## LARCHMONT PUBLIC LIBRARY

## **BOARD OF TRUSTEES**

## June 11, 2025

The Larchmont Public Library Board of Trustees will hold its next regularly scheduled meeting on June 11, 2025, at 6:00 PM. Please call Andrew Farber (914-834-1977) or e-mail him (afarber@larchmontlibrary.org) if you are unable to attend.

## AGENDA

- Friends of the Library Report
- Approval of Library Board Meeting Minutes for May 14, 2025.
- Committee Reports
  - o Finance
    - Approval of bills
  - Facilities
    - Update on facilities issues
  - Centennial
    - Update on committee
- Library Director's Report
  - Additional Items
    - Donation to Ryder's Garden
    - Approval of Village Center renovations
    - Power washing and painting of the entrance
    - JP McHall contract
    - Phone line switchover
    - Pay scale addendum
- Hear Members of the Public
- Adjournment

## Larchmont Public Library Board of Trustees Minutes of Meeting May 14, 2025

The Larchmont Public Library Board of Trustees met on 5/14/25, attended by Library Board Chair Lauren Gottfried (LG), Library Trustees Jill Brennick (JB), Linnet Tse (LT), Barbara Liptack (BL), Celeste Sharpe (CS), Town of Mamaroneck Liaison Sabrina Fiddelman (LSF), Library Director Andrew Farber, and Library Staff Assistant Janet Regan (JR). Head of Reference Paul Doherty (PD), Library Trustees Galit Lopatin Bordereau (GLB), Barbara Flickinger (BF), Friends of Larchmont Liaison Ellie Berlin (EB), and Village of Larchmont Liaison Dana Post (DP) were not present.

Library Board Chair LG called the meeting to order at 6:32 pm.

## **Minutes**

The Board unanimously approved the minutes for the April 9, 2025, Library Board meeting.

## **Board**

LG welcomed everyone to the meeting.

## **Friends**

The Friends of the Larchmont Library gave no report. EB was not in attendance.

## **Committee Reports**

## Finance

*Schedule of Bills and Performance Report:* The Board unanimously approved the schedule of bills and the additional list of bills dated 5/14/25.

## Centennial

The Centennial committee did not meet this month.

#### **Facilities**

AF reported that the children's room elevator sensor needs to be replaced. Otis requires payment up front, or there is a price increase.

Verizon will be migrating the Library's phone system from copper lines to fiber-optic lines. This should remove the static that has become an increasing problem for the Library.

The Library has determined that carpenter ants have infested the 1995 windows. We have a grant to replace the windows, but we need to treat the infestation.

The Friends of the Larchmont Library have generously agreed to fund the Village Center renovations.

The main entrance to the Library requires power washing, patching, and painting. We have the option to close the entrance for the day or do the work on a Sunday at a higher rate.

## Resolutions

LT made a motion to approve the resolution that we accept the Otis elevator repair invoice in the amount of \$5600. JB seconded. The resolution was unanimously approved.

CS made a motion to approve the resolution that the Library provide a stipend of \$3500 to Iven Taub for his work on the CSEA union contract negotiations. BL seconded. The resolution was unanimously approved.

LT made a motion to approve the resolution that we accept the Otis elevator repair invoice in the amount of \$5600. JB seconded. The resolution was unanimously approved.

JB made a motion to approve a 3% salary increase for JR. CS seconded. The resolution was unanimously approved.

JB made a motion to approve a \$300 bonus for JR. CS seconded. The resolution was unanimously approved.

JB made a motion to approve a \$500 bonus for PD. CS seconded. The resolution was unanimously approved.

## **Director's Report**

The children's department has recently had two successful programs, a no-sew squish creatures workshop and a Paint Pen Palooza. Summer reading videos are being created to market our annual summer reading contest. They will be hosting their popular stuffed animal sleepover next month. They have also received their new self-check machine, which the Friends of the Larchmont Library funded.

The adult department has started a new popup book club, the cookbook book club. A new bookclub webpage has been created and added to our website. We will be hosting a blood drive at the end of the month.

The board moved to executive session at 7:18 to discuss personnel matters and left executive session at 7:27.

The meeting adjourned at 7:28 pm. The next scheduled Board Meeting will be held on 5/14/25 at 6:30 pm.

Respectfully Submitted, Andrew Farber Library Director

## 5/31/2025

FY 25 LARCHMONT PUBLIC LIBRARY

#### **CHECK REGISTER**

Check No Vendor Name **Check Date** Description Amount **AMAZON** LIBRARY SUPPLIES, BOOKS, DVDS (and Credits applied) \$ 1,481.37 \$ ANDREW FARBER MILEAGE EXPENSE 116.23 \$ BAKER & TAYLOR **BOOKS -MAY** 1,924.44 CHASE \$ SEE ATTACHED 141.40 \$ 392.60 **CLEANING SYSTEMS BUILDING CLEANING SUPPLIES** \$ **FOLEY HARDWARE** LIBRARY SUPPLIES 9.66 \$ 775.00 LUIGI ANDREOLLI **APRIL & MAY GARDEN MAINTENANCE** COPIES (OVERAGE BEYOND CONTRACT) 12/11/24-5/10/25 \$ OFFICE DYNAMICS 996.21 OVERDRIVE INC. E-BOOKS & E-AUDIO \$ 6,427.64 \$ STAPLES COMPUTER SUPPLIES 222.59 THE MICHAEL'S COMPANY \$ 143.68 **PROGRAM SUPPLIES VERIZON BUSINESS STATEMENT - 5/10/25** 0.71 VERIZON STATEMENT - 5/18/25 \$ 306.43 VINCENT TOOMEY LEGAL SERVICES (4/1/25-4/30/25) \$ 220.00 WB MASON LIBRARY SUPPLIES \$ 121.63 \$ WESTCHESTER LIBRARY SYSTEM SELF CHECK AND 2025 PRORATED SUPPORT - CHILDREN'S ROOM 4,125.00 594.00 WHITE GARDEN DESIGN GARDEN MAINTENANCE - 4/26/25

17,998.59

\$

## 6/12/2024

## FY 26 LARCHMONT PUBLIC LIBRARY

## **CHECK REGISTER**

Check No	Vendor Name	Check Date	Description	Amount
	BOOKPAGE	PERIODI	CALS	\$ 756.00
	CITRON	TOILET (	CLOG - VILLAGE CENTER	\$ 295.00
	DELAGE LANDEN	COPIER	5/15-7/14/24	\$ 220.70
	EVGENIA NIKOLOPOLOU	MILAGE	REIMBURSEMENT	\$ 22.40
	EVGENIA NIKOLOPOLOU	WLA CO	NFERENCE ADMISSION TICKET	\$ 55.00
	HIDALGO MAINTENANCE	CARPET	SHAMPOO	\$ 1,250.00
	ILEEN GOTTESFELD	ADULT F	ROGRAM - BOOK DISCUSSIONS ( 4 SESSIONS)	\$ 800.00
	MARK ADELMAN	ADULT F	ROGRAM- SECRETS TO LONGEVITY	\$ 125.00
	MARTY GITLIN	ADULT P	ROGRAM - FUNNIEST MOMENTS IN FILM	\$ 165.00
	NU SOUND TECHNOLOGY	ASSIST V	ERIZON MIGRATION FROM COPPER TO FIOS	\$ 550.00
	OTIS ELEVATOR COMPANY	SERVICE	CONTRACT - SEMI-ANNUAL 3/15/25-8/31/25	\$ 3,637.75
	ROBERT MARKOWITZ	CHILDRE	N'S PROGRAM - GUITAR GUY 2 SESSIONS(JUNE)	\$ 350.00
	ST. AUGUSTINE'S CHURCH	PARKING	G - JUNE	\$ 312.50
	WB MASON	LIBRARY	SUPPLIES	\$ 93.62

# ADDITIONAL LIST OF BILLS TO BE APPROVED FOR PAYMENT 6/11/25 OPERATING EXPENSE

<u>PERSONNEL</u>				
	PAYROLL (5.16.25)	\$ 48,721.64		
	EMERG COMP	\$ 957.56		
	SOC SEC	\$ 3,800.46		
			\$	52,522.10
	PAYROLL (5.30.25)	\$ 49,055.36		
	EMERG COMP	\$ 219.44		
	SOC SEC	\$ 3,769.52		
			\$	52,824.88
<u>HEALTHCARE</u>				
	MAY	\$ 35,669.60		
			\$	35,669.60
<u>ELECTRICITY</u>				
	APRIL	\$ 6,493.80		
			\$	6,493.80

Chase Card Breakdown Last 3 Months								
	JUNE	MAY	<u>APRIL</u>	E	Y24-25	FY23-24	FY 22-23	FY 21-22
Program Supplies	141.00		209.00	\$	6,988.75	\$ 8,152.96	\$ 8,966.91	\$ 1,860.18
Conf and Dues		171.02	38.50	\$	3,910.88	\$ 2,668.21	\$ 989.78	\$ 1,806.63
Library Supplies				\$	147.20	\$ 2,008.98	\$ 1,765.29	\$ 1,051.73
Communications		134.25	715.14	\$	3,417.12	\$ 2,964.02	\$ 3,242.57	\$ 3,441.35
Office Equipment				\$	47.99	\$ 154.98	\$ 3,082.13	\$ 877.48
Postage				\$	149.81	\$ 497.77	\$ 566.07	\$ 572.76
Comp. Supplies			219.00	\$	219.00	\$ -	\$ -	\$ -
Books				\$	288.09	\$ 4,533.07	\$ 1,752.20	\$ 241.04
DVD				\$	935.82	\$ 5,627.97	\$ 2,714.24	\$ -
Periodicals				\$	3,246.07	\$ 5,627.97	\$ 3,261.19	\$ 2,993.32
Build. Maint.			74.75	\$	74.75	\$ 2,694.50	\$ 1,434.52	\$ 1,904.92
B & G Supplies		33.53		\$	3,774.68	\$ 761.81	\$ -	\$ 201.85
Misc.				\$	-	\$ -	\$ -	\$ 78.00
Bldg Equipment				\$	823.25	\$ 401.72	\$ 1,149.50	\$ 3,159.40
Credits				\$	-	\$ -	\$ -	\$ -
E books				\$	850.00	\$ -	\$ -	\$ -
Service contract			319.80	\$	319.80		\$ 850.00	\$ 750.00
Cirulation Maintenance				\$	-	\$ -	\$ -	\$ -
						•	\$ -	\$ -
Total	141.00	338.80	1576.19	\$	25,193.21	\$ 34,431.46	\$ 29,774.40	\$ 18,938.66
					,	,	,	\$ -
Amazon Breakdown								\$ -
								\$ -
Prog Supplies	635.06	247.53	449.89	\$	2,635.76		\$ 1,375.83	\$ 3,033.12
Conf and Dues				\$	59.97			
Library Supplies	92.78	169.96	17.9	\$	2,006.17		\$ 1,369.15	\$ 962.60
Office Equipment			159.99	\$	197.64		\$ -	\$ 32.95
DVDs	292.44	503.71	381.87	\$	4,279.14		\$ 4,923.00	
Books	464.14	1131.18	2364.04	\$	10,899.73		\$ 2,065.73	\$ 2,119.65
Comp Supplies				\$	-		\$ 1,549.93	\$ 296.69
Communications				\$	96.96		\$ -	\$ -
CDs				\$	-		\$ -	\$ -
Audiobooks				\$	-		\$ -	\$ -
B & G Supplies		16.18		\$	629.60		\$ 33.44	\$ 398.05
Bldg Equip				\$	-		\$ 85.78	\$ -
Credits							\$ (174.20)	\$ -
Total	1484.42	2068.56	3373.69	\$	20,804.97		\$ 11,228.66	



## **COMMERCIAL SERVICE AGREEMENT**

241 Bleakley Avenue, Buchanan, NY 10511 800.479.2284 | sales@nopests.com | www.nopests.com

SERVICE INFORMATION			BILLING	INFORMATION		Same as Service
Name Larchmont Public Library			Name Larch	mont Public Library		
Address 121 Larchmont Ave			Address 121	Larchmont Ave		
City Larchmont	State NY	Zip 10538-3724	City Larchm	ont	State NY	Zip 10538-3724
Service Contact Andrew Farber			Service Contact 🔑	Indrew Farber		
Email afarber@larchmontlibrary.org	Mobile 914-834	-2668	Email afarbe	r@larchmontlibrary.o	rg Phone 914-83	34-2668
Preferred Method of Contact Phone Text	Email		Billing Contact	E	mail	Phone
JP McHale Pest Management, LLC a The service will target the following SERVICE AREA DESCRIPTION - SPECIALIST WI Check in with Andrew or Sean upon arr offices, and any other areas brought up season. Ladder is needed for hallway w	pests: Co  CLL MONITOR, INSP  rival. Inspect, mo by staff. Use glu	peckroaches Mid PECT AND TREAT: onitor, and treat exteri- ue boards to actively in ill treat all accessible	or of building, or monitor crawlin up to 25 feet fr	Otherants	nt storage rooms/el on for carpenter ar	ectrical rooms, its during spring
		TYPE OF A	GREEMENT			CHARGES
INTENSIVE TREATMENT - This initial pl pressure in the structure, determining e levels below pre-determined thresholds	xactly what species					345 +Tax
Mechanical, biological, physical, cultura and remedial treatment rendered to pro M - F 8am-4pm. Emergency Service ava Service will be rendered: ✓ Monthly  SMART RODENT CONTROL - Anticimex real-time 24/7/365. After analysis, we it activation. A second visit will be schedulinspections, the emptying and relocatin	ovide positive controlled at additional Semi-Monthly  SMART is an intellinatall state-of-the-alled within 30 days	rol of the above captione I cost).  AX per month gigent, environmentally-friert, multi-purpose techno of initial visit. We then p	d pests. (Services  Weekly   iendly pest contrology around your	provided during normal wo	rl Annually  nt activity in set-up and	125  ☐ Per year ☐ Per visit ☑ Per month + Tax
		EQUIPMENT	INSTALLATION			
SMART EQUIPMENT TO BE INSTALLED         SMART Connect #         SMART Eye #         SMART Catch #         SMART Box #         SMART Sense #         SMART Pipe #	☐ Multicato	Rodent Bait Station #	3 l 1 e	ITIONAL EQUIPMENT & PRO andscape rocks evo	OCEDURES:	
Special Instructions Tax exempt. Intensive is 1x cost for first month of service which inclu Recurring monthly maintenance begins the following m		•		TOTAL	Subtotal Tax	1720 0.00
Total investment is cost for first 12 months of service. A	II invoicing is monthly.				Total Investment	1720.00
ACCEPTANCE OF PROPOSAL. THE ABOVE PRICES, SPECIFICATIONS AND CO ACCEPT LABELS IN DIGITAL FORM AND HAVE INTERNET ACCESS TO WWW.						
	PAYMENT - CHAR	RGE CREDIT CARD:	IN FULL ANNUA	LLY MONTHLY		
AUTHORIZED SIGNATURE					DATE	
SERVICE REPRESENTATIVE Jonathan	n Renza				DATE 05/1:	3/2025

## **GENERAL TERMS AND CONDITIONS - JP McHALE PEST MANAGEMENT, LLC**

#### 1 APPLICATION OF THESE CONDITIONS

- 1.1. These General Terms and Conditions JP McHale Pest Management, LCC (these "Conditions") are incorporated into all contracts for pest control or other services made by JP McHale Pest Management, LLC or its applicable subsidiary (collectively, "JPMPM, LLC").
- 1.2 In the event of any inconsistency between Customer's contract(s) with JPMPM, LLC and these Conditions, the terms and conditions of these Conditions will control.
- 1.3 Certain capitalized terms are defined in §15.

#### 2 INSPECTION AND PREPARATORY PEST CONTROL

- 2.1 Prior to the commencement of any services to be provided under the Agreement, JPMPM, LLC may, at its option, inspect the Object in order to make a risk assessment.
- 2.2 Based on the results of the inspection mentioned above in section 2.1, JPMPM, LLC may carry out preparatory Pest Control on the terms and conditions mutually agreed upon by the Parties. If the Customer does not agree to the preparatory Pest Control which JPMPM, LLC determines are necessary to provide the services, JPMPM, LLC may, at its option, cancel the Agreement with no further obligation to Customer.

#### 3. CONTRACT PERIOD AND RENEWAL

- 3.1 Unless explicitly stated otherwise in the Agreement, the "Contract Period" is One (1) year from the effective date of the Agreement.
- 3.2 If either Party does not wish to renew the Agreement, this Party must notify the other Party no later than three (3) months prior to the end of the Contract Period or any renewal period. If such notice is not given, the Agreement is automatically renewed and extended for an additional one (1) year from the end of the initial Contract Period or any renewal period.

## 4 COMMENCEMENT OF THE AGREEMENT

The Agreement will enter into force on the date the first annual fee is paid in accordance with section 5.1 below.

#### FEES AND CHARGES

4.1

- 5.1 The Customer undertakes to pay an annual fee as set out in the Agreement. The annual fee shall be paid annually in advance, with the first annual fee due prior to commencement of any services (including preparatory Pest Control in accordance with Section 2 above), unless explicitly stated otherwise in the Agreement.
- JPMPM, LLC may increase the annual fee with respect to any future year. If JPMPM, LLC increases any annual fee by more than the Permitted Increase, JPMPM, LLC shall notify Customer of any increase of the annual fee no later than three (3) months prior to date on which the next annual fee is due. In the case of such an increase by more than the Permitted Increase, the Customer may, at its option, terminate the Agreement (effective on the day prior to the next annual fee payment date) by delivering a written request for termination to JPMPM, LLC. Such termination request must be delivered to JPMPM, LLC not later than thirty (30) days after the Customer's receipt of JPMPM, LLC's notification of increase. Such termination will not relieve Customer of its obligations to pay any amounts due to JPMPM, LLC with respect to any period prior to the termination date.
- JPMPM, LLC reserves the right to, in addition to the annual fee, charge the Customer for JPMPM, LLC's performance of additional services (such as expedited service, technical service and troubleshooting), in each case as such additional services are mutually agreed by Customer and JPMPM, LLC.
- In the event of a late payment a penalty interest in arrears will apply at LIBOR plus 3% (not to exceed the maximum interest rate allowable by applicable law and regulation).

## 6 CHANGES TO THE AGREEMENT

- 6.1 JPMPM, LLC may from time to time modify the terms of the Agreement, including these Conditions. Any such change will not be effective against Customer unless JPMPM, LLC notifies Customer in writing of such potential changes no later than three (3) months prior to the proposed effective date of the change.
- 6.2 Notwithstanding the foregoing, with respect to any change to the Agreement reasonably required in order to comply with applicable law and regulation or reasonably necessary in order to provide the services, JPMPM, LLC shall give notice to Customer as soon as practicable under the circumstances, which notice must specify the effective date of the proposed change.
- If the Customer does not accept the changes, the Customer may, at its option, terminate the Agreement by delivering a written request for termination to JPMPM, LLC not later than ten (10) days after the Customer's receipt of JPMPM, LLC's notification of the changes. In the event of such termination, JPMPM, LLC shall reimburse the Customer for any unused portion of the most recent prepaid annual fee (based on a 365-day year and actual number of days elapsed).

#### 7 JPMPM, LLC'S OBLIGATIONS

- 7.1 JPMPM, LLC will perform Pest Control at the Object. The method of Pest Control will be determined by JPMPM, LLC on a case-by-case basis with attention to human welfare, environmental aspects and such other factors as JPMPM, LLC determines to be appropriate. In the event that the Agreement includes Pest Control of Movables, and Pest Control must be performed at another location than at the Object, the Customer shall be responsible for all reasonable and documented costs incurred by JPMPM, LLC for transporting Movables.
- 7.2 JPMPM, LLC shall use commercially reasonable efforts to mitigate any risks related to the working environment at the Object.
- 7.3 JPMPM, LLC will provide documentation regarding inspections, proposals for measures, reading protocols, etc. related to the Agreement. The Customer may use such documentation in the course of the Customer's business. The documentation is provided for the Customer's reliance only and JPMPM, LLC provides the documentation on the condition that no third party is entitled to rely on the content of the documentation.
- 7.4 Other than mounting and dismounting of JPMPM, LLC's Equipment, JPMPM, LLC will not be responsible for construction or alteration of any Buildings in connection with providing the services unless explicitly agreed upon in the Agreement.
- 7.5 JPMPM, LLC's obligations do not include professional food handling unless explicitly agreed upon in the Agreement.
- 7.6 JPMPM, LLC's obligations do not include Pest Control of Movables and/or Goods unless explicitly agreed upon in the Agreement, and in any event subject to the provisions in section 7.1
- 7.7 JPMPM, LLC will perform the services during the normal operational hours of JPMPM, LLC unless explicitly agreed otherwise in the Agreement.

### 8 THE CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
- 8.1.1 grant JPMPM, LLC access to the Object in accordance with JPMPM, LLC's instructions;
- 8.1.2 provide any equipment reasonably requested by JPMPM, LLC for access to the Object. This includes, but is not limited to, ladders and skylifts:
- 8.1.3 perform any preparations, prior to Pest Control, in accordance with JPMPM, LLC's instructions. This includes, but is not limited to, construction or alteration of Buildings as requested by JPMPM, LLC's in connection with the services;

## GENERAL TERMS AND CONDITIONS - JP McHALE PEST MANAGEMENT, LLC

- 8.1.4 carefully follow all instructions given by JPMPM, LLC;
- 8.1.5 ensure that all relevant areas or parts of the Object are accessible for the placement or mounting of equipment by JPMPM, LLC;
- 8.1.6 ensure that proper power supply, in accordance with JPMPM, LLC's instructions, is available if electrical or electronic equipment is being or has been mounted. This may include power supply from the electrical grid or via battery power;
- 8.1.7 be responsible for electricity revisions, and any electricity safety measures required at the Object;
- 8.1.8 notify JPMPM, LLC of any particular conditions related to the Object. This includes, but is not limited to, any sensitive or restricted areas as well as any restrictions related to the access to these areas and/or other parts of the Object. To the extent necessary, the Customer shall provide JPMPM, LLC with any special equipment or similar which is needed to access all or part of the Object;
- 8.1.9 immediately notify JPMPM, LLC if the Customer becomes aware that any of JPMPM, LLC's Equipment, including electronic traps and monitoring devices, signage, or control stations, has been damaged, moved, improperly used, or otherwise harmed or mishandled; and
- 8.1.10 immediately notify JPMPM, LLC if the Customer suspects or becomes aware of any circumstances or events related to the Agreement which may adversely affect any Party's ability to fulfill its obligations under the Agreement.
- 8.2 The Customer shall comply with the applicable working environment legislation with respect to the Object. In addition, the Customer must, regardless of whether this is required by the applicable working environment legislation or not, create a safe working environment for JPMPM, LLC's staff. This includes an obligation for the Customer to provide information and otherwise take any necessary measures, to create a safe working environment for JPMPM, LLC's staff.
- 8.3 The Customer shall be responsible for any restoration of Buildings following the mounting and/or dismounting of JPMPM, LLC's Equipment and/or after Pest Control.

#### 9 EQUIPMENT; DATA; INTELLECTUAL PROPERTY RIGHTS

- 9.1 JPMPM, LLC's Equipment remains the property of JPMPM, LLC unless explicitly agreed otherwise in the Agreement.
- 9.2 The Customer shall be responsible for safeguarding JPMPM, LLC's Equipment. Without limiting the foregoing, the Customer shall reimburse JPMPM, LLC for the cost of any JPMPM, LLC's Equipment which is damaged, lost or destroyed as a result of the Customer's actions or omissions.
- 9.3 JPMPM, LLC is entitled to enter the Object and repossess JPMPM, LLC's Equipment upon the expiration, cancellation or termination of the Agreement.
- 9.4 The Customer, at its own cost, shall be responsible for disposing of the Customers' existing hardware products in a manner which is environmentally friendly and consistent with applicable law and regulation.
- 9.5 Some JPMPM, LLC's Equipment have an integrated system where Data (including information regarding the use and performance of the JPMPM, LLC's Equipment, such as but not limited to equipment failures, observations of equipment performance, measurement data, sensor levels) is stored automatically. Such JPMPM, LLC's Equipment may digitally send, upload, communicate or transmit Data to JPMPM, LLC for use by JPMPM, LLC in accordance with this section 9.5. All Data relating to the Service is owned by JPMPM, LLC. JPMPM, LLC may use Data for any purpose including but not limited to provide and manage the Service, statistical purposes, development of the Service, JPMPM, LLC's Equipment and other JPMPM, LLC products or services, research and marketing. To the extent that personal data of Customer's users is included in the Data, JPMPM, LLC will not share or disclose personally-identifying information of Customer's users except as required to provide the Service and to comply with applicable laws.
- All Intellectual Property Rights in, the Service, Data and/or JPMPM, LLC's Equipment is and remains the property of the JPMPM, LLC (and its licensors). If the Customer provides JPMPM, LLC with ideas, comments or suggestions relating to the Service and/or JPMPM, LLC's Equipment all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, services, methods, enhancements, modifications or derivative works), are owned solely by JPMPM, LLC and JPMPM, LLC may use or disclose the feedback for any purpose. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from JPMPM, LLC to the Customer.
- 9.7 For the purposes of this Section 9, "Service" means the services to be provided to Customer by JPMPM, LLC under this Agreement.

#### 10 LIMITATION ON LIABILITY

- JPMPM, LLC will be liable only for direct damage to property or personal injury caused by the gross negligence of JPMPM, LLC in its performance of services at the Object. Without limiting the foregoing, JPMPM, LLC will not be liable to any person for special, indirect, incidental or consequential damages, including, but not limited to, loss of business, opportunity, revenue, or data.
- 10.2 JPMPM, LLC's liability under the Agreement shall never exceed the replacement value of damaged property. The liability of JPMPM, LLC under the Agreement is under all circumstances, limited fees paid under the Agreement.
- JPMPM, LLC will not be liable for any fees, fines, administrative fines, penalties, or any other similar sanctions which may be imposed on the Customer following an inspection or an incident.
- JPMPM, LLC will not be liable for any fees incurred by or imposed on the Customer for supervisions or inspections according to any applicable environmental legislation.

## 11 COMPLAINTS AND LIMITATION RULES

- 11.1 The Customer shall notify JPMPM, LLC in writing of any damages or claims as soon as possible after the Customer has become aware of or should have become aware of (i) the damage, or (ii) the event, negligence or omission causing the damage, in each case in reasonable detail. Any such notice must be delivered to JPMPM, LLC within three (3) months from the earliest of (w) the time the latest service was completed or interrupted, (x) the termination or expiry of the Contract, (y) the date on which the Customer actually became aware of the claim, or (z) the date on which the Customer should have become aware of such damages or claims.
- 11.2 If written notice is not given within the time set forth in section 11.1 the Customer has forfeited its right to claim compensation from JPMPM, LLC.

#### 12 FORCE MAJEURE

- 12.1 If JPMPM, LLC's performance of its obligations under the Agreement is prevented or is rendered unreasonably difficult by circumstances which JPMPM, LLC has no reasonable control over, JPMPM, LLC will not be obligated to perform its obligations for the time which the circumstance in question prevents JPMPM, LLC's performance or renders it unreasonably difficult, nor for a reasonable time thereafter. Such circumstances include, but are not limited to, war, mobilization, insurrection, confiscation, currency restrictions, shortage of means of transport, general scarcity of goods, restrictions on fuel, disturbance on the labour market, disruptions in hardware or software, acts of civil or military authorities, exceptional weather conditions, or any other circumstance beyond the control of JPMPM, LLC.
- 12.2 If a circumstance described in section 12.1 prevents JPMPM, LLC's performance or renders it unreasonably difficult for more than six (6) months, either Party may terminate the Agreement with immediate effect by notifying the other Party in writing.

## **GENERAL TERMS AND CONDITIONS - JP McHALE PEST MANAGEMENT, LLC**

#### 13 TERMINATION OF THE AGREEMENT

- 13.1 The Customer may terminate the Agreement if JPMPM, LLC
  - (i) materially breaches the Agreement and despite the Customer's written request for remedy fails to correct the breach; or
  - (ii) despite the Customer's written request for remedy repeatedly breaches the Agreement in the same manner more than twice in any six (6) month period. In the event of such immediate termination, JPMPM, LLC shall reimburse the Customer for any unused portion of the most recent prepaid annual fee (based on a 365-day year and actual number of days elapsed).
- 13.2 JPMPM, LLC may terminate the Agreement with immediate effect and/or suspend its performance of the service with immediate effect if (i) the Customer has failed to make a payment under the Agreement by the specified deadline;
  - (ii) the Customer has not cooperated with or assisted in JPMPM, LLC's performance of the service as reasonably requested by JPMPM, LLC; (iii) the Customer has not followed JPMPM, LLC's instructions with respect to the services;
  - (iv) the Customer has failed to fulfill its obligations under section 8 above, if the Customer in any other way has failed to fulfill its obligations towards JPMPM, LLC, or if the Customer otherwise has breached the Agreement; or if
  - (v) JPMPM, LLC has particular grounds for termination. Such particular grounds include, but are not limited to, changes in applicable legislation, a substantially increased risk of damages, or a change in the business activities of the Customer, in each case which in JPMPM, LLC's reasonable discretion prevent or materially decrease JPMPM, LLC's ability to perform the services or to receive the benefits (economic or otherwise) of the Agreement. Solely with respect to termination pursuant to Section 13.2(v) above, the Customer will not be liable to JPMPM, LLC for special, indirect, incidental or consequential damages, including, but not limited to, loss of business, opportunity, revenue, or data.

#### 14 PROCESSING OF DATA - CONFIDENTIALITY

- 14.1 *Personal Data* The Parties are responsible for ensuring that the processing of personal data takes place in accordance with applicable law and regulation.
- 14.2 Confidentiality JPMPM, LLC undertakes not to disclose confidential information which JPMPM, LLC has received from the Customer or which JPMPM, LLC learns as a consequence of the performance of the services under the Agreement to a third party. This obligation only applies to information which the Customer has labelled or identified as being confidential.
- 14.3 The obligation of confidentiality in section 14.2 will not apply to information which was publicly known, information which JPMPM, LLC has developed independently without relation to information received from the Customer, or to information received by JPMPM, LLC from a third party. Moreover, the obligation of secrecy will not prevent disclosure made by JPMPM, LLC which is required by applicable law or regulation or by an order issued by a governmental authority.

#### **DEFINITIONS.** As used herein:

- 15.1 Agreement "Agreement" means a legally binding contract between JPMPM, LLC and the Customer for the sale and purchase of services ordered by the Customer and accepted by JPMPM, LLC in accordance with these Conditions. The Agreement and these Conditions constitute one and the same document.
- 15.2 JPMPM, LLC's Equipment "JPMPM, LLC's Equipment" means all equipment owned by JPMPM, LLC and mounted by JPMPM, LLC or placed in or adjacent to the Object by JPMPM, LLC.
- 15.3 Building "Building" means buildings at the Object and properties at the Object which belong to the building and includes, for example, fixtures, and other objects which the Building has been fitted with for permanent use. The sewage system is never included in a "Building".
- 15.4 *Customer* "Customer" means the Party to the Agreement receiving any services from JPMPM, LLC for remuneration in accordance with the Agreement.
- 15.5 Data "Data" means all data (including personal data) that is held, created, generated, stored, used or transferred when using the JPMPM, LLC's Equipment as part of the Service.
- 15.6 Goods "Goods" means raw materials, products being processed, fully- or semi-finished goods, goods acquired for reselling, and any packing materials for the items mentioned above.
- 15.7 Intellectual Property Rights "Intellectual Property Rights" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.
- 15.8 *Movables* "Movables" means personal property and includes, for example, furniture, equipment, machinery, shelves, gondolas, etc. which can be moved from the Object.
- 15.9 Object "Object" means the business premises of the Customer subject to Pest Control as specified in the Agreement.
- 15.10 Party/Parties "Party" and/or "Parties" means JPMPM, LLC or the Customer, or both JPMPM, LLC and the Customer (as is applicable).
- 15.11 Permitted Increase "Permitted Increase" means, with respect to any annual fee, a percentage increase of not more than 8% of the prior year's aggregate annual fee.
- 15.12 Pest Control "Pest Control" means professional measures for pest control through counselling, use of traps or other mechanical Pest Control measures and/or chemical treatment, in accordance with applicable standards and regulations.

#### 16 DISPUTES

- This Agreement will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would result in the application of the laws of any other jurisdiction. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MUST BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NEW YORK IN EACH CASE LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.
- 16.2 EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.1.



## **COMMERCIAL SERVICE AGREEMENT**

241 Bleakley Avenue, Buchanan, NY 10511 800.479.2284 | sales@nopests.com | www.nopests.com

	JPMcHale Serv	/ices					
	Spotted I	_anternfly Manage	amont				Initial Fee
	Topical oil	treatment applied to	the leaves and trunk	/branches of your trees. A ment and control the Spo		ment is	Program Fee
•		nstallation of an awa	rd-winning Termite Co d for full prevention a	olony Elimination system and protection.	around your prop	erty,	Initial Fee 3238 Program Fee 549
	Designed to	<b>Fick &amp; Mosquito M</b> o reduce the tick and o protect your family	d mosquito population	n on your property using	environmentally f	riendly	Initial Fee Program Fee
	This progra	ering Insect Mana am targets brown ma ing harborage in you	armorated stink bugs,	cluster flies, and other in:	sects that seek		Initial Fee Program Fee
	and lawn he	orograms are develop ealth care. All of our		ogist and follow an integr t specific and precise in a oved by the EPA.		•	Initial Fee Program Fee
3.	Pavment Optic	ons			Total	Initial Fees:	3238.00
3.	Payment Optic	ons				Initial Fees: gram Fees:	
<b>3.</b> Credit C	Payment Optio						549.00
_			Monthly \$	After Tax	Total Pro	gram Fees: Subtotal:	549.00 3787.00
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#### **TERMS AND CONDITIONS**

- 1. This agreement does not guarantee against present or future damage to the building or contents, or provide repair or replacement thereof. This agreement does not provide for the control of any pests not included herein.
- 2. JP McHale Pest Management, LLC (JPMPM, LLC) guarantee is for retreatment purposes only. Any claim or retreatment must be made during the agreement terms.
- 3. Any structural alterations which become necessary in the future in order to facilitate treatment of infested areas are the responsibility of the purchasers.
- 4. Results of services rendered are strictly relative to and dependent upon cooperation given by the customer. As to sanitary conditions, maintenance, accessibility of building or premises and extent of preparation, the customer agrees to cooperate with JPMPM, LLC in whatever manner possible to facilitate treatment.
- 5. JPMPM, LLC reserves the right to alter this agreement if not accepted in 30 days.
- 6. This agreement may be cancelled at any time by either party, in writing, 30 days prior to termination date. If service is discontinued before expiration date, the client agrees to pay a buyout fee of \$200 plus any required additional payments still owed.
- 7. EQUIPMENT; DATA; INTELLECTUAL PROPERTY RIGHTS
  - a. JPMPM, LLC Equipment remains the property of JPMPM, LLC.
  - b. If any additional equipment is requested by the customer, the customer would pay per piece of requested equipment.
  - c. The Customer shall be responsible for safeguarding JPMPM, LLC Equipment.
  - d. JPMPM, LLC is entitled to enter the Object and repossess JPMPM, LLC Equipment upon the expiration, cancellation or termination of the Agreement.
  - e. The Customer, at its own cost, shall be responsible for disposing of the Customers' existing hardware products in a manner which is environmentally friendly and consistent with applicable law and regulation.
  - f. Some JPMPM, LLC Equipment have an integrated system where Data (including information regarding the use and performance of the JPMPM, LLC Equipment, such as but not limited to equipment failures, observations of equipment performance, measurement data, sensor levels) is stored automatically. Such JPMPM, LLC Equipment may digitally send, upload, communicate or transmit Data to JPMPM, LLC for use by JPMPM, LLC.
    - i. All Data relating to the Service is owned by JPMPM, LLC.
    - ii. JPMPM, LLC may use Data for any purpose including but not limited to provide and manage the Service, statistical purposes, development of the Service, JPMPM, LLC Equipment and other JPMPM, LLC products or services, research and marketing. To the extent that personal data of Customer's users is included in the Data, JPMPM, LLC will not share or disclose personally-identifying information of Customer's users except as required to provide the Service and to comply with applicable laws.
  - g. All Intellectual Property Rights in, the Service, Data and/or JPMPM, LLC Equipment is and remains the property of the JPMPM, LLC (and its licensors).
    - i. If the Customer provides JPMPM, LLC with ideas, comments or suggestions relating to the Service and/or JPMPM, LLC Equipment all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, services, methods, enhancements, modifications or derivative works), are owned solely by JPMPM, LLC and JPMPM, LLC may use or disclose the feedback for any purpose.
    - ii. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from JPMPM, LLC to the Customer.
- h. For the purposes of this Section 9, "Service" means the services to be provided to Customer by JPMPM, LLC under this Agreement.
- 8. DAMAGE RELATED TO SERVICE: JPMPM, LLC will exercise due care while performing any work hereunder to try to avoid damaging any part of the Customer's property, plants or animals. Under no circumstances or conditions shall JPMPM, LLC be responsible for damage caused by JPMPM, LLC at the time the work is performed except those damages resulting from gross negligence on the part of JPMPM, LLC.
- 9. CUSTOMER'S PAYMENT OBLIGATION: The obligation of JPMPM, LLC under this Agreement is conditioned upon payment in full of the Agreement price set forth above and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the company of any and all liability and any amount paid shall become the property of JPMPM, LLC as liquidated damages hereunder unless the (state authority) determines that JPMPM, LLC has failed to treat according to the applicable rules and regulations. Liability of JPMPM, LLC is limited to the life of the Agreement and any renewal thereof.
- 10. JPMPM, LLC liability under this proposal will be terminated if JPMPM, LLC is prevented from fulfilling its responsibility under the terms of the agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or other circumstance beyond the control of JPMPM, LLC.
- 11. JPMPM, LLC disclaims any liability for special incidental or consequential damages, the guarantee of retreatment as stated in this agreement is given in lieu of any other guarantee or warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- 12. CHANGE IN LAW: JPMPM, LLC performs its services in accordance with the requirements of all laws as applied to such treatment or application. In the event of any change to the existing law as it pertains to the services promised herein, JPMPM, LLC reserves the right to withdraw the proposal or otherwise terminate the agreement at its sole discretion.
- 13. NON-PAYMENT/DEFAULT: In case of your non-payment, JPMPM, LLC has the right to terminate this agreement immediately. However, in addition to the amounts set forth in the proposal, JPMPM, LLC will be entitled to reasonable attorneys' fees together with any other costs or expenses in collecting the charges from you, whether same are collected by the filing of suit, by arbitration or otherwise. In addition thereto interest at the highest legal rate allowed by law will accrue on the entire unpaid balance from the first day of the default until the default has been cured and full payment has been made.
- 14. ENTIRE AGREEMENT: The acceptance of the proposal signed by you, together with this term and conditions sheet, form the entire agreement between the parties and any other representations or statements will have no force or effect. This agreement will be in effect for an original period of one (1) year, and shall renew automatically on an annual basis thereafter until a written 30-day notice is given by either party. Upon each autorenewal, JPMPM, LLC reserves the right to increase the annual program fee at its discretion. Accounts that are cancelled or made inactive longer than 30 days will require a re-activation fee to re-start service.
- 15. All invoices are due within 10 days of service being rendered. The client agrees to pay all invoices as stipulated in this agreement and to assume attorney fees and court costs, which may be necessary to collect fees due to JPMPM, LLC. A late finance charge will be added on delinquent bills of 1½ percent per year.
- 16. Results of services rendered are strictly relative to and dependent upon cooperation given by the customer. As to sanitary conditions, maintenance, accessibility of building or premises and extent of preparation, the customer agrees to cooperate with JPMPM, LLC in whatever manner possible to facilitate treatment.
- 17. Non-target drift is possible during applications, and JPMPM, LLC is not responsible for cleaning windows post treatment.

## **TERMS AND CONDITIONS CONTINUED**

#### **Pest Control**

Three (3) strategically scheduled visits to your property to intercept and detect early stages of household pest infestation from Mice, Rats, Wasps, Hornets, Roaches, Sow bugs, Pill bugs, Ground beetles, Stored product pests, Ants, Spiders, Crickets, Silverfish, Firebrats, Centipedes, Millipedes, Carpenter ants, Earwigs, Clovermites, and Digger Bees. Additional visits, in between regularly scheduled services, are complimentary during normal business hours.

#### **Overwintering Insect Management**

This program targets brown marmorated stink bugs, cluster flies, and other insects that seek overwintering harborage in your home. A total of three (3) applications are performed late Spring through Fall to reduce overwintering harborage. Treatments are conducted around windows, soffits and siding with focus on areas receiving significant sun. Additional visits, upon request, are complimentary during normal business hours.

#### **Tick and Mosquito Control Application Months**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	
												\$ per application x applications

#### Product and Treatment Information

Scan the QR code to review our products; should you have questions about the products used at your property, reference your service ticket for specific materials used and look them up here:





New York

Connecticut

### SCHEDULE A - Alternate dates will be provided to owner/agent with written or oral notice.

(1) April 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure

(2) May 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure

(3) June 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure

(4) July 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure

(5) Aug 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure

(6) Sept 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure

(7) Oct 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure

### SCHEDULE C - (applied to eco-tone and shrubs) Alternate dates will be provided to owner/agent with written or oral notice.

(1) Mid-Winter Jan 1 - 21 (Jan 22 - Feb 11)

(2) Late Winter Feb 1 - 21 (Feb 22 - Mar 14)

(3) Early Spring Mar 1 - 21 (Mar 22 - Apr 11)

(4) Mid-Spring Apr 1 - 21 (Apr 22 - May 12)

(5) Late Spring May 1 - 21 (May 22 - Jun 11)

(6) Early Summer Jun 1 - 21 (Jun 22 - Jul 12)

(7) Mid-Summer Jul 1 - 21 (Jul 22 - Aug 11)

(8) Late Summer Aug 1 - 21 (Aug 22 - Sep 11)

(9) Early Fall Sep 1 - 21 (Sep 22 - Oct 12)

(10) Mid-Fall Oct 1 - 21 (Oct 22 - Nov 11)

(11) Late Fall Nov 1 - 21 (Nov 22 - Dec 12)

(12) Early Winter Dec 1 - 21 (Dec 22 - Jan 11)

## **PLEASE NOTE**

If factors beyond our control (if you are away for an extended period, or you have designated certain areas that we should not treat) prevent us from rendering treatment to correct the condition, JPMPM, LLC cannot be held liable for failure to control pests. While we do obligate ourselves to provide services for the control of pests described, we do not assume responsibility for their damage. The purchaser acknowledges, by his/her acceptance of this service agreement, that there are no expressed or implied terms, except as herein specifically stated. (This means that there are no other arrangements or conditions that apply to this agreement other than those stated above.)

### **NOTICE OF CANCELLATION**

You may cancel this agreement without penalty or obligation within three business days from the date on which you authorized this agreement. If you cancel, any property traded in, any payment made by you, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled. To cancel this transaction, mail or deliver a signed and dated written notice to JPMPM, LLC service office indicated on the reverse side of this notice.

## **WAIVER OF CANCELLATION**

Although you the buyer have the right to cancel this transaction within the first three days, there are times when this might be a disadvantage to you. You have the privilege of waiving your right to cancel during the aforementioned three-day period if you are confronted with a bona fide personal emergency. To waive your right to cancel during the initial three-day period, a simple handwritten note which is signed and dated will suffice.

## HERE IS AN EXAMPLE OF ONE SUCH WAIVER

"I expressly waive my right to cancel my authorization for a termite control treatment in order to avoid having to postpone the settlement of the sale of my house."

کم	Authorized	Signature

D	a	t	6



## Proposal # P2521388-1

05/08/2025

Larchmont Public Library 121 Larchmont Avenue Larchmont, NY 10538 Contact: Andrew Farber

Email: afarber@larchmontlibrary.org

Phone: 914-834-1977 | Fax:

Job: Larchmont Public Library - Village Center

**CONTRACT:** 

Shaw Industries, Inc. OGS# PC70142

• **FURNISH** \$8,716.70

HARD SURFACE - UNCOMMON GROUND 6in

Color: To be Selected Shaw Industries, Inc. OGS# PC70142 2,602 SF @ \$3.35

• FURNISH & INSTALL \$3,726.45

LVT/VCT Demolition (standard)

Shaw Industries, Inc. OGS# PC70142 3,185 SF @ \$1.17 NYS OGS List Price \$2.34

• FURNISH & INSTALL \$6,557.46

Skimcoat - Labor & Material (LVT requires two skimcoats)

Shaw Industries, Inc. OGS# PC70142 2,402 SF @ \$2.73 NYS OGS List Price \$3.03

• **INSTALL** \$7,025.40

LVT Installation (no pattern; excludes materials)

Shaw Industries, Inc. OGS# PC70142 2,602 SF @ \$2.70 NYS OGS List Price \$6.01



## Proposal # P2521388-1

Price Includes: Removal of Double Layer VCT & 4" Cove Base Material and Labor throughout

**Grand Total** 

\$26,026.01

We at Milburn Mills look forward to serving your needs. If you have any questions or concerns, please feel free to contact me at the number listed. Thank you.

Sincerely, **Andrea Marino**Account Executive

(See next page for acceptance)



## Proposal # P2521388-1

We hereby propose to furnish material and labor complete in accordance with the above specifications for the sum of: Twenty-six thousand twenty-six and 01/100 dollars.

All material is guaranteed to be as specified, and all work will be completed in a workman-like manner according to standard practices. Our installers are not responsible for the following:

- 1. The removal of plumbing fixtures, electrical fixtures, or gas appliances
- 2. The connecting and/or disconnecting of IT related equipment (computers, printers, etc.)
- 3. The cutting of doors
- 4. Obstacles and breakables which have not been cleared from the work area at the time of installation
- 5. Damage due to structural settling or movement

Customer understands that there may be dye-lot variations from samples. Carpet pile crushing, matting, soiling, roll marks or tile shade variations are not considered to be manufacturing defects. For Wood/Sports Flooring, customer is responsible for:

- 1. Removal of all gym equipment
- 2. Allowing a minimum of 72 hours of recovery time before any activities are resumed
- 3. Maintenance of athletic schedule to ensure all practices and activities will be held during appropriate times
- 4. Taking necessary precautions regarding fire alarms while work is being performed

#### Note: This proposal may be withdrawn by us if not accepted within 60 days.

TERMS & CONDITIONS: Payment shall be made to Milburn Sales Co. Inc., d.b.a. Milburn Flooring Mills, Copiague, New York 11726, for the amount owed as follows: 33% deposit required to proceed with sales order; 33% payment due prior to shipping; balance due upon job completion. Proper supporting documentation such as materials provided, services rendered, and certified payroll shall be provided with all payments. If any invoice is not paid when due, interest may be added to and payable on all overdue amounts at the maximum percentage allowed under applicable New York laws. Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. Notification via certified mail of any concerns in quality of service or materials must be received immediately upon completion of service. Milburn Sales Co, Inc.'s acceptance of award or purchase order in no way indicates an agreement of issuers terms and conditions.

INSTALLATION WARRANTY: Milburn Flooring is proud to offer an extended 18-month guarantee on all new flooring installations. During this 18-month timeframe if an installation issue exists please contact your salesperson for assistance so we may schedule a site inspection to determine the appropriate corrective action. Delays in payment may result in cancellation of warranty work. All warranty issues that may be present in no way shall defer payment(s) due. Warranty work relating to Material Issues may require manufacturer inspection prior to work being performed. Performing work prior to manufacturer approval of warranty claim may void the warranty and all necessary work will be required to be paid by the customer. Please note: Installation issues that are reported outside the 18-month timeframe will be handled on a case by case basis and may constitute a new Proposal and Purchase Order prior to starting any work.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, an work as specified. Payment will be made as outlined above.	d conditions are satisfactory and are hereby accepted. You are authorized to do
Signature of Acceptance	
Print Name	Date



## **PROPOSAL**

Commercial Industrial Residential

April 24, 2025 \*Revised February 4, 2025

Larchmont Public Library Phone: 914-834-2281 121 Larchmont Avenue

Larchmont, NY 10538 Email: jregan@wlsmail.org

Attn: Janet Regan

Re: Larchmont Library 121 Larchmont Ave Larchmont, NY

We herewith submit our proposal for electrical work to be performed at the above referenced project in accordance with the following specifications.

## Scope of Work

- A. Remove eighteen (18) 2'x2' light fixtures.
- B. Provide and install twelve (12) new 2'x2' LED flat panel light fixtures.
- C. Provide and install six (6) new 2'x2' LED flat panel light fixtures with emergency battery backup.
- D. Wire eighteen (18) 2'x2' fixtures for 0-10v dimming.
- E. Remove eight (8) old dimming switches.
- F. Provide and install eight (8) new 0-10v dimming switches.

Our price for the above referenced project shall be in the amount of **Twelve Thousand One Hundred and Twenty Dollars** \$12,120.00

## **QUALIFICATIONS:**

- 1. All GC work such as rubbish removal, patch and paint are excluded.
- 2. All excavating, trench, encasements, backfill, concrete or light bases by others.
- EMT and MC cable as per local code for all branch circuit wiring.
- 4. WORK IS LIMITED TO ABOVE REFERENCED SCOPE. ANY WORK OVER AND ABOVE THIS SCOPE WILL BE BILLED OUT ACCORDINGLY.
- 5. No asbestos work, abatement, and/or standby for same.
- 6. This contractor's installation shall conform to local code, rules and regulations.
- 7. This contractor's work performed during standard electrician's workday.
- 8. Umbrella Insurance Exclusion Designated Work and Designated Ongoing Operations: Exterior work over 30', or 2 stories, whichever is closer to the ground; or any project that involves adding stories to an existing structure, whether performed by any insured or subcontractors on any insured's behalf. However, work performed on flat roofs up to 75' or 5 stories whichever is closer to the ground, where access to the roof is provided inside the building is covered.
- 9. Umbrella Insurance requirements in excess of \$5m are excluded; should additional coverage be required additional costs will be billed accordingly.
- 10. Naber Electric, Corp. shall not be held liable for errors or omissions in design by others nor inadequacies of material and equipment specified/supplied by others.

If you should you require any additional information, please do not hesitate to contact our office.

Respectfully Submitted, Eugene Spratt Naber Electric Corp. 5TRF ANDREU REMODELING CORP.

• Fully Licensed and Insured Free Estimate

**PROPOSAL** 

40 HOLLYWOOD AVE Tuckahoe, NY 10707 Cell 347-334-8398 Fax 914-364-5801 jandreupainting@gmail.com

DATE 4/5/2025

To: 121 Larchmont Ave Larchmont, NY 10538

SALESPERSON	JOB	PAYMENT TERMS	
Jimmy	TILE	Due on receipt	

DATE	DESCRIPTION	UNIT PRICE	LINE TOTAL
	FLOOR PROJECT: Village Center room, Kitchen, Hallway between and Bathrooms The hallway between the Electric Room and the Village room  1- DEMO: Remove old Vinyl commercials Tile, remove Vinyl Baseboard Approximately 3350 SF. Floor Tile and 360 Lf bas  Material Labor	\$550.00 \$7,300.00	
	2- INSTALLATION: Prepare floor for new installation Supply and install new 12x12 vinyl commercial tiles. Color tiles will be chosen from the property. Supply and install new Vinyl Baseboard Approximately 3350 SF. Floor Tile and 360 Lf base Material Labor	\$15,200.00 \$12,300.00	

3- Paint: Walls, Village Center room, Kitchen, Hallway between Teck Room and Bathrooms The hallway between the Electric Room and the Village room Prepare walls as needed with plaster primer and paint complete		
Material Labor  4- Doors Quantity 25:	\$1,350.00 \$5,500.00	
Supply paint, Prep, and paint Metal doors and frames  Material Labor	\$650.00 \$3,600.00	
5- Provide Cleaning and remove the debris from the Property	\$850.00	
6- Tech Hallway floor where blue tile is now: Remove the floor tile and remove the Base Supply and install new tile at approximately 130 SF. Supply and install new Base Vinyl Remove the debris from the property.		
Material Labor	\$350.00 \$1,000.00	
* Taxes		

TOTAL

\$48,650.00

## THANK YOU FOR YOUR BUSINESS!

## ANDREU REMODELING CORP.

• Fully Licensed and Insured Free Estimate

# **INVOICE**

40 HOLLYWOOD AVE Tuckahoe, NY 10707 Cell 347-334-8398 Fax 914-364-5801 jandreupainting@gmail.com

DATE 2 /7/2025

To: 121 Larchmont Ave Larchmont, NY 10538

SALESPERSON	JOB	PAYMENT TERMS	INVOICE
Jimmy	Front Entry	Due on receipt	

DATE	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Front of Library Entry Power wash the Maine wall, patch as needed, Primer, and paint the wall corner to cornet to match the existing paint  Quantity 2: Columns, Power wash, Primer, and paint	\$2,230.00 \$1,230.00	
	Work to be done on a Sunday or on a Holiday when the Library is closed	\$955.00	
	<b>❖</b> Taxes		
		<u> </u>	<b>.</b>

TOTAL

\$4,415.00

## THANK YOU FOR YOUR BUSINESS!