



# MCCPS Board of Trustees

## Finance Committee Monthly Meeting

Amended on June 14, 2022 at 1:48 PM EDT

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### Date and Time

Friday June 17, 2022 at 8:00 AM EDT

### Location

17 Lime Street  
Marblehead, MA 01945

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This meeting will be held in person at MCCPS, with the video link below available for those who cannot attend.

### Join Zoom Meeting

<https://zoom.us/j/99625637131?pwd=cWdFODd1b2FvZ3dEOXVtbDZhNHRJUT09>

Meeting ID: 996 2563 7131

Passcode: MCCPSfinco

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>8:00 AM</b>
Opening Items			
<b>A. Record Attendance and Guests</b>		Rodolphe Herve	2 m
<b>B. Call the Meeting to Order</b>		Rodolphe Herve	1 m
<b>C. Approve minutes</b>	Approve Minutes	Rodolphe Herve	5 m
	Approve minutes for Finance Committee Monthly Meeting on May 25, 2022		
<b>II. Finance - Financial Statement Review</b>			<b>8:08 AM</b>

	Purpose	Presenter	Time
<b>Finance</b>			
<b>A. Committee review of Previous Month's Financial Statements</b>	Discuss	Jeff Barry	30 m
Documents to be attached when available			
<b>B. Discuss Funding requests</b>	Vote	Jeff Barry	15 m
FinCom needs to review and approve 2 proposals for necessary upgrades or repairs, prior to submission to the Board. These include:			
1) fire panel (\$16.8K) - necessary upgrades			
Currently booking 4-5 weeks out. Will require a signed contract & 50% deposit check to get on the schedule.			
Jeff Barry would like to proceed as described and will enter this as a prepaid expense for FY23 (expected to be funded with FY22 operating surplus and/or FY23 grant funding)			
2) roof repairs (\$270K) - funding to be discussed with FinCom			
<b>III. Other Business</b>			<b>8:53 AM</b>
<b>A. Other discussion points</b>	Discuss	Rodolphe Herve	5 m
<b>IV. Closing Items</b>			<b>8:58 AM</b>
<b>A. Adjourn Meeting</b>	Vote		

# Coversheet

## Approve minutes

**Section:** I. Opening Items  
**Item:** C. Approve minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Finance Committee Monthly Meeting on May 25, 2022



## MCCPS Board of Trustees

# Minutes

## Finance Committee Monthly Meeting

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### **Date and Time**

Wednesday May 25, 2022 at 8:00 AM

### **Location**

17 Lime Street, Marblehead, MA

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This meeting will be held in person at MCCPS, with the video link below available for those who cannot attend.

Join Zoom Meeting

<https://zoom.us/j/99625637131?pwd=cWdFODd1b2FvZ3dEOXVtbDZhNHRJUT09>

Meeting ID: 996 2563 7131

Passcode: MCCPSfinco

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### **Committee Members Present**

Andrea Barlow, Jeff Barry, Julie Santosus, NDack Toure, Rodolphe Herve

### **Committee Members Absent**

Artie Sullivan, Karl Smith

### **Guests Present**

Peter Cohen (remote)

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## **I. Opening Items**

### A. Record Attendance and Guests

Jeff Barry made a motion to accept the meeting with remote participation.

Julie Santosus seconded the motion.

The committee **VOTED** to approve the motion.

#### Roll Call

Karl Smith	Absent
NDack Toure	Aye
Rodolphe Herve	Aye
Jeff Barry	Aye
Andrea Barlow	Aye
Artie Sullivan	Absent
Julie Santosus	Aye

### B. Call the Meeting to Order

Rodolphe Herve called a meeting of the Finance Committee of MCCPS Board of Trustees to order on Wednesday May 25, 2022 at 8:04 AM.

### C. Approve minutes

Jeff Barry made a motion to approve the minutes from Finance Committee Monthly Meeting on 04-19-22.

Julie Santosus seconded the motion.

The committee **VOTED** to approve the motion.

#### Roll Call

Jeff Barry	Aye
Rodolphe Herve	Aye
Julie Santosus	Aye
Artie Sullivan	Absent
Andrea Barlow	Abstain
Karl Smith	Absent
NDack Toure	Abstain

## II. Finance - Financial Statement Review

### A. Committee review of Previous Month's Financial Statements

The Finance Committee held a discussion using the published April notes as a guide.

Main discussion items included:

- DESE deducted \$7,812 from the last check and will do so every month for the remainder of the year. We anticipate revenues to be otherwise stable and to finish the year solidly in the black
- Enrollment is currently at 221 and holding steady. Every effort is made to get to close to 230 enrollment next year

- HR professional Kim Ginsberg started and is already having a very positive impact. She attended all staff contract negotiations for next year. These were overall positive interactions and occurred without any issues
- The timeline for the annual audit will be as such:
  1. first phase: Compliance audit. Jeff to submit documents by June 20th, including grant documents, occupancy documents, leases documents, Board minutes, Attorney bills, etc.
  2. second phase: financial audit, for which documents are due by Aug 29
  3. As usual, audited 2021-2022 financial statements will need to be submitted to DESE by Nov 1, 2022
- Jeff Barry anticipates that a request will be submitted to FinCom before August to approve a \$20K expense related to upgrading the Fire Panel System
- The kitchen will see a major overhaul over the summer (new floor, new oven, fridge and freezer). This work will be paid for by a combination of Food Services revenues, grants and donations. 1 additional part-time FTE will also support Danette going forward
- Rockland Trust has not been very responsive of late despite several requests from Jeff. The matters of the Letter of Credit and potential mortgage renegotiation remain outstanding
- MCCPS successfully settled its second and last enrichment claim for \$6,300 in May. This essentially closes all outstanding issues with past enrichment claims.

### III. Other Business

#### A. Other discussion points

Jeff Barry made a motion to Close the meeting.  
Andrea Barlow seconded the motion.  
The committee **VOTED** to approve the motion.

#### Roll Call

Karl Smith	Absent
Artie Sullivan	Absent
Andrea Barlow	Aye
NDack Toure	Aye
Julie Santosus	Aye
Jeff Barry	Aye
Rodolphe Herve	Aye

### IV. Closing Items

#### A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:50 AM.

Respectfully Submitted,  
Rodolphe Herve

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**Documents used during the meeting**

- April 22 FinCom notes.pdf
- MCCPS-Apr-2022-Financial Statements v1.xlsx

# Coversheet

## Committee review of Previous Month's Financial Statements

**Section:** II. Finance - Financial Statement Review  
**Item:** A. Committee review of Previous Month's Financial Statements  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** FinCom notes May 2022.docx  
MCCPS-May-2022-Financial Statements v1.xlsx



## **FinCom notes May 2022**

The May check from the Commonwealth was \$309,514, same as April and hopefully the same for June. At press time the enrollment was 221...Peter can update on enrollment and admissions for next year.

As I begin to close out grants you will see negative balances on the All Classes sheet reduced. There are several grants that cross the fiscal year.

### Expenses

- We needed to hire a bilingual psychologist twice last month...I will try and assign this expense to a grant (\$3,700)
- The second and final Enrichment debt was settled (\$6,800)
- We made the final payments on the front mural (\$14,000). I have created a new expense category for the murals and once we receive the transfer from the MCEF (\$26K) I'll get the accounting cleaned up

### Audit updates

The FY22 audit is underway...Phase 1 is Compliance and I have been uploading the requested documents to the ShareFile with a soft deadline of 6/20. This includes Certificates of Inspection, personnel records, MTRS data, insurance info, enrollment details and a few dozen other items.

The Financial section commences shortly after the books are closed in July.

The audit and related Charter School End of Year Financial Report (CSEYOFR) are due to the state by 11/1.

### Grant updates

Ellen was able to secure a math grant (4<sup>th</sup> & 5<sup>th</sup>) for \$17,725 for FY23 which includes PD session and online content.

## Notice

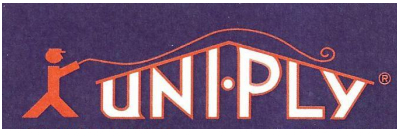
The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

MCCPS-May-2022-Financial Statements v1.xlsx

# Coversheet

## Discuss Funding requests

**Section:** II. Finance - Financial Statement Review  
**Item:** B. Discuss Funding requests  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Est\_13107\_from\_UniPly\_Roofing\_Inc.\_14900.pdf  
17 Lime St Fire Alarm System Upgrade (2) (1).pdf



# Uni-Ply Roofing, Inc.

# PROPOSAL

3 Forms Way  
 Middleton, MA 01949  
 uniplyroofing@comcast.net

Phone # 978-774-8111  
 Fax # 978-750-4888

DATE
6/14/2022

PROPOSAL #
13107

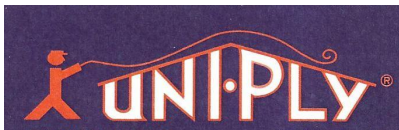
NAME / ADDRESS
Marblehead Community Charter School 17 Lime Street Marblehead, MA 01945

PROJECT ADDRESS
Marblehead Community Charter School 17 Lime Street

DESCRIPTION	TOTAL
<p>The following work will be completed for, Marblehead Community Charter Public School</p> <p>We will supply and install a Johns Manville .060 Fully Adhered Roofing EPDM Roof System.</p> <p>Estimate is for Lower Roof 13,652 square feet.</p> <p>***Uni-Ply Roofing, Inc. will procure all necessary permits before job is started.                      ***All products will be "New" and "Installed" as "Specified" by Johns Manville the manufacturer.                      ***All products will conform to state EPA requirements for low-VOC.                      ***All work to comply with the latest edition of The Massachusetts State Building Code.</p> <ol style="list-style-type: none"> <li>1. Supply a crane for one day to load roof.</li> <li>2. Supply Police and Fire Detail when needed</li> <li>3. Supply Labor to Remove existing roofing system down to metal deck.</li> <li>4. Supply and Install 2"X6" wood nailer around perimeter edge of roof to match height of new insulation board.</li> <li>5. Supply and Install double 2.6" insulation system, attached to the existing roof deck in the approved pattern and using screws and 3" stress plates as specified by the manufacturer.</li> <li>6. Supply and Install Johns Manville .060 Rubber in the largest sheets practical, in order to minimize field seams.</li> <li>7. Supply and Use state-approved low-VOC bonding adhesive to fully adhere the rubber throughout the entire field of the roof.</li> <li>8. Supply and Use low-VOC primer on all 3" Quickseam seams and 9" formflash on Details.</li> </ol>	

## TOTAL

*The payment schedule associated with this contract shall be strictly adhered to during the course of this project. Any deviation from this schedule without sufficient cause (i.e. leaks from the re-roofed section) will constitute breach of contract and the project will be shut down until resolved. Invoices are due upon receipt.*



# Uni-Ply Roofing, Inc.

# PROPOSAL

3 Forms Way  
 Middleton, MA 01949  
 uniplyroofing@comcast.net

Phone # 978-774-8111  
 Fax # 978-750-4888

DATE
6/14/2022

PROPOSAL #
13107

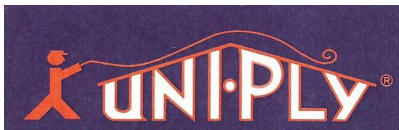
NAME / ADDRESS
Marblehead Community Charter School 17 Lime Street Marblehead, MA 01945

PROJECT ADDRESS
Marblehead Community Charter School 17 Lime Street

DESCRIPTION	TOTAL
9. Supply and Use Reinforced Russ Strip Base tie-ins on all walls or Transitions.  10. Supply and Install EPDM pipe boots with factory applied adhesive wherever possible on existing pipes.  11. Supply and Install Quickseam corner flashing.  12. Supply Materials and Labor to Install flashing on all existing or new curbs and rooftop units with appropriate counter-flashing.  13. Supply and Install Walk Pads around all Equipment.  14. Supply and Install new pitch pans, as necessary, filled with pourable sealer.  15. Supply Materials and Labor to Fabricate and Install new standard perimeter metal, .040 aluminum, around the entire perimeter. Standard colors are white or bronze, any other color may require change order.  16. Supply and Install Scuppers and Downspouts color matched for a uniform look on your finished job.  17. Unless otherwise specified, drains will be flashed re-using existing clamp rings.  18. The roof will be properly tied in and left in a watertight condition every night.  19. Uni-Ply Roofing, Inc will remove and properly dispose of all roofing material and job-related debris from job site on completion. ***Any materials removed from roof become the property of Uni-Ply Roofing, Inc. unless otherwise specified.  20. A 20 Year Johns Manville Manufacturer's Labor and Material Warranty shall be issued upon full payment and inspection by manufacturer's representative.	

## TOTAL

*The payment schedule associated with this contract shall be strictly adhered to during the course of this project. Any deviation from this schedule without sufficient cause (i.e. leaks from the re-roofed section) will constitute breach of contract and the project will be shut down until resolved. Invoices are due upon receipt.*



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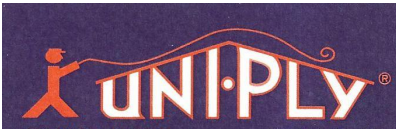
NAME / ADDRESS
Marblehead Community Charter School 17 Lime Street Marblehead, MA 01945

PROJECT ADDRESS
Marblehead Community Charter School 17 Lime Street

DESCRIPTION	TOTAL
<p>Uni-Ply Roofing, Inc. proposes to furnish all labor and material complete, in accordance with the above specifications for the sum of:</p> <p>Two Hundred Seventy Thousand Dollars and Zero Cents <b>***\$270,000.00***</b></p> <p>This proposal, with our attached insurance coverages, to be come part of the contract as roof scope of work. Any additional coverages required, if we agree to add, will be at an additional cost to contract. Pricing includes all Materials, Labor and Massachusetts Sales Tax</p> <p>Due to the volatile pricing of petroleum based materials, we reserve the right to adjust this proposal after FIVE (5) DAYS if there is a significant price increase AND the contract has NOT been signed.</p> <p>Stock Payment: Uni-Ply Roofing, Inc. will send out the invoice for stock payment at least five (5) days prior to scheduled delivery of roofing materials. This invoice must be paid before stock is delivered.</p> <p>Progress Payment</p> <p>Final payment - due upon completion</p> <p>****Because of uncertainty in future material availability and unpredictable and rapidly increasing pricing of some construction materials, the materials referenced in this proposal and contract may not be available when needed for this job or can only be obtained at prices in excess of what has been budgeted for this job. In order to reduce these risks, Contractor recommends that the materials be ordered at this time with payment to be made at the time of delivery and the materials suitably stored, with appropriate insurance in place, until the materials are needed at the job site. The costs to store and insure the materials and to transport the materials from the storage facility to the job site would be at customer's expense.</p> <p>Alternatively, if the customer prefers not to have the Contractor obtain the materials at this time as described above, the customer accepts the risk of material unavailability and price escalation in the costs incurred to obtain and have the materials delivered to the job site.****</p>	<p>110,000.00</p> <p>130,000.00</p> <p>30,000.00</p>

## TOTAL

*The payment schedule associated with this contract shall be strictly adhered to during the course of this project. Any deviation from this schedule without sufficient cause (i.e. leaks from the re-roofed section) will constitute breach of contract and the project will be shut down until resolved. Invoices are due upon receipt.*



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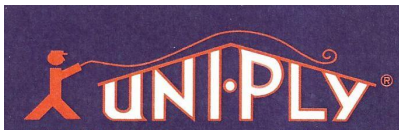
NAME / ADDRESS
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PROJECT ADDRESS
Marblehead Community Charter School 17 Lime Street

DESCRIPTION	TOTAL
<p><b>TERMS &amp; CONDITIONS</b></p> <p>ANY ALTERATIONS TO THIS PROPOSAL WITHOUT OUR APPROVAL SHALL CAUSE IT TO BE NULL AND VOID.</p> <ul style="list-style-type: none"> <li>• All materials are guaranteed to be as specified. All work will be completed in a professional manner, in accordance with accepted roofing practices. Any alterations or deviations from above specifications involving extra cost will be executed only by written order, and will become an extra charge over and above the proposal.</li> <li>• This proposal, with our attached insurance coverages, to be come part of the contract as roof scope of work. Any additional coverages required, if we agree to add, will be at an additional cost to contract.</li> <li>• If, during the removal of the existing roof, unforeseen circumstances are discovered, including but not limited to: rotted decking, wood or metal, decomposed concrete or drains that need attention, the situation will be discussed with the person(s) in charge and a change order will be signed before work can continue.</li> <li>• All agreements are contingent upon strikes, accidents or delays beyond the control of Uni-Ply Roofing, Inc. Owner will carry fire, tornado, and all necessary insurance. Uni-Ply Roofing, Inc. will not assume liability for any roof damage resulting from structural problems inherent in the owner's building.</li> <li>• Installation of new roofing system may require temporary disconnection of existing rooftop HVAC equipment. Any necessary HVAC work is to be the responsibility of the building owners. Uni-Ply Roofing, Inc., is not responsible for any costs incurred for the moving/removal/replacement of any rooftop equipment, floating or attached, that must be moved, unless otherwise specifically stated.</li> <li>• Uni-Ply Roofing, Inc. must secure insulation to roof with screws. Per Mass Building Code, it is illegal to run electrical wires through the flutes of B-decking. Uni-Ply Roofing, Inc., takes no responsibility for electrical damage caused by our screws if wires are run improperly.</li> <li>• Both the Owner and Uni-Ply Roofing, Inc. must approve any proposed changes to the original contract in writing. No work will be completed outside the original contract until Uni-Ply has a signed change order to do so.</li> <li>• If any warranty is to be issued it will be stated in attached proposal. No said warranty will be issued to the owner until all invoices are paid in full. All invoices are due upon receipt.</li> <li>• A balance on past due accounts shall be subject to payment of interest at the rate of 1.5% per month after 30 days. Interest charges will accrue from the initial statement date. In the event the service of an attorney become</li> </ul>	

## TOTAL

*The payment schedule associated with this contract shall be strictly adhered to during the course of this project. Any deviation from this schedule without sufficient cause (i.e. leaks from the re-roofed section) will constitute breach of contract and the project will be shut down until resolved. Invoices are due upon receipt.*



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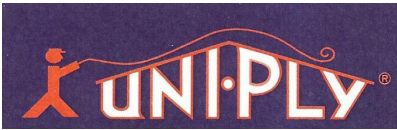
PROJECT ADDRESS
Marblehead Community Charter School 17 Lime Street

DESCRIPTION	TOTAL
<p>necessary to secure payment of this account or any invoice or to enforce the terms hereof, there shall be added to the amount due and be collectible therewith any such reasonable attorney's fees.</p> <ul style="list-style-type: none"> <li>Per order of the attorneys of Uni-Ply Roofing, Inc.: If final payment is not made within 60 days of invoicing, a mechanic's lien will be placed on the property.</li> </ul> <p>Uni-Ply Roofing holds a Firestone Applicator License #40001429                      Uni-Ply Roofing holds a Johns Manville Applicator License #63100571                      Uni-Ply is a GAF Authorized Roof Contractor GAF ID #1124718</p> <p>Sam Camponeski holds Construction Supervisor License #CS-035819 Expires: 07/13/2023                      and Home Improvement Contractor License # 198792 Expires: 06/16/2022</p> <p>Kevin Camponeski holds Construction Supervisor License #CS-084282 Expires: 02/04/2023                      and Home Improvement Contractor License #140376 Expires: 06/19/2024</p> <p>PROPOSAL ACCEPTANCE: All payment terms must be negotiated prior to acceptance.</p> <p>The specifications, prices and conditions are satisfactory and are hereby accepted. Uni-Ply Roofing, Inc., is authorized to perform the work specified. Payment will be made as outlined.</p> <p>Date: _____</p> <p>Authorized Signature: _____</p> <p>Kevin Camponeski, President</p> <p>Customer</p> <p>Date: _____</p> <p>Authorized Signature: _____</p>	

## TOTAL

*The payment schedule associated with this contract shall be strictly adhered to during the course of this project. Any deviation from this schedule without sufficient cause (i.e. leaks from the re-roofed section) will constitute breach of contract and the project will be shut down until resolved. Invoices are due upon receipt.*





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NAME / ADDRESS
Marblehead Community Charter School 17 Lime Street Marblehead, MA 01945

PROJECT ADDRESS
Marblehead Community Charter School 17 Lime Street

DESCRIPTION	TOTAL
Print Name: _____  Title: _____	

**TOTAL** \$270,000.00

*The payment schedule associated with this contract shall be strictly adhered to during the course of this project. Any deviation from this schedule without sufficient cause (i.e. leaks from the re-roofed section) will constitute breach of contract and the project will be shut down until resolved. Invoices are due upon receipt.*



MA License C1111

**Wayne Alarm Systems Inc.**  
**424 Essex Street Lynn, MA 01902**  
 (781) 595-0000 Ext.408  
 (781) 477-6196 FAX  
 www.waynealarm.com

Quote #	WYNQ36432
Date	10/25/2021
Security Consultant	
Zachary Preman	
zpreman@waynealarm.com	
781-576-0023	

**This proposal was specifically created for  
 Marblehead Charter School**

**Sold to:**  
**Marblehead Charter School**  
**17 Lime Street**  
**Marblehead, MA 01945**

**Installed at:**  
**Marblehead Charter School**  
**17 Lime Street**  
**Marblehead, MA 01945**

**Contact:**  
**Bob Erbetta**  
**(781) 631-0777**

**Contact:**  
**Bob Erbetta**  
**(781) 631-0777**

Thank you for allowing Wayne Alarm Systems the opportunity to submit the following proposal.

Upgrade the existing fire alarm system to a new FireLite non-proprietary fire alarm system including the following equipment:

Replace the existing proprietary Gamewell FCI 7200 Legacy Addressable Fire Alarm Control Panel with a new FireLite ES200X Addressable Fire Alarm Control Panel.

Replace the following peripheral addressable Gamewell initiating devices with new FireLite addressable initiating devices:

- (70) Addressable smoke detectors
- (17) Addressable pull stations
- (3) Addressable Heat Detectors
- (3) Addressable Duct Smoke Detectors
- (1) Notification Appliance Circuit Booster

Add (4) addressable smoke detectors for the (4) new office areas (wires already run).

Add an IntelliPro Module to the existing AES radio communicator allow the system to report contact ID instead of general alarms.

Utilize the existing wiring, horns, strobes, horn/strobes and power booster(s) and connect them to the new system.

\*Note: The size of the new fire alarm control panel will be significantly smaller than the existing fire alarm control panel. It is the customer's responsibility to have the hole that will be there patched and painted, if needed.

\*Note: This work is quoted to be performed by (2) Wayne Alarm technicians for a Saturday and Sunday so that school is not disturbed due to this work.\*\*

An acceptance test with Marblehead Fire Department is included in this quote. Additional devices or work requested or required by the Marblehead Fire Department, if any, will be performed at an additional cost.

What the customer will supply:

Designated email address for all invoicing: \_\_\_\_\_.

A set of accurate plans that will be used to design the system. Any updates or changes made to the plans must be resubmitted by the customer prior to the work being started. Customer is responsible for any costs relating to additional parts and labor due to plan deficiency and any new permit fees charged for submission of corrected plans to the AHJ.

The necessary 110V power within 6' of the panel (already existing).

Permitting fees include applicable permit, processing, mailing and all direct expenses. Subject to change upon scope and coordination.

Final fees will be determined at system commissioning and could change from the figure stated below. Additional inspections, as required by governmental agencies, that require Wayne Alarm Systems to be present will be billed at the then prevailing rate.

Customer is given the option to pay for this work in 4 equal monthly payments of \$4,200.74, automatically taken via EFT from customer's bank account or credit card.

Accept

Decline



**What Wayne Alarm Systems will supply and install:**



Quantity	Description of Part
1	24VDC Addressable Fire Alarm Panel
17	Addressable dual action pull station with lock
74	Addressable smoke detector
3	Duct detector - addressable
3	Addressable Relay Module (for Duct Detector)
3	Addressable 190° heat detector
1	Addressable cntrl monitor mod for 1 class B/A zone (for booster)
2	12V/26AH Battery Backup
1	3 Amp Nac Power Booster Module
2	Addressable monitor module
2	12V 7Ah battery
1	IntelliPro Fire (for contact ID reporting)
1	Miscellaneous Electrical Supplies (Backboxes, connectors, etc.)
1	Permit: Electrical - Application and Processing
1	Permit: Fire - Application and Processing
1	Acceptance Test w/ Marblehead Fire Department
4	Installation Charge

**Special notes that apply to systems installed in Marblehead**

Your local police department requires that your system be registered, by you, annually. There is a cost associated with this registration. Call the non emergency number, 781-631-1212, or visit the police station to get the registration form and view the complete regulations

<b>Material &amp; Labor</b>	<b>\$16,802.97</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$16,802.97</b>

**Lease Payment Option**

- Notes
- \* A warranty period of 12 months shall apply to all parts and labor listed in this proposal.
  - \* A 50% deposit is required for all projects with the balance due upon completion of the installation.
  - \* The first 6 months monitoring fee is required at the time of signing this proposal.
  - \* All application fees, permit fees, ROC(record of completion) fee, fines, any associated user fees, or additional inspections are the sole

responsibility of the customer.

- \* All fees, including drop off and pickup charges, for a man lift or similar vehicle/device will be billed after the job is completed.
- \* This quote is effective for 30 days.
- \* Unless indicated above the installation will be done during normal business hours, which are 8 AM to 4:30 PM.
- \* The terms for monitoring for this system are shown on the monitoring contract. This rate will remain in force for the period specified on the monitoring contract.
- \* The quoted fire system is based upon the building being totally sprinkled and operational.
- \* This proposal is subject to the approval and acceptance by the AHJ. Any changes or additions required by the AHJ, the Fire Department, or the Building Department shall result in additional charges.
- \* If this proposal is for new construction the quoted cost is based on the walls being open for all wiring runs. If walls are not open the cost for the above work will increase as necessary.
- \* If upgrading an existing system any device or wiring that is found faulty, or incompatible with the existing panel, will be replaced at the prevailing rate for parts and labor. Warranty applies only to devices covered in the proposal.
- \* At the time of the installation Wayne Alarm will install a customer purchased Knox Box .
- \* If DSL is present and a filter is required there will be an additional charge for installing the filter.
- \* Customer is aware that if CO detectors are part of this proposal they must be replaced when the end of life is reached. The life of a CO detector is approximately 5 years.
- \* I am aware that when the telephone is out of service which can include, however not limited to, a malfunction or deliberate act, or because a burglar has cut the phone line an alarm signal will not reach the Monitoring Central Station. A High Security Long Range Radio service, for additional cost, is available in the event of a loss of phone service.
- \* Upon receipt of signals from your alarm our central station will take the action as defined by the subscriber in original agreement or subsequent authorized changes. Subscriber is responsible for maintaining phone lines for communications.
- \* Price is based on above list of materials and quantities only. Please confirm that all quantities are correct and that all necessary items have been included. If there are any discrepancies, please notify us so that we can adjust the price accordingly.
- \* It's further agreed that Wayne Alarm Systems (Company) retains ownership of all equipment and parts installed until full payment of the aforementioned is received by the company. As a result the company may remove or deprogram any or all of the equipment and parts at the company's discretion due to non payment.
- \* All services provided by Wayne Alarm Systems subject to all the terms and conditions of our installation, monitoring, and maintenance contracts.

## Terms and Conditions

I. This document has been classified CONFIDENTIAL to give emphasis to the importance of restricting access of information herein to AUTHORIZED PERSONNEL ONLY

II. All material is guaranteed to be specified. Replacement components shall be of equal or better quality with no increase in price except where authorized by the subscriber. All work to be done in a workmanlike manner and in accordance with standard trade practices. All agreements contingent upon strikes, accidents or delays beyond the control of WAYNE ALARM SYSTEMS INC. Hereinafter called the CONTRACTOR. Subscriber to carry fire, tornado and other necessary insurance.

III. LIMIT OF LIABILITY It is understood that the CONTRACTOR is not an insurer that such insurance, if any, shall be obtained by the Subscriber. Amount payable to the Contractor hereunder are based upon the value of the subscribers property of others located in subscribers premises. The CONTRACTOR makes no guarantee or warranty, included any implied warranty of merchantability or fitness that the system or service supplied will avert or prevent occurrences or the consequences there from, which the system or services is designed to detect. The subscriber does not desire this agreement to provide for full liability of the CONTRACTOR and agrees that the CONTRACTOR shall be exempt from liability for loss or damage due directly or indirectly to occurrences or consequences there from which the equipment or services is designed or avert: that if the CONTRACTOR should be found liable for loss or damage due to a failure of equipment or service in any respect, its liability shall be limited to \$250.00 as the sole & exclusive remedy and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to a person or property from performance of obligations imposed by this agreement or from negligence, active or otherwise, of the CONTRACTOR, its agents or employees. No action shall be brought against the CONTRACTOR more than one year after the accrual; of the cause of action therefore, if the subscriber desires, the CONTRACTOR will amend this Agreement to allow the subscriber to pay an additional annual amount necessary to purchase an insurance policy or such greater liability, no such amendment shall be effective unless authorized by the subscriber, the CONTRACTOR and the insurance carrier which will be insuring the additional liability, in the event any person, not a party to this agreement, shall make any claim or file any lawsuit against the CONTRACTOR for failure of its equipment or service in any respect, customer agrees to indemnify, defend and hold the CONTRACTOR harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees. If this agreement provides for a direct connection to person, persons or governmental agency which, in the judgment of the CONTRACTOR has jurisdiction of the subscriber's premises or other agency that department or agency may invoke the provisions hereof against any claims by the subscriber due to any failure of such department or agency.

IV. Subscriber may indicate acceptance of this proposal by indicating choice of systems from those offered and by affixing an authorized signature where indicated.

V. Following acceptance of this proposal, installation will be scheduled.

VI. Waiver of Subrogation: You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.

VII. Subscriber shall pay the CONTRACTOR the highest lawful rate of interest permissible under applicable law on all past due billings. If however claim is referred to an attorney to enforce collection, the subscriber shall be liable for legal fee of 25% in addition to outstanding balance. If a law suit is instituted in a court of applicable jurisdiction to enforce payment of said outstanding balance and reasonable attorney's fee of 25% of said outstanding balance plus interest.

The above prices, specification and conditions are satisfactory and hereby accepted. You are authorized to proceed and do all work as specified. Payments will be made in accordance with the terms herein defined.

**Wayne Alarm Systems Inc.**

By: **Zachary Preman**

Date: 10/26/21



For Marblehead Charter School

Title \_\_\_\_\_

By \_\_\_\_\_  
Print Name

By \_\_\_\_\_

Date \_\_\_\_\_