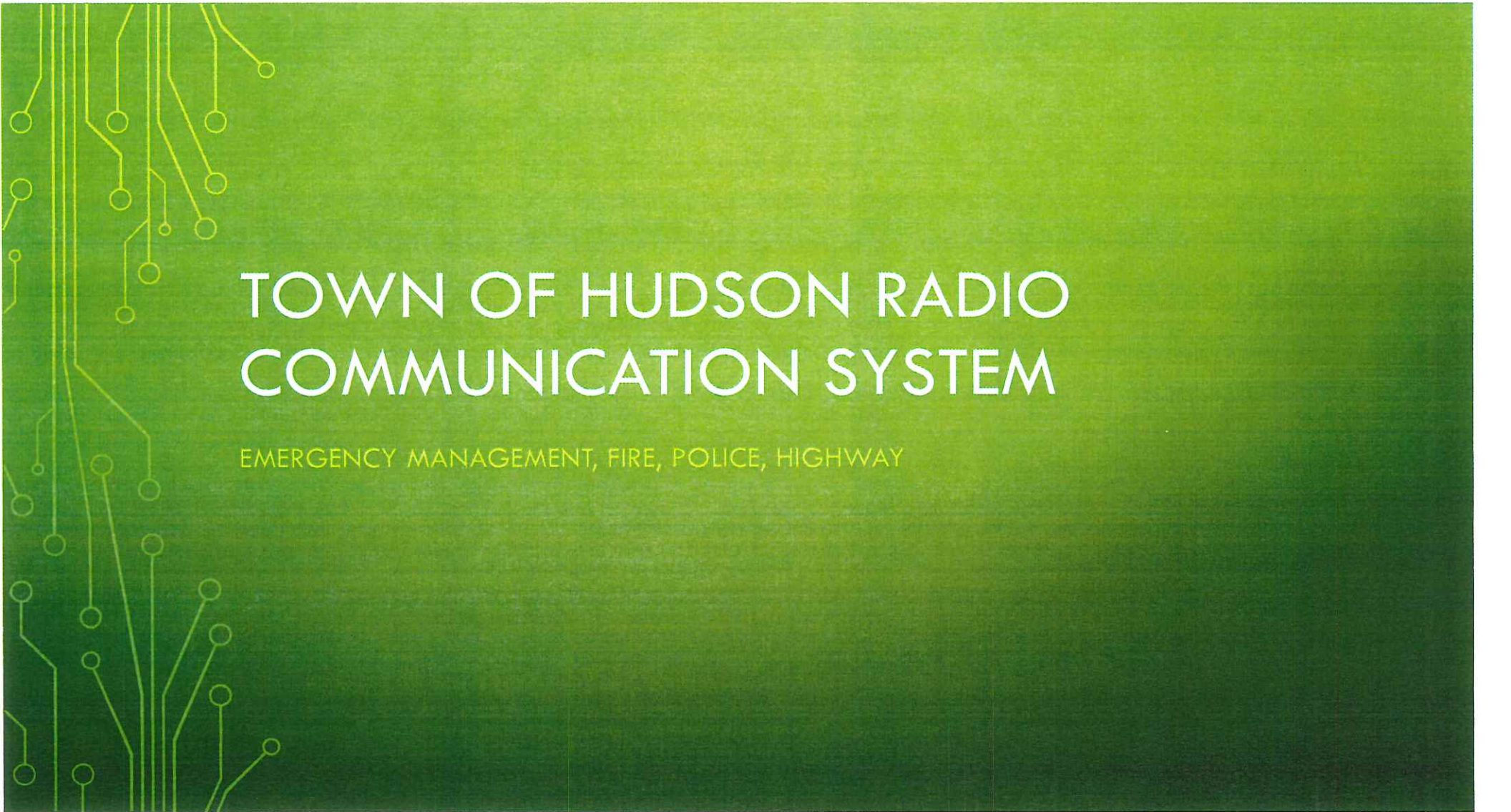
Please feel free to contact me with any questions.

Motion:

- 1. Waive Chapter 98-7 Bidding Procedure of the Hudson Town code for the purpose of completing phase 2 of the Town of Hudson Radio Communication System upgrade.**

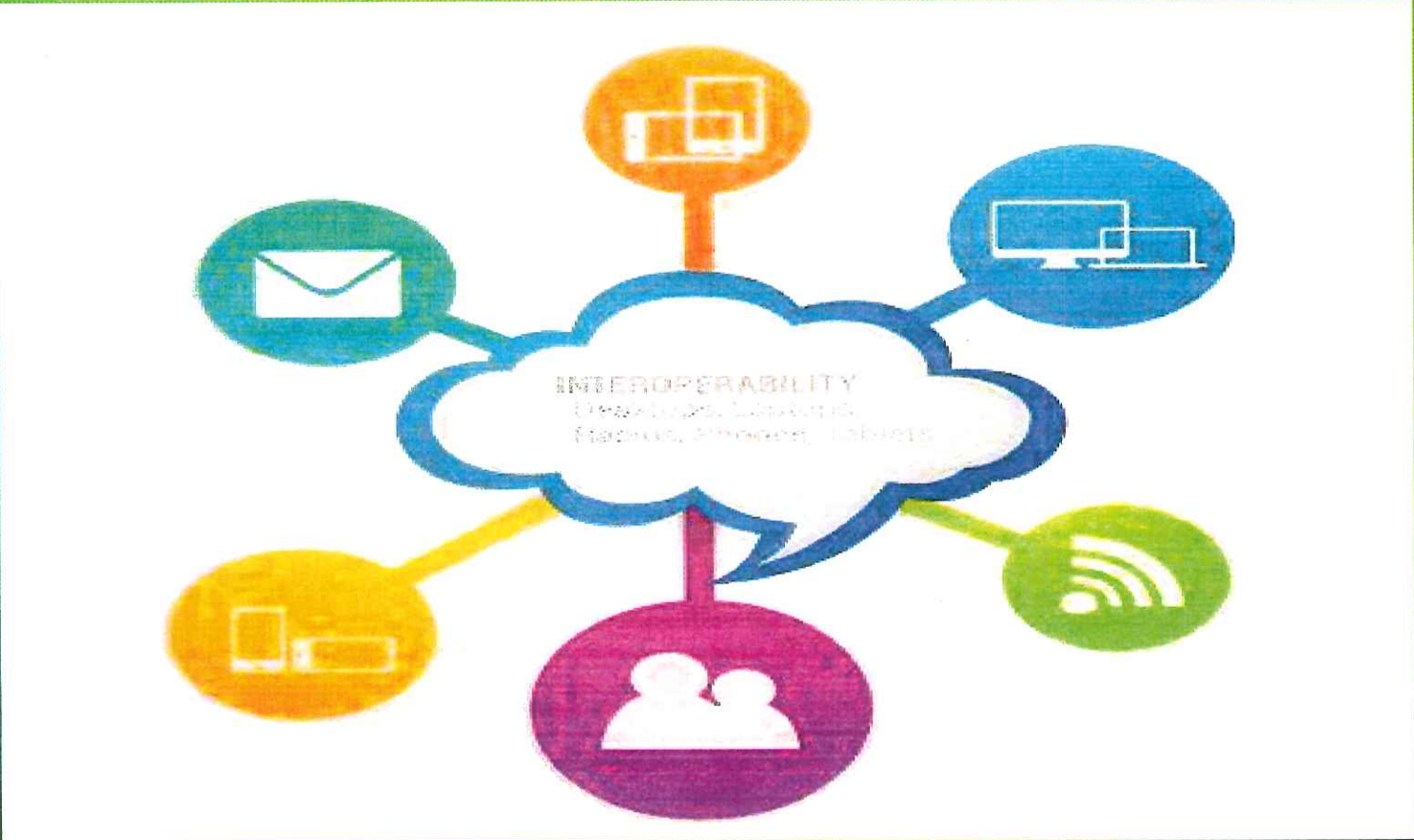
2. **Authorize the Town of Hudson fire Department to award the purchase phase 2 of the Town of Hudson Radio System upgrade to Motorola Solutions and 2 Way Communications with funding to be taken from the Unassigned Fund Balance in an amount of \$810,000.00.**
3. **Authorize the Town of Hudson Fire Department to utilize \$22,303 from the FY-21 Emergency Management budget to complete the construction of radio tower for the Town of Hudson Radio System**

Cc; Chief Avery
Public Works Director Forrence



TOWN OF HUDSON RADIO COMMUNICATION SYSTEM

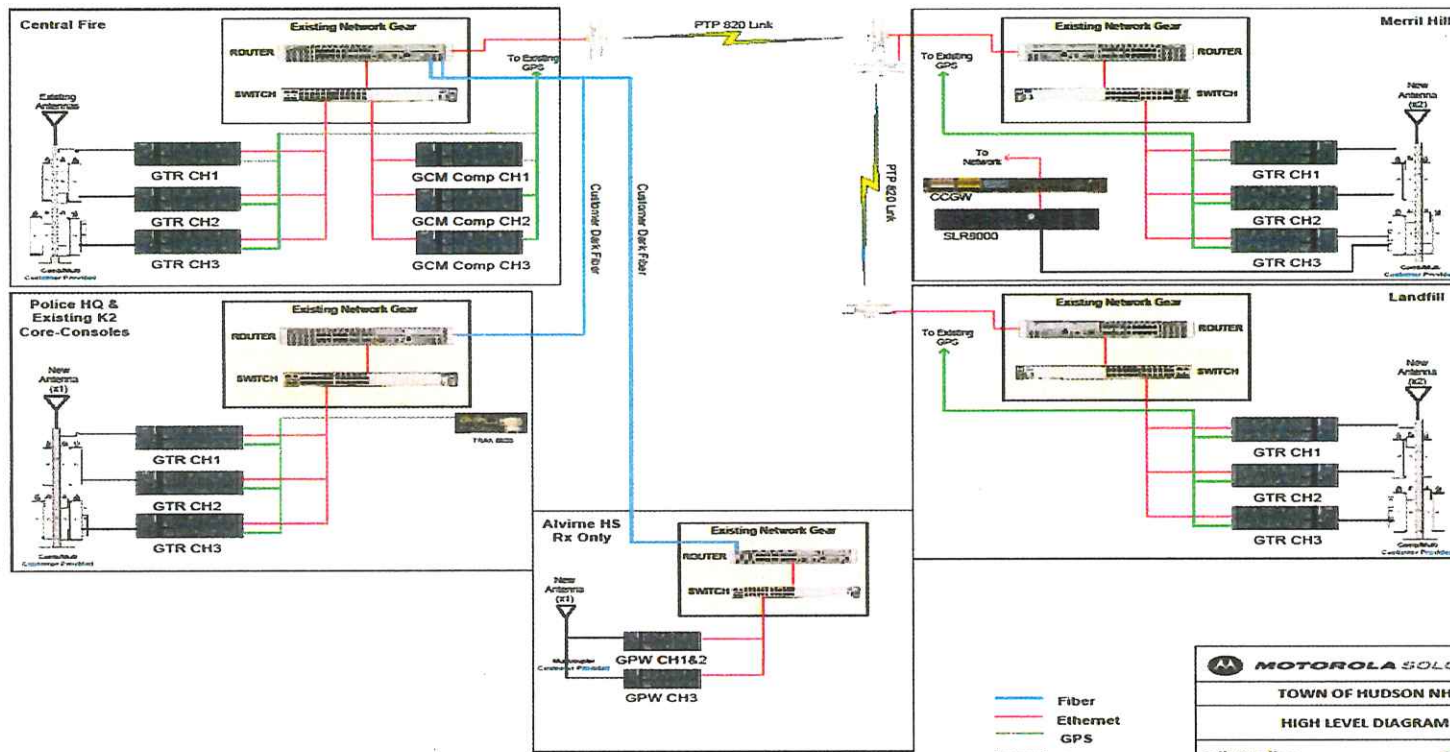
EMERGENCY MANAGEMENT, FIRE, POLICE, HIGHWAY



CURRENT STATUS

- Phase 1 is almost complete
 - Fire and Police Consoles have been installed and currently being cutover
 - Radio system network has been established on the Town of Hudson fiber loop
- Tonight we are bringing forward Phase 2 of the radio project
 - This phase of the project will include the updating of both the Fire and Police radio systems
 - Establishment of the Public Works radio system
 - Installation of three Town of Hudson radio towers
 - Lenny Smith Central Fire Station
 - Police Department Head Quarters
 - *Department of Public Works landfill on West Road

SYSTEM DRAWING



MOTOROLA SOLUTIONS

TOWN OF HUDSON NH

HIGH LEVEL DIAGRAM

Felix Paulino Oct, 2020

OPPORTUNITIES

- Originally we were going to share a location with Londonderry Fire (Black Forest)
- Due to the amount of reoccurring costs associated with this relationship the Town of Londonderry has decided to scrap this transmission site from their radio system.
- After review it was decided that a tower located at the West Road Landfill will provide the connectivity needed for the Town of Hudson Radio System

VISION

- Complete the proposed Town Wide Radio System Upgrades
- Establish three new radio towers
- Create a point to point system to support communication efforts
- Leverage Town of Hudson Fiber Optic plant to create radio system redundancy





TOWN OF HUDSON, NH

PHASE 2 SIMULCAST SYSTEM UPGRADE

November 3, 2020

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11/3/2020

Town of Hudson, NH
Chief Robert Buxton
15 Library Street
Hudson, NH 03051

Subject: Proposal Phase 2 Simulcast System

Dear Chief Buxton:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Town of Hudson with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for the Town of Hudson's Phase 2 Communications Upgrade consisting of a Motorola Astro Digital Simulcast System for both Police and Fire.

This proposal shall remain valid for a period of 120 days from the date of this cover letter. The Town of Hudson may accept the proposal by issuing a Notice to Proceed or Purchase order to Motorola Solutions, or signing the Motorola CSA (Communications System Agreement). Motorola would be pleased to address any concerns The Town of Hudson may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Scott Cruikshank.

We thank you for the opportunity to furnish Hudson with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
MOTOROLA SOLUTIONS, INC.

A handwritten signature in blue ink that reads "Michael Sheridan".

Michael Sheridan
Area Sales Manager

November 3, 2020
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to the restrictions on the cover page.

Town of Hudson, NH
Upgrade Phase 2



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SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

Motorola Solutions is proposing an LMR system for the Town of Hudson consisting of the following subsystems:

- 3 Channel, VHF ASTRO 25 Digital Conventional Simulcast Voice System consisting five (5) TxRx sites

The following RF sites will be used in the design:

- Central Fire - TxRx RF Site, Co-located Prime with RF Site
- Merrill Hill – TxRx RF Site with Collocated SLR station and CCGW
- Police Department – TxRx RF Site
- Landfill – TxRx RF Site
- Alvirne High School – Receive-Only RF Site

A description of the features, benefits, system architecture, and hardware components are provided in the following subsections.

1.2 THE CONVENTIONAL SIMULCAST SYSTEM

1.2.1 Overview

Conventional systems have been, and continue to be, the most popular type of two-way radio system in existence. Conventional systems range from analog, voice-only communications over a confined area (single-site), to region-wide (wide-area) integrated voice and data networks with digital signaling, voting, multicast, and simulcast broadcasting.

Motorola Solutions' conventional radio systems provide benefits including:

- Effective radio channel management.
- Fast and reliable communications protocol.
- A network designed to serve Town of Hudson's coverage needs.

1.2.1.1 Features and Benefits

Traditionally, conventional systems have been a basic radio system that provide "talk and listen" capability. Today's conventional systems offer many capabilities beyond basic talk and listen. A conventional system will provide the Town of Hudson with benefits including:

- **An Economical Solution** – Conventional systems are an affordable solution for many customers, especially when channel congestion and channel management are of a lesser concern.
- **Ease of Expansion** – Conventional systems expand easily by simply adding more sites.
- **Ease of Migration** – Motorola Solutions has always designed systems with expandability and future migration in mind. With Motorola Solutions' FLASHport capability, many major system upgrades can be handled without replacing hardware.



In addition, today's conventional systems can offer the Town of Hudson increased spectrum efficiency via narrow band technology, encryption for privacy, and compliance to Association of Public Safety Communications Officials (APCO) 25 standards. Many users start with a simple system and upgrade or migrate to feature laden radio systems.

1.2.2 System Design

Conventional systems have several design considerations based on Town of Hudson's coverage and operational needs. This section discusses the different architecture, and modes of operation for a conventional system.

1.2.2.1 Architecture

Direct radio frequency (RF) communication – relying solely on the transmitter output power of a portable or mobile radio – is not always enough to successfully network a fleet of field radios throughout a system coverage area. When coverage over a large area or in a building is required, an infrastructure must be added to complete the network.

Conventional systems vary in both size and sophistication. Systems are often configured as single-site or multi-site depending on the coverage or "talk range" that is desired. A basic conventional system consists of a GTR 8000 repeater or base station. The system can be expanded to increase system wide coverage by adding equipment to make it a standalone multi-site, voting, simulcast or multi-cast system. Motorola Solutions has proposed a multi-site simulcast architecture for the Town of Hudson.

1.2.2.1.1 Multi-Site

When a single site transmitter does not provide the coverage needed in a conventional system, a multi-site solution is the answer. A multi-site system contains multiple sites throughout the service area, extending radio coverage beyond that of a single-site system.

The basic multi-site configuration is simply standalone base stations or repeaters located at different sites throughout the user's coverage area. As users move through the expanded coverage area of a standalone configuration, they need to know the coverage footprint of each station, and manually select their channel. In a standalone configuration, only the receiving base station retransmits the signal. Thus, only the subscribers listening to this channel will hear the communication.

Standalone multi-site works well in systems where specific user groups have specific coverage areas, and do not typically roam throughout the system.

Different system designs and methods such as voting, simulcast, and multi-cast can be applied to the multi-site system to extend radio range and ease subscriber radio operations.

Voting

Receiver voting system topologies are used when a single transmitter provides sufficient outbound coverage, but a single receiver does not provide sufficient inbound coverage for subscriber transmissions. To provide balanced coverage, multiple satellite receivers are added to cover "dead spots" created by buildings, foliage, valleys, or hills.

Since the receivers operate on the same frequency, it is possible that a field radio may simultaneously hit multiple sites when transmitting. To ensure that the best audio from these satellite receivers is processed, a voting comparator compares and selects the best signal. This signal is then forwarded to the transmitter for rebroadcast to the subscriber units, as well as the console for dispatcher monitoring.

The conventional system proposed for the Town of Hudson is a multi-site simulcast/receiver voting system consisting of three digital conventional channels.

Digital Operation

ASTRO is a completely digital system platform developed by Motorola Solutions. In a Motorola Solutions ASTRO system, analog voice is converted to a digital signal at the subscriber level before being transmitted across the network. Through the use of digital signaling, ASTRO systems provide many system features above and beyond the basic “talk and listen” of analog technology. ASTRO technology offers customers conventional systems with the following features:

- Compliant to the APCO Project 25 standard.
- Expanded signaling capabilities.
- More efficient use of existing RF spectrum.

The conventional system proposed for the Town of Hudson shall operate in Digital-only mode.

1.2.3 Conventional System Components

The system designed for Town of Hudson consists of the following major components:

- GTR 8000 Base Station.
- GCM 8000 Digital Comparator.
- RF Site Gateway.
- RF Site LAN Switch
- TRAK 8835 Simulcast Reference.
- APX Console.

This section of the system description contains descriptions of these components.

1.2.3.1 GTR 8000 Base Radio / Repeater

The GTR 8000 base radio supports Motorola Solutions’ single, multisite, and high performance data systems. The modular software design coupled with the Software Download Manager enhances the ability for future upgrades. The GTR 8000 base radio ships with a transceiver, power supply, and power amplifier. The power supply allows operation from both AC and DC power. Also, the standard battery revert and charging eliminates the need for an Uninterruptible Power Supply in many installations.

One GTR 8000 base radio is needed per channel at each site. The stand alone base radio only occupies three rack units of space, allowing for efficient use of expensive site space.

The Conventional GTR 8000 base radio is future proofed to handle LMR technology changes of the next 10-20 years. Software upgrades are available to refresh the station through:

- Analog 12.5 kHz/25 kHz.
- P25 Phase I Trunking and Conventional (FDMA and LSM).
- High Performance Data (HPD).
- P25 Phase II Trunking TDMA.

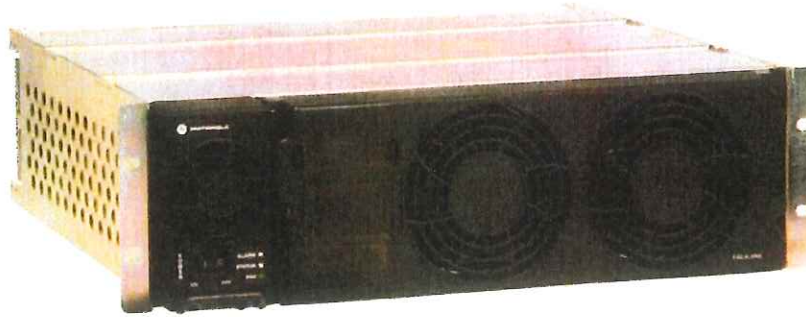


Figure 1-1: GTR8000 Base Station

1.2.3.2 GPW 8000 Receiver

The GPW 8000 Receiver supports Motorola Solutions' conventional voting and simulcast/voting system topologies. The receiver is used to increase in-bound signal coverage for infrastructure systems so that mobile or portable coverage can be improved without deploying a full-size transmit and receive site.

The conventional GPW 8000 Receiver is based on the same hardware platform as the Conventional GTR 8000 Base Radio. The GPW 8000 Receiver supports the 700 MHz, 800 MHz, UHF, and VHF frequency bands and receive Compatible 4-level Frequency Modulation (C4FM) for traffic channel communications.

The GPW 8000 Receiver is supported in the same topologies, site types, and hardware configurations as the conventional GTR 8000 Base Radio and supports both an IP infrastructure interface for ASTRO 25 7.x conventional and trunked systems, V.24 infrastructure interface for existing ASTRO 25 3.1 conventional systems, and Analog 4 wire interface for existing Analog conventional systems.

1.2.3.3 GCM 8000 Digital Comparator

The GCM 8000 Comparator supports Motorola Solutions' trunking multisite/simulcast operation and ASTRO 25 Conventional voting and simulcast/voting operation across all frequency bands. The GCM 8000 utilizes a frame-by-frame voting method assemble the best quality voice signal possible by creating a new signal using the best parts of each of the received signals.

- Software configurable, upgradable, and convertible hardware ensures long hardware lifespan.
- Software-only installations can enable new features.
- Remote system software upgrades and patching includes system release migration and security updates.
- Easy to service - only front access is required and modules are hot-swap capable.
- Daisy-chainable power supplies among comparator chassis ensures seamless operation.
- AC/DC -48V power supplies with integrated battery revert and charging enables elimination of UPS installations in many site designs.
- Chassis is 3 RU, 80% improvement over 2 former ASTRO-TAC 3000s.

1.2.3.1 Site LAN Switch (Existing)

The site LAN Switch provides a LAN interface for site equipment and a LAN port for the site gateway. Through the switch, the service technicians gain access to service the site, and also access the system's Graphical User Interface (GUI).

1.2.3.2 RF and Prime Site Gateway (Existing)

The proposed Juniper gateway provide(s) the network interface to transport voice and management traffic for the RF site. This equipment also provides IP traffic prioritization for all packets departing the site if IP links are utilized.

Designed to provide Conventional System interface modularity and improve system availability, the Motorola Solutions Site Gateway is a specialized network appliance that helps ensure system predictability and performance by converging mission critical data and voice applications into a single platform. Proposed Site Gateways are versatile, secure capable network devices that can ensure timely delivery of delay-sensitive traffic. The Gateway supports secure integrated voice and data applications as well as high-speed site-to-site connections—including compression and data prioritization—without compromising their ability to accomplish additional packet-handling functions as needed.

At the comparator site, the site gateway performs three functions: provide WAN connectivity to the site; prioritize packets which are leaving the site; and they fragment large IP packets according to industry standards.

1.2.3.3 TRAK Simulcast Site Reference

In a simulcast system, each remote site utilizes a Global Positioning Satellite (GPS) based reference standard, which includes both frequency and timing outputs. The GPS and Frequency Standards device in the proposed simulcast system is the TRAK 8835 at the TxRx Sites and TRAK 9100 at the Prime site.

The TRAK provides 1pps output, 5 MHz frequency reference, NTP server, and pulse rates.

The TRAK is GPS disciplined, which provides time stamp information that is critical to setting precise transmission launch times in Simulcast.

TRAK 8835 units has been provided at the Police HQ. All other simulcast sites will re-use existing TRAK units. Note: TRAK units are not needed at receive only sites.

1.2.4 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) provides interconnect between the base radios and antennas, allowing for a completely contained and more compact installation footprint. For the transmitters, this can include isolators, combiners, TX filters, diplexers, and power monitors.

1.2.5 Antenna Systems

This proposal includes the following antennas assemblies, combiner/multicoupler networks will be provided by the Town of Hudson.

Police HQ Qty one (1) antenna with lines and connectors

Merril Hill Qty two (2) antenna with lines and connectors

Landfill Qty two (2) antenna with lines and connectors

Alvirne HS Qty one (1) antenna with lines and connectors



1.3 SITE CONNECTIVITY

Two Cambium Networks (PTP) 820 licensed microwave hops has been included with this proposal. The first hop will link the Merrill Hill site to Landfill and the second hop will link the Central Fire site back to Merrill Hill. All other sites will re-use existing Ethernet connectivity back to the Prime site located at the Central Fire location. With the Point-to-Point (PTP) 8200 Series solution, Cambium Networks combines best-in-class spectral efficiency and reliability with high-capacity multipoint (HCMP) deployment flexibility. With up to 450 Mbps aggregate throughput, PTP 670 systems let you flexibly, reliably and securely handle today's needs.

PTP 820 radios meet industry standards with proven compliance to assure you of interoperability, security and ruggedization.

- FIPS-197 128/256-bit AES encryption
- IEEE 1588v2 and Synchronous Ethernet (SyncE)
- IPv6/IPv4 dual-stack management support
- Ingress Protection rated (IP66/67) protective aluminum radio enclosures
- Supports 24 Mbps each way and 17 to 20 Mbps
- 99.999% availability

1.4 ENHANCED CONVENTIONAL GATEWAY CHANNEL

The GGM 8000-based high density ECCGW contains eight analog ports and eight V.24 ports plus sixteen ports for IP based channels. Up to eight conventional channels can be connected to the analog and V.24 ports on a GGM8000-based high density ECCGW. The eight channels can be any mixture of analog, MDC 1200, digital or mixed mode.

The proposed system includes one (1) high low CCGWs located at the Merrill Hill site to bring back the audio from the SLR8000 base station back to the console network.

1.5 BACKUP POWER

This proposal assumes that there is a backup power source at each site with sufficient capacity to support the proposed equipment during extended power outages. One (1) 900W unit has been included at each of the RF sites.

In addition, each G-series transmitter will have a direct wired 48VDC battery source. This source consists of two rack mounted battery modules, each delivering 4 amp-hours of reserve capacity and housed in a single modular shelf unit.

1.6 DESIGN ASSUMPTIONS

Motorola has based the system design on information provided by Town of Hudson and 2-Way Communications.

- There is room in the shelter/equipment rooms to house the cabinets and racks provided.
- There is room on the tower to support the antennas and 3' PTP dishes quoted.
- See section 1.2.5 on antennas being provided. No other antennas where included.

- Power is available at the sites to support the new equipment.
- Combiner and or Multicoupler network with required filtering to be provided by the Town of Hudson.
- DC plant and miscellaneous DC equipment to be provided by 2-Way Communications.
- It is assumed that the generator or other backup power sources will have had sufficient time to come online and stabilize within the limitations of the provided UPS and battery systems.
- There is a backup power source at each site with sufficient capacity to support the proposed equipment during extended power outages.
- Before installation, Line of Sight verification with Path Surveys needs to be performed.

1.7 SYSTEM DIAGRAMS

Attached are the following system diagrams:

- High Level Block Diagram

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STATEMENT OF WORK

2.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the Town of Hudson. Motorola Solutions, its subcontractors, will perform the tasks described herein and the Town of Hudson to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and the Town of Hudson during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and the Town of Hudson.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

2.2 ASSUMPTIONS

Motorola Solutions has based the system design on information provided by the Town of Hudson and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola Solutions' assumptions be deemed incorrect or not agreeable to the Town of Hudson, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Town of Hudson system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola Solutions will make every effort to minimize but will not be responsible for any external interference, nor for interference between the Motorola Solutions-provided equipment and other Town of Hudson equipment. Should the system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola Solutions assumes that there will be a suitable ground nearby to the all the equipment installation locations.
- The Town of Hudson will be responsible for providing existing and/or new backhaul links (Ethernet) from all sites to the Master site.



- No logging recorder or interface to existing or new logger has been included with this proposal.
- Equipment will ship to Local shop for inventory and delivery to the sites prior to installation.
- If the Town of Hudson requires specific subcontractors to be used on this project, other than Motorola Solutions-approved or certified subcontractors, additional costs may apply.
- Depending on contract execution, equipment software and hardware will be at the current shipping version.
- The sites have adequate utility service and adequate HVAC to support the proposed equipment.
- The sites have adequate space for new equipment and antennas install on the tower.
- Any required system interconnections not specifically outlined here will be provided by the Town of Hudson. These may include dedicated phone circuits, fiber or microwave links.
- Motorola Solutions is not responsible for any system performance, install and/or implementation issues on items not installed or provided by Motorola Solutions. This includes the transport design (the entire design), back-up power, tower design or loading/structurals and antenna installs.
- No subscriber upgrades or flashes are included with this proposal.

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration

Tasks	Motorola Solutions	Town of Hudson
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X



Tasks	Motorola Solutions	Town of Hudson
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Finalize site acquisition and development plan.		X
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide backhaul (Ethernet) within five feet of Motorola Solutions Demarcation		X
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		



Tasks	Motorola Solutions	Town of Hudson
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)		X
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site.		X
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		X
Prepare a lease exhibit and sketch of each site showing the proposed lease space and planned development at that site.		X
Prepare site construction drawings showing the layout of new and existing equipment.		X
Review and approve site construction drawings.		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Ensure that required rack space is available for installation of the new equipment.		
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and		X

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Tasks	Motorola Solutions	Town of Hudson
Guidelines for Communication Sites (R56)		
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Provide one-time mobilization of construction crews.	X	
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to local Motorola Solutions shop.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	

Tasks	Motorola Solutions	Town of Hudson
Confirm system configuration and software compatibility with the existing system.	X	
Perform factory functional acceptance tests of system features	X	
Conduct site and system level testing.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Deliverable: Solution equipment received, system staged and ready for installation.		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Antenna and Transmission Line Installation		
Install antennas, including supplying and installing new side arm mounts		X
Install transmission lines required for system.		X
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.).		X
Install microwave waveguide and lines, as applicable.		X
Perform sweep tests on transmission lines.		X
Provide and install attachment hardware for supporting transmission lines on antenna support structure.		X
Supply and install ground buss bar at the bottom of each antenna support structure.		X
Deliverable: Antenna and Transmission Line installed.		
ASTRO 25 Core and Remote Site Installation and Configuration		

Tasks	Motorola Solutions	Town of Hudson
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Configure ASTRO 25 system to support the new RF sites.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Electromagnetic Interference (EMI) Analysis		
Perform EMI analysis for the Motorola Solutions-supplied equipment. Note: Motorola Solutions is only responsible for interference caused by Motorola Solutions-provided transmitters to the Motorola Solutions-provided receivers. Should the proposed equipment experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.		X
Resolve any interference caused by equipment not supplied by Motorola Solutions.		X
Deliverable: EMI analysis completed.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X



Tasks	Motorola Solutions	Town of Hudson
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	

November 3, 2020
 Use or disclosure of this proposal is subject to the restrictions on the cover page.

Tasks	Motorola Solutions	Town of Hudson
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagrams. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2.1 Civil Work - Site Development and Construction Responsibility Matrix

Table 2-1 identifies the Town of Hudson civil/site development scope of work responsibilities. A summary of the Assumptions made in developing our response and related to site development follows Table 2-1.

Table 2-1: Civil Work Site Development and Construction

Tasks	Motorola Solutions (MSI)	Town of Hudson	Comments
All engineering and design related to civil/site development. Includes but is not limited to; drawings (permit, zoning, construction), record drawings, structural analysis (including remedial design), floor and roof-top loading analysis, heat and electrical loading analysis, geotechnical surveys, construction materials testing and sampling, ground testing and remedial design, other surveys and testing that might be required for design/engineering.		✓	Motorola Solutions to provide the Town with the system requirements (electrical and heat loading, circuit requirements, and antenna loading) for the equipment to be supplied by Motorola Solutions.
Obtain all required zoning and planning board approvals that might be required to complete the scope of work proposed. Includes all associated fees.		✓	Motorola Solutions has not included any costs for participating in zoning or planning board reviews or meetings.
Obtain all required permits and coordinated all required inspections. Includes all associated fees.		✓	

Tasks	Motorola Solutions (MSI)	Town of Hudson	Comments
Conduct all required regulatory reviews and process all required submittals. Includes all required fees. Includes NEPA, SEQR, SHPO, Tribal, etc.		✓	
Provide for all site acquisition, lease negotiations and site approvals that might be required. Includes all required fees and lease payments.		✓	
Pay for application fees, taxes and recurring payments for lease/ownership of the property.		✓	
Conduct floor structural evaluations to ensure that existing floors can support the weight of the new equipment proposed to be supplied by Motorola Solutions.		✓	
Provide copies of structural analysis performed on the proposed antenna mounting structures (i.e. towers, roof-tops, etc.). Structural analysis need to be run to current local/State code requirements and must clearly show that the proposed structures have sufficient structural capacity to support the antenna loading proposed and must be sealed by a State Licensed Structural Engineer.		✓	Motorola Solutions to provide antenna loading information to the Town.
Provide structural improvements, reinforcement and augmentations to the existing/proposed antenna mounting structures (towers, roof-tops, etc.) as might be required for these structures to adequately support the antennas/antenna cabling and related hardware to be installed by the Town.		✓	Motorola Solutions to provide antenna loading information to the Town.
Provide for floor/roof-top structural reinforcement and improvements as might be required to support the equipment and antenna weight loading.		✓	
If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.		✓	Motorola Solutions to provide proposed new antenna specifications.
Provide for any installation or up-grades of sites as might be required to comply with NFPA 70, Article 708.		✓	
Provide a right of entry letter from the site owner for Motorola Solutions to perform the scope of work noted as being the responsibility of Motorola Solutions.		✓	

Tasks	Motorola Solutions (MSI)	Town of Hudson	Comments
Maintain and or provide clear and stable (dry) access roads to all sites that will allow for the delivery of equipment, materials and labor to the sites as required to complete the scope of work proposed. To include providing adequate space for parking and staging of equipment and materials.		✓	Access can be accomplished without the need for special vehicles or equipment at the dates required to meet the schedule proposed.
Ensure that there is space available on the proposed antenna mounting structures to mount the proposed antennas at the heights required.		✓	
Provide all electrical new service connections, service upgrades and all required electrical work including any and all circuits required to provide power for the new equipment to be installed by Motorola Solutions. To include transformer upgrades and the installation of isolation transformers if required.		✓	MSI to provide electrical loading and circuit requirements for the equipment to be installed by Motorola
Upgrade all sites for conformance to Motorola Solutions current R56 standards (adequate space, grounding, surge protection, electrical, cable management, etc.)		✓	
Provide for all cable management required to support the new equipment to be installed by Motorola Solutions. Includes cable tray, ladder, risers, chaseways, cable ports, tower cable ladder and ice bridge.		✓	Motorola Solutions to provide cabling requirements for the new equipment to be installed by Motorola Solutions. Ceiling and cable tray heights in the equipment rooms/shelters should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
Provide for all room and existing structure improvements and renovations that might be required to support the new equipment to be installed by Motorola Solutions. To include lighting upgrades if required, removing of equipment to make space and physical improvements to roofs, walls, ceilings (interior and exterior), etc.		✓	
All HVAC upgrades, augmentations or replacements as might be required to provide adequate cooling of equipment in accordance with Motorola Solutions R56 Standards and Guidelines.		✓	



Tasks	Motorola Solutions (MSI)	Town of Hudson	Comments
All grounding upgrades as might be required for conformance to MSI R56 Standards and Guidelines. To include supplying a single point system ground, of ten (10) ohms or less, to be used on all fixed equipment supplied under this proposal. Single point ground to be located within 10-feet of where new Motorola Solutions equipment will be installed.		✓	
Ensure that all sites electrical systems are adequately surge protected.		✓	
Ensure that there is adequate emergency power (DC Power, UPS and Generator) to support the new Motorola Solutions equipment.		✓	Motorola Solutions to provide new equipment electrical loading.
All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco].		✓	
Installation of RF antenna system. Includes antennas, cabling, grounding and sweep testing. Also includes supplying side arm mounts at existing tower sites.		✓	Reference Motorola Solutions equipment list for antennas that are provided with this proposal.

2.2.2 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

2.2.2.1 Example – Change Order Form



CHANGE ORDER
[type co# here]

Change Order No. _____
 Date: _____
 Project Name: _____
 Customer Name: _____
 Customer Project Mgr: _____

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Contract # **REQUIRED** _____ Contract Date: _____

In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$
Previous Change Order amounts for Change Order numbers <input type="text"/> through <input type="text"/>	\$
This Change Order:	\$
New Contract Value:	\$

Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

Changes in Equipment: *(additions, deletions or modifications)* **Include attachments if needed**

Changes in Services: <i>(additions, deletions or modifications)</i> Include attachments if needed
Schedule Changes: <i>(describe change or N/A)</i>
Pricing Changes: <i>(describe change or N/A)</i>
Customer Responsibilities: <i>(describe change or N/A)</i>
Payment Schedule for this Change Order: (describe new payment terms applicable to this change order)

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola
Solutions, Inc.**

Customer

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Reviewed by: _____
 Motorola Solutions Project Manager

Date: _____

2.3 PRELIMINARY PROJECT SCHEDULE

Motorola Solutions' preliminary schedule indicates total project implementation to be approximately eleven months pending frequency approval and civil portion for the console Subsystem. This preliminary schedule is included for informational purposes only and assumes that all Town of Hudson responsibilities as defined above are completed, as required. After contract award, an Implementation Schedule will be developed by Motorola Solutions' Project Manager and will be submitted to the Town of Hudson for review.



SECTION 3

ACCEPTANCE TEST PLAN

Town of Hudson, NH

Conventional Simulcast System ADD-ON

November 3, 2020
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

3-28 *Acceptance Test Plan*

Town of Hudson, NH
Upgrade Phase 2Add-On

Motorola Solutions Confidential Restricted



3.1 RADIO TO RADIO FEATURES

3.1.1 Conventional Radio Resource Call - Clear Mode

1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.

The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-1 - CONVSITE 1
RADIO-2 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVSITE 1

VERSION #1.050

2. TEST

- Step 1. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-1.
- Step 2. Verify RADIO-2 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 3. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-2.
- Step 4. Verify RADIO-1 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 5. Repeat above tests for each repeater channel.

Pass____ Fail____



Radio to Radio Features

3.1.2 Conventional ASTRO Emergency

1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to notify the dispatch and other radio users on the channel of an Emergency.

SETUP

RADIO-1 - SITE 1
RADIO-2 - SITE 1

VERSION #1.070

2. TEST

- Step 1. Using RADIO-1, initiate an Emergency Alarm by depressing the emergency button.
- Step 2. If a dispatch console is attached, observe that the console shows the alarm. The console will also acknowledge the alarm and cause RADIO-1 to sound an Emergency Alarm acknowledgment.
- Step 3. If no dispatch console is attached, or if the radio is out of range, observe that RADIO-1 will continue to transmit the emergency. RADIO-1 will stop transmitting the Emergency once the emergency has been acknowledged or the retry limit has been reached.
- Step 4. Using RADIO-1, initiate an Emergency Call by depressing the PTT button.
- Step 5. Observe that RADIO-2 displays "EMERGENCY CALL" along with "RADIO-1".
- Step 6. Using RADIO1, clear the emergency by depressing the emergency button for 2 seconds.

Pass ____ Fail ____



Radio to Radio Features

3.1.3 Conventional Radio Resource Via Comparator

1. DESCRIPTION

A comparator will vote all receive capable sites and transmit on specified transmit capable sites. Because a comparator will construct a signal from multiple sites, it is necessary to test each site individually.

SETUP

RADIO-1 - SITE 1
RADIO-2 - SITE 1

VERSION #1.040

2. TEST

- Step 1. Disable all sites on the comparator except SITE 1.
- Step 2. Verify communications between RADIO-1 and RADIO-2.
- Step 3. Disable SITE 1 and enable the next site. Change the channel on the subscriber if necessary.
- Step 4. Verify communications between RADIO-1 and RADIO-2.
- Step 5. Repeat steps 3 & 4 until all sites on the comparator have been individually tested.
- Step 6. Enable all sites on the comparator.
- Step 7. Verify communications between RADIO-1 and RADIO-2 with all sites enabled.

Pass____ Fail____



3.2 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____



SECTION 4

WARRANTY & MAINTENANCE PLAN

Motorola has over 90 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to lifecycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

4.1 WARRANTY SERVICES

The service products that comprise the custom warranty package are listed below along with a brief description.

The warranty on the new infrastructure equipment will commence on the date of beneficial use or system acceptance, whichever occurs first, and will continue for twelve (12) months from that date on a seven (7) day-a-week, twenty-four (24) hour-a-day basis.

These services are included in the total cost of the system. After the warranty period expires, these services may be purchased under a separate agreement. Motorola's service package is comprised of the following services:

- Dispatch Service
- Infrastructure Repair
- Technical Support
- OnSite Infrastructure Response

Please note that the warranty services are for the equipment proposed and do not include any existing equipment. Response and repair excludes third party equipment not shipped by Motorola.

Please note that civil and site system components such as, but not limited to, UPS equipment, Generators, Shelters, and Antenna Systems are only covered by their manufacturer's warranty. Any services provided by Motorola for these items will be considered above contract and will be billed on a Time and Materials basis.

4.1.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case.



Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

4.1.2 OnSite Infrastructure Response

Motorola OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on-site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

4.1.3 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

4.1.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

4.2 POST WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the warranty period to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit for Town of Hudson because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.


Town of Hudson, NH
November 3, 2020

Post-warranty support has **NOT** been included with this offering but can be provided upon request.

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

4-4 *Warranty & maintenance Plan*

Upgrade Phase 2

Motorola Solutions Confidential Restricted 

SECTION 5

PRICING

5.1 PRICING SUMMARY

Equipment Total:	\$453,678.00
Install Total: <i>-Includes Installation, System Integration Optimization and Warranty</i>	\$251,431.00
Project Total:	\$705,109.00
System Discount: <i>-If purchase by 12/18/2020</i>	-\$70,109.00
SYSTEM TOTAL:	\$635,000.00
Optional 6 Year Maintenance: <i>-For entire system Phases 1 & 2</i>	\$829,699.57

	YR1	YR2	YR3	YR4	YR5	YR6
Essential Plus	\$81,085.00	\$83,517.55	\$86,023.08	\$88,603.77	\$91,261.88	\$93,999.74
SUAll	\$47,184.48	\$48,600.01	\$50,058.01	\$51,559.76	\$53,106.55	\$10,107.42
TOTAL	\$128,269.48	\$132,117.56	\$136,081.09	\$140,163.52	\$144,368.43	\$54,699.74

5.2 PAYMENT SCHEDULE

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

5.3 EQUIPMENT LIST

Motorola Solutions plans on providing the most current models of equipment prior to system shipment. Therefore, model numbers are for informational purposes only.

APC	QTY	Part #	Description
112	1	T7321	GCM 8000 COMPARATOR
112	1	CA01183AA	GCM 8000 COMPARATOR
112	1	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
112	1	CA01502AC	AADD: GCM/GRV CONV SIMULCAST OPERATION
112	1	CA01400AA	ADD: POWER CABLE, DC
112	1	X153AW	ADD: RACK MOUNT HARDWARE
112	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1	T7321	GCM 8000 COMPARATOR
112	1	CA01183AA	GCM 8000 COMPARATOR
112	1	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
112	1	CA01502AC	AADD: GCM/GRV CONV SIMULCAST OPERATION
112	1	CA01400AA	ADD: POWER CABLE, DC
112	1	X153AW	ADD: RACK MOUNT HARDWARE
112	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
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112	1	CA01183AA	GCM 8000 COMPARATOR
112	1	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
112	1	CA01502AC	AADD: GCM/GRV CONV SIMULCAST OPERATION
112	1	CA01400AA	ADD: POWER CABLE, DC
112	1	X153AW	ADD: RACK MOUNT HARDWARE
112	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1	T7039	GTR 8000 Base Radio
112	1	X530BG	ADD: VHF (136-174 MHZ)
112	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1	CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1	X265AM	BR PRESELCTOR, 150-174 MHZ
112	1	CA01400AA	ADD: POWER CABLE, DC
112	1	X153AW	ADD: RACK MOUNT HARDWARE
112	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1	CA01504AA	ADD: ANTENNA RELAY
112	1	T7039	GTR 8000 Base Radio
112	1	X530BG	ADD: VHF (136-174 MHZ)
112	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1	CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1	X265AM	BR PRESELCTOR, 150-174 MHZ
112	1	CA01400AA	ADD: POWER CABLE, DC
112	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1	CA02447AA	ADD: G-SERIES INDOOR CABINET 24 Rack Units
112	1	T7039	GTR 8000 Base Radio

112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 CA02447AA	ADD: G-SERIES INDOOR CABINET 24 Rack Units
454	1 THN1012	RACK 7' OPEN
454	4 0784469Y02	BRKT, CBL SUPPORT
547	1 3182602Y06	GROUNDING BUS BAR
		SPD, 12 OUTLETS 15 FT CORD 1050 JOULES NON-ISOBAR SURGE
207	2 DSDRS1215	SUPPRESSOR 15
		UPS, GXT RACKMOUNT 1000VA/900W, 7 MIN RUNTIME 120V
207	1 DSGXTR0900N007	SOFTWIRED
112	1 T7039	GTR 8000 Base Radio
112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 X153AW	ADD: RACK MOUNT HARDWARE
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 CA01504AA	ADD: ANTENNA RELAY
112	1 T7039	GTR 8000 Base Radio
112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 X153AW	ADD: RACK MOUNT HARDWARE
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 T7039	GTR 8000 Base Radio
112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 X153AW	ADD: RACK MOUNT HARDWARE

112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
454	1 THN1012	RACK 7' OPEN
454	4 0784469Y02	BRKT, CBL SUPPORT
547	1 3182602Y06	GROUNDING BUS BAR
		UPS, GXT RACKMOUNT 1000VA/900W, 7 MIN RUNTIME 120V
207	1 DSGXTR0900N007	SOFTWARED
		SPD, 12 OUTLETS 15 FT CORD 1050 JOULES NON-ISOBAR SURGE
207	2 DSDRS1215	SUPPRESSOR 15
		GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 100' COAX
906	1 DSTRAK88353M	W/DONGLE SNMPV3
906	1 DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
	DSTRAK400824510	
906	1 1	MOUNTING SHELF FOR 8835 GPS CLOCK
		OMNI, MEANDER COLLINEAR, 6.0 DBD, 150-160 MHZ, PIM
351	1 DSCOL54160	RATED
351	1 DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
351	10 L1705	***OBSOLETE - USE DSLDF450ACABLE***
351	1 DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
		7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE
351	1 DDN1077	(MOTOROLA SPECIFIC)
		AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK
908	150 DSAVA550	PE JACKET
		7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE
351	1 DDN1077	(MOTOROLA SPECIFIC)
		RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT,
207	1 DSVHF50DMAPGR	DIN FEMALE EQUIP
351	1 DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR
351	20 DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
351	1 DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
112	1 T7039	GTR 8000 Base Radio
112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 X153AW	ADD: RACK MOUNT HARDWARE
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 CA01504AA	ADD: ANTENNA RELAY
112	1 T7039	GTR 8000 Base Radio
112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE

112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 CA02447AA	ADD: G-SERIES INDOOR CABINET 24 Rack Units
112	1 T7039	GTR 8000 Base Radio
112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 CA02447AA	ADD: G-SERIES INDOOR CABINET 24 Rack Units
433	1 T8319	SLR 8000 BASE RADIO
433	1 CA02965AA	ADD: VHF (136-174MHZ)
433	1 CA02996AA	ADD: WIRELINE
147	1 SQM01SUM0205	GGM 8000 GATEWAY
147	1 CA01616AA	ADD: AC POWER
147	1 CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
207	2 DSTSJ100BT	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES
207	1 DSTSJADP	DATA SPDS SPD, 12 OUTLETS 15 FT CORD 1050 JOULES NON-ISOBAR SURGE
207	2 DSDRS1215	SUPPRESSOR 15 UPS, GXT RACKMOUNT 1000VA/900W, 7 MIN RUNTIME 120V
207	1 DSGXTR0900N007	SOFTWIRED OMNI, MEANDER COLLINEAR, 6.0 DBD, 150-160 MHZ, PIM RATED
351	2 DSCOL54160	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
351	2 DDN1090	***OBSOLETE - USE DSLDF450ACABLE***
351	20 L1705	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
351	2 DDN1090	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
351	2 DDN1077	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
908	800 DSAVA550	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
351	2 DDN1077	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
207	2 DSVHF50DMAPGR	DIN FEMALE EQUIP
351	2 DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR

351	40 DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
351	2 DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
112	1 T7039	GTR 8000 Base Radio
112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 X153AW	ADD: RACK MOUNT HARDWARE
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 CA01504AA	ADD: ANTENNA RELAY
112	1 T7039	GTR 8000 Base Radio
112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 CA02447AA	ADD: G-SERIES INDOOR CABINET 24 Rack Units
112	1 T7039	GTR 8000 Base Radio
112	1 X530BG	ADD: VHF (136-174 MHZ)
112	1 CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
112	1 CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 CA02447AA	ADD: G-SERIES INDOOR CABINET 24 Rack Units
207	2 DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
207	1 DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
207	2 DSDRS1215	SPD, 12 OUTLETS 15 FT CORD 1050 JOULES NON-ISOBAR SURGE SUPPRESSOR 15
207	1 DSGXTR0900N007	UPS, GXT RACKMOUNT 1000VA/900W, 7 MIN RUNTIME 120V SOFTWIRED
351	2 DSCOL54160	OMNI, MEANDER COLLINEAR, 6.0 DBD, 150-160 MHZ, PIM RATED
351	2 DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
351	20 L1705	***OBSOLETE - USE DSLDF450ACABLE***

351	2 DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
		7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE
351	2 DDN1077	(MOTOROLA SPECIFIC)
		AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK
908	800 DSAVA550	PE JACKET
		7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE
351	2 DDN1077	(MOTOROLA SPECIFIC)
		RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT,
207	2 DSVHF50DMPGR	DIN FEMALE EQUIP
351	2 DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR
351	40 DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
351	2 DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
112	1 T7540	GPW 8000 RECEIVER
112	1 X302AR	ADD: QTY 2 GPW 8000 RECEIVER
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	2 X530BH	ADD: VHF (136-174 MHZ)
112	2 CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 X465AB	ADD : RX SPLITTER
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 CA02447AA	ADD: G-SERIES INDOOR CABINET 24 Rack Units
112	1 T7540	GPW 8000 RECEIVER
112	1 X301AR	ADD: QTY 1 GPW 8000 RECEIVER
112	1 CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
112	1 X530BH	ADD: VHF (136-174 MHZ)
112	1 CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
112	1 X265AM	BR PRESELCTOR, 150-174 MHZ
112	1 X465AB	ADD : RX SPLITTER
112	1 CA01400AA	ADD: POWER CABLE, DC
112	1 CA02447AA	ADD: G-SERIES INDOOR CABINET 24 Rack Units
207	2 DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
		RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES
207	1 DSTSJADP	DATA SPDS
		SPD, 12 OUTLETS 15 FT CORD 1050 JOULES NON-ISOBAR SURGE
207	2 DSDRS1215	SUPPRESSOR 15
207	1 DSGXTR13502053	UPS, GXT5 RACKMNT 1500VA/13500W, 53 MINUTE RUNTIME
		OMNI, RUGGED MENDER COLLINEAR, 0 DBD, 150-160 MHZ,
351	1 DSCOL51160	PIM RATED
351	1 DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
351	10 L1705	***OBSOLETE - USE DSLDF450ACABLE***

351	1 DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE 7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE
351	1 DDN1077	(MOTOROLA SPECIFIC) AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
908	400 DSAVA550	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE
351	1 DDN1077	(MOTOROLA SPECIFIC) RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT,
207	1 DSVHF50DMPGR	DIN FEMALE EQUIP
351	1 DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR
351	20 DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
351	1 DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
907	2 DS01010419001	CABLE GROUNDING KITS FOR 1/4 INCH AND 3/8 INCH CABLE
907	2 DS07009304001	HOISTING GRIP FOR CNT-400 CABLE
908	2 DS30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 METER
908	2 DSC000082M001A	PTP 820G, SINGLE MODEM, ETH ONLY
908	2 DSC000082T011A	PTP 820 NMS OPEN SNMP MANAGER
907	1 DSC110082R057A	PTP 820 RFU-C, 11GHZ, TR490, CHLZ, HI, 11185-11485MHZ
907	1 DSC110082R058A	PTP 820 RFU-C, 11GHZ, TR490, CHLZ, LO, 10695-10955MHZ
	DSEWE4PT82M1W	
907	2 W	PTP 820G IDU
907	2 DSEW4PT82RCWW	PTP820G RFU-C
908	2 DSN000081L006A	TNC MALE RIGHT ANGLE FOR CNT-400 BRAIDED CABLE
907	2 DSN000082L042A	PTP 820 ACT.KEY - GE PORT, PER ADDITIONAL PORT
907	2 DSN000082L123A	PTP 820 ACT.KEY - CAPACITY 100M PTP 820 3FT ANT ,SP, 11GHZ, RFU-C TYPE & UBR100 - RADIOWAVE
908	2 DSN110082D098A	COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE ARRESTOR)
908	2 DSWB3616A	
907	2 DSWB3657A	LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE)
907	2 DS01010419001	CABLE GROUNDING KITS FOR 1/4 INCH AND 3/8 INCH CABLE
907	2 DS07009304001	HOISTING GRIP FOR CNT-400 CABLE
908	2 DS30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 METER
908	2 DSC000082M001A	PTP 820G, SINGLE MODEM, ETH ONLY
908	2 DSC000082T011A	PTP 820 NMS OPEN SNMP MANAGER

907	1 DSC110082R057A	PTP 820 RFU-C,11GHZ,TR490,CHLZ,HI,11185-11485MHZ
907	1 DSC110082R058A	PTP 820 RFU-C,11GHZ,TR490,CHLZ,LO,10695-10955MHZ
	DSEWE4PT82M1W	
907	2 W	PTP 820G IDU
907	2 DSEW4PT82RCWW	PTP820G RFU-C
908	2 DSN000081L006A	TNC MALE RIGHT ANGLE FOR CNT-400 BRAIDED CABLE
907	2 DSN000082L042A	PTP 820 ACT.KEY - GE PORT, PER ADDITIONAL PORT
907	2 DSN000082L123A	PTP 820 ACT.KEY - CAPACITY 100M
		PTP 820 3FT ANT ,SP, 11GHZ, RFU-C TYPE & UBR100 -
908	2 DSN110082D098A	RADIOWAVE
		COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE
908	2 DSWB3616A	ARRESTOR)
907	2 DSWB3657A	LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE)
112	1 DLN6781	FRU: POWER SUPPLY
591	1 DLN6898	FRU: FAN MODULE
112	1 DLN6897	FRU: PA VHF
112	1 DLN6893	FRU: XCVR VHF V2 W/OPTION CARD
112	1 DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
		GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 100' COAX
906	1 DSTRAK88353M	W/DONGLE SNMPV3
908	1 DSC000082M001A	PTP 820G, SINGLE MODEM, ETH ONLY
907	1 DSC110082R057A	PTP 820 RFU-C,11GHZ,TR490,CHLZ,HI,11185-11485MHZ
907	1 DSC110082R058A	PTP 820 RFU-C,11GHZ,TR490,CHLZ,LO,10695-10955MHZ
908	1 DSN000081L006A	TNC MALE RIGHT ANGLE FOR CNT-400 BRAIDED CABLE
908	1 DSC000082T011A	PTP 820 NMS OPEN SNMP MANAGER
907	1 DSN000082L042A	PTP 820 ACT.KEY - GE PORT, PER ADDITIONAL PORT
907	1 DSN000082L123A	PTP 820 ACT.KEY - CAPACITY 100M
907	1 DSWB3657A	LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE)

5.4 COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and the Rochester Police Department enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated 11/3/2020

C-2 "Pricing Summary & Equipment List" dated 11/3/2020

C-3 "Implementation Statement of Work" dated 11/3/2020

C-4 "Acceptance Test Plan" or "ATP" dated 11/3/2020

C-5 "Performance Schedule" dated "intentionally omitted"

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3. ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a



written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided



under separate license or third party software not licensable under the terms of this Agreement.

“Software Support Policy” (“SwSP”) means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order



must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period;



or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$635,000. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Chief Robert Buxton
Address: 15 Library Street, Hudson, NH 03051
Phone: 603-886-6021
Email: rbuxton@hudsonnh.gov



The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Robert Buxton
Address: 15 Library Street, Hudson, NH 03051

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Bill Bartlett
Address: 15 Durham Street, Portsmouth, NH 03801
Phone: 603-767-8915

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System

Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.



10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.



12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or



settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but

not to exceed the price of the Equipment, Software, or implementation and other one time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and



this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of



its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use



them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A



5.5 MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of



the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

5.5.1 Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights,

trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION



8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

5.5.2 Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

5.5.3 Section 13 GENERAL



13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



5.6 EXHIBIT B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

SECTION 6

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____