

TOWN OF HECTOR
GENERAL FUND - TOWNWIDE
ABSTRACT SUMMARY

Total Claims: \$7,893.71**05/10/22****Number 005**

Account	Title	Current Balance	Current Total Claims	New Balance
A1010.4	TOWN BOARD/CONTRACTUAL	2,425.00	150.00	2,275.00
A1110.4	TOWN JUSTICE/ CONTRACTUAL EXP	7,079.49	57.18	7,022.31
A1220.4	SUPERVISOR/CONTRACTUAL EXP	5,751.23	444.11	5,307.12
A1410.4	TOWN CLERK/TAX	3,684.71	461.69	3,223.02
A1420.4	ATTORNEY - CONTRACTUAL	3,000.00	60.00	2,940.00
A1620.4	TOWN HALL BLDG-SHARED	16,815.98	1,852.93	14,963.05
A3310.41	TRAFFIC CONTROL - SIGNS ONLY	3,000.00	887.52	2,112.48
A5132.21	GARAGE - EQUIPMENT/HAND TOOLS	2,031.68	49.45	1,982.23
A5132.4	GARAGE - CONTRACTUAL	14,133.12	981.31	13,151.81
A5182.4	STREET LIGHTING - CONTRACTUAL	1,519.34	35.70	1,483.64
A7110.2	SMITH PARK/EQUIPMENT	2,000.00	99.99	1,900.01
A7110.4	SMITH PARK/CONTRACTUAL	14,980.57	1,576.84	13,403.73
A8160.4	REFUSE AND RECYCLING -	14,419.36	1,195.55	13,223.81
A8389.4	WATER DISTRICT EXTENSION	0.00	41.44	-41.44

TOWN OF HECTOR
GENERAL FUND - PART TOWN
ABSTRACT SUMMARY

Total Claims: \$2,071.96**05/10/22****Number 005**

Account	Title	Current Balance	Current Total Claims	New Balance
B1420.4	ATTORNEY - CONTRACTUAL	3,000.00	1,350.00	1,650.00
B3620.2	CODE ENFORCE.OFFICER/EQUIPMENT	750.00	439.44	310.56
B3620.4	CODE ENFORCEMENT	2,751.88	180.80	2,571.08
B8020.4	PLANNING - CONTRACTUAL	2,000.00	36.92	1,963.08
B8090.41	Sustainability Committee	0.00	64.80	-64.80

**TOWN OF HECTOR
HIGHWAY FUND - TOWNWIDE
ABSTRACT SUMMARY**

Total Claims: \$34,791.57**05/10/22****Number 005**

Account	Title	Current Balance	Current Total Claims	New Balance
DA5130.4	MACHINERY - CONTRACTUAL	105,729.69	15,046.57	90,683.12
DA600	ACCOUNTS PAYABLE	0.00	19,745.00	-19,745.00

**TOWN OF HECTOR
HIGHWAY FUND - PART TOWN
ABSTRACT SUMMARY**

Total Claims: \$13,338.44**05/10/22****Number 005**

Account	Title	Current Balance	Current Total Claims	New Balance
DB5110.4	GENERAL REPAIRS - CONTRACTUAL/REG	91,064.87	580.99	90,483.88
DB5110.43	CONTR/JOLLY ROAD MINE	1,700.00	75.00	1,625.00
DB5110.44	CONTRACTURAL - FUEL	65,000.00	12,274.89	52,725.11
DB9089.8	Other Benefits (Uniforms, Boots,	4,447.00	407.56	4,039.44

**TOWN OF HECTOR
WATER DISTRICT
ABSTRACT SUMMARY**

Total Claims: \$9,788.39**05/10/22****Number 005**

Account	Title	Current Balance	Current Total Claims	New Balance
SW8310.4	WATER ADMINISTRATION -	12,214.68	1,045.78	11,168.90
SW8320.4	SOURCE OF SUPPLY - CONTRACTUAL	15,964.78	3,758.93	12,205.85
SW8330.4	PURIFICATION - CONTRACTUAL	32,552.79	915.70	31,637.09
SW8340.4	CONTRACTUAL	29,099.82	4,067.98	25,031.84

**TOWN OF HECTOR
TRUST & AGENCY
ABSTRACT SUMMARY**

Total Claims: \$16,530.38**05/10/22****Number 005**

Account	Title	Current Balance	Current Total Claims	New Balance
TA20	HOSPITAL & MEDICAL INSURANCE	-6,338.29	15,446.52	-21,784.81
TA20I	TOWN REIMBURSEMENT-HINS PREM	-1,096.43	1,083.86	-2,180.29

**TOWN OF HECTOR
AMBULANCE SERVICE
ABSTRACT SUMMARY**

Total Claims: \$182.00**05/10/22****Number 005**

Account	Title	Current Balance	Current Total Claims	New Balance
SM4540.42	AMBULANCE - TBurg Billing	518.00	104.00	414.00
SM4540.43	AMBULANCE - Meck Billing	688.00	78.00	610.00

Town of Hector Highway Department – April 2022 Report
(Board Meeting: May 10, 2022)

Ditching • Lake St • Shumway Rd • South Hill Rd • Auble Rd • Mathews Rd

Driveway Install • Mathews Rd • Fausold Rd • Lake St • Shumway Rd •
South Hill Rd • Stilwell Rd • Auble Rd • Burr Rd • Kelsey Rd

Crossover Pipe Replacements • Carpenter Rd • Texas Hollow Rd • Steam Mill Rd •
Slack Rd

Head Wall Repairs • Carmen Road

Grading • Seasonal roads

Brooming • On-going

Cold Patching • On-going

MSHA • 8-hour annual training completed

Gravel Intersections • Jolly Rd • Updyke Rd • Potomac Rd • Newtown Rd

Randy Rappleye
Highway Superintendent

"If you fell down yesterday, stand up today."

2022 SECTION 284 AGREEMENT TO SPEND TOWN HIGHWAY FUNDS
TOWN OF HECTOR / COUNTY OF SCHUYLER
Approved 5/10/2022

Pursuant to the provisions of Section 284 of the Highway Law; we agree that money levied and collected for the repair and improvement of highways, and received from the State for the repair and improvement of highways, shall be expended as follows:

PERMANENT IMPROVEMENTS: The sum of **\$526,000.00** (all from **CHIPS** monies) may be expended for improvements upon **8.40 miles** of Town Highways.

The following sums shall be set aside to be expended for the improvements of Town Highways:

1: Chapman Road: On the road commencing at County Route 6 and leading 1.47 miles west toward Shuler Road; there shall be expended not over the sum of **\$26,000.00 (CHIPS)** for oil and stone single course 21' wide.

2: Drew Road: On the road commencing at Montour T/L and leading 0.81 mile east toward CR 7; there shall be expended not over the sum of **\$15,000.00 (CHIPS)** for oil and stone single course 21' wide.

3: Burr Road: On the road commencing at Bower Road and leading 1.00 mile north toward CR 1; there shall be expended not over the sum of **\$18,000.00 (CHIPS)** for oil and stone single course 21' wide.

4: Bower Road: On the road commencing at Rumsey Road and leading 0.72 mile east toward Ulysses T/L; there shall be expended not over the sum of **\$13,000.00 (CHIPS)** for oil and stone single course 21' wide.

5: Shuler Road South End: On the road commencing at Cayutaville Road and leading 1.34 miles north toward pavement end; there shall be expended not over the sum of **\$211,000.00 (CHIPS)** for type 3 binder black top 20' wide by 3" depth.

6: Updyke Road: On the road commencing at State Route 227 and leading 1.20 miles east toward Black Road; there shall be expended not over the sum of **\$175,000.00 (CHIPS)** for type 3 binder black top 20' wide by 3" depth.

7: Cass Road: On the road commencing at State Route 414 and leading 0.29 mile south toward Montour T/L; there shall be expended not over the sum of **\$44,000.00 (CHIPS)** for type 3 binder black top 20' wide by 3" depth.

8: Newtown Road: On the road commencing at Dean Road and leading 1.57 miles south toward Catharine T/L; there shall be expended not over the sum of **\$24,000.00 (CHIPS)** for item 4 gravel 20' wide by 8" depth.

TOTAL CHIPS MONEY: \$526,000.00

2022 SECTION 284 AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

Executed in duplicate the 10th day of May 2022

Town Supervisor _____

Board Member _____

Board Member _____

Board Member _____

Board Member _____

Board Member _____

Town Highway Superintendent _____

Schuyler County Highway Superintendent _____

Jane Ike

From: Randy Rappleye
Sent: Monday, May 9, 2022 8:44 AM
To: Justin Boyette
Cc: Jane Ike
Subject: FW: REMINDER OF RESPONSE NEEDED: Verizon Connect Contract & Hardware updates
Attachments: GSA Contract.pdf

From: Diaz, Chris <christopher.diaz@verizonconnect.com>
Sent: Friday, May 6, 2022 12:03 PM
To: Chris Diaz <Christopher.Diaz@verizonconnect.com>
Subject: REMINDER OF RESPONSE NEEDED: Verizon Connect Contract & Hardware updates

I hope all is well with you. As previously communicated, our NYS OGS award for GPS services was not renewed this past June. While we hoped to have a new award or extension in place by now, that has not happened. This means we cannot add new products or services on the NYS OGS contract, and as of **June 30, 2022**, we will no longer be able to invoice you on that contract which will cause a service disruption. My apologies in advance if this is the first message you're receiving on this topic:

We have 2 paths to move forward that will ensure you retain visibility into your fleet:

1. Stay on Networkfleet, but migrate the contract to Federal GSA. OGS was a piggyback off of GSA, so the pricing and terms are nearly identical (See attached)
 - This is a relatively light lift as it allows you to stay on the same platform and resume orders as you always have
 - If you have 3G hardware (identified by serial numbers starting with 501*****, we'll need to swap those out at no cost to you, updating you to 4G. The harnesses will remain, only the boxes will be updated.
 - The downside is there's no further development happening on Networkfleet and the platform is likely to be retired at some point.
2. Migrate to our improved Reveal platform on our [Sourcewell](#) contract.

There's a little more work to be done as it would be a rip and replace of the current hardware, but will provide a much improved experience long term. We can send pro installers to swap all the hardware and will provide all the training and support you need to help ensure a smooth transition. Here's a snapshot of just some of the improvements:

 - o Google Maps with Street View at a 30-second default refresh rate
 - o Fully Customizable Analytics Dashboards
 - o Award-Winning Mobile Applications
 - o Integrated Front-Facing and Driver-Facing Cameras with Automatic Event Download (optional)
 - o Dispatch, Schedule, and Monitor Job Progress via Field Service Dispatch (optional)
 - o No up-front hardware or setup costs

Disregard if you've previously responded, and if there's someone else I should work with on this project, please let me know.



U.S. General Services Administration

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:

<http://www.gsaadvantage.gov>

**General Services Administration
Federal Supply Service
Total Solutions for Law Enforcement, Security, Facilities Management,
Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response
Schedule 84**

**CONTRACT NUMBER:
GS-07F-5559R**

**PERIOD COVERED BY CONTRACT:
JANUARY 1, 2010 THROUGH DECEMBER 31, 2019**

**Networkfleet, Inc.
9868 Scranton Rd
Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246
www.networkfleet.com**

**General Services Administration
Supplement #P0056, dated 02132017**

DUNS: 85-842-6260

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price (s).

SIN 426-4Q: VEHICLE MONITOR (TRACKING) SYSTEMS
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

Please see pricing table for pricing information.
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate not applicable for this item.

Not Applicable
2. MAXIMUM ORDER:

\$200,000.00
3. MINIMUM ORDER:

\$100.00
4. GEOGRAPHIC COVERAGE (DELIVERY AREA):

FOB Origin to the 50 United States, District of Columbia and Puerto Rico.
5. Point(s) of production (city, county, and State or foreign country).

Networkfleet, Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246
6. Discount from list prices or statement of net price.

GSA Net pricing shown in pricing tables provided.
7. QUANTITY DISCOUNTS.

GSA Net pricing shown in pricing tables provided.
8. PROMPT PAYMENT TERMS:

0%, Net 30 Days
- 9a. Government purchase cards **are accepted** at or below the micro-purchase threshold.
- 9b. Government purchase cards **are accepted** above the micro-purchase threshold.
10. FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN):

Please see Country of Origin information in attached pricing table.
- 11a. TIME OF DELIVERY:

Thirty Days ARO
Title Transfer occurs at the time of shipment

GSA TERMS AND CONDITIONS for GS-07F-5559R
Networkfleet, Inc.

11b. EXPEDITED DELIVERY:

Please contact Networkfleet for expedited delivery information.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Please contact Networkfleet for expedited delivery information.

11d. URGENT REQUIREMENTS:

Please contact Networkfleet for expedited delivery information.

12. F.O.B. POINT(S):

F.O.B. - Destination. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Networkfleet charges \$2/unit for shipping.

13a. ORDERING ADDRESS:

Networkfleet, Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246

- 13b.** Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage fss.gsa.gov/schedules.

14. PAYMENT ADDRESS.

Networkfleet, Inc.
P.O. Box 975544
Dallas, TX 75397-5544
(P): 858.450.3245
(F): 858.450.3246

15. WARRANTY PROVISION.

15a. The following is Networkfleet's commercial limited warranty which applies to goods and services purchased off Networkfleet's GSA Schedule Contract. All references to Customer apply to the entity purchasing goods and services from Networkfleet under this GSA Schedule Contract.

LIMITED WARRANTY. (i) DEVICES: Networkfleet warrants to Customer that Devices (other than an Asset Tracker device) and harnesses will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of your ownership of such Device. **(ii) ASSET TRACKER DEVICES.** Networkfleet warrants to Customer that Asset Tracker devices (excluding the battery) which have been purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device. **(iii) ACCESSORIES.** Networkfleet warrants to Customer that all accessories (other than harnesses) which are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment. **(iv) INSTALLATION SERVICES.** Networkfleet warrants to Customer that installation services provided by Networkfleet or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services. In the event the Customer purchases an extended installation warranty ("Limited Lifetime"), Networkfleet warrants to Customer that such installation

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

services shall be free from defects in workmanship for the entire period of Customer's uninterrupted use of the Device pursuant to this Agreement **(v) WARRANTY CLAIMS.** Warranty claims must be made by notifying Networkfleet in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's then-current applicable warranty policy located at <http://info.networkfleet.com/rs/networkfleet/images/Warranty.pdf>, as it may be updated from time to time. Subject to Exclusions (below) and the provisions of Networkfleet's then-current applicable warranty policy, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device: **(f) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.**

15b. EXCLUSIONS.

The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Networkfleet or its authorized subcontractors ("Self-Installation"), failure to properly install the Devices as described in the Networkfleet installation guides; (for clarification, the applicable warranty shall apply except to the extent any defect, damage or malfunctions were caused by improper Self Installation) (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Networkfleet Website or failure to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of any Support Services provided by Networkfleet caused by any of the foregoing.

15c. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH HEREIN, NETWORKFLEET MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NETWORKFLEET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NETWORKFLEET DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

16. EXPORT PACKING CHARGES, IF APPLICABLE.

Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL).

The Government purchase card is accepted above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

If Networkfleet accepts an order for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

accordance with Networkfleet's Installation Policy, located at http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Networkfleet will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device. The detailed processes and procedures can be found in Networkfleet's Installation Policy.

20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

Not applicable

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

1) NETWORKFLEET LICENSE. (a) During the time that Customer is entitled to receive Networkfleet Services hereunder, Networkfleet grants to Customer a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of the Networkfleet Services by the Customer is prohibited without prior written consent. (b) Networkfleet Data Services, if applicable, are subject to the then current "Networkfleet Data Services Use Policy and Procedure" which is located at http://info.networkfleet.com/rs/networkfleet/images/Data_Services_Use_Policy.pdf, and may be updated from time to time.

Title Transfer occurs at the time of shipment.

2) CUSTOMER OBLIGATIONS. (a) Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, and Privacy Policy which are available on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the Networkfleet Services include the collection of data points associated with the Vehicle's location and manner of operation.

3) NETWORKFLEET IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE NETWORKFLEET SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

CONDITIONS, OR OTHER THINGS THAT NETWORKFLEET DOES NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

Neither Networkfleet or the Customer will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is informed that those damages may occur. Networkfleet's cumulative liability under contract, tort, strict liability or other legal theory shall not exceed the greater of the amount paid or payable to Networkfleet under this Agreement during the six (6) months prior to the date the liability accrues for a claim, except in the instance of the Customer's failure to pay amounts due under this Agreement.

4) CONFIDENTIALITY. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret. The provisions of this Section are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

5) PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Networkfleet, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Device, the Networkfleet Website or Networkfleet Services, or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Networkfleet, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) remove or alter any proprietary notices in the Networkfleet Services; (d) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (e) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (f) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

6) MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided that Networkfleet shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

7) SERVICE PARTNERS. Nothing set forth in an Accepted Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Networkfleet and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in these Terms and Conditions, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at:

http://info.networkfleet.com/rs/785-DCW-685/images/Digital_Globe_Product_EULA.pdf

8) TRAINING AND SUPPORT SERVICES. (a) Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and the Networkfleet Services and will require such coordinator(s) to participate in the Device and Networkfleet Services training provided from time to time by Networkfleet. (b) During the time Customer is entitled to receive Networkfleet Services, and subject to Exclusions, Networkfleet or its designee will provide Customer with reasonable amounts of telephone or e-mail consultation and technical assistance regarding the Devices and Networkfleet Services during Networkfleet's regular working hours. Customer may call Networkfleet or its designee at (866) 227-7323 or e-mail inquiries to NWFSupport@Verizon.com for support services.

9) DATA. Customer represents and warrants that it has all necessary rights and authority with respect to the data collected from Customer and its vehicles and transmitted through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and that Customer approves and grants to Networkfleet, its affiliates and the Service Partners the nonexclusive license and right to collect, access, copy and use the Business Data in the course of performing the Networkfleet Services. Customer further grants to Networkfleet and its affiliates the perpetual right and license to use such Business Data as needed to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others, including the development of data products provided, however, that such use of Business Data shall be in an anonymous form.

10) DEFINITIONS. When used in these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Accepted Order Form" means an Order Form which has been executed by Customer and accepted by Networkfleet.

"Agreement Term" means the term of this Agreement.

"Confidential Information" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

in connection with the provision to, and use by, Customer of Networkfleet products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"Customer Website Pages" means the web pages on the Networkfleet Website which are designated by Networkfleet for use by Customer.

"Device Contract Term" means the minimum length of time a Device is required to be active as identified on the applicable Accepted Order Form.

"Devices" means the Networkfleet wireless device or devices identified on an Accepted Order Form.

"Fees" mean the Device and accessory purchase prices, Device and accessory shipping fees, Device installation fees, the Networkfleet Service fees and any other fees payable by Customer as set forth in an Accepted Order Form.

"Order Form" means an order form provided by Networkfleet to Customer, pursuant to which Customer orders Devices, and/or Networkfleet Services.

"Networkfleet Services" means the services offered hereunder by Networkfleet, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; (e) Device installation services; but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (API's) provided by Networkfleet, ("Networkfleet Data Services") but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by Networkfleet as set forth on a Professional Services Addendum attached hereto.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

"Service Partners" means the companies that Networkfleet works with, from time to time, to provide the Networkfleet Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"Vehicle" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

Not Applicable

22. LIST OF PARTICIPATING DEALERS (FOR STATE AND LOCAL ORDERS ONLY; FEDERAL ORDERS ARE PROCESSED ONLY BY NETWORKFLEET).

Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE).

Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

Not Applicable

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

Not Applicable

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.

85-842-6260

26. Notification regarding registration in the System for Award Management (SAM) database.

CAGE CODE # 3F8C9

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

GSA PRICE LIST

Networkfleet, Inc. - GS07F5559R, GSA PRICELIST

Pricelist effective as of 2/1/2017

SIN	Manufacturer	NWF Part Number	Product Description	GSA Price	Warranty	COO
HARDWARE						
426-4Q	Networkfleet	5200N	Networkfleet GPS Only Unit	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	5500N	Networkfleet GPS and Diagnostics Unit	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	1009N2VD	6100 Device (Expressfleet)	\$ 50.00	see T&Cs	US
426-4Q	CALAMP Corp	1000N2VD	Asset Guard BX	\$ 150.00	see T&Cs	US
426-4Q	CALAMP Corp	1002N2VD	Asset Guard PW	\$ 150.00	see T&Cs	US
SERVICES						
426-4Q	Networkfleet	3500M12S	Wireless Service for 3500 - monthly fee for 12 month contract	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	4200M12S	Wireless Service for 4200 - monthly fee for 12 month contract	\$ 17.00	see T&Cs	US
426-4Q	Networkfleet	5200M12S	Networkfleet GPS only monthly monitoring fee (5200)	\$ 17.00	see T&Cs	US
426-4Q	Networkfleet	5500M12S	Networkfleet GPS and Diagnostics monthly monitoring fee (5500)	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	H6100	6100 Monthly Service Fees	\$ 13.50	see T&Cs	US
426-4Q	Networkfleet	AGBX	Networkfleet monthly monitoring fee (AssetGuard BX/PW)	\$ 13.00	see T&Cs	US
426-4Q	Networkfleet	CONNECTMS	Garmin CONNECT fee	\$ 2.95	see T&Cs	US
426-4Q	Networkfleet	CUR60SMS	60 Second Configurable Update Rate ¹	\$ -	see T&Cs	US
426-4Q	Networkfleet	CUR45SMS	45 Second Configurable Update Rate ¹	\$ 1.00	see T&Cs	US
426-4Q	Networkfleet	CUR30SMS	30 Second Configurable Update Rate ¹	\$ 2.00	see T&Cs	US
426-4Q	Networkfleet	CUR15SMS	15 Second Configurable Update Rate ¹	\$ 3.00	see T&Cs	US
ACCESSORIES						
426-4Q	Morey Corporation	PARTS030	Reinstallation Kit	\$ 3.00	see T&Cs	US
426-4Q	Morey Corporation	PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	see T&Cs	US
426-4Q	Onshore Technologies	PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$ 35.00	see T&Cs	US
426-4Q	Onshore Technologies	PARTS041	Sensor Input Harness (5500/5200)	\$ 10.00	see T&Cs	US
426-4Q	Onshore Technologies	PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	see T&Cs	US
426-4Q	Onshore Technologies	PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 145.95	see T&Cs	US
426-4Q	Onshore Technologies	PARTS054	Garmin FMI Modified Cable	\$ 55.00	see T&Cs	US
426-4Q	Coachella Valley Packaging	PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 74.95	see T&Cs	US
426-4Q	Onshore Technologies	A-PEM001	PEM Port Expansion Module	\$ 140.00	see T&Cs	US
426-4Q	Onshore Technologies	PARTS060	Driver ID Reader	\$ 15.00	see T&Cs	US
426-4Q	Morey Corporation	PARTS061	Driver ID Key	\$ 3.50	see T&Cs	US
426-4Q	Networkfleet	PARTS069	OBD Harness Extension	\$ 10.00	see T&Cs	US
426-4Q	Onshore Technologies	PARTS071	Bluetooth Extension	\$ -	see T&Cs	US
426-4Q	Onshore Technologies	PARTS087	Driver ID Reader Audible	\$ 15.00	see T&Cs	US
426-4Q	Onshore Technologies	PARTS090	Alt Power / Ground Adapter (5200/5500)	\$ 20.00	see T&Cs	US
426-4Q	Onshore Technologies	PARTS095	ID Reader Adapter Install Kit	\$ 30.00	see T&Cs	US
426-4Q	OCP	PARTS099	USM - 6-pin Heavy Duty Harness for 5000	\$ 30.23	see T&Cs	US
426-4Q	OCP	PARTS100	USM - 9-pin Heavy Duty Harness with Square Flange for 5000	\$ 30.23	see T&Cs	US
426-4Q	OCP	PARTS101	USM - 9-pin Heavy Duty Harness with "D" Mount for 5000	\$ 30.23	see T&Cs	US
426-4Q	OCP	PARTS102	USM - Universal Harness for 5000	\$ 9.57	see T&Cs	US
426-4Q	OCP	PARTS104	USM - Quick Install Harness	\$ 9.57	see T&Cs	US
426-4Q	OCP	PARTS106	USM - 5000 9-pin Heavy Duty Harness "D" Type 2	\$ 30.23	see T&Cs	US
426-4Q	OCP	PARTS107	USM - 5000 9-pin Heavy Duty Harness "Square" Type 2	\$ 30.23	see T&Cs	US
426-4Q	OCP	PARTS108	USM - 6100 Power Harness	\$ 9.57	see T&Cs	US
426-4Q	Morey Corp	PARTS109	USM - OBD Harness Kit for 5000	\$ 30.23	see T&Cs	US
426-4Q	Morey Corp	PARTS110	USM - 16-pin Heavy Duty Harness (Volvo/Mack) with Adapter Kit	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	DATA001	Data Services (Web Services) Setup fee	\$ -	see T&Cs	US
426-4Q	Networkfleet	DATA002	Data Services (Data Connect) Setup fee	\$ -	see T&Cs	US

CONTINUED ON NEXT PAGE

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

SIN	Manufacturer	NWF Part Number	Product Description	GSA Price	Warranty	COO
INSTALLATION						
426-4Q	Networkfleet	I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-SWAP-UNIT	Device Swap	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TRANSFER-UNIT	Device Transfer	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-FULL	Full Day Installation Training	\$ 300.00	see T&Cs	US

GSA TERMS AND CONDITIONS for GS-07F-5559R
Networkfleet, Inc.

March 2022

Town of Hector

Code Enforcement Monthly Report

Building Permits Issued:	14
Building Permits Completed:	0

Project Summary

Additions	2
Garages and Barns	4
Renovations	2
Sheds	2
Single family Homes	4

Issued Building Permits Construction Value:	\$1,281,794
Completed Permits Construction Value:	\$
Collected Fees:	\$ 2335

Submitted by:

Jason Santobianco 5/10/2022

Town of Hector

Building Permit Summary by Census Code: - misc

Permit# Applicant Name	Issued	Final	Property Owner & Location	Tax Map# Lot#	Fee	Project Description Cost
Addition						
22-0033 MEIXNER,MARGARET	04/12/22		MEIXNER,MARGARET 4041 COUNTY ROUTE 2	12.-3-6	145.00	Construct 625 sq ft addition
22-0040 Sodums Marcus	04/29/22		Sodums Marcus 5797 STILWELL ROAD	10.-2-44	285.00	Construct Addition And Remodel Existing Rooms
Count:	2				430.00	265,500.00
Garage, Barn						
22-0034 Hillick & Hobbs Estate LLC	04/12/22		Hillick & Hobbs Estate LLC 3539 NYS ROUTE 79	54.-1-55	207.00	Construct 3680 sq ft farm building
22-0036 MOSHER, ETHAN	04/18/22		MOSHER, ETHAN 5437 CHICKEN COOP HILL RO	14.00-1-9.2	113.00	Construct new pole barn
22-0039 VANDERZEE RODNEY	04/29/22		VANDERZEE RODNEY 5227 STILLWELL ROAD	15.-1-13.1	96.00	Extend Pole Barn
22-0031 YOUNG JAMES D & MARIANNE W	04/06/22		YOUNG JAMES D & MARIANNE W 4011 CHASE ROAD	44.10-1-4	132.00	Construct 2009 sq ft garage
Count:	4				548.00	225,800.00
Renovations/ Remodel						
22-0028 Davis, Cheryl	04/04/22		Davis, Cheryl 3879 NORTH FALLS ROAD	44.14-1-15	117.00	Remodel Existing Home
22-0035 Giesy, Sarah & Jay	04/18/22		Giesy, Sarah & Jay 6261 CARMAN ROAD	25.-1-24.112	108.00	Bathroom Remodel
Count:	2				225.00	61,000.00
Shed						
22-0037 MacDougall, George	04/25/22		MacDougall, George 5259 Bassett Rd	12.-3-20.1	68.00	Construct Storage Shed
22-0029 Riccardi, Benjamin	04/04/22		Riccardi, Benjamin 3551 NYS Route 79	54.-1-6.3	72.00	Install 12x20 shed
Count:	2				140.00	8,068.00

Permit#	Issued	Final	Property Owner & Location	Tax Map# Lot#	Fee	Project Description Cost
Single Family Home						
22-0038	04/26/22		Basl, Kevin	10.-1-35.222	169.00	Construct 868 Sq ft Single Family Home
Basl, Kevin			Pending Sirrine Rd			
22-0030	04/06/22		FITCH ESTATE LLC	1.12-1-10	184.00	Construct one bedroom home
FITCH ESTATE LLC			3435 LAKE STREET			
22-0032	04/08/22		Lopez, Ricardo	12.-4-17.3	457.00	New modular Single Family Home
Lopez, Ricardo			3754 Mathews Rd			
22-0041	04/29/22		MCMILLEN CHRISTOPHER	25.-1-38.112	182.00	Replace Existing Manufactured Home
MCMILLEN CHRISTOPHER			4723 WILLIAMEE ROAD			With New Home
Count:	4				992.00	721,426.00
Total Count:	14				\$2,335.00	\$1,281,794.00

Jane Ike

From: Jason Santobianco
Sent: Monday, May 9, 2022 10:56 AM
To: Jane Ike
Subject: FW: STBOA In Person Training June 1 and 2 Tioga Downs Conference Center

Good Morning Jane,
I think I would like to attend this training, do I just ask the board for a resolution authorizing me to attend?
Have a great day!
Jason

From: STBOA <stboa.org@gmail.com>
Sent: Thursday, May 5, 2022 2:19 PM
To: Jason Santobianco <codes@hectorny.us>
Subject: STBOA In Person Training June 1 and 2 Tioga Downs Conference Center

[View this email in your browser](#)



STBOA In Person Training

STBOA Conference and Quarterly Meeting

June 1st and 2nd 2022

Tioga Downs Conference Center

2384 West River Road

Nichols, NY 13812

www.stboa.org

Registration for the 2022 STBOA Conference and Quarterly Meeting is open. Sign up early as there will be **no sign up at the door**. The training schedule and credit hours are below. Go to the STBOA home

page <https://stboa.org/>. Click the **Event Registration** tab and complete the short form. Make sure your email address and NYS training ID number are correct. Registration ends May 25th, 2022.

For those attending the STBOA Conference and Quarterly Meeting, please see below.

Wednesday, June 1st.

- Christopher Roth- Course # T02-07-3046, Commercial Cooking Operations 4hrs.
- Christopher Whittet- Course # T02-07-2829, Residential Energy Inspections in 15 minutes or less
1.5 hrs.
- Christopher Whittet- Course # T02-07-2863, Residential Energy Plan Review in 15 minutes or
less, 1.5 hrs.

Thursday, June 2nd.

Matt Hunter, American Wood Council- Course # T07-07-3064, Essential Code Compliance in Light Wood
Frame Construction, 2hrs.

- Matt Hunter- Course# T07-07-3063, How Fire and Other Testing is Opening Doors to Greater
Exposure of Mass Timber, 2hrs.
- Bruce Johnson, UL- Course # T07-07-2865, Protecting Penetrations in Fire Rated Construction 2
hrs.

Lunch will be provided.

For those attendees that have special dietary considerations please contact; Art Robinson at
arobinson@vestalny.com as soon as possible for alternative meal arrangements.

Members; \$65 for 1 day and \$120 for 2 days.

Non-members \$90 for 1 day and \$170 for 2 days.

For room reservation: Use the following link;

<https://book.b4checkin.com/chameleon/tioga?ArrivalDate=05/31/2022&DepartureDate=06/04/2022#rooms>
use room code 1531. Or call Reservations at 607-699-3900 and select prompt 1 for the Hotel then ask for
the Southern Tier Building Officials Association hotel room block.

Thank you and welcome!

The STBOA Executive Committee

EBE-CMS

imaging SOLUTIONS

70 TRAVIS AVENUE • BINGHAMTON, NY 13904
(607) 723-0000 • (607) 772-0437
FAX (607) 723-3545

SERVICE AGREEMENT

Customer
TOWN OF HECTOR
Address
5097 NYS ROUTE 227
BURDETT, NY 14818
Contract Amount \$ 680.69 + \$1.00 RENTAL

EQUIPMENT UNDER CONTRACT

Make/Model	Serial Number	Toner Type
Canon ir2525	RMU01314	GPR35
	ID#7839	

For the purpose of maintaining the equipment listed above in efficient condition, the Client hereby authorizes EBE/CMS Imaging Solutions and their representatives to furnish mechanical service, including adjustments on this equipment, subject to the following terms:

1. This agreement shall remain in effect for successive twelve month periods or for a maximum number of copies as shown below.
2. Payment of invoices is required by starting date on contract. Non-payment constitutes cancellation. After cancellation, all work will be performed on a chargeable basis.
3. EBE/CMS will provide, at no additional charge, labor and parts which have become worn or broken through normal use and are necessary for servicing and maintenance adjustments. Parts damaged by misuse or carelessness and parts and labor required after the expiration of this agreement will be supplied to the client at the current retail price for that item, and current hourly rate for labor.
4. This agreement shall not apply to repairs made necessary by accident, misuse or abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other acts of God, or damage caused by service personnel or supplies other than those supplied by EBE/CMS, or damage caused by the installation of the wrong supplies into the machine. Charges made necessary by the foregoing will be the responsibility of the client, and should it be necessary to invoke this clause, a written cost estimate will be provided to the client for approval before work is performed.
5. The charges above do not include applicable taxes. All taxes levied or imposed now or hereafter by any governmental authority will be paid by the client in accordance with the law.
6. When, in EBE/CMS's opinion, shop reconditioning or work beyond the scope of this agreement is required, a written cost estimate will be provided to the Client. If authorized, a separate invoice will be rendered by EBE/CMS.
7. This agreement is not transferrable by the client unless given written consent from EBE/CMS.
8. This agreement covers only the equipment as written above under "Equipment Under Contract."
9. EBE/CMS is not responsible for returning leased equipment to the leasing company at the end of the lease terms.
10. Networking not included.
11. This agreement may be terminated at any time by EBE/CMS on thirty (30) days written notice. Customer's obligation to pay all charges which have accrued shall survive any termination of this agreement.

Consumables covered under this option are:

☒ Parts ☒ Labor ☒ Drum/Masters ☒ Developer ☒ B/W Toner ☒ Fuser Rollers ☒ Service Calls ☐ Staples ☐ Color Toner ☐ Color Developer ☐ Color Drums ☐ Waste Containers

Not covered: Paper and Delivery Charges. Consumables will be supplied at no extra charge up to the contracted copy usage.

Should copies exceed the contracted copy limit prior to the expiration date, customer may choose to: a) renew this contract upon date of overage
b) pay for the supplies and service calls as necessary until the expiration date

Toner Cartridge Yield for Contracted Model (per manufacturer)

B/W 25,000 copies/cartridge
Color n/a copies/cartridge

Supply Cartridges Covered for the Term of this Agreement

For new machine installations,
start up toner is included in
this number 3 Black toner cartridges
n/a Color toner cartridges (aggregate)

Up to the above number of cartridges are included in this agreement at no extra charge and will be supplied, as needed, for the number of copies used. Unused toner remains the property of EBE/CMS and must be returned within 30 days of termination of this contract. Supplies must be used for the contracted model for the purposes intended (shipping and delivery charges apply). Toner ordered in addition to the contracted supply numbers will be charged at the current market price. (Note #4)

Starting Date	Expiration Date	Contracted Usage	Overage/Copy
4/2/2022	4/1/2023	b/w 75,000	b/w \$0.015
		color	color

Approved By: EBE/CMS Imaging Solutions
Daniel J. Williams

Accepted By: _____

Date: _____

Please sign and return to Lisa@ebe-cms.com



2022-2023

Protected Price Agreement

PROPANE

This Protected Price Agreement is entered into this 09 day of May, 2022 by and between Superior Plus Propane with offices at 1870 Winton Road Ste. 200, Rochester, NY 14618-3960 ("Superior") and the Customer identified below ("Customer").

Customer: Town Of Hector

Billing Address: 5097 STATE ROUTE 227 , BURDETT NY 14818

Delivery Address: 5097 STATE ROUTE 227 , BURDETT NY 14818

Account Number: 316024

Customer Number: 3160240

1. Superior agrees to supply and Customer agrees to purchase from Superior all of Customer's requirements of propane for use at the Delivery Address as set forth above. Customer agrees to pay the Enrollment Fee described in paragraph 2, below, to accept delivery and pay for the propane in accordance with the terms and conditions set forth in this Agreement. To participate in this Program, Customer must be on automatic delivery.

2. **Enrollment Fee:** The Enrollment Fee for participation in the Protected Price Program is \$39.00. If this Agreement is terminated for any reason by either party, there will not be any refund of the Enrollment Fee.

3. **Protected Price of Propane:** Superior will supply Customer with propane at the price and time period set forth immediately below:

- a. Price per Gallon: \$2.299 per gallon
- b. Time Period Protected Price is Available: May 09, 2022 to Apr 30, 2023.
- c. Additional taxes and fees will be invoiced separately at the time of each delivery, if applicable.

Prior to the expiration date, Customer must timely pay for propane at the price set forth in this paragraph as each payment comes due. A delinquency in payments may result in the termination of this Agreement.

4. **Total Amount Due at Time of Enrollment:** Upon entering into this Agreement, Customer will pay the Enrollment Fee set forth in paragraph 2, above which totals \$39.00.

5. Payment Terms:

- a. Payment is due upon entering into this Agreement and must be received in person, online, U.S. Mail or expressed delivery service to Customer's local Superior Plus Propane office.
- b. Select one of the following payment terms for the payment for propane purchased under the terms of this Agreement. If no selection is made, Customer's payments will be due Net 30 days from the date of the invoice.

i. **Net 30 Days:** Payment must be received in person, online, U.S. Mail or expressed delivery service to Customer's local Superior Plus Propane office within 30 days of the date of the invoice. A finance charge of 1% per month will be charged on any overdue balances. Subject to credit approval.

ii. **Budget Payment Plan:** Superior will estimate Customer's annual fuel usage and divide that amount into 11 equal monthly installments. If Customer's actual consumption is higher than estimated, Customer's monthly payments will increase. Upon completion of the 11 months, Customer must pay any balance due based on Customer's actual usage over the prior 11 months. The 12th month of the Budget Payment Plan is the settle-up month for Customer's usage over the prior 11 months and Customer must timely pay any invoiced balance due within 30 days of the invoice date based on the difference between the estimated and actual usage over the prior 11 months. Subject to credit approval.

6. Termination Fee: This Agreement will be terminated by Superior and Customer will be charged a Termination Fee of \$149.00 if any of the following occurs:

- a. Customer decides that he/she wishes to terminate this Agreement or his/her account prior to the expiration date for reasons other than based on the sale of the residence covered by this Agreement;
- b. Customer changes from automatic delivery to will-call delivery;
- c. Customer places the account on hold indicating that no deliveries are to be made;
- d. Customer is over 30 days past due on his/her payments to Superior for propane or other services;
- e. Customer purchases propane from another supplier during the term of this Agreement or
- f. Customer breaches any other material terms or condition of this Agreement.

7. Excused Performance: Superior will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, labor disputes, wars, hostilities, compliance with laws or regulations, its inability to obtain propane or equipment from the suppliers with whom it contracted for volumes to satisfy this Agreement, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or terrorism.

8. Monitoring Usage During Absence: If Customer leaves the property subject to the terms of this Agreement during the heating season or if the property is not continuously occupied (e.g., a vacation home), it is Customer's sole responsibility to have a third party check the property on a regular basis or otherwise monitor the property in some fashion to ensure that the heat has remained on. Superior will not be responsible for any losses caused by Customer's failure to have the property adequately monitored during his/her/their absence.

9. At the End of the Contract: At the end of the term, specified in this contract, Customer's account will remain on automatic delivery unless and until Customer provides Superior with written notice to change the delivery status to will-call.

10. Assignment: This Agreement may not be assigned by Customer without the prior written consent of Superior.

11. Choice of Law: This Agreement shall be governed by the laws of the State or Commonwealth in which the deliveries are made.

12. Modification of the Agreement: This Agreement may not be modified except in a writing executed by both parties.

13. Previous Agreement: This Agreement supersedes any and all other agreements relating to pricing, whether oral or in writing, between Customer and Superior with respect to the subject matter hereof. It does not supersede Customer's Propane Supply Agreement, which remains in full force and effect. However, if Customer and Superior are not party to a "Supply Agreement" governing the services and products sold hereunder, then the terms and conditions available on Superior website at <https://www.superiorpluspropane.com/terms-and-conditions>.

14. Execution of this Agreement: This Agreement is not valid and enforceable unless and until it is

- a. Signed and dated by both parties;
- b. Received by Superior on or before July 02, 2022 (via in person, online, U.S. Mail or expressed delivery service to

Customer's local Superior Plus Propane office); and

c. Timely payment is made in full of the amount set forth in paragraph 4.

d. If Customer attempts to make handwritten or other changes to the terms of the Agreement, those changes must be initialed by both parties prior to the execution of the signature lines.

Customer Name: Town Of Hector

Customer Signature:

Date: 2022-05-09

Superior Plus Propane Representative Name: Brian Moore

Superior Plus Propane Representative Signature: *Brian Moore*

HEREAFTER, IN SUBSEQUENT YEARS, Superior CUSTOMERS WILL BE PROVIDED WITH INFORMATION ON NEW FIXED-PRICE PROGRAM PRINTED ON AN INVOICE OR BILLING STATEMENT, MAILER OR EMAIL NOTICE. CUSTOMERS WILL HAVE THIRTY (30) DAYS TO DECIDE WHETHER THEY WISH TO PARTICIPATE IN ONE OF THE NEXT YEAR'S PROTECTED PRICE PROGRAMS. CUSTOMERS WILL ALSO BE PROVIDED WITH INSTRUCTIONS ON HOW TO COMMUNICATE THEIR DESIRE TO PARTICIPATE. THE TERMS AND CONDITIONS OF THIS AGREEMENT AND CUSTOMER'S PROPANE OR HEATING OIL SUPPLY AGREEMENT & EQUIPMENT LEASE WILL APPLY TO THOSE PROGRAMS.

