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## **AGENDA**

### **Business Meeting of the Niagara Falls Water Board April 18, 2022 at 5:00 p.m.**

**NOTE: Meeting to be held at Wastewater Treatment Plant Conference Room  
1201 Buffalo Avenue, Niagara Falls, NY 14304**

**\*\*\*Meeting may be attended in person or via conference call --  
visit NFWB.org for call-in details.\*\*\***

#### **1. Preliminary Matters**

##### **a. Attendance:**

**Asklar (Board Member/Chairman of Finance/Member Exec. Staff Review Cmte.) \_\_\_\_**

**Forster (Chairman) \_\_\_\_**

**Kimble (Board Member) \_\_\_\_**

**Larkin (Board Member/Vice Chairwoman/Governance Chairwoman/  
Chairwoman Exec. Staff Review Cmte.) \_\_\_\_**

**Leffler (Board Member/Member Exec. Staff Review Cmte.) \_\_\_\_**

##### **b. Comments from Chairman Forster**

##### **c. Presentations (none)**

##### **d. Letters and Communications**

##### **i. April 18, 2022 COVID-19 Wastewater Surveillance Memorandum**

- e. **Public Comments (All speakers must register with the meeting clerk prior to roll call and are limited to three minutes per person – total time for all speakers may not exceed one hour).**
  - f. **Prior Meeting Minutes**
    - i. **Draft March 28, 2022 Meeting Minutes**
- 2. **Executive Director – Dr. Abderrahman Zehraoui**
  - a. **WWTP Project Budget Tracker (CPL)**
  - b. **WWTP Construction Schedule Tracker (CPL)**
  - c. **Financial Award Summary (CPL)**
  - d. **Update on Sodium Hypochlorite Use**
  - e. **Mayor Restaino News Release Including Sewer Lateral and Text Update Programs**
- 3. **Outside Infrastructure Updates – Michael Eagler**
- 4. **Maintenance – Joseph Argona**
- 5. **Engineering – Douglas Williamson**
  - a. **Town of Niagara Sewer Flows**
- 6. **Personnel Items – Dr. Abderrahman Zehraoui**
  - a. **April 25, 2022 Personnel Actions Report**
- 7. **Information Technology (IT) – Dr. Abderrahman Zehraoui**
- 8. **Finance – Brian Majchrowicz**
  - a. **Revenue Budget Performance Report through March 31**
  - b. **Sewer Fund Expense Budget Performance Report through March 31**
  - c. **Water Fund Expense Budget Performance Report through March 31**
  - d. **Board Fund Expense Budget Performance Report through March 31**
  - e. **Key Bank and Bank on Buffalo Balance Report**
  - f. **Wilmington Trust Balance Report**

- g. Treasury Account Balance Report**
- h. Budget Amendments Report**
- i. March 2022 Capital Payments**
- j. Payroll, Hypochlorite, Sludge, Ferric, and SIU Revenue Status Charts**

**9. Questions Regarding March 2022 Operations and Maintenance Report**

**10. Safety – Dr. Abderrahman Zehraoui**

**11. General Counsel and Secretary – Sean Costello**

**12. From the Chairman**

**13. Resolutions**

**2022-04-001 – AUTOMATECH SOFTWARE MAINTENANCE AND SUPPORT RENEWAL**

- a. AutomaTech Quote dated April 8, 2022**

**2022-04-002 – GE DIGITAL SCADA CONTROL SUPPORT RENEWAL**

- a. GE Digital Quote dated April 7, 2022**
- b. GE Acceleration Plans Brochure**

**2022-04-003 – ACCEPTING BLUE CROSS HEALTH INSURANCE RENEWAL RATES**

- a. Blue Cross Health Insurance Renewal Rates**

**2022-04-004 – AUTHORIZING PAYMENT OF CYBER INSURANCE RENEWAL PREMIUM**

- a. Chubb Cyber Insurance Renewal Quote**

**2022-04-005 – AUTHORIZING PAYMENT FOR HI-VAC SEWER CLEANING TRUCK REPAIRS**

- a. Hi-Vac Repair Quote from Tracey Road Equipment**

**2022-04-006 – AUTHORIZING SHIMADZU SERVICE AGREEMENT**

- a. 2022-2025 Shimadzu Service Quote**

## **14. Unfinished/Old Business**

### **1) Board Room WTP:**

- 3/11/22: Both contracts were executed for Electric (CIR) and Piping (Danforth). A meeting will be scheduled for 3/17 with contractors.
- 4/13/22: Danforth work complete. CIR work to be scheduled by end of month. Next steps include relocation of fiber optic line and completing wall demolition.

### **2) WWTP Rug Replacement**

- 3/11/22: Carpet to be installed on 03/23, 03/24, and 03/25.
- 4/13/22: Partially complete – three offices and stairs remain to be complete.

### **3) WTP Caulking Project**

- 3/11/22: Project completed 3/4 (only cleaning of the area is remaining)
- 4/13/22: Fully complete.

### **4) WWTP Sodium Hypochlorite Tank Replacement**

- 3/11/22: We need to put out an RFP for the tank replacement work due to the costs. Cost estimate from Belding Tank Technologies of \$73,300 plus \$5,000 freight for a 14,000-gallon tank. We will likely need to put drawings and specifications together to get a complete bid price. Doug is working on the bid.
- A draft RFP has been completed that includes drawings and specifications for the sodium hypochlorite tank #216 replacement. Possibility of including the replacement of ferric chloride tanks #214 and #215 in the RFP. Waiting to hear back from EFC on the grant application that was submitted in November of 2021 for this work.

### **5) Basin 5 - Completion Date**

- 3/11/22: Basin 5 completion date is still dependent on when the gear box is delivered.

### **6) WWTP Ceiling Project**

- 3/11/22: Painting (by NFWB) and Ceiling Tile Replacement (by Union Carpenters) is underway.
- 4/13/22: Ongoing – administration building complete, bathrooms and control room underway.

### **7) WWTP Brick Repair Work & Enclosure of Balcony**

- 3/11/22: Scope of work being developed and quotes will be obtained.
- 4/13/22: Bricklayers on site, work underway, meeting with canvas installer by end of April for screening in of balcony.

**8) Whitney Ave. Water Main Replacement**

- 3/11/22: Previously, CPL put this project on hold to focus on the 18th Street Watermain project. However, they plan to survey Whitney Avenue and start working on the design again.
- 4/14/22: Whitney Avenue survey has been completed and CPL is currently finalizing the documents for submission to DOH.

**9) 18<sup>th</sup> St. Water Main Replacement from Whitney Ave. to Ontario Ave.**

- 3/11/22: The 18th Street Watermain project was submitted to the NYSDOH for review on 2/8/22.
- 4/14/22: CPL has received a review letter from Niagara County DOH with no comments. CPL is currently finalizing a response letter to the City of Niagara Falls and NYS DOH. CPL is planning to advertise the project for bids the first week of May. Water main pipe is seeing deliver lead times from 24 – 30 weeks, which will delay the start of construction.

**10) WTP Perimeter Fence Replacement Update**

- 3/11/22: Contractor quotes previously obtained, but waiting on results of grant application submitted at end of November 2021.
- 4/13/22: Quotes obtained for brush hog needed to facilitate performing work in-house.

**11) Paychex Payroll System Update**

- 3/17/22: All information requested has been sent to Paychex. Waiting on Paychex to finish setting our system up. Per Paychex status meeting on 3/17 - 'Status of Project – 29% complete, first payroll tentatively slated to process 3/22 with a check date of 3/25'
- 4/14/22: In the process of completing a mock payroll to coincide with our previous one to make sure numbers are accurate. Timeclocks are currently being programmed and we will start testing a sample of employees with the new clocks. Continuing training.

**12) Advanced Metering Infrastructure Update**

- 3/10/22: Dave Johnson (Neptune) email update in 3/21 work session packet.
- 4/14/22: April 7, 2022 update from Neptune is in the 4/18 work session packet.

**13) Verifying Ownership Prior to Opening Water Account**

- 3/28/22: Board Members Asklar and Larkin raised question regarding squatters possibly having water service turned on; will seek more details on specific address.

**15. New Business & Additional Items for Discussion**

**16. Executive Session: Anticipated motion to enter into executive session for the purpose of considering matters leading to the appointment or employment of a particular person for the position of Director of Administrative Services (Public Officers Law § 105(f)).**

**17. Adjournment of Meeting**

## WASTEWATER SURVEILLANCE UPDATE

[DASHBOARD](#) | [WWSN WEBSITE](#)

**DATE:** April 18, 2022

**TO:** Niagara County Health Department, Niagara Falls Water Board and Stakeholders

**FROM:** Lydia Bennett, on behalf of the New York Wastewater Surveillance Network

**SUBJECT:** Niagara Weekly Wastewater Surveillance Data Report

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The most recent wastewater samples collected on April 11<sup>th</sup>, 2022, had quantifiable levels of SARS- CoV-2 RNA in the in the following catchment, indicating community level transmission:

- City of Niagara Falls WWTP

The trend over the past week has been increasing in the following catchment:

- City of Niagara Falls WWTP

Relative to the rest of the state, we observed slightly higher levels of SARS-CoV-2 RNA at the City of Niagara Falls access point on April 11<sup>th</sup>, 2022.

Attached with this memo are several figures that you may find useful. If you have any questions, please reach out to me (Lydia Bennett) at [lbennett@cdcfoundation.org](mailto:lbennett@cdcfoundation.org).



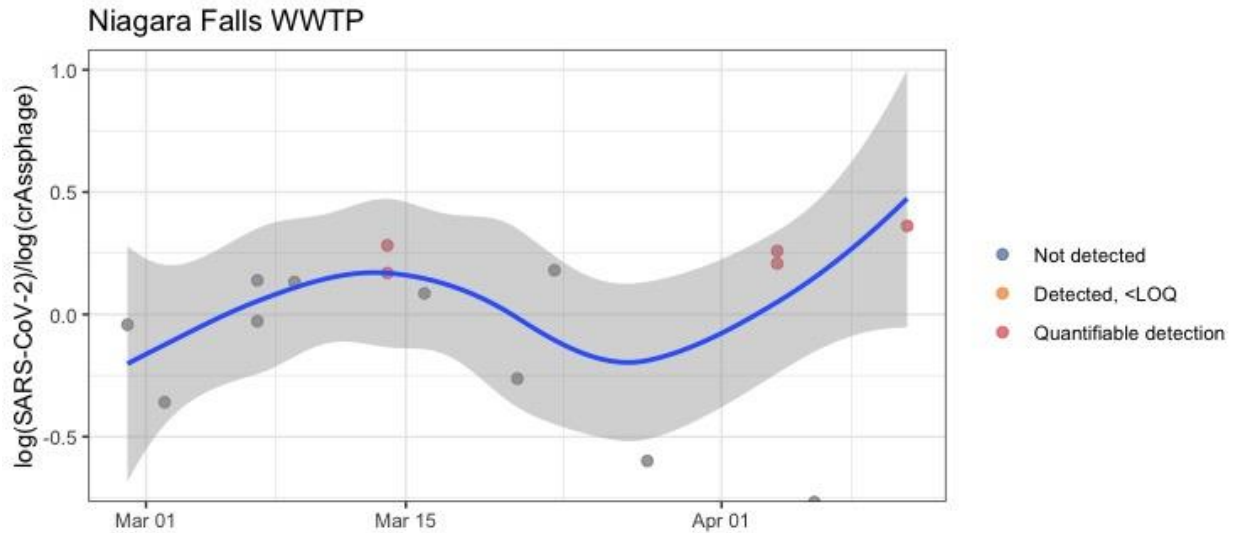


Figure 1: The graph shown above represents the trend in SARS-CoV-2 intensity over time, obtained from the City of Niagara Falls access point. A smoothed trend line (blue line), uncertainty (gray area), and wastewater samples (dots) are shown. The different color of the dots indicates the different levels of detection. Concentration of SARS-CoV-2 is normalized for the total population represented by the sample, and is displayed according to sample date. The trend over the past week is increasing at the City of Niagara Falls access point.

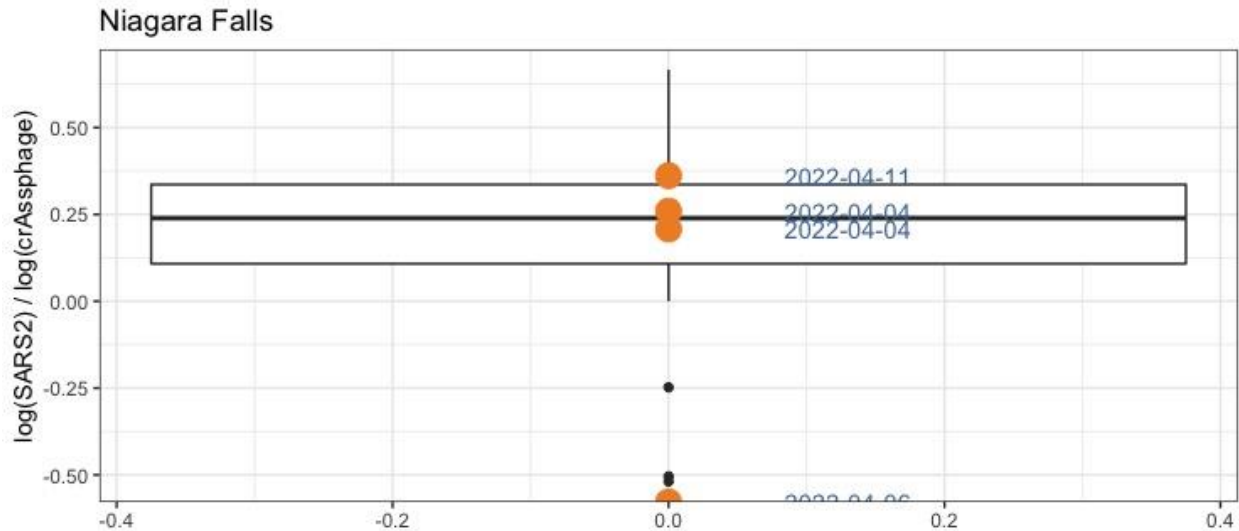


Figure 2: Observed levels of SARS-CoV-2 intensity for the City of Niagara Falls access point, compared to NYS values. Recent wastewater samples (orange dots), medians (solid line), first and third quartiles (box edges), minimums (lower whiskers), maximums (upper whisker), and outliers (black dots) are shown. The concentration of SARS-CoV-2 is normalized by population represented by the sample,  $\log(\text{SARS-CoV-2}) / \log(\text{crAssphage})$ , to give overall intensity. The most recent sample from the City of Niagara Falls access point on April 11<sup>th</sup>, revealed slightly higher intensity, as opposed to the rest of the state.



## MINUTES

**Annual and Business Meeting of the  
Niagara Falls Water Board  
March 28, 2022 at 5:00 p.m.  
5815 Buffalo Avenue  
Niagara Falls, NY 14304**

**Note: This meeting could be attended in-person or via conference call pursuant to Chapter 417 of the Laws of 2021 as amended by Chapter 1 of the Laws of 2022.**

### **1. Preliminary Matters**

***Chairman Forster called the meeting to order at 5:00 p.m.***

#### **a. Attendance:**

**Asklar (Board Member/Chairman of Finance/Member Exec. Staff Review Cmte.) Present**

**Forster (Chairman) Present**

**Kimble (Board Member) Present via conference call**

**Larkin (Board Member/Vice Chairwoman/Governance Chairwoman/  
Chairwoman Exec. Staff Review Cmte.) Present via conference call**

**Leffler (Board Member/Member Exec. Staff Review Cmte.) Present**

#### **b. Comments from Chairman Forster**

***None.***

#### **c. Presentations**

***None.***

#### **d. Letters and Communications**

***None.***

- e. **Public Comments** (All speakers must register with the meeting clerk prior to roll call and are limited to three minutes per person – total time for all speakers may not exceed one hour).

*Jacob Brydges (3783 McKoon Ave. Niagara Falls NY, 14304) spoke regarding the most recent water bill he received from his rental property (2625 Ontario Ave. Niagara Falls NY, 14304). Mr. Brydges states he was unaware that his rental property was removed from the drip program. Mr. Brydges states he was informed by a NFWB employee that his property has been placed on the lead replacement waitlist, however, no documentation has been provided to him. Mr. Brydges is requesting to have his rental property placed back on the drip program and he would like his quarterly bill of approximately \$280.00 to be investigated further – his normal quarterly bill is approximately \$215.00.*

- f. **Approval of Minutes**

- i. **Draft February 28, 2022 Meeting Minutes**

*Motion by board member Asklar and seconded by board member Leffler to approve the February 28, 2022 meeting minutes.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carries, 5-0*

- 2. **Executive Director – Dr. Abderrahman Zehraoui**

- a. **WWTP Project Budget Tracker (CPL)**
  - b. **WWTP Construction Schedule Tracker (CPL)**
  - c. **Financial Award Summary (CPL)**
  - d. **WWTP Emergency Breaker Failure Update**

- 3. **Outside Infrastructure Updates – Michael Eagler**

*Mr. Eagler advised the Board of the recent discovery of a 10-inch water main break at the WWTP that had been impacting the plant's water pressure. Once discovered this was repaired the following day. Currently the plant is running with 111 psi with normal usage throughout the day. Approximately 100,000-200,000 gallons per day are being saved due to this repair. During the repair, the process of the plant was unaffected due to the ability to back feed from another direction.*

- 4. **Maintenance – Joseph Argona**

*Mr. Argona informs the board of the low-lift lighting project at the WTP that was originally supposed to be completed by Ferguson Electric for approximately \$15,000 – able to keep the*

*work “in-house” for approximately \$3,500. LED lighting was installed for an additional cost savings.*

*WWTP conference room carpet will be installed this week. WTP conference room work will continue this weekend with NFWB staff working on Saturday and Sunday.*

*Fox Fence provided the NFWB with a quote for repair work needed on the perimeter fencing at the WTP for approximately \$23,000 – able to keep the work “in-house” for approximately \$8,000-\$9,000.*

*Chairman Forster notes the rise in personnel costs due to the many on-going projects taking place at both the WTP and WWTP.*

*Two Union bricklayers along with three Union carpenters have been added to temporary personnel.*

*Management will review the budget and explore options to reallocate funds as needed to cover the capital improvements being performed using NFWB forces.*

#### **5. Engineering – Douglas Williamson**

*Mr. Williamson states he will have the intermediate pump report from GHD in approximately 6 weeks. Job assessment is needed prior to the design and the bid process.*

#### **6. Personnel Items – Dr. Abderrahman Zehraoui**

- a. March 28, 2022 Personnel Actions Report**
- b. Organizational Chart as of January 20, 2022**

*Motion by board member Leffler and seconded by board member Larkin to approve the March 28, 2022 Personnel Actions Report.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carries, 5-0*

*Chairman Forster questioned how long it takes to train a WTP Operator, if a current Operator is selected for the Senior Laboratory Technician position. Dr. Zehraoui answered 90 days. Chairman Forster then requested that in order to minimize overtime, an operator trainee be hired and trained before moving an operator to the laboratory.*

#### **7. Information Technology (IT) – Dr. Abderrahman Zehraoui**

*None.*

**8. Finance – Brian Majchrowicz**

- a. Revenue Budget Performance Report through February 28
- b. Sewer Fund Expense Budget Performance Report through February 28
- c. Water Fund Expense Budget Performance Report through February 28
- d. Board Fund Expense Budget Performance Report through February 28
- f. Key Bank and Bank on Buffalo Balance Report
- g. Wilmington Trust Balance Report
- h. Treasury Account Balance Report
- i. Budget Amendments Report
- j. February 2022 Capital Payments

*Mr. Majchrowicz informs the board of the brochures that will included in this quarter's water bills regarding the Low-Income Household Water Assistance Program (LIHWAP) that was implemented by the NYS Office of Temporary and Disability Assistance. This program can assist households who have past due bills (arrears) for water and sewer services. LIHWAP can help prevent shut offs regarding water and/or sewer services. Mr. Majchrowicz has also reached out to City Hall to inquire how they would like to distribute.*

*Board member Askar questions the “turn around” on these funds.*

*Mr. Majchrowicz believes the “turn around” is immediate and will further investigate the process regarding a rate payer who may have had a past due bill(s) already transferred to their taxes.*

**9. Questions Regarding February 2022 Operations and Maintenance Report**

*None.*

**10. Safety – Dr. Abderrahman Zehraoui**

*None.*

**11. General Counsel and Secretary – Sean Costello**

- a. Upcoming Insurance Renewals

*Mr. Costello informs the board of a recent visit from PESH. PESH came on-site to conduct air and noise monitoring at the WTP due to a recent employee complaint connected to conference room demolition work.*

*Mr. Costello explains that the NFWB's insurance broker has advised of a large change in the cyber insurance market and is exploring options to minimize the increase in expense to the Board.*

## **12. From the Chairman**

*Chairman Forster states all up-coming work sessions and board meetings will be held in the WWTP conference room until further notice – due to the on-going construction taking place in the WTP conference room. Chairman Forster is requesting all personnel, contractors and public speakers enter the WWTP via the west gate entrance.*

*Board Members Asklar and Larkin then noted that they have heard from Niagara Falls City Councilman Kenny Tompkins of vacant, City owned properties where the water has been turned on, presumably by squatters. The question raised is whether the Water Board confirms ownership of properties prior to turning on the water. Chairman Forster noted the Water Board receives a list of City owned properties approximately monthly that the meter shop has, and the meter shop would not turn on water for such a property, moreover there are ongoing efforts to remove meters from such properties. Brian Majchrowicz will confirm, but it is believed staff verify ownership before opening accounts. It was discussed to obtain specific address examples from Councilman Tompkins in order to review this matter further, and the matter will be added to old business to be sure it is addressed when more information has been gathered.*

## **13. Resolutions**

### **2022-03-001 – ELECTION OF OFFICERS**

*Nomination by Board Member Larkin and seconded by Board Member Asklar for Chairman Forster as Chairperson.*

*Motion by Board Member Kimble and seconded by Board Member Leffler to close the nominations.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

*Nomination by Board Member Asklar and seconded by Board Member Leffler for Board Member Larkin as Vice Chairperson.*

*Motion by Board Member Leffler and seconded by Board Member Asklar to close the nominations.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

*Nomination by Board Member Leffler and seconded by Board Member Larkin for Mr. Asklar as Treasurer.*

*Motion by Board Member Kimble and seconded by Board Member Asklar to close the nominations.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

*Nomination by Board Member Larkin and seconded by Board Member Leffler for Mr. Costello as Secretary.*

*Motion by Board Member Kimble and seconded by Board Member Asklar to close the nominations.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

*Motion by Board Member Leffler and seconded by Board Member Asklar to approve the slate as nominated.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_abstain\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 4-0, with 1 abstention.*



## **2022-03-002 – FINANCE AND AUDIT COMMITTEE MEMBERSHIP AND MEETINGS**

*Motion by Board Member Leffler and seconded by Board Member Larkin to nominate Board Member Asklar as Chairperson of the Finance and Audit Committee.*

*Motion by Board Member Kimble and seconded by Chairman Forster to close the nominations.*

*Motion by Board Member Leffler and seconded by Board Member Larkin to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

## **2022-03-003 – GOVERNANCE COMMITTEE MEMBERSHIP AND MEETINGS**

*Motion by Chairman Forster and seconded by Board Member Asklar to nominate Board Member Larkin for Chairperson of the Governance Committee.*

*Motion by Board Member Asklar and seconded by Board Member Leffler to close the nominations.*

*Motion by Chairman Forster and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

## **2022-03-004 – EXECUTIVE STAFF REVIEW COMMITTEE CHAIRPERSON**

*Motion by Board Member Leffler and seconded by Board Member Asklar to nominate Board Member Larkin for Chairperson of the Executive Staff Review Committee.*

*Motion by Board Member Kimble and seconded by Board Member Asklar to close the nominations.*

*Motion by Board Member Leffler and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

**2022-03-005 – APPROVING AND ACCEPTING INDEPENDENT AUDIT AND INVESTMENT REPORTS**

- a. Niagara Falls Water Board 2021 Financial Statement (Draft)
- b. NFWB Investment Compliance Report (Draft)
- c. NFWB Management Letter (Draft)
- d. NFWB Required Communications Letter (Draft)

*Motion by Board Member Leffler and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

**2022-03-006 – EXTENSION OF THE HIGH VOLTAGE, SWITCHGEAR INSPECTION, AND EMERGENCY WORK CONTRACT**

- a. Ferguson Electric Extension Letter

*Motion by Board Member Kimble and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

**2022-03-007 – EXTENSION OF THE IN-PLANT MECHANICAL SERVICE CONTRACT**

- a. Mollenberg-Betz Extension Letter

*Motion by Board Member Asklar and seconded by Board Member Leffler to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

**2022-03-008 – EMERGENCY 12-INCH COMBINED SEWER REPAIR BID – 2214 WHITNEY AVENUE**

- a. Award Recommendation Letter and Bid Tabulation

*Motion by Board Member Leffler and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

**2022-03-009 – AUTHORIZING INTERLOCAL CONTRACT WITH  
HOUSTON-GALVESTON AREA COUNCIL FOR COOPERATIVE PURCHASING**

**a. Sample Contract**

*Motion by Board Member Leffler and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

**2022-03-010 – AUTHORIZING PROCUREMENT OF GODWIN PUMPS FOR SEWER  
BYPASS PUMPING**

- a. Xylem Dewatering Quotation No. 104018956 dated February 24, 2022**
- b. Xylem Sole-Source Letter**

*Motion by Board Member Leffler and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

**2022-03-011 – AUTHORIZING DISPOSAL OF OBSOLETE WWTP OPERATIONS  
CONTROL PANEL CABINETS**

- a. Email Regarding Disposal of Operations Control Panel Cabinets**

*Motion by Board Member Leffler and seconded by Board Member Kimble to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

**2022-03-012 – AUTHORIZING CONTINGENCY FEE AGREEMENT WITH  
SELECTIVE STAFFING SOLUTIONS**

- a. Proposed Agreement**

*Motion by Board Member Asklar and seconded by Board Member Larkin to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*

## **14. Unfinished/Old Business**

### **1) Board Room WTP:**

- 3/11/22: Both contracts were executed for Electric (CIR) and Piping (Danforth). A meeting will be scheduled for 3/17 with contractors.

### **2) WWTP Rug Replacement**

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### **5) Basin 5 - Completion Date**

- 3/11/22: Basin 5 completion date is still dependent on when the gear box is delivered.

### **6) WWTP Ceiling Project**

- 3/11/22: Painting (by NFWB) and Ceiling Tile Replacement (by Union Carpenters) is underway.

### **7) WWTP Brick Repair Work & Enclosure of Balcony**

- 3/11/22: Scope of work being developed, and quotes will be obtained.

### **8) Whitney Ave. Water Main Replacement**

- 3/11/22: Previously, CPL put this project on hold to focus on the 18th Street Watermain project. However, they plan to survey Whitney Avenue and start working on the design again.

### **9) 18<sup>th</sup> St. Water Main Replacement from Whitney Ave. to Ontario Ave.**

- 3/11/22: The 18th Street Watermain project was submitted to the NYSDOH for review on 2/8/22.

### **10) WTP Perimeter Fence Replacement Update**

- 3/11/22: Contractor quotes previously obtained but waiting on results of grant application submitted at end of November 2021.

**11) Paychex Payroll System Update**

- 3/17/22: All information requested has been sent to Paychex. Waiting on Paychex to finish setting our system up. Per Paychex status meeting on 3/17 - 'Status of Project – 29% complete, first payroll tentatively slated to process 3/22 with a check date of 3/25'

**12) Advanced Metering Infrastructure Update**

- 3/10/22: Dave Johnson (Neptune) email update in 3/21 work session packet.

**15. New Business & Additional Items for Discussion**

*None.*

**16. Executive Session: Anticipated motion to enter into executive session for the purpose of considering matters leading to the appointment or employment of a particular person for the position of Director of Administrative Services (Public Officers Law § 105(f)).**

*None.*

**17. Adjournment of Meeting**

*Motion by Board Member Leffler and seconded by Board Member Asklar to adjourn the meeting at 6:00 p.m.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried 5-0*



Office of the Mayor  
City of Niagara Falls

## For Immediate Release

*Mayor Restaino launches multiple programs aimed at improving Niagara Falls neighborhoods, communication with residents*

**(Niagara Falls, New York – April 20, 2022)** Today, Mayor Robert Restaino announced several projects to help make improvements in Niagara Falls neighborhoods, as well as improve communication between residents, City Hall, and its various departments.

### ***Home Improvement Program***

Mayor Restaino is dedicating more than \$390,000 to a home improvement program. The funding comes from the NYS Attorney General's Cities Rise Grant. Through this, all homeowners in Niagara Falls are eligible for a loan worth up to \$15,000 to help pay for home improvement projects – including roof replacement and repairs, siding replacement and repair, gutters, porch repairs, garages, sidewalk replacement and other exterior work.

These \$15,000 loans will be repaid over ten years at a 3% annual interest rate. The money will help residents significantly improve their homes – which in turn will improve the aesthetics of our neighborhoods.

"In a time when everyone is struggling to make ends meet, it can be nearly impossible to save enough money to make major home improvements," said Mayor Robert Restaino. "That's why my administration is launching several new programs, aimed at helping residents rehab their homes and properties. These programs will allow residents to apply for special funding that will off-set the cost of home improvements, thus allowing our properties, neighborhoods, and communities to experience a sense of revitalization."

Niagara Falls is one of ten cities across New York State to be awarded funding through the Cities Rise Grant.

Residents who are interested in participating in the Home Improvement Program should call 716-286-8800 and select Option 1.



### ***Sewer Lateral Repair***

Mayor Restaino is launching a program through the use of federal community development funding to help many residents repair sewer laterals on and near their properties. Sewer laterals are the pipes connecting a home's plumbing to the city's sewer system. Homeowners are responsible for the repair of sewer laterals, even after the pipe extends past a property line and into a street. When a sewer lateral breaks, it can often cause large craters or sink holes in a street. To fix the lateral can be extremely expensive because often, the issue lies under a city street.

Mayor Restaino is prepared to help residents fix these issues – which will in turn have an impact on city roads. While there is no limit on the amount of funding a resident can receive, there are several stipulations a property-owner must meet in order to qualify for the assistance.

When applying for the funding, a resident must show proof that he or she is the property owner and that the property is the owner's primary residence. It also must be maintained as such for at least five years after the completion of work – at which point the loan will be forgiven. If not, the loan must be repaid. All taxes and liens on the property must be paid and up-to-date.

Residents applying for funding must also meet HUD income requirements. For example, a family of four would qualify for HUD assistance if its annual income was \$63,100 or less. In addition, in order to qualify for funding to repair sewer laterals, residents must live in areas that are approved for the Community Development Block Grant.

Residents who are interested in participating in the Sewer Lateral Repair Program should call 716-286-8800 and select Option 2.

Congressman Brian Higgins helped secure the federal funding being used for this project. "Federal Community Development Block Grant funding is intended to give municipalities the flexibility to meet the unique needs of their community," said Congressman Higgins. "Older cities like Niagara Falls have aging water and sewer infrastructure and when these pipes fail it is a costly headache for residents and the City. This program is an investment in Niagara Falls families and homes that not only builds stronger sewer infrastructure, but it also builds stronger neighborhoods."

### ***Property Purchase Program***

Mayor Restaino is offering some residents the opportunity to purchase vacant lots that are adjacent to their properties. Currently, there are 52 city-owned vacant lots throughout Niagara Falls.

The Mayor and his team are developing a process that will make it affordable for residents who own property next to these vacant lots to purchase them. The City will notify residents who are eligible to participate in the program. Once purchased, the additional property would be added to the resident's existing property.



### **311 Program**

The City of Niagara Falls is looking to make the 311 Program easier for residents to report issues involving the Department of Public Works and Code Enforcement.

Residents may now call 716-286-4311 to report problems – whether it's code violations (handled by Code Enforcement) or potholes, tree problems, sidewalks, snow removal, trash & debris, etc. (DPW).

In addition, a new portal to the new 311 system will be located on the City's homepage. By clicking on the "311 button," residents will be given a ticket number and have the ability to see the time and date of their report, what action is being taken to address the issue, and when it will be completed.

### **Text Alerts**

The City is launching a new program that utilizes text messages to deliver pertinent information to Niagara Falls residents and people in surrounding communities. Similar to push alerts sent through apps on smart phones, these text alerts will deliver instantaneous information and updates directly to citizens. However, these notifications will not be limited to people with smart phones. Anyone who has access to a cell phone can receive Niagara Falls text alerts – as no apps are required.

The program operates as an opt-in model – residents must sign-up for the service. In doing so, they will have the choice of what information they'd like to receive – whether it's road closures, construction updates, youth and senior programs, sporting events, etc. When City departments need to quickly relay information to residents, a text message will be sent with an update.

By texting RESIDENT to 716-FALLS-23 (716-325-5723), people can easily opt-in to the program.

###



# Town of Niagara Sanitary Sewer Flow Measurement Results

2022

POINT	SIZE AND LOCATION	PARAMETER	TOTAL (3/14 to 4/14/22)			TOTAL (9/12 to 10/10/22)			TOTAL AVG. FLOW (mgd)
			LEVEL (in.)	VELOCITY (fps)	FLOW (mgd)	LEVEL (in.)	VELOCITY (fps)	FLOW (mgd)	
A3	12" sewer at Hyde Park Blvd. & Rhode Island Avenue	AVG.	3.153	1.770	0.201				0.201
		HIGH	14.626	3.310	1.678				
C1	12" sewer in field west of Service Road	AVG.	3.753	1.088	0.151				0.151
		HIGH	5.873	2.180	0.457				
C2	10" sewer on Porter Road opposite Sam's Club	AVG.	0.250	0.389	0.009				0.009
		HIGH	12.539	8.270	1.852				
I1	15" sewer on Military Road near Rick Manning Drive	AVG.	6.011	1.461	0.469				0.469
		HIGH	10.106	4.440	1.400				
I2	10" sewer on Anthony Street near Zito Street	AVG.	2.182	0.142	0.012				0.012
		HIGH	6.937	7.810	1.255				

Spring 0.842

Fall 0.000

Total Avg. Flow : 0.842 mgd

# Town of Niagara Sanitary Sewer Flow Measurement Results

2021

			TOTAL (3/15 to 4/12/21)			TOTAL (9/9 to 10/11/21)			
POINT	SIZE AND LOCATION	PARAMETER	LEVEL (in.)	VELOCITY (fps)	FLOW (mgd)	LEVEL (in.)	VELOCITY (fps)	FLOW (mgd)	TOTAL AVG. FLOW (mgd)
A3	12” sewer at Hyde Park Blvd. & Rhode Island Avenue	AVG.	2.670	0.653	0.063	2.753	1.445	0.138	0.100
		HIGH	36.753	2.930	0.838	10.655	5.640	1.184	
C1	12” sewer in field west of Service Road	AVG.	4.608	0.375	0.067	1.421	0.710	0.027	0.047
		HIGH	7.265	2.150	0.342	3.223	2.050	0.204	
C2	10" sewer on Porter Road opposite Sam’s Club	AVG.	0.295	0.283	0.016	0.638	0.368	0.014	0.015
		HIGH	5.766	8.040	0.934	6.407	8.430	1.187	
I1	15” sewer on Military Road near Rick Manning Drive	AVG.	5.154	1.005	0.303	5.419	1.095	0.318	0.311
		HIGH	9.339	4.200	1.178	10.715	2.230	1.184	
I2	10” sewer on Anthony Street near Zito Street	AVG.	2.138	0.107	0.006	2.059	0.489	0.038	0.022
		HIGH	5.167	1.250	0.158	11.493	7.200	1.238	
			Spring		0.455	Fall		0.535	

Total Avg. Flow : **0.495** mgd

# Town of Niagara Sanitary Sewer Flow Measurement Results

2020

POINT	SIZE AND LOCATION	PARAMETER	TOTAL (3/16 to 4/13/20)			TOTAL (9/21 to 10/19/20)			TOTAL AVG. FLOW (mgd)
			LEVEL (in.)	VELOCITY (fps)	FLOW (mgd)	LEVEL (in.)	VELOCITY (fps)	FLOW (mgd)	
A3	12" sewer at Hyde Park Blvd. & Rhode Island Avenue	AVG.	2.382	3.290	0.245	1.606	0.716	0.030	0.137
		HIGH	4.635	5.180	0.933	2.810	1.630	0.144	
C1	12" sewer in field west of Service Road	AVG.	3.715	0.728	0.100	2.481	0.224	0.018	0.059
		HIGH	5.869	1.260	0.311	3.436	4.760	0.567	
C2	10" sewer on Porter Road opposite Sam's Club	AVG.	0.279	0.267	0.016	0.299	0.209	0.013	0.015
		HIGH	7.325	4.210	0.677	5.623	6.670	0.604	
I1	15" sewer on Military Road near Rick Manning Drive	AVG.	4.912	1.230	0.331	4.361	0.840	0.214	0.272
		HIGH	8.656	2.850	1.102	11.836	3.880	1.449	
I2	10" sewer on Anthony Street near Zito Street	AVG.	2.140	0.152	0.011	1.706	0.014	0.001	0.006
		HIGH	4.108	6.520	0.641	3.132	3.570	0.170	

Spring **0.702**

Fall **0.276**

Total Avg. Flow : **0.489** mgd

**Niagara Falls Water Board  
Personnel Actions and Report  
Monday, April 25, 2022**

**Personnel Actions Sheet & Requested of the Board.  
All appointments are subject to the appointee meeting the minimum qualifications and all applicable civil service conditions.**

**A. PERSONNEL ACTIONS RECOMMEND TO HIRE**

Line Item Number	Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION

**B. RECOMMENDED PROMOTION / MOVE / APPOINTMENT**

Line Item Number	Name and Position	Type of labor move	Change in pay rate or grade	ADDITIONAL INFORMATION
1	Jordan Boyd	Promotion from Sr. Lab Tech to Microbiologist (Provisional)	Sr. Lab Tech Rate \$26.45, Microbiologist Rate \$31.88	Formal provisional appointment to Microbiologist. Has been acting in this position since 10/25/21.
2	Part Time Security Guards	Pay Adjustment	\$15 to \$16.10 per hour	Part-time employees with no increases since 2017, this increase brings pay closer to private employers and is intended to assist with retention and recruitment.

**C. PREVIOUSLY TABLED PERSONNEL ACTIONS (From 2021)**

Line Item Number	Action and Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION

**D. OTHER PERSONNEL ACTIVITY FOR BOARD NOTIFICATION**

Name	Position	Department/Location	Pay Rate	ADDITIONAL INFORMATION
Mike Laible	PT Security Guard	WWTP	\$15/hr	Resignation Effective 4/17/2022

**E. PERSONNEL ON LONG TERM LEAVE OF ABSENCE**

Name	Last Day Worked	Dept.	Return Status	Comments
Accardo, John	1/21/2022	WTP Admin Svcs	Unknown	FMLA
Rowe, Rob	3/16/2022	WTP Operations	4/18/2022	Workers Comp
Jones, Matthew	3/15/2022	OW & S	Unknown	Intermittent FMLA
Smith, Kurt	3/29/2022	WTP Inside Maint	4/12/2022	FMLA

*NIAGARA FALLS WATER BOARD RESOLUTION # 2022-04-001*

**AUTOMATECH SOFTWARE MAINTENANCE AND SUPPORT RENEWAL**

**WHEREAS**, the Niagara Falls Water Board utilizes thin manager, Stratus, and XL Reporter software from AutomaTech as part of the SCADA (supervisory control and data acquisition) technology solution that allows for efficient monitoring and control of processes at its treatment plants; and

**WHEREAS**, the AutomaTech software is subject to annual renewal fees, and the cost to maintain this vital software for the period from June 30, 2022 to June 30, 2023 is \$10,144.76;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Niagara Falls Water Board hereby authorizes payment in the amount of \$10,144.76 to AutomaTech for renewal of the software maintenance and support agreements for that firm's thin manager, Stratus, and XL Reporter software for the period of June 30, 2022 to June 30, 2023.

*Water Board Personnel Responsible for Implementation of this Resolution:*  
Executive Director

*Water Board Budget Line or Capital Plan Item with Funds for this Resolution:*  
Software Maint./Licenses FA.8150.0000.0446.008  
Budget Line Supplied by: B. Mahchrowicz  
Available Funds Confirmed by: B. Majchrowicz

On April 25, 2022, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[    ]	[    ]	[    ]	[    ]
Board Member Kimble	[    ]	[    ]	[    ]	[    ]
Board Member Larkin	[    ]	[    ]	[    ]	[    ]
Board Member Leffler	[    ]	[    ]	[    ]	[    ]
Chairman Forster	[    ]	[    ]	[    ]	[    ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board



We Make Plant Information Flow

138 Industrial Park Road Plymouth, MA 02360

Ph: (508) 830-0088 Fax: (508) 830-0111

[www.automatech.com](http://www.automatech.com)

# QUOTATION

Number	128478-0
Revision	04/08/2022 11:17:50
Quote Date	04/08/2022
Page	1

Quote valid for 30 days.

Freight & taxes not included.

Orders ship FOB Factory.

**Bill to:** Niagara Falls Water Board  
5815 Buffalo Avenue  
ATTN: Accounts Payable  
Niagara Falls, NY 14304-3832

**Ship to:** Niagara Falls Water Board  
5815 Buffalo Avenue  
chotchkiss@NFWB.org  
Niagara Falls, NY 14304-3832

Annual Thin Manager, Stratus and XL Reporter Software Support Renewals

See lines for licenses details.

Support dates: 6/30/2022 - 6/30/2023

Presented To		Job/Rel #	Quoted By	Terms	Ship Via	Salesman
CLAYTON HOTCHKISS		22-23 MultipleR	mtinsley	Net 30 Days	FOB Factory	Henry Bacher
Quantity	U/M	Item #	Description	Price	Extension	
1	EA	SU1PM	Extended Support - XL Reporter Professional Single Station Serial # 19999	\$350.00	\$350.00	
1	EA	TAV3000S	Total Assurance Subscription Recurring Annual Maintenance Includes VMware vSphere Essentials Plus Kit for 3 host Max 2 processors per host Site ID #43419	\$7,539.76	\$7,539.76	
10	EA	9542-TMF1-SMR	Thin Manager One Year 8 x 5 Software Maintenance Renewal for V-Flex terminal connection perpetual license. Extends Software Maintenance for: - Standard XLi 5-Pack BDB2F027-7033AED2 - Standard XLr TMA V-FLEX 5-Pack 0691BF54-39C671EE	\$225.50	\$2,255.00	
1	EA	COMMENTS-AUT	ORDERING INSTRUCTIONS Purchase order made out to AutomaTech and emailed to orders@automatech.com. Please include full end user contact information for registration and reference quote number above.	\$0.00	\$0.00	
					<b>SubTotal</b>	<b>\$10,144.76</b>
					<b>Total</b>	<b>\$10,144.76</b>

Please note remit address may have changed;  
please confirm correct vendor and remit address  
on ordering instructions included with this quote.

*NIAGARA FALLS WATER BOARD RESOLUTION # 2022-04-002*

**GE DIGITAL SCADA CONTROL SUPPORT RENEWAL**

**WHEREAS**, the Niagara Falls Water Board utilizes GE hardware for its treatment plant SCADA (supervisory control and data acquisition) system; and

**WHEREAS**, to ensure reliable functionality for this critical hardware, the Water Board purchases software support from GE which includes web and phone support, software version upgrades, and training; and

**WHEREAS**, GE Digital has provided a quote in the amount of \$10,379.69 to provide the necessary support renewal for the period from June 28, 2022 to June 28, 2023;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Niagara Falls Water Board hereby authorizes payment in the amount of \$10,379.69 to GE Digital LLC for SCADA control support renewal for the period of June 28, 2022 to June 28, 2023.

*Water Board Personnel Responsible for Implementation of this Resolution:*  
Executive Director

*Water Board Budget Line or Capital Plan Item with Funds for this Resolution:*  
Software Maint./Licenses FA.8150.0000.0446.008  
Budget Line Supplied by: B. Majchrowicz  
Available Funds Confirmed by: B. Majchrowicz

On April 25, 2022, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[    ]	[    ]	[    ]	[    ]
Board Member Kimble	[    ]	[    ]	[    ]	[    ]
Board Member Larkin	[    ]	[    ]	[    ]	[    ]
Board Member Leffler	[    ]	[    ]	[    ]	[    ]
Chairman Forster	[    ]	[    ]	[    ]	[    ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board



Dear customer,

Thank you for your reaching out to us. If you would like us to complete your purchase, please review the following sample document to ensure your Purchase Order contains all the details required to be accepted and processed without revisions:

**Purchase Order :** XXXXXXXXXX

**Issue Date:** XXXXXXXXXX

**Supplier Information:** (found above the quote lines)

GE Digital Legal Entity

GE Digital Legal Entity Address

Please include all the details of your accounts as shown below:

Bill to Account Name

Bill to Account Address

Invoice Delivery Method

Accounts Payable Contact

Ship to Account Name

Ship to Account Address

Ship to Contact

**Payment Terms:** Net 30 (default)

**Shipping Terms:** FCA (default)

**Tax Exempt Number or VAT ID** (please provide Tax Exempt Certificate or relevant documents)

Please add the following text to your PO modified to reference your Quote or Proposal:

**Terms and Conditions:** Notwithstanding anything to the contrary herein, this order will be governed by GE DIGITAL including the negotiated terms and conditions set in BMIQ Number, SPA Number, GE-XXXX Proposal Number, or MSA.

Please include any product details relevant to your purchase:

**Description of items purchased** (Software Name, Version, Quantity, Price, Tags, Discounts, etc.)

**Shipping Instructions** (Carrier account, address reference, additional contacts, etc.)

**Please ensure the total amount and currency of your Purchase Order match the amount and currency of the quote provided.**

**If after revising our proposal and this document you find that additional changes to the quote are required or you have any questions, please contact us and we will be happy to assist you.**



Remit Payment Only To:



By Electronic: Bank of America  
1401 Elm Street 2nd Floor  
Dallas TX, 75202  
ABA Information: 111000012  
Account Name: GE Digital LLC  
Account Number: 4451103219

Primary Sales Person Henry Bacher

Primary Sales Email Orders@automatech.com Primary

Sales Phone (774-)283-6016

VENDOR INFORMATION: GE DIGITAL LLC, 2700

CAMINO RAMON, SAN RAMON, CA, 94583

- PO MADE OUT TO GE DIGITAL.
- SEND PO TO ORDERS@AUTOMATECH.COM

Bill To:	End User:
NIAGARA FALLS WATER BOARD 5815 BUFFALO AVE NIAGARA FALLS, NY 14304-3832 US	NIAGARA FALLS WATER BOARD 5815 BUFFALO AVE NIAGARA FALLS, NY 14304-3832 US
Bill To CSN: 12055500	End User CSN: 12055500

Quote #	BMIQ-02282022-443241
Quote Date	April 7, 2022
Expiration Date	June 28, 2023
Quote Revision	PLEASE NOTE GRAND TOTAL ON PAGE 3: \$10,379.69. Please include the Quote Number from this document on your Purchase Order.
Currency	USD
Customer RFQ	Clayton Hotchkiss
Payment Terms	Net Due in 30 Days

HISTORIAN-TERML									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-07733001-003-001			HS72S0000040000	Historian v7.2 Standard 400 Points		1	Premier	Jun 28, 2023	\$766.93
					TOTAL	1		Jun 28, 2023	\$766.93
HISTORIAN-TERML Subtotal									\$766.93

ICLIENT-TERML									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-18182701-003-001			IC60TSDEN-C006	iClient v6.0 Thin-Terminal Services Development English 6 Client		1	Premier	Jun 28, 2023	\$1,729.41
3-28094001-043-001			IC60THREN	iClient v6.0 Thick Runtime English		1	Premier	Jun 28, 2023	\$437.23
					TOTAL	2		Jun 28, 2023	\$2,166.64
ICLIENT-TERML Subtotal									\$2,166.64

IFIX-TERML									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-20308801-003-001			IF59PDUNLEN-	iFix v5.9 Plus Development Unlimited Points English		1	Premier	Jun 28, 2023	\$1,865.60

3-20308801-011-001			IF60PRUNLEN-	iFix v6.0 Plus Runtime Unlimited Points English		1	Premier	Jun 28, 2023	\$1,356.80
3-28094001-003-001			IF60PRUNLEN-S	iFix v6.0 Plus Runtime Unlimited Points English SCADA Synchronization		1	Premier	Jun 28, 2023	\$2,011.29
3-28094001-031-001			IF60PRUNLEN-S	iFix v6.0 Plus Runtime Unlimited Points English SCADA Synchronization Backup License		1	Premier	Jun 28, 2023	\$1,005.73
					TOTAL	4		Jun 28, 2023	\$6,239.42
IFIX-TERML Subtotal									\$6,239.42

DRIVER-TERML									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-20308801-008-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags		1	Premier	Jun 28, 2023	\$195.04
3-20308801-008-002			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags		1	Premier	Jun 28, 2023	\$195.04
3-28094001-034-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags Backup License		1	Premier	Jun 28, 2023	\$97.52
3-28094001-037-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags		1	Premier	Jun 28, 2023	\$195.04
					TOTAL	4		Jun 28, 2023	\$682.64
DRIVER-TERML Subtotal									\$682.64

WEBSpace-TERML									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-28094001-019-001			WS60I002NEN	WebSpace v6.0 iFIX 2 Clients Independent Server English		1	Premier	Jun 28, 2023	\$524.06
					TOTAL	1		Jun 28, 2023	\$524.06
WEBSpace-TERML Subtotal									\$524.06

**Total: \$10,379.69**

Send Purchase Order and/or Correspondence to: [ORDERS@AUTOMATECH.COM](mailto:ORDERS@AUTOMATECH.COM)

PLEASE LIST THE FOLLOWING AS THE VENDOR ON YOUR PURCHASE ORDER:

GE Digital LLC  
2700 Camino Ramon  
San Ramon, CA 94583-9130

**This Quote does not include any freight charges or applicable taxes. All Items are Commercial items. Please include the Quote Number from this document on your Purchase Order.**

This order is expressly conditioned upon Customer's acceptance of the attached GE Terms and Conditions. GE Digital LLC is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE's terms attached hereto. GE's failure to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE's terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

## GE DIGITAL GENERAL TERMS AND CONDITIONS

The license or provision of the GE products and services ("GE Offerings") by the GE Digital business ("GE") providing this proposal or quote is expressly conditioned upon the terms and conditions contained or referred to herein. Any authorization by Customer to furnish the GE Offerings or order placed by Customer for GE Offerings will constitute acceptance of these terms and conditions.

### 1. **DEFINITIONS.**

The capitalized terms used in this Agreement shall have the meaning given to them below. Words imparting the singular shall also include the plural and vice versa, as the context requires. GE and Customer are each referred to herein as a "Party" and together as "Parties." The term "General Terms and Conditions" shall mean the body of the text that follows and all appendices included therein. The term "Agreement" shall mean, collectively, these General Terms and Conditions and any Order issuing from the attached quote or proposal.

1.1. **"Acceptable Use Policy"** is defined in Appendix A.

1.2. **"Affiliate"** means, with respect to a Party, an entity that controls, is controlled by, or is under common control with such Party, where control means ownership, directly or indirectly, of 50% or more of the voting shares of the subject entity or the right to appoint a majority of the board of directors of the subject entity.

1.3. **"Change Order"** is defined in Section 6.1.

1.4. **"Confidential Information"** of a Party means all of that Party's information and documentation disclosed to or accessed by the other Party in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation, including any information developed by reference to or use of the other Party's Confidential Information. GE's Confidential Information includes the GE Offerings. "Confidential Information" does not include information that: (a) is independently developed by the receiving Party, as demonstrated by the recipient's written records, without violating the disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (d) is already known by the receiving Party at the time of disclosure, as demonstrated by the receiving Party's written records, and the receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (e) is rightfully received by the receiving Party free of any obligation of confidentiality.

1.5. **"Customer Content"** means data, information, documentation, and software provided by Customer for use in connection with the GE Offerings.

1.6. **"Deliverables"** are defined in Section 6.3.

1.7. **"Data Protection Plan"** is defined in Section 3.7.

1.8. **"Embedded Software"** is defined in Section 4.2.

1.9. **"GE Offerings"** means, collectively, the Hosted Services, Hardware, Software, Professional Services, and Support Services provided by GE in accordance with this Agreement.

1.10. **"Hardware"** means hardware equipment that is provided by GE to Customer, as described in Section 4.

1.11. **"Hosted Services"** are defined in Section 3.

1.12. **"Infringement Claim"** is defined in Section 12.1.

1.13. **"Open Source Software"** means any software that is distributed as "free software," "open source software" or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL) (including the GNU Affero GPL License), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License.

- 1.14. "Order" means Customer's acceptance of GE's quote or proposal to which these General Terms and Conditions are attached.
- 1.15. "Professional Services" are defined in Section 6.1.
- 1.16. "Service Documentation" is defined in Section 3.1.
- 1.17. "Software" is defined in Section 5.1.
- 1.18. "SOW" or "Statement of Work" is defined in Section 6.1.
- 1.19. "Support Services" means services associated with the support programs described in Appendix A.
- 1.20. "Third Party Services" are defined in Section 3.9.
- 1.21. "Third Party Software" is defined in Section 5.3.
- 1.22. "User" is defined in Section 3.8.2.

## 2. SCOPE; ORDERS.

2.1. **Scope.** Any offer made by GE herein is expressly conditioned upon acceptance of this Agreement, which sets forth the sole and exclusive terms and conditions that govern any Order for the provision of the GE Offerings. Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory documents presented by Customer shall be deemed to be presented for payment purposes only. GE rejects, and shall not be bound by, any additional or different terms contained in such documents.

## 3. HOSTED SERVICES.

3.1. **General.** "Hosted Services" are computer software applications, software platforms, and equipment monitoring services that are hosted by GE and provided as a service to Customer. GE shall provide Customer with remote access to the Hosted Services for the term of Customer's paid subscription, as described in an Order. Customer agrees to use the Hosted Services solely in accordance with this Agreement, the product-specific terms and conditions described in Appendix A, and the written documentation published or provided by GE for the Hosted Services (collectively, "Service Documentation").

3.2. **Hosted Services Warranty.** For the term of Customer's paid subscription to the Hosted Services, GE warrants that such Hosted Services will materially comply with the then current Service Documentation provided for the Hosted Service. Customer acknowledges that GE may deliver continuous updates, changes, and improvements to the Hosted Services and the Service Documentation. GE may notify Customer of such changes by publishing updates or changes to GE's Web site for the Hosted Services or by means of written notice to Customer. Customer's sole remedy, and GE's sole obligation and liability, for any failure of the Hosted Services to conform to this warranty is for GE, at its option, to: (1) provide a correction or work-around or provide an issue resolution, or (2) permit Customer to terminate its subscription to the affected Hosted Services and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

3.3. **Disclaimers.** WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT HOSTED SERVICES WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, INCLUDING, WITHOUT LIMITATION, DUE TO CYBER-ATTACKS, MALICIOUS OR OTHERWISE, OR FROM INTERRUPTIONS IN INTERNET CONNECTIVITY (INCLUDING DELAYS OR PACKET LOSS). CUSTOMER ACKNOWLEDGES THAT THE HOSTED SERVICES ARE NOT INTENDED FOR REAL-TIME CONTROL OR MONITORING DUE TO THE POSSIBILITY OF INTERRUPTIONS IN SERVICE OR CONNECTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE AND CONTINUOUS OPERATION OF ITS EQUIPMENT, FOR VERIFYING RESULTS GENERATED BY THE HOSTED SERVICES, AND FOR TAKING APPROPRIATE ACTIONS BASED ON SUCH RESULTS.

3.4. **Changes.** GE may change, discontinue, or deprecate any of the Hosted Services (including individual services or the Hosted Services as a whole) or change or remove features or functionality of the Hosted Services or revise the applicable Service Documentation. Without limiting the generality of the foregoing, GE may change, terminate, or discontinue all or a

portion of a Hosted Service if required by changes in GE's relationship with a third party provider or licensor; if required to comply with law or requests or government entities; if providing the Hosted Services could create a substantial economic or technical burden or material legal or security risk; or if GE determines that use of the Hosted Services by Customer or the provision of the Hosted Services to Customer is prohibited or impractical due to a legal or regulatory reason. GE may change, discontinue, or add to the Support Services for the Hosted Services from time to time by posting a notice to the Web site where such Support Services are described. If such changes have a materially adverse effect on Customer's use of the Hosted Services, Customer may notify GE in writing, and GE may propose resolutions or work-arounds. If GE is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then Customer may terminate its subscription to the affected Hosted Services upon written notice to GE and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

**3.5. Use Limitations.** Customer's Order may specify usage or deployment limitations relating to the Hosted Services. GE may enforce such usage limitations by technical or resource restrictions, or GE may permit excess usage and invoice Customer for such use at GE's standard rates. Customer agrees to pay for such additional invoices in accordance with the payment terms of this Agreement. If a usage limitation designated in an Order is based on limitations or entitlements not monitored by GE, then Customer agrees to limit its usage only to the designated scope and promptly notify GE if such limitations are exceeded. Customer shall use the Hosted Services solely for its internal business purposes as permitted by this Agreement and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, publish, disclose, time share or otherwise commercially exploit the Hosted Services or make the Hosted Services available to any third party, other than as expressly permitted by this Agreement.

**3.6. Suspension.** GE may suspend Customer's right to access or use any portion or all of the Hosted Services upon notice to Customer if GE determines that Customer's use of or registration for the Hosted Services: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the Hosted Services, GE, GE's Affiliates, or any third party, (iii) may adversely impact the integrity of the Hosted Services or the systems or content of any other customer, (iv) may subject GE, GE's Affiliates, or any third party to liability, (v) violates the Acceptable Use Policy or acts in a manner inconsistent with Customer's Responsibilities as set forth in Section 3.8, or (vi) exceeds the scope of use authorized by GE. GE may also suspend Hosted Services if Customer is more than 30 days overdue on any payment obligation under this Agreement. GE shall use commercially reasonable efforts to re-establish Hosted Services after GE determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations under this Agreement.

### **3.7. Security and Data Privacy.**

**3.7.1. Security.** GE shall use reasonable efforts to implement appropriate measures, in accordance with GE's standard security policies applicable to the Hosted Services ("Data Protection Plans") designed to secure Customer Content against accidental or unlawful loss, access, or disclosure. GE reserves the right to modify Data Protection Plans from time to time upon notice to Customer. Customer consents to GE's collection, use, and disclosure of information associated with the Hosted Services as described in this Agreement and the applicable Data Protection Plan, and in particular to the processing of Customer's Content in, and the transfer of Customer Content into, any country in which GE or its affiliates or subcontractors maintain facilities (including the United States). GE shall treat Customer contact information (including business contact information of Customer representatives) in accordance with GE's Privacy Policy available at <http://www.ge.com/privacy>. Customer consents to the disclosure of Customer Content to GE's subcontractors and Affiliates who agree to maintain and use Customer Content in accordance with this Agreement.

**3.7.2. Regulated Data.** If Customer Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, EU personal data, export-controlled data, or sensitive government data), Customer shall notify GE in writing of such requirements and provide any information that is necessary or reasonably requested by GE to determine the applicable regulatory requirements. Except as may be specified by GE in writing, GE shall not have any responsibility to discover or provide a hosting environment that complies with such regulatory requirements. . Without limiting the generality of the foregoing, if Customer intends to use the Hosted Services to process personal data of individuals located in the European Union, Customer shall notify GE in writing and the parties will reasonably cooperate to comply with their respective obligations under the EU General Data Protection Regulation.

### **3.8. Customer's Responsibilities.**

**3.8.1. Customer Content and Equipment.** Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer equipment. Customer is responsible for securing all necessary

rights and permissions to provide Customer Content to GE and to use Customer Content with the Hosted Services. For example, Customer is solely responsible for:

- a) the technical operation of Customer Content, including ensuring that calls Customer makes to or from any Customer application or service are compatible with the Hosted Services;
- b) compliance of Customer Content with the Acceptable Use Policy, Data Protection Plan, and applicable Service Documentation;
- c) compliance by Customer with all applicable laws, executive orders, administrative rules and regulations, safety standards, ordinances, and court orders in using the Hosted Services;
- d) any third party claims relating to the legal status of Customer Content;
- e) the operation, control, conditions, use, and maintenance of Customer equipment and ensuring that Customer's computer systems and equipment meet the current technical requirements for the Hosted Services;
- f) the accuracy, completeness, and timeliness of Customer Content; and
- g) proper handling and processing of notices sent to Customer (or any of Customer's Affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

3.8.2. Customer Security. Customer is responsible for properly configuring and using the Hosted Services and taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content, which may include routine archiving of Customer Content and the use of encryption technology to protect Customer's Content and credentials. Customer's credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by GE or selected by Customer for accessing the Hosted Services are for Customer's internal use only and Customer may not share or disclose them to any other entity or person, except that Customer may disclose Customer's credentials to Customer's employees, agents, and subcontractors performing work on Customer's behalf ("User"). Customer is responsible for any use of Customer's credentials and for notifying GE immediately of any breach of security related to Customer's credentials. Customer is responsible for complying with the Data Protection Plan and all other security requirements published by GE or communicated to Customer for securing Customer Content in connection with using the Hosted Services. Customer is deemed to have taken any action that Customer permits, assists, or facilitates any User or other person or entity to take related to this Agreement, Customer Content, or the Hosted Services. Customer shall not take any action to circumvent any security feature or attempt to exceed authorized access to the Hosted Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Hosted Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Customer becomes aware of any violation of the foregoing by a User, Customer shall immediately terminate such User's access to Customer's account and notify GE.

3.8.3. Connectivity. Except as expressly provided in an Order, Customer is solely responsible for providing Internet connectivity for Customer's facilities and Customer equipment as necessary to access and use the Hosted Services (including all ISP charges). GE does not and cannot control the flow of data to or from the Hosted Services infrastructure and other portions of the Internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof).

**3.9. Third Party Services.** If specified on GE's Web sites for the Hosted Services, third parties may offer independent services, including hosted application services ("Third Party Services"), directly to Customer under a separate agreement, and Customer's acceptance of such offers will constitute a separate agreement solely between Customer and the third party provider thereof. If Customer subscribes to Third Party Services, Customer consents to GE sharing with the third party provider: (i) Customer contact and account information, (ii) Customer Content in connection with Customer's use of the Third Party Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third Party Services. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Services.

#### **4. HARDWARE.**

**4.1. Delivery.** Delivery of Hardware sold will be made FCA GE's facility (Incoterms 2010). Title to Hardware shipped by GE from the United States shall pass to Customer immediately after each item departs from the territorial land, seas, and overlying airspace of the United States. Title to all other Hardware sold shall pass when the product is made available for shipment at the point of shipment. Delivery of Hardware leased to Customer shall be made by commercially reasonable

means. Title to such leased Hardware shall not pass to Customer. Title to any software embedded in or included with Hardware ("Embedded Software") does not pass to Customer.

**4.2. Embedded Software.** GE grants to Customer a limited, nonexclusive license to use any Embedded Software only with and as embedded within the associated Hardware, and Customer shall have no other rights with respect to Embedded Software, including any right to copy or modify the Embedded Software. Customer may transfer the Embedded Software to a third party only to the extent that Customer is permitted to transfer the associated Hardware under this Agreement. Embedded Software is otherwise governed by the license restrictions set forth in Section 10.4 below.

**4.3. Hardware Warranties.**

4.3.1. Hardware Sold. During the applicable warranty period stated below, GE warrants that Hardware sold will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing. If any failure to meet this warranty appears within applicable warranty period from the date of shipment of the Hardware, and Customer returns such equipment to GE pursuant to GE's applicable repair and replacement policy, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the equipment, or (ii) by making available, FCA GE's shipment facility (Incoterms 2010), any necessary repaired or replacement parts. Inbound shipping charges to GE, including associated taxes, duties, tariffs, etc., shall be paid by Customer. Return (outbound) warranty repair shipping charges shall be paid by GE to Customer's destination. GE shall have no warranty obligation for Hardware damage or malfunction caused by accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall offer to refund or credit monies paid by Customer for such Hardware upon a return of such Hardware to GE. The applicable warranty period for sold Hardware is twenty-four (24) months from shipment date, unless otherwise stated in the Order or an appendix hereto.

4.3.2. Hardware Leased. Provided that Customer has paid all amounts due, GE warrants that Hardware leased will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing during the lease period. If leased Hardware fails to meet this warranty during the lease period, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the Hardware, or (ii) by delivering, in accordance with standard delivery protocols, any necessary repaired or replacement parts. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall permit Customer to terminate the lease and return such Hardware. In the event GE determines that the damage to the leased Hardware resulted from accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents, Customer shall be charged the then applicable list price for the replacement of the Hardware.

4.3.3. Remanufactured Subassemblies or Parts. Unless prohibited by law, certain Hardware may contain remanufactured subassemblies or parts which have been cleaned, refinished, inspected, and tested to new-product standards. The warranty for any such product will be as provided in this agreement or any applicable warranty of the third party manufacturer, if applicable.

4.3.4. Third Party Hardware. GE warrants Hardware manufactured by third parties including, but not limited to, personal computers, gateways, routers, servers, sensors, edge devices, micro drives, rotary disks, compact flash, cables and accessories, and embedded third party firmware only to the extent that the manufacturer's or third party's warranty allows GE to transfer such warranty to Customer. GE shall pass through to Customer any such warranties. Except to the extent any such manufacturer or third party provides a pass-through warranty, such Hardware is provided "AS IS" without warranty of any kind and the manufacturers and/or third parties disclaim all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose. The manufacturers or third parties shall not have any liability for special, indirect, punitive, incidental, or consequential damages. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer or third party, if any. GE shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to third party Hardware and associated Embedded Software.

The remedies stated in this Section 4.3 are Customer's exclusive remedy, and GE's sole obligation and liability, for any breach of the warranties for Hardware.

**5. SOFTWARE.**



**5.1. Scope.** As used herein, the term "Software" shall mean certain computer software and related documentation described in an Order, that is provided to Customer by digital download or on physical media for Customer's installation on Customer's computers, including any updates or upgrades provided by GE in connection with Support Services. As used herein, the term "Software" excludes any software hosted by or on behalf of GE and provided as a service.

**5.2. Licenses.** Subject to Customer's payment of all applicable fees and compliance with this Agreement, GE grants to Customer a limited, non-transferable, nonexclusive license, for the license period specified in the applicable Order, to use the Software provided pursuant to an Order for Customer's internal business use. Customer must comply with any license scope or usage limitations (such as named user, concurrent user, processor, server, site, facility, or asset based limitations) described on the applicable Order. Customer shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or commercially exploit the Software, or make the Software available to any third party, other than as expressly permitted by this Agreement.

**5.3. Separately Licensed Software.** Some Software may be supplied to Customer under a separate license agreement, including Open Source Software ("Third Party Software"). Customer's use of such Third Party Software will be governed by such separate license agreements. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Software.

**5.4. Customer Responsibilities.** Unless otherwise specified in an Order, Customer shall be solely responsible for:

- a) properly installing, configuring, and using the Software in accordance with applicable documentation,
- b) providing any hardware, equipment, and physical infrastructure necessary to run the Software,
- c) providing any third party software not included in the Software,
- d) maintaining the security, privacy, and backup of Customer Content,
- e) compliance with applicable laws related to the use, storage, or processing of Customer Content,
- f) the proper operation, control, and maintenance of Customer equipment monitored by the Software, and
- g) applying patches, bug fixes, upgrades, and updates of the Software or third party software.

**5.5. GE Software Warranty.** GE warrants that as of the date of delivery by GE, Software will materially conform with the written product documentation supplied with the Software. If within ninety (90) days of the date of delivery it is shown that the Software does not meet this warranty, GE shall, at its option, either correct the defect or error in the Software, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably practicable, offer to return to Customer all payments made as license fees therefor after Customer certifies that it has returned or deleted all copies of the Software in its possession. The remedy provided in this Section shall be Customer's exclusive remedy, and GE's sole obligation and liability, for any breach by GE of the foregoing warranty.

**5.6. DISCLAIMERS.** WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT: (I) SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC NEEDS; (II) SOFTWARE WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF THE CUSTOMER EQUIPMENT; OR (III) CYBERSECURITY SOFTWARE WILL PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS.

**5.7. Delivery.** Unless otherwise specified in an Order, Software will be made available for electronic download by Customer. GE shall be deemed to have delivered Software when GE makes the Software available for download by Customer. If an Order specifies that Software is to be delivered to Customer on physical media, then delivery of physical media will be made FCA GE's facility (Incoterms 2010). No title to the Software shall be transferred.

**5.8. Return or Destruction.** Upon the expiration of Customer's license, or its earlier termination in accordance with this Agreement, Customer shall certify, at GE's written request, the deletion or return of all copies of Software in Customer's possession.

## **6. PROFESSIONAL SERVICES.**

**6.1. Services.** GE shall provide Customer with the professional services ("Professional Services") set out in an Order that describes the scope of services, functionality, fees, deliverables, milestones, and estimated delivery dates, and other

requirements thereof ("Statement of Work" or "SOW"). All material changes to any Statement of Work shall be effective only if set forth in a fully executed change order (each a "Change Order").

**6.2. Fees and Expenses.** In addition to the fees stated in the Statement of Work, Customer shall reimburse GE for all reasonable and customary travel, lodging, and other related expenses incurred by GE or its personnel in connection with the performance of Professional Services.

**6.3. Deliverables.** The deliverables resulting from Professional Services to be provided by GE to Customer will be described in the applicable Statement of Work ("Deliverables"). Acceptance procedures for the Deliverables, if any, shall be stated in the applicable Statement of Work. Otherwise, Deliverables shall be deemed accepted by Customer if GE has not received written notice of material defects or non-conformity within five (5) business days after delivery. No schematics or source code shall be furnished, unless specified in the Statement of Work.

**6.4. License.** As between the Parties, GE shall retain all rights, title, and interests to any copyright, patent, trademark, trade secret, or other proprietary or intangible rights, that arise from GE's performance of the Professional Services, including any such rights embodied in the Deliverables, except for the following license to Customer: upon full payment by Customer to GE of all applicable fees, GE grants to Customer a limited, non-exclusive, non-transferable license to use the Deliverables for its internal business purposes, which license shall be perpetual and royalty-free unless otherwise stated in the applicable SOW.

**6.5. Customer Responsibilities.** If Professional Services are to be provided at Customer's site or a third-party site designated by the Customer, Customer shall on an ongoing basis provide GE access to: (i) such site in a clean, lighted, safe, and level condition; (ii) adequate power sources, networks, telephone, and data lines, and other utilities; and (iii) personnel, information, and documentation as reasonably required by GE. Customer shall be responsible to obtain any required permits, approvals, authorizations, or the like to permit GE to perform services at the site. To the extent Customer discloses or makes available to GE any materials, including Customer Content, Customer represents that it has the full right and authority to disclose such materials to GE for purposes of performing GE's obligations hereunder.

**6.6. Professional Services Warranty.** GE warrants that Professional Services performed by GE will materially conform to specifications agreed to by the Parties in the Statement of Work and be performed in a manner consistent with standard commercial practices in the industry. If Customer notifies GE of any material breach of this warranty within ninety (90) days from the delivery of the Deliverables, GE shall, at GE's option (i) reperform any defective portion of the Professional Services furnished, or (ii) if reperformance is not practicable, furnish without charge additional Professional Services in an amount essentially equal to those which, in GE's sole judgment, would have been required for reperformance. The Parties agree that the remedy set forth in this Section shall be GE's sole obligation and liability, and Customer's sole remedy, for warranty claims arising from or in connection with Professional Services.

**6.7. Disclaimers.** WITHOUT LIMITING SECTION 9.2, IF PROFESSIONAL SERVICES INCLUDE PROVIDING CUSTOMER WITH ADVICE OR DATA, CUSTOMER ACKNOWLEDGES THAT THE INTERPRETATION OR APPLICATION OF ANY SUCH ADVICE OR DATA DEPENDS ON MANY FACTORS OUTSIDE OF GE'S ABILITY TO CONTROL OR FORESEE, AND THEREFORE, CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR CONFIRMING SUCH ADVICE OR DATA WITH APPROPRIATE TESTING PRIOR TO TAKING ANY ACTION OR DECISION. UNLESS OTHERWISE STATED IN A STATEMENT OF WORK, GE DOES NOT GUARANTEE THAT PROFESSIONAL SERVICES WILL PRODUCE ANY PARTICULAR RESULT OR OUTCOME.

## **7. DELIVERY.**

**7.1. General.** Unless otherwise agreed by the Parties in writing: (a) GE shall determine the method and routing of all deliveries; (b) delivery dates and times are approximate and based on (i) prompt receipt by GE of all information necessary to permit GE to proceed with work immediately and without interruption, (ii) Customer's compliance with the payment terms, (iii) prompt receipt by GE of all evidence GE may request that any required export or import license, as applicable, is in effect; (c) the prices for the GE Offerings include only GE's usual quality processes, systems, and tests; and (d) partial deliveries shall be permitted.

**7.2. Packing.** Hardware or tangible media delivered by GE shall be prepared, packed, and shipped by or on behalf of GE in accordance with good commercial practices, unless otherwise agreed by the Parties. A complete packing list shall be enclosed with all shipments. Customer agrees to reimburse GE for any costs for any non-standard packing, marking, or shipping directions requested by Customer.

## **8. PAYMENT.**

**8.1. Payment Terms.** Except to the extent otherwise specified by GE in writing, invoices for GE Offerings shall be issued pro rata as shipments are made or services performed or made available. If GE consents to delay shipments after completion of any equipment, payment shall become due, title shall pass, and equipment shall be held at Customer's risk and expense as of the date when GE is prepared to make shipment. Unless otherwise agreed in an Order, payment is due net thirty (30) days from the date of invoice. All payments shall be made without set off for claims arising out of other sales by GE. Payment shall be made in the currency quoted.

**8.2. Financial Condition.** If the financial condition of Customer at any time does not, in the judgment of GE, justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or otherwise shall be entitled to terminate any Order or Statement of Work and receive any early termination charges specified therein.

**8.3. Late Payments.** Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall reimburse GE for any and all costs and expenses of GE's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GE retains a security interest and right of possession in the Hardware articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

**8.4. Sales and Similar Taxes.** GE shall be responsible for and shall pay any and all corporate and personal income taxes imposed on GE and its employees by applicable laws ("GE Taxes"). Customer shall be responsible for and shall pay to GE all taxes, duties, fees, and other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, contract duty / registration fees, storage, transfer, turnover, value-added taxes ("VAT"), Business and Occupation or other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed by any governmental authority of any country in connection with the execution or performance of the Agreement ("Customer Taxes"), but excluding GE Taxes. All prices are exclusive of Customer Taxes, which may be added by GE to Customer's invoice if applicable, unless Customer provides a direct pay or exemption certificate to GE where permitted by law. If Customer deducts or withholds any GE Taxes from payments owed hereunder, Customer shall provide to GE, within 30 days from payment, the official receipt issued by the competent government authority to which the GE Taxes have been paid, or an alternative document acceptable to the relevant tax authorities. In respect of taxes to be withheld, if any, Customer shall comply with any applicable bilateral conventions against double taxation. The Parties shall reasonably cooperate to claim any available exemptions from tax, fees, or duties that may apply to this Agreement. When Customer arranges the export or intra-European Union ("EU") community shipment, Customer shall provide to GE, free of charge and within 90 days (or, in the case of exports from the U.S., 30 days), evidence (obtained from Customer's forwarder) of exportation or intra EU community shipment. If the laws in the country in which GE performs under this Agreement, or the laws in the country of incorporation of Customer, require the Agreement to be subject to stamp duty, fee, or registration with any local authority, Customer shall be responsible for the required formalities and bear the related costs. Customer shall return to GE a copy of the registration certificate or a registered copy of the Agreement within 10 days from the due date required by said laws to apply for such fee, duty, or registration.

## **9. REPRESENTATIONS AND WARRANTIES.**

**9.1. General Conditions of Warranty.** The warranties and remedies set forth herein are conditioned upon: proper storage, installation, use, and maintenance of the GE Offering in accordance with the applicable documentation, the proper design, operation, and configuration of the system into which the GE Offering is installed, conformance with any applicable recommendations of GE, and GE's ability to reproduce and observe the claimed defect, and prompt notification to GE of any defects and, as required, promptly making any personnel and computer systems available. Any unauthorized modification to or use of the GE Offerings by Customer will void the warranty.

**9.2. Disclaimer of Implied Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, GE AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND GE AND ITS LICENSORS EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.

**9.3. Customer Warranties.** Customer represents and warrants that it has all rights and consents necessary to disclose Customer Content to GE and to permit GE to use the Customer Content to perform GE's obligations hereunder.

## **10. OWNERSHIP.**

**10.1. Customer Content.** As between Customer and GE, Customer retains all rights, title, and interests in and to Customer Content. Except as provided in this Agreement, GE obtains no rights under this Agreement from Customer to any Customer Content.

**10.2. Service Data.** Customer consents to GE's use of Customer Content to provide the GE Offerings to Customer and to perform GE's obligations under this Agreement. Customer further agrees that GE and its Affiliates may use information derived from Customer Content or generated by the GE Offerings to maintain, protect, create, develop, and improve the GE Offerings and other GE products and services, to the extent permitted by applicable law.

**10.3. Reserved Rights.** Customer acknowledges that the GE Offerings are protected by the copyright, patent, trade secret, trademark, and/or other intellectual property laws of the United States and other countries. As between GE and Customer, GE (or its Affiliates and licensors) own and reserve all rights, title, and interests in the GE Offerings, except those rights and licenses expressly granted to Customer by this Agreement.

**10.4. Restrictions.** Except as expressly authorized by this Agreement, Customer shall not (a) sublicense, copy, distribute, modify, or create derivative works of any GE Offering, except to the extent authorized by GE under separate agreements, (b) reverse engineer, disassemble, or decompile any GE Offering or apply any other process or procedure to derive the source code of the GE Offerings, (c) access or use the GE Offerings in a way intended to avoid incurring fees or to exceed usage limits or quotas, or (d) remove, alter, or obscure any proprietary notices that accompany the GE Offerings; or authorize or assist others to do any of the foregoing.

**10.5. Suggestions.** If Customer provides GE or its Affiliates with any feedback or suggested improvements to the GE Offerings, then Customer consents to GE's use and implementation of such suggestions, without compensation to Customer, and as between the Parties, GE shall solely own products and services developed by or for GE from such suggestions.

## **11. CONFIDENTIALITY.**

**11.1. Non-Disclosure and Non-Use.** A Party receiving Confidential Information (the "Receiving Party") shall not directly or indirectly, at any time, without the prior written consent of the Party disclosing such Confidential Information (the "Disclosing Party"), use or disclose the Confidential Information or any part thereof for any use other than necessary for the performance of the Receiving Party's obligations under this Agreement or as otherwise expressly permitted by this Agreement. The Receiving Party shall use reasonable efforts, but not less than those efforts it uses to protect its own information of a similar nature, to avoid disclosure, dissemination, or unauthorized use of the Confidential Information of the Receiving Party.

**11.2. Compelled Disclosure.** If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, it shall promptly notify the Disclosing Party, to the extent permitted by law, to permit the Disclosing Party to seek a protective order or take other appropriate action, and shall assist in such activities. The Receiving Party shall only disclose that part of the Confidential Information as is required by law to be disclosed and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment therefor.

**11.3. Injunctive Relief.** In addition to any other rights and remedies under this Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to the Disclosing Party under this Agreement are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy in damages and accordingly the Disclosing Party shall be authorized and entitled to seek injunctive or other equitable relief.

## **12. INDEMNIFICATION.**

**12.1. By GE.** GE shall, at GE's expense, defend or, at GE's option, settle any claim brought against Customer by a third party that any GE Offering infringes any third party's United States patent, copyright, trademark, or trade secret (an "Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by GE on Customer's behalf. As a condition of GE's obligation, Customer must notify GE promptly of any Infringement Claim in writing, tender to GE sole control and authority over the defense or settlement of such claim, and reasonably cooperate with

GE and provide GE with available information in the investigation and defense of such claim. Any effort by Customer to settle an Infringement Claim without GE's involvement and written approval shall void any indemnification obligation hereunder. If use of any GE Offering becomes, or in GE's opinion is likely to become, enjoined or subject to a valid claim of infringement, GE may, at GE's option, (i) procure, at no cost to Customer, the right to use such GE Offering, or (ii) modify the GE Offering or provide a substitute that is non-infringing. If the foregoing is not commercially reasonable, GE may, as applicable: (x) suspend or terminate Customer's subscription to the affected Hosted Service and refund the unexpired portion of the prepaid fees for the suspended or terminated Hosted Services, or (y) terminate Customer's license to the affected Software and refund the pro-rated license fees, or (z) accept a return of the affected Hardware and refund the purchase price, less reasonable depreciation. GE shall have no obligation or liability under this Section for any Infringement Claim to the extent caused by: (a) a modification to the GE Offerings not provided or performed by GE, (b) Customer Content and Customer designs and specifications, (c) the combination of the GE Offerings with other hardware, software, content, or services not provided by GE, (d) use of an infringing GE Offering after GE has provided a non-infringing alternative, or (e) use of the GE Offerings beyond the scope authorized by this Agreement or contrary to applicable documentation. This Section states GE's sole obligation and exclusive liability, and Customer's sole remedy, for any third party claims of infringement or misappropriation of any intellectual or proprietary right.

**12.2. By Customer.** Customer shall defend and indemnify GE, GE's Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's or any of its Users' use of the GE Offerings, other than an Infringement Claim; (b) the legal status of Customer Content or the combination of Customer Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use, development, design, production, advertising, or marketing of Customer Content; (c) a dispute between Customer and any User; or (d) personal injury and/or property damage alleged to be caused by Customer's use of GE Offerings to manage Customer equipment.

### **13. LIMITATIONS OF LIABILITY.**

GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE). CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY GE'S NON-COMPLIANCE WITH THE APPLICABLE GE DATA PROTECTION PLANS, GE SHALL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS. GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR CLAIMS ARISING OUT OF THIS AGREEMENT IN A CUMULATIVE AMOUNT EXCEEDING CUSTOMER'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY, AND, IN THE CASE OF HOSTED SERVICES, UP TO THE AMOUNTS PAID BY CUSTOMER IN THE ONE (1) YEAR PERIOD PRECEDING THE CLAIM.

### **14. TERM AND TERMINATION.**

**14.1. Term.** The term of this Agreement will commence on the date that GE executes or accepts the Order governed by this Agreement and will remain in effect until the termination or expiration of such Order and any renewals thereof, as provided herein.

**14.2. Automatic Renewal.** Except as otherwise stated in the Order, each license or subscription for Software or Hosted Services having a fixed and limited initial term shall be renewed automatically for successive one (1) year renewal terms, unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term.

#### **14.3. Termination.**

14.3.1. **For Breach.** Either Party may terminate this Agreement, or any individual Order or Statement of Work, for a material breach by the other Party, which breach is not cured within thirty (30) days of written notice provided to the breaching Party, or which breach is incapable of being cured.

14.3.2. For Insolvency. A Party may terminate this Agreement upon notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law that is not dismissed within thirty (30) days of the filing date thereof.

14.3.3. Effect of Termination. The expiration or termination of this Agreement, or of any Order or Statement of Work, shall terminate the licenses granted and services provided thereunder, except as otherwise provided in Section 14.1 or agreed in writing. Upon any termination or expiration of this Agreement, the following Sections survive: 8 (Payment), 10 (Ownership), 11 (Confidentiality), 12 (Indemnification), 13 (Limitations of Liability), 14 (Term and Termination), and 15 (Miscellaneous).

## **15. MISCELLANEOUS.**

**15.1. Performance by GE.** GE shall have the right to use subcontractors and Affiliates to perform its obligations under this Agreement, and in such event, GE shall remain responsible to Customer for such obligations.

**15.2. Excusable or Delayed Performance.** GE shall not be liable for delays or nonperformance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, changes in laws or regulations, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, government permits, or facilities, due to causes beyond its reasonable control. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost because of the delay, or if performance is rendered impossible, GE shall be excused from performance subject to an equitable adjustment to the applicable fees. In the event GE is delayed by conditions caused by Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

**15.3. Independence.** GE and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint-venturer of the other for any purpose or has the authority to bind the other. Both Parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other Party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

**15.4. No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**15.5. Trade Compliance.** Each Party shall comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement. Without limiting the foregoing, Customer agrees that it shall not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, Cuba, or North Korea, (iii) the region of Crimea, or (iv) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. This clause shall apply regardless of the legality of such a transaction under local law. Except as otherwise agreed in writing between the Parties, each Party shall be responsible for obtaining and maintaining any authorization required for its performance under this Agreement (including the transfer any item or technical data under this Agreement), such as export license, import license, exchange permit or other required government export or import authorization. Each Party shall provide reasonable assistance necessary for the other Party to secure and comply with such authorizations as may be required. Each Party shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite commercially reasonable efforts by the Party. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement. Customer acknowledges that GE may conduct periodic screening of Customer and of its beneficial owners to comply with applicable laws and consents to the foregoing.

**15.6. Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**15.7. Severability and Interpretation.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect. Section headings are used for convenience only.

**15.8. Audit.** Customer agrees to permit GE or GE's designated agent, upon reasonable notice to Customer, to audit Customer's books, records, and facilities to verify Customer's compliance with the terms and conditions of this Agreement, including any usage limitations or restrictions applicable to the GE Offerings. If any audit reveals an underpayment by Customer, GE may invoice Customer for such underpayment in accordance with GE's standard policies. Customer agrees to pay such invoice in accordance with the payment terms of this Agreement. GE shall pay for any audits, unless an audit reveals that Customer has underpaid by more than 15% of the fees owed in any 3-month period, in which case, Customer shall reimburse GE for its reasonable audit costs.

**15.9. Notices.** GE may provide any notice required or permitted to be given to Customer under this Agreement by sending a written notice to the mailing or email address set forth in the Order or otherwise provided by Customer to GE during account registration, as may be updated by Customer from time to time upon written notice to GE. Notices to GE may be provided as follows:

By personal delivery, overnight courier, or U.S. Postal registered or certified mail:

GE Digital  
2700 Camino Ramon  
Suite 450  
San Ramon, CA 94583  
Attention: GENERAL COUNSEL

**15.10. Assignment.** Neither Party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, and any assignment in violation of this provision shall be void. Notwithstanding the foregoing, GE may assign this Agreement, or any of its rights or obligations hereunder, without the necessity for obtaining consent, to any Affiliate of GE. Subject to these requirements, this Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

**15.11. Entire Agreement.** This Agreement is the entire agreement between Customer and GE regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and GE, whether written or oral, regarding the subject matter of this Agreement.

**15.12. Amendments.** Any Amendments to this Agreement must be in writing and must be signed by both Parties. No oral agreement, course of dealing, or trade usage shall be deemed to modify this Agreement.

**15.13. Waivers.** The failure of a Party to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision later. All waivers must be in writing and signed by the Party issuing the waiver.

**15.14. Choice of Law.** This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be New York, New York. The language of arbitration shall be English. The Emergency Arbitrator Provisions shall not apply. The obligations under this Section shall not apply to any claim (including for injunctive relief) by a Party relating to any actual or alleged infringement of its copyright, patent or patent application, trademark, or trade secret, or for any breach of confidentiality hereunder.

**15.15. High Risk Uses.** Customer acknowledges that the GE Offerings are not designed for real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, chemical, or biological contamination or environmental damage. Customer assumes the entire risk for any such use and shall defend and indemnify GE and its Affiliates from any liability to third parties resulting therefrom. Customer agrees not to use the GE Offerings for control of any nuclear facility or activity.

**15.16. U.S. Government Contracting.** If Customer is a U.S. Government entity or procures GE Offerings for or on behalf of a U.S. Government entity, the following provisions apply: (a) Customer agrees that all GE Offerings meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S. Government, FAR 52.212-5 and FAR 52.212-4 with tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) with these terms and conditions), and (subject to subsection (e) below) DFARS 252.212-7001(c) or DFARS 252.244-7000, whichever are applicable, apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of GE Offerings is unknown unless otherwise specifically stated in writing by GE; (c) Customer agrees that any services offered by GE are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or in part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the Parties; (e) GE makes no representations, certifications, or warranties whatsoever with respect to the ability of GE Offerings to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; (f) with regard to DFARS 252.204-7012, Customer agrees that no Unclassified Controlled Technical Information or Covered Defense Information shall be provided to GE, delivered by GE to Customer, or used by GE in the performance of this Agreement; and (g) Customer is solely and exclusively responsible for compliance with any other applicable statutes or regulations governing sales to the U.S. Government, and GE makes no representations, certifications or warranties whatsoever with respect to the ability of GE Offerings or prices to satisfy any such statutes and regulations other than those contained herein.

## **Appendix A**

### **Product Specific Terms and Conditions**

The following terms and conditions apply to specific GE Offerings listed below, in addition to the terms and conditions of the main body of the MPSA. In the event of any conflict between the terms and conditions in this Appendix and the main body of the MPSA, these terms and conditions shall take precedence with respect to the GE Offerings described below.

#### **1. Predix Platform and APM Services (Hosted Services).**

**1.1. Service Documentation.** The Service Documentation for the Predix platform services includes descriptions of services, analytics, and apps, and associated documentation published by GE on the Predix Web site (Predix.io), as may be modified by GE from time to time. The Service Documentation for Asset Performance Management (APM) includes documentation that GE provides for the APM applications and the functionality described on Customer's Order. Customer shall comply with the Predix Acceptable Use Policy found at <https://www.predix.io/legal/acceptable-use-policy> ("Acceptable Use Policy") when uploading, storing, or processing any Customer Content.

**1.2. APIs.** GE may change, discontinue, or deprecate any application program interface utilized for the Predix platform ("API") from time to time but shall use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if supporting the previous version would pose a security issue or is rendered impossible or impractical as a result of a legal or technological requirement).

**1.3. Data Security.** GE shall secure the Predix platform and APM applications hosted on Predix according to the published Data Protection Plan available at <https://www.predix.io/legal/data-protection>, as it may be updated by GE from time to time. Each Party agrees to comply with its respective obligations under the Data Protection Plan. GE may limit or otherwise restrict the ability of third party devices, including gateways, that have not been provided, approved, or certified by GE from accessing or connecting to the Predix Platform or APM applications, if in GE's opinion, such access or connection could pose a security risk or create a security vulnerability to the Hosted Services infrastructure or to other customers.

**1.4. Predix Studio.** Predix Studio provides an integrated development environment to enable development of custom software code and plugins ("Application Components") designed to run on Predix App Engine. For the term of Customer's subscription to Predix Studio, GE shall provide Customer with hosted access to Predix Studio and Predix App Engine for Customer's internal use only. As between GE and Customer, GE shall solely and exclusively own all modifications or other derivative works of Predix Studio and Predix App Engine and Customer shall retain ownership of any other Customer Content.

**1.5. Asset Answers.** The Asset Answers service uses data from multiple sources to deliver benchmarks. When you submit your data to us for benchmarking in connection with the Asset Answers service, we will anonymize your data and pool



it with other anonymized data to generate benchmarks and analytics delivered to you and other users of our service. By ordering and using this service, you consent to our use of your data in the manner described above.

## **2. Trial Offerings.**

From time to time, GE may offer Customer access to certain GE Offerings that GE designates as "beta," "evaluation," or "trial" on the Predix Web site or in Order documents ("Trial Offerings"). Trial Offerings are provided to Customer free of charge, except as otherwise specified by GE. GE may limit, suspend, or terminate Customer's license or subscription to any portion of the Trial Offerings for any reason, in GE's sole discretion, including, for example, the expiration of the Trial Offerings period, to enforce Trial Offering usage limitations, or to protect GE's services or systems. Any product or service designated "alpha," "beta," or "pre-release" is subject to change without notice, may differ substantially upon commercial release, and may have limited or no Support Services. Trial Offerings have not been fully tested and may contain defects, may lack standard security features, and may be taken offline or become unavailable without notice. Customer acknowledges that Trial Offerings may not meet all the security standards in the Data Protection Plan, and Customer is advised not to process or store any sensitive or confidential information or manage a production environment using Trial Offerings. TRIAL OFFERINGS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GE HAS NO OBLIGATION OR LIABILITY WITH RESPECT TO TRIAL OFFERINGS.

## **3. Advisory Intelligence (Hosted Service).**

**3.1. Internet Advisory Site.** As the Parties may agree in an Order, GE shall set up and/or host the internet server site ("Internet Advisory Site") to provide Customer with equipment monitoring services ("Advisory Intelligence Services") using sensor data or other parameter data provided by Customer ("Advisory Source Data"). More specifically, Advisory Intelligence Services comprises estimates of the values of Advisory Source Data, residuals of the estimates and Advisory Source Data, difference alerts statistically indicating that the Advisory Source Data is different from what the proprietary technology expects, and incident messages defined by rules applied to all the above.

**3.2. DISCLAIMER.** WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ADVISORY INTELLIGENCE SERVICES WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT, OR CONDITION OF CUSTOMER EQUIPMENT.

## **4. Gateway Devices (Hardware).**

GE has the right to remotely administer any device provided by GE pursuant to an Order for collecting and transmitting machine process data in order to provide a GE Offering ("Gateway Device"). If a Gateway Device is lost, stolen, damaged or destroyed, the Customer may order a replacement unit at the then current list price without extending the term of the Agreement with GE. Except as otherwise stated in an Order, upon termination of the applicable subscription or lease, Customer shall return the Gateway Device in accordance with GE's instructions. If specified in the Order, the Gateway Device may be provided by Customer (and not GE) and therefore shall remain the sole property and responsibility of Customer. GE shall have no warranty or other obligation with respect to Customer-provided Gateway Devices. GE has the right to remotely administer any Gateway Device and apply critical software updates, in coordination with Customer.

## **5. ThingWorx / PTC (Software).**

ThingWorx and PTC Software are licensed only for use in conjunction with, and as part of, the software application package provided by GE and may not be separated from the software application package or used on a standalone basis.

## **6. Meridium APM (Software).**

**6.1. Meridium Third Party Components (Software).** Some Meridium software add-on modules are licensed to GE by third parties under the condition that GE incorporate certain additional terms and conditions in this Agreement when providing such modules to Customer. These additional terms and conditions are stated in the Meridium Activation Schedule that accompanies the Order, and to the extent that Meridium has licensed such modules to Customer under the applicable Activation Schedule, such additional terms and conditions are deemed to be incorporated herein by reference.

## **7. Acceleration Plans (Support Services).**

**7.1. Support Services.** GE shall provide the support program and associated level of support as reflected in the applicable Order ("Support Services"). The applicable program, level of service and included or a la carte components that constitute the Support Services are further described in the Acceleration Plans Support & Services Guide and shall be acknowledged by GE (the "Support Confirmation"). Support Services may include various types of Services as described in the Acceleration Plans Support & Services Guide.

**7.2. Nature of Support Services.** Support Services may be provided independently as a GE Offering or as a required component of another GE Offering. To the extent Support Services are provided as a component part of another GE Offering, the relevant Support Services must be purchased and shall terminate when such GE Offering is terminated or shall be extended to the extent such GE Offering is extended (including any automatic renewals thereof). To the extent Support Services are associated with Software, such Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

**7.3. Support Disclaimer.** Customer acknowledges that the interpretation or application of key indicators, metrics, information, or advice provided in connection with Support Services depends on many factors outside of GE's ability to control or foresee, and therefore, Customer assumes sole responsibility for appropriate testing and validation prior to taking any action or decision. GE does not and cannot guarantee that every fault condition can be foreseen or detected or that GE will be able to provide any particular amount of advance warning of any impending fault or failure.

**7.4. Term, Renewal and Termination.**

7.4.1. Support Services Associated with Software. The Support Services subscription term will be as stated on the Confirmation. The subscription term shall be for such initial term and thereafter be renewed automatically for successive one (1) year renewal terms unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term. The renewal rate shall be increased at each renewal to reflect the annually published Consumer Price Index plus one percent (1%) over the prior period. CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

7.4.2. Reinstatement Fee. If for any reason, Customer permits the Support Services to lapse, then GE may charge a re-instatement fee as a condition to reactivating such Support Services.

7.4.3. No Right of Refund. Payment for any and all Support Services is required in advance, without right of refund for any reason.





# Acceleration Plans

from GE Digital

## Make your business outcomes a reality

With 125 years of experience building industrial solutions at scale, more than a billion dollars committed to innovative software and analytic development, and our own transformation experience, our domain experts at GE are uniquely qualified to make your digital industrial transformation a success.

In order for innovative software and cutting-edge analytics to deliver outcomes for the industrial world, companies need to rapidly get value from their technology investments. That's why product support, training, end-user adoption and outcome realization planning play a critical role.

Acceleration Plans from GE Digital make your business outcomes a reality by combining:

- Named technical and success managers that deliver rapid response
- Extensive education offerings available online 24x7
- Structured adoption readiness and outcome plans capability training
- Data and analytic health monitoring to improve KPI accuracy

## Accelerate your return on software investment

Only 15% of software installations are deemed very successful\*. Our experience shows that this is largely due to the lack of effort and expertise spent on both outcome realization and user adoption.

With your success as a priority, GE Digital has created Acceleration Plans that include the capabilities needed to accelerate ROI of your software investment.

**Partner with GE Digital to join the 15%.**

\*Consumption Economics: The New Rules Of Tech, 2011, Wood, Hewlin, Lah





		Standard	Premier	Enterprise
GENERAL SUPPORT	Contact Methods			
	Web Only	✓		
	Web & Phone		✓	✓
	24x7 Customer Community/Online Portal	✓	✓	✓
	Access to Extensive Knowledge Base	✓	✓	✓
	Maintenance and Releases	✓	✓	✓
	Initial Response			
	All Severity Levels: 1 business day	✓		
	Severity 1: 30 minutes (24x7 phone support)		✓	✓
	Severity 2: 4 business hours		✓	✓
EDUCATION	Severity 3: 8 business hours		✓	✓
	Severity 4: 1 business day		✓	✓
	Premier Predix Developer Support		✓	
	Enterprise Predix Developer Support			✓
	Test Environment Keys (for On-Premise Products)		✓	✓
	Named Technical Account Manager			✓
	Training			
	Online 24x7 Getting Started Education	✓	✓	✓
	Online 24x7 How To Education Series		✓	✓
	Online 24x7 Advanced Education Series			✓
ADOPTION SERVICES	Adoption Personnel			
	Account Health Manager		✓	✓
	Named Customer Success Manager			✓
	Adoption Management with Assigned Personnel			
	Experience Escalation Management		✓	✓
	Annual Account Health Review		✓	✓
	Quarterly Adoption/Outcomes Review			✓
	Governance/Adoption Readiness			✓
	Adoption/Outcomes Roadmap			✓
	Adoption/Outcomes Realization			✓
MANAGED SERVICES	Solution Roadmap/Release Readiness			✓
	Managed Services			
	Sensor Health Reporting			✓
	Data Quality & Connectivity Monitoring			✓

# Capabilities

## Technical Support Services

You can rely on the expertise of our technical support staff, who have an average tenure of 10 years and a 93% overall satisfaction rating. For Enterprise customers, we provide a named support professional who knows your business and is committed to quickly solving your issues.

## Adoption Services

Only 15% of software installations are deemed “very successful,” and that’s because adoption isn’t taken into consideration. Our team will help you gain a better understanding of your organization's ability to adopt our software with our readiness assessment. To help you drive value quickly, our success managers build outcome realization plans and provide governance during execution.

## Education Services

With 24 x 7 online access to getting started, how to, and advanced best practices training, your team will be able to progress through solution onboarding and gain technical proficiency quickly, taking their performance to a higher level.

## Managed Services

Move from reactive to proactive operations and maintenance by leveraging our Managed Services, which continuously monitor your data connectivity and data feed quality. Our team can help anticipate issues before they occur and provide regular sensor health reports on your data infrastructure to help you play offense and minimize unplanned downtime.



**GE Digital's customers** with complicated enterprise level installations have achieved an ROI within eight months by leveraging Acceleration Plans.



# Benefits

- Maximize value out of your software investment from GE Digital immediately with our bundled plans
- Minimize potential equipment downtime with our 30-minute rapid response to technical issues
- Accelerate your time-to-value from your software investment with our adoption services capabilities
- Ensure your team is utilizing software best practices and all solution features with access to our on-demand training modules
- Make better, faster business decisions based on quality data with our continuous monitoring of data connectivity, data feed quality, and sensor health

**Rely on our world-class support and maintenance, training, and Adoption and Managed Services to maximize the value of your software investments and drive digital industrial transformation.**

[LEARN MORE](#)

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-04-003

**ACCEPTING BLUE CROSS HEALTH INSURANCE RENEWAL RATES**

**WHEREAS**, the Niagara Falls Water Board offers health insurance as an employee benefit, with the Blue Cross plans offered based on the plans negotiated with its Unionized workforce; and

**WHEREAS**, the health insurance plans renew on June 1 each year; and

**WHEREAS**, Water Board staff have worked with broker Crown Benefits Group, Inc., to negotiate the renewal of the health insurance plans, and Highmark Blue Cross Blue Shield of Western New York has agreed to continue offering its plans to the Water Board with an overall rate increase of 1.2%, for the June 1, 2022 to May 31, 2023 plan year;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Niagara Falls Water Board hereby authorizes the Executive Director to accept the Blue Cross renewal rates with an overall 1.2% increase for the June 1, 2022 to May 31, 2023 plan year.

*Water Board Personnel Responsible for Implementation of this Resolution:*  
Executive Director

*Water Board Budget Line or Capital Plan Item with Funds for this Resolution:*  
Budget Lines: 0860.000 (For Each Department)  
Budget Lines Supplied by: B. Majchrowicz  
Available Funds Confirmed by: B. Majchrowicz

On April 25, 2022, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[   ]	[   ]	[   ]	[   ]
Board Member Kimble	[   ]	[   ]	[   ]	[   ]
Board Member Larkin	[   ]	[   ]	[   ]	[   ]
Board Member Leffler	[   ]	[   ]	[   ]	[   ]
Chairman Forster	[   ]	[   ]	[   ]	[   ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board

## Rate Development Sheet

**Group Name:** Niagara Falls Water Board  
**Funding:** Prospective  
**Effective Date:** 6/1/2022 - 5/31/2023

**# of Members in Group:** 338  
**# of Subscribers in Group:** 174  
**Quote ID:** 0026556-01

Plan Name: Niagara Falls Water Board				
	Medical	Annual Rx	Total	PMPM Total
<b>Trend</b>				
Annual Trend	8.2%	6.3%		
Months of Trend	17.00	17.00		
Effective Trend	1.118	1.090		
<b>Experience Period: 01/01/2021 - 12/31/2021</b>				
Experience Period Member Months	4,030	4,030		
Incurred Claims	\$2,254,090	\$1,150,737	\$3,404,826	\$844.87
Pooled Claims	(\$929,665)	\$0	(\$929,665)	(\$230.69)
Incurred Claims after Pooling	\$1,324,425	\$1,150,737	\$2,475,162	\$614.18
Benefit Adjustment	0.992	0.996		
Other Adjustment <sup>(1)</sup>	1.000	1.000		
Effective Trend Adjustment	1.118	1.090		
Adjusted Experience	\$1,469,364	\$1,249,866	\$2,719,229	\$674.75
Adjusted Experience PMPM	\$364.61	\$310.14	\$674.75	
Projected Member Months	4,056	4,056		
Projected Experience	\$1,478,843	\$1,257,929	\$2,736,773	\$674.75
Projected Demographic Claims	\$1,958,609	\$1,496,974	\$3,455,583	\$851.97
Projected Experience - Prior Year	\$1,973,280	\$1,197,829	\$3,171,110	\$781.83
Experience Credibility	74.8%	74.8%		
Demographic Credibility	25.2%	25.2%		
Experience Credibility - Prior Year	0.0%	0.0%		
Blended Claims	\$1,599,905	\$1,318,249	\$2,918,154	\$719.47
Covered Lives Assessment <sup>(2)</sup>	\$8,815		\$8,815	\$2.17
Pooling Charge @ \$125,000	\$262,224	N/A	\$262,224	\$64.65
Total Projected Claims	\$1,870,945	\$1,318,249	\$3,189,193	\$786.29
Administrative Expenses	\$212,250	\$3,132	\$215,382	\$53.10
Risk Charge	\$74,100	\$47,002	\$121,101	\$29.86
Contribution to Reserves	\$22,119	\$14,030	\$36,150	\$8.91
PPACA Premium Tax	\$0	\$0	\$0	\$0.00
Retention <sup>(3)</sup>	\$308,469	\$64,164	\$372,634	\$91.87
Broker Commission	\$32,515	\$20,625	\$53,140	\$13.10
<b>Renewal Action</b>				
Required Annual Premium <sup>(4)</sup>	\$2,211,930	\$1,403,037	\$3,614,967	\$891.26
Current Premium based on contracts @ 12/31/2021	\$2,090,214	\$1,480,531	\$3,570,745	\$880.36
Renewal Rate Action - Percent Change	5.8%	-5.2%	1.2%	1.2%
<b>Applied Rate Action</b>	<b>5.8%</b>	<b>-5.2%</b>	<b>1.2%</b>	<b>1.2%</b>

<sup>(1)</sup> Other Adjustment includes IVF Mandate and Mental Health/Substance Usage Disorder Cost Share Mandate

<sup>(2)</sup> Including Graduate Medical Education (GME)

<sup>(3)</sup> Retention includes Administrative Expenses, Risk Charge, Contribution to Reserves, and PPACA Premium Tax

<sup>(4)</sup> Total Projected Claims + Retention + Broker Commission

Highmark Blue Cross Blue Shield of Western New York is trade name of Highmark Western and Northeastern New York Inc., an independent licensee of the Blue Cross Blue Shield Association. BlueCross, BlueShield and the Cross and Shield symbols are registered trademarks of the BlueCross BlueShield Association.

## Fully Insured Rate Exhibit Niagara Falls Water Board

<b>Group / Class:</b>	00401952 / OT03	<b>Total Members in Group:</b>	338
<b>Funding:</b>	Prospective	<b>Total Subscribers in Group:</b>	174
<b>Effective Date:</b>	6/1/2022 - 5/31/2023	<b>Quote ID:</b>	0026556-01
<b>Tracking Number:</b>	321012JA	<b>Benefit Administration:</b>	Calendar

### Product Name PPO 800

Tier Rates	Subscribers as of 12/31/2021	Medical	Rx	Total
Employee Only	29	\$549.54	\$444.97	\$994.51
Family	80	\$1,535.36	\$1,048.16	\$2,583.52
<b>Total Monthly Premium</b>				<b>\$235,522.39</b>
<b>Total Annual Premium</b>				<b>\$2,826,268.68</b>

Benefits			
Medical	In Network	Out Of Network	Drug
Embedded Deductible	N/A	\$250 / \$500	Prescription Copay: \$1/\$1/\$1
Coinsurance	N/A	20%	Unmanaged
Embedded OOP Max	\$6,350 / \$12,700	\$2,000 / \$4,000	No MPTD
<b>Supplemental</b>			
PCP/Specialist Copay: \$10	\$0 PCP copay for dependents < 19		Prosthetic & Orthotic Appliances: 20%
Inpatient Copay: \$0	\$0 copay for X-ray, Lab, and Imaging		Durable Medical Equipment: Covered in Full
Outpatient Copay: \$0			Domestic Partner with Children
Emergency Room Copay: \$35			
Ambulance Copay: \$0			
Urgent Care Copay: \$35			

### BlueCross BlueShield of Western New York Assumptions and Conditions

- The quoted rates are valid for a Total Replacement Basis only and reflect all New York State and Federal mandates.
- Enrollment or premium variations greater than +/- 10% are subject to Underwriting review.
- Rates may be adjusted due to federal and state law changes. Rates are only valid if Health and Rx are packaged together.
- The quoted rates are valid only if employer contributes between 50% and 100% of total premium.
- The assumptions and conditions are superceded by the Group Agreement. The rates and terms of this proposal are strictly confidential.
- The quoted rates include broker commission of approximately 1.47%, according to our Standard Commission Scale.
- We believe this plan design meets the Minimum Value requirement under the Affordable Care Act. However this does not constitute as a representation or guarantee. We recommend that you consult with your own medical, insurance, financial and/or legal advisors.
- The Affordable Care Act imposes a Patient-Centered Outcomes Research Institute fee which helps to fund research on the comparative effectiveness of medical treatments conducted by the new Patient-Centered Outcomes Research Institute (PCORI). This fee is included in the above rates.
- The Affordable Care Act imposes a health insurance premium tax on fully insured groups and is included in the above rates. A tax rate of 0% is assumed for policy months in 2021 and 2022.

### Rate Acceptance

Total Employees:	_____	Total Eligible Employees:	_____
Group Signature:	_____	Date:	_____
Underwriting:	_____	Date:	_____

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## Fully Insured Rate Exhibit Niagara Falls Water Board

<b>Group / Class:</b>	11443032 / 0001	<b>Total Members in Group:</b>	338
<b>Funding:</b>	Prospective	<b>Total Subscribers in Group:</b>	174
<b>Effective Date:</b>	6/1/2022 - 5/31/2023	<b>Quote ID:</b>	0026556-01
<b>Tracking Number:</b>	319438JA	<b>Benefit Administration:</b>	Fiscal

Product Name POS 7100				
Tier Rates	Subscribers as of 12/31/2021	Medical	Rx	Total
Employee Only	36	\$382.74	\$192.21	\$574.95
Family	28	\$1,052.34	\$440.33	\$1,492.67
<b>Total Monthly Premium</b>				<b>\$62,492.96</b>
<b>Total Annual Premium</b>				<b>\$749,915.52</b>

Benefits			
Medical	In Network	Out Of Network	Drug
True Family Deductible	\$1,500 / \$3,000	\$1,500 / \$3,000	Prescription Copay: \$10/\$30/\$50
Coinsurance	N/A	30%	Rx Subject to Medical Deductible
Embedded OOP Max	\$5,000 / \$10,000	\$10,000 / \$20,000	Mail Order Copay for 90 day supply: 2.5 Managed
<b>Supplemental</b>			
PCP/Specialist Copay: \$30 after deductible	100 Provider Network		Account: HRA
Inpatient Copay: \$250 after deductible	\$0 PCP copay for dependents < 19 after deductible		Prosthetic & Orthotic Appliances: 50% after deductible
Outpatient Copay: \$75 after deductible	Wellness Card: \$250		Domestic Partner with Children
Emergency Room Copay: \$100 after deductible			
Ambulance Copay: \$100 after deductible			
Urgent Care Copay: \$35 after deductible			

BlueCross BlueShield of Western New York Assumptions and Conditions	
<ul style="list-style-type: none"> <li>The quoted rates are valid for a Total Replacement Basis only and reflect all New York State and Federal mandates.</li> <li>Enrollment or premium variations greater than +/- 10% are subject to Underwriting review.</li> <li>Rates may be adjusted due to federal and state law changes. Rates are only valid if Health and Rx are packaged together.</li> <li>The quoted rates are valid only if employer contributes between 50% and 100% of total premium.</li> <li>The assumptions and conditions are superceded by the Group Agreement. The rates and terms of this proposal are strictly confidential.</li> <li>The quoted rates include broker commission of approximately 1.47%, according to our Standard Commission Scale.</li> <li>We believe this plan design meets the Minimum Value requirement under the Affordable Care Act. However this does not constitute as a representation or guarantee. We recommend that you consult with your own medical, insurance, financial and/or legal advisors.</li> <li>The Affordable Care Act imposes a Patient-Centered Outcomes Research Institute fee which helps to fund research on the comparative effectiveness of medical treatments conducted by the new Patient-Centered Outcomes Research Institute (PCORI). This fee is included in the above rates.</li> <li>The Affordable Care Act imposes a health insurance premium tax on fully insured groups and is included in the above rates. A tax rate of 0% is assumed for policy months in 2021 and 2022.</li> </ul>	

Rate Acceptance	
Total Employees: _____	Total Eligible Employees: _____
Group Signature: _____	Date: _____
Underwriting: _____	Date: _____

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## Fully Insured Rate Exhibit Niagara Falls Water Board

<b>Group / Class:</b>	00401952 / OT01	<b>Total Members in Group:</b>	338
<b>Funding:</b>	Prospective	<b>Total Subscribers in Group:</b>	174
<b>Effective Date:</b>	6/1/2022 - 5/31/2023	<b>Quote ID:</b>	0026556-01
<b>Tracking Number:</b>	320033JA	<b>Benefit Administration:</b>	Calendar

Product Name Trad 901						
Tier Rates	Subscribers as of 12/31/2021	Hospital	Medical Select	Major Medical	Rx	Total
Employee Only	0	\$524.45	\$311.80	\$191.86	\$327.05	\$1,355.16
Family	1	\$1,182.56	\$703.07	\$432.62	\$914.10	\$3,232.35
<b>Total Monthly Premium</b>						<b>\$3,232.35</b>
<b>Total Annual Premium</b>						<b>\$38,788.20</b>

Benefits			
Hospital		Drug	
Deductible	N/A	Prescription Copay: \$1/\$5/100% Mail Order Copay for 90 day supply: 2 Unmanaged No MPTD	
		Medical Select	Major Medical: \$50 Ded without Drug
		Ambulatory Coverage	Domestic Partner with Children

BlueCross BlueShield of Western New York Assumptions and Conditions	
<ul style="list-style-type: none"> <li>The quoted rates are valid for a Total Replacement Basis only and reflect all New York State and Federal mandates.</li> <li>Enrollment or premium variations greater than +/- 10% are subject to Underwriting review.</li> <li>Rates may be adjusted due to federal and state law changes. Rates are only valid if Health and Rx are packaged together.</li> <li>The quoted rates are valid only if employer contributes between 50% and 100% of total premium.</li> <li>The assumptions and conditions are superceded by the Group Agreement. The rates and terms of this proposal are strictly confidential.</li> <li>The quoted rates include broker commission of approximately 1.47%, according to our Standard Commission Scale.</li> <li>We believe this plan design meets the Minimum Value requirement under the Affordable Care Act. However this does not constitute as a representation or guarantee. We recommend that you consult with your own medical, insurance, financial and/or legal advisors.</li> <li>The Affordable Care Act imposes a Patient-Centered Outcomes Research Institute fee which helps to fund research on the comparative effectiveness of medical treatments conducted by the new Patient-Centered Outcomes Research Institute (PCORI). This fee is included in the above rates.</li> <li>The Affordable Care Act imposes a health insurance premium tax on fully insured groups and is included in the above rates. A tax rate of 0% is assumed for policy months in 2021 and 2022.</li> </ul>	

Rate Acceptance	
Total Employees: _____	Total Eligible Employees: _____
Group Signature: _____	Date: _____
Underwriting: _____	Date: _____

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<b>Group / Class:</b>	11443032 / 0001	<b>Total Members in Group:</b>	338
<b>Funding:</b>	Prospective	<b>Total Subscribers in Group:</b>	174
<b>Effective Date:</b>	6/1/2022 - 5/31/2023	<b>Quote ID:</b>	0026556-01
<b>Tracking Number:</b>	320476JA	<b>Benefit Administration:</b>	Calendar

<b>Product Name</b>	<b>POS 150D - No enrollment</b>
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Tier Rates	Medical	Rx	Total
Employee Only	\$454.04	\$261.94	\$715.98
Family	\$1,248.39	\$600.08	\$1,848.47

Benefits				
Medical	In Network	Out Of Network	Drug	
Embedded Deductible	\$500 / \$1,000	\$1,000 / \$2,000	Prescription Copay: \$10/\$30/\$50	
Coinsurance	20%	30%	Rx Not Subject to Medical Deductible	
Embedded OOP Max	\$1,000 / \$2,000	\$5,000 / \$10,000	Mail Order Copay for 90 day supply: 2.5	
			Managed	
			Supplemental	
PCP/Specialist Copay: \$30			100 Provider Network	Maternity Waiver
Inpatient Copay: 20% after deductible			Prosthetic & Orthotic Appliances: 50% after deductible	Durable Medical Equipment: 50% after deductible
Outpatient Copay: 20% after deductible				Domestic Partner with Children
Emergency Room Copay: \$75 after deductible				
Ambulance Copay: \$75 after deductible				
Urgent Care Copay: \$30				

<b>BlueCross BlueShield of Western New York Assumptions and Conditions</b>
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- The quoted rates are valid for a Total Replacement Basis only and reflect all New York State and Federal mandates.
- Enrollment or premium variations greater than +/- 10% are subject to Underwriting review.
- Rates may be adjusted due to federal and state law changes. Rates are only valid if Health and Rx are packaged together.
- The quoted rates are valid only if employer contributes between 50% and 100% of total premium.
- The assumptions and conditions are superceded by the Group Agreement. The rates and terms of this proposal are strictly confidential.
- The quoted rates include broker commission of approximately 1.47%, according to our Standard Commission Scale.
- We believe this plan design meets the Minimum Value requirement under the Affordable Care Act. However this does not constitute as a representation or guarantee. We recommend that you consult with your own medical, insurance, financial and/or legal advisors.
- The Affordable Care Act imposes a Patient-Centered Outcomes Research Institute fee which helps to fund research on the comparative effectiveness of medical treatments conducted by the new Patient-Centered Outcomes Research Institute (PCORI). This fee is included in the above rates.
- The Affordable Care Act imposes a health insurance premium tax on fully insured groups and is included in the above rates. A tax rate of 0% is assumed for policy months in 2021 and 2022.

<b>Rate Acceptance</b>
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Total Employees:	_____	Total Eligible Employees:	_____
Group Signature:	_____	Date:	_____
Underwriting:	_____	Date:	_____

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NIAGARA FALLS WATER BOARD RESOLUTION # 2022-04-004

**AUTHORIZING PAYMENT OF CYBER INSURANCE RENEWAL PREMIUM**

**WHEREAS**, in recent years the Niagara Falls Water Board has maintained a cyber insurance policy to mitigate the risk to the Water Board and its ratepayers of an attack on its information technology infrastructure and to provide for expert assistance in recovering in the event of such an attack; and

**WHEREAS**, external developments have resulted in fewer carriers being willing to write new cyber insurance business and driven an increase in the premiums for such coverage;

**WHEREAS**, the Water Board's insurance broker USI sought competitive quotes from eight carriers for renewal of the Water Board's cyber insurance policy; and

**WHEREAS**, the only carrier that submitted a quote was the current carrier, Chubb, which has offered to renew the existing policy for a premium of \$18,279;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Niagara Falls Water Board hereby authorizes the Executive Director to pay the Chubb Cyber Enterprise Risk Management Policy premium of \$18,279 for renewal of that insurance coverage for the April 24, 2022 to April 24, 2023 policy period.

*Water Board Personnel Responsible for Implementation of this Resolution:*  
Executive Director

*Water Board Budget Line or Capital Plan Item with Funds for this Resolution:*  
Budget Lines: FA.8310.0001.0433.000 Liability Insurance  
GA.8110.0001.0433.000 Liability Insurance  
Budget Lines Supplied by: B. Majchrowicz  
Available Funds Confirmed by: B. Majchrowicz

On April 25, 2022, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[   ]	[   ]	[   ]	[   ]
Board Member Kimble	[   ]	[   ]	[   ]	[   ]
Board Member Larkin	[   ]	[   ]	[   ]	[   ]
Board Member Leffler	[   ]	[   ]	[   ]	[   ]
Chairman Forster	[   ]	[   ]	[   ]	[   ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board

## Chubb Cyber Enterprise Risk Management Policy

<b>Maximum Single Limit of Insurance</b>	<b>\$1,000,000</b>	<b>Premium</b>	<b>\$18,279</b>
<b>Maximum Policy Aggregate Limit of Insurance</b>	<b>\$1,000,000</b>	<b>Surcharges/Assessments/Taxes</b>	<b>\$0.00</b>
<b>Policy Period Premium</b>			<b>\$18,279.00</b>

Optional Extended Reporting Period: 12 months for 100% of last annual premium

### First Party Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
<input checked="" type="checkbox"/>	Cyber Incident Response Fund			
	Cyber Incident Response Team	\$1,000,000/\$1,000,000	\$25,000	\$0
	Non-Panel Response Provider	\$500,000/\$500,000	\$25,000	\$25,000
<input checked="" type="checkbox"/>	Business Interruption Loss and Extra Expense	\$1,000,000/\$1,000,000	\$25,000/12 Hours	N/A
<input checked="" type="checkbox"/>	Contingent Business Interruption Loss and Extra Expense			
	Unscheduled Providers	\$1,000,000/\$1,000,000	\$25,000/18 Hours	N/A
	Scheduled Providers	N/A	N/A	N/A
<input checked="" type="checkbox"/>	Digital Data Recovery	\$1,000,000/\$1,000,000	\$25,000	N/A
<input checked="" type="checkbox"/>	Network Extortion	\$1,000,000/\$1,000,000	\$25,000	N/A

### Third Party Liability Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Claim/Aggregate	Retention Each Claim	Retroactive Date	Pending or Prior Proceedings Date
<input checked="" type="checkbox"/>	Cyber Privacy, Network and Security Liability	\$1,000,000/\$1,000,000	\$25,000	Full Prior Acts	04-24-2020
	Payment Card Loss	\$250,000/\$250,000	\$25,000	Full Prior Acts	04-24-2020
	Regulatory Proceedings	\$1,000,000/\$1,000,000	\$25,000	Full Prior Acts	04-24-2020
<input checked="" type="checkbox"/>	Electronic, Social, and Printed Media Liability	\$1,000,000/\$1,000,000	\$25,000	Full Prior Acts	04-24-2020

### Cyber Other Terms and Conditions

Coverage	Retention	Coinsurance	Limit
Ransomware Encounter	\$25,000	0%	\$1,000,000
Widespread Severe Known Vulnerability Exploit	\$25,000	0%	\$1,000,000
Widespread Software Supply Chain Exploit	\$25,000	0%	\$1,000,000
Widespread Severe Zero Day Exploit	\$25,000	0%	\$1,000,000
All Other Widespread Events	\$25,000	0%	\$1,000,000

## Cyber Neglected Software Exploit Coverage Terms and Conditions

Period of Neglect	Coinsurance	Limit
0-45 days	0%	\$1,000,000
46-90 days	0%	\$750,000
91-180 days	5%	\$500,000
181-365 days	10%	\$250,000
366+ days	25%	\$100,000

Other Notes about this option

## Subjectivities

Chubb hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met.

Please Note the Following for the Terrorism Risk Insurance Act:

Coverage for acts of terrorism is included in your policy. The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

## The Following Notices will be added to the basic contract(s)

Title	Form Number
Policyholder Notice Commercial Lines Deregulation NYFTZ	ALL-52341 (08/19)
Cyber Service Solutions	-1701 (02/91)
Chubb Producer Compensation Practices & Policies	ALL-20887a (03/16)
Policyholder Notice Cyber Services for Loss Mitigation	PF-48260 (10/16)
Policyholder Notice Cyber Services for Incident Response	PF-48259 (02/19)
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	PF-17914a (04/16)
Trade or Economic Sanctions Endorsement	PF-46422 (07/15)
Policyholder Disclosure Notice Of Terrorism Insurance Coverage	TR-19606e (08/20)
Cap On Losses From Certified Acts Of Terrorism	PF-45354 (02/19)
Signatures	CC-1k11j (03/21)

## The Following Endorsement(s) will added to the basic contract(s)

Title	Form Number
Additional Insured – Blanket Pursuant to a Contract – Cyber ERM	PF-48155 (02/19)
Hardware or Equipment Replacement Endorsement	PF-49492 (02/19)
Period of Restoration - Fill In	PF-48160 (02/19)
Period Of Restoration:	
Period Of Restoration (Numeric): 120	
Extended Reporting Period Election Time Period Endorsement	PF-49460 (02/19)
Days In Number: 60	
Days In Words: Sixty	
Conduct Exclusion Amended – Final, Non-Appealable Adjudication	PF-49491 (02/19)

Application Amended	PF-49452 (02/19)
Preventative Shutdown	PF-49501 (02/19)
Restoration Days: 14	
Non-Malicious Computer Act – System Failure – Business Interruption and Contingent Business Interruption - Sublimit	PF-48275 (02/19)
Business Interruption Loss from System Failure:	
Each Cyber Incident Limit: \$1,000,000	
Aggregate Limit for all Cyber Incidents: \$1,000,000	
Each Cyber Incident Retention: \$25,000	
BI Waiting Period: 10 Hours	
Contingent Business Interruption Loss from System Failure:	
Each Cyber Incident Limit: \$250,000	
Aggregate Limit for all Cyber Incidents: \$250,000	
Each Cyber Incident Retention: \$25,000	
CBI Waiting Period: 10 Hours	
Termination Amended - Non Cancelable Except Nonpayment of Premium	PF-48340 (10/16)
Duty To Defend A Regulatory Proceeding	PF-49445 (02/19)
General Amendatory Endorsement	PF-54812 (06/21)
Ransomware Encounter Endorsement	PF-54814 (06/21)
Widespread Event Endorsement	PF-54815 (08/21)
Neglected Software Exploit Endorsement	PF-54813 (06/21)
Musical Work Or Composition Exclusion Endorsement	PF-56258 (02/22)
Amendatory Endorsement – New York Free Trade Zone	PF-48604(06/19)
Amendatory Endorsement – New York Free Trade Zone – Small Business	PF-48775(02/17)

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-04-005

**AUTHORIZING PAYMENT FOR HI-VAC SEWER CLEANING TRUCK REPAIRS**

**WHEREAS**, in 2017 the Niagara Falls Water Board purchased a Hi-Vac brand combination sewer cleaning truck on a Freightliner chassis from Hi-Vac dealer Tracey Road Equipment; and

**WHEREAS**, the 2017 Hi-Vac truck now requires a number of repairs to restore it to full service following wear-and-tear and damage during use; and

**WHEREAS**, Tracey Road Equipment, providing Hi-Vac authorized service, has presented a quote in the amount of \$16,585.40 to complete all necessary repairs;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Niagara Falls Water Board hereby authorizes payment to Tracey Road Equipment up to \$16,585.40 for repairs to its Hi-Vac sewer cleaning truck.

*Water Board Personnel Responsible for Implementation of this Resolution:*  
Executive Director

*Water Board Budget Line or Capital Plan Item with Funds for this Resolution:*  
GA 0444.000 Repair Of Equipment

On April 21, 2022, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[    ]	[    ]	[    ]	[    ]
Board Member Kimble	[    ]	[    ]	[    ]	[    ]
Board Member Larkin	[    ]	[    ]	[    ]	[    ]
Board Member Leffler	[    ]	[    ]	[    ]	[    ]
Chairman Forster	[    ]	[    ]	[    ]	[    ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board



## ESTIMATE FOR REPAIRS

NAME	UNIT#	DATE	P.O.#	WORK ORDER #
Niagara Falls Water Board		4/21/2022		R105014251

SOLD	STOCK	MAKE	MODEL
		Freightliner	108 SD

ORIGINAL	ADDITIONAL	VIN #	Mileage
Org. pg. 1		1FVHG5FE1JHJP7422	23365

<p>This estimate is based on our inspection and does not cover additional parts of labor which may be required after the work has commenced. Worn or damaged parts which are not evident on first inspection may be discovered. Naturally, this estimate can not cover such contingencies. Parts prices are subject to change without notice. This estimate is intended for immediate acceptance and is good for 30 days.</p> <p>WORK AUTHORIZED BY: _____</p>	LABOR =		\$5,885.00
	PARTS	=	\$10,062.50
	SUBTOTAL	=	\$15,947.50
	SHOP SUPPLIES		\$637.90
	Estimate Total =		\$16,585.40

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-04-006

**AUTHORIZING SHIMADZU SERVICE AGREEMENT**

**WHEREAS**, various instruments at the Water Treatment Plant laboratory were manufactured by Shimadzu Scientific Instruments, Inc.; and

**WHEREAS**, the Water Board desires to purchase a service agreement and warranty to maintain this costly equipment in good working order; and

**WHEREAS**, Shimadzu offers a manufacturer's three-year service agreement at a 20% discount, and will permit payment for the service agreement in annual installments;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Executive Director hereby is authorized to enter into a service agreement with Shimadzu Scientific Instruments, Inc., for the period from March 27, 2022 through March 26, 2025, and to issue annual payments of \$32,396.80 toward the total price of \$97,190.40.

*Water Board Personnel Responsible for Implementation of this Resolution:*  
Executive Director

*Water Board Budget Line or Capital Plan Item with Funds for this Resolution:*  
FA 0449.599 Undesignated Services

On April 21, 2022, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[    ]	[    ]	[    ]	[    ]
Board Member Kimble	[    ]	[    ]	[    ]	[    ]
Board Member Larkin	[    ]	[    ]	[    ]	[    ]
Board Member Leffler	[    ]	[    ]	[    ]	[    ]
Chairman Forster	[    ]	[    ]	[    ]	[    ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.  
 62 Forest Street  
 Suite 110  
 MARLBOROUGH, MA 01752  
 Phone: 508-573-3440 Fax: 800-590-0797

SA NUMBER 0000105155  
 Customer Number B0000024  
 Type Quote

**Location of Equipment**

NIAGARA FALLS WATER BOARD  
 5815 BUFFALO AVE  
 WATER TREATMENT PLANT  
 NIAGARA FALLS, NY 14304-3832

**Contact:** PATRICK FAMA  
**Phone:** 716-283-9770

**Billing Address**

B0000024

Niagara Falls Water Board  
 5815 BUFFALO AVE  
 WATER TREATMENT PLANT  
 NIAGARA FALLS, NY 14304-3832

<b><u>Model</u></b>	<b><u>Serial Number</u></b>	<b><u>Coverage Plan</u></b>	<b><u>Coverage Price</u></b>
GC-2010 PLUS AF 115V	C11804906008	EXTENDED WARRANTY PLUS	\$7,170.00
AOC-20I, WITH POWER SUPPLY, GC-2010	C11314917006	EXTENDED WARRANTY PLUS	\$1,656.00
AOC-20I, WITH POWER SUPPLY, GC-2010	C11314917031	EXTENDED WARRANTY PLUS	\$1,656.00
AOC-20S, GC-17/GC-2010/GC-2014,	C11514908008	EXTENDED WARRANTY PLUS	\$1,212.00
SPL FOR GC-2010 PLUS, 115V		EXTENDED WARRANTY PLUS	\$2,793.00
GCMS-QP2010 S W/O Rotary Pump	O20384950332	EXTENDED WARRANTY PLUS	\$18,078.00
AOC-20I, WITH POWER SUPPLY, GC-2010	C11314917391	EXTENDED WARRANTY PLUS	\$1,656.00
AOC-20S, GC-17/GC-2010/GC-2014,	C11514908093	EXTENDED WARRANTY PLUS	\$1,212.00
TOC-LCPH	H54214900323	EXTENDED WARRANTY PLUS	\$11,013.00
ASI-L for 9 or 40 mL Vials (Requires 9 or 40 mL rack)	H57114900277	EXTENDED WARRANTY PLUS	\$2,919.00
ICPMS-2030 Mass Spectrometer	B42245400075	EXTENDED WARRANTY PLUS	\$50,535.00
AS-10 Autosampler	B46445400181	EXTENDED WARRANTY PLUS	\$2,004.00
Cooling Water Circulator for ICPE-9800, ICPMS-2030		EXTENDED WARRANTY PLUS	\$1,503.00
ECD-2010Plus Cell Int'l/Domestic w 63Nickel	SS2154	EXTENDED WARRANTY PLUS	\$5,727.00
ECD-2010Plus Cell Int'l/Domestic w 63Nickel	SS2153	EXTENDED WARRANTY PLUS	\$5,727.00
ECD-2010Plus Cell Int'l/Domestic w 63Nickel	SS2392	EXTENDED WARRANTY PLUS	\$5,727.00
CONTRACT TRAVEL		Travel Zone A (0-100 miles)	\$720.00
		SUBTOTAL:	\$121,308.00
		DISCOUNT:	\$24,117.60
		TOTAL PRICE:	\$97,190.40

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.  
 62 Forest Street  
 Suite 110  
 MARLBOROUGH, MA 01752  
 Phone: 508-573-3440 Fax: 800-590-0797

SA NUMBER 0000105155  
 Customer Number B0000024  
 Type Quote

Shimadzu Contact: Amy Flood / alflood@shimadzu.com or NATServiceRequest@Shimadzu.com

Renewal  
 ECD's SS2154, SS2153 and SS2392 are covered under this agreement.  
 RENEWAL:  
 THREE YEAR EXTENDED WARRANTY PLUS PM AGREEMENT. INCLUDES 1 PPM EACH YEAR..  
 20% discount included  
 Payment terms Annual at \$32,396.80 per year  
 Customer will issue a new PO each year.  
 Contact: Patrick Fama / 716-283-9770 / pfama@nfwb.org

**PRICES WILL REMAIN IN EFFECT FOR 30 DAYS FROM THE QUOTATION DATE**

REGION		EFFECTIVE DATES		Purchase Order:
25NAT		3/27/2022 - 3/26/2025		
SHIMADZU SCIENTIFIC INSTRUMENTS, INC.			CUSTOMER	
SUBMITTED BY: _____			APPROVED BY: _____	
DATE SUBMITTED: _____			TITLE: _____	
AUTHORIZED BY: _____			DATE APPROVED _____	
DATE AUTHORIZED: _____				

NOTE: Please sign and return this quote with hard copy of the Purchase Order for processing.

The description of the terms & conditions are provided on the attached sheets. Through signature and/or purchase order, buyer agrees to comply with these terms & conditions