

Village of Scottsville  
Board of Trustees Meeting  
Tuesday, November 8, 2022 6:30 pm  
Wheatland Municipal Building

Board of Trustees: Maggie Ridge, Mayor  
Andy Fraser, Deputy Mayor  
AJ Peck, Trustee  
Wayne LaVair, Trustee  
Nikki Whitmarsh, Trustee

### Agenda

1. **Call to Order** Mayor Maggie Ridge called the November 8, 2022 Village of Scottsville Board of Trustees to order at pm.

2. **Pledge of Allegiance to the Flag**

3. **Roll Call**

4. **Approval of Minutes**

**Village Board Meeting Minutes**

*Tuesday, October 11, 2022*

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the minutes of the *Tuesday, October 11, 2022* Village Board Meeting as submitted.

**Vote:** Carried ( - )

Mayor Maggie Ridge

Trustee AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

5. **Public Before the Board**

#### GUIDELINES FOR PUBLIC COMMENT:

- The public may speak only during the Public Comment period of the meeting (limited to a total of thirty (30) minutes) and during any public hearing public comment section, or at such other time as a majority of the Board allows.
- Speakers must step to the front of the room.
- Speakers must give their name, address and organization, if any.
- Speakers must be recognized by the presiding officer.
- Speakers must limit their remarks to three minutes on a given topic.
- Speakers may not yield any remaining time they may have to another speaker.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks must be addressed to the Board as a body and not to any member thereof.
- Speakers must observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- Interested parties or their representatives may address the Board by written communications.

6. **Department Reports**

a) **Building Inspector/Code Enforcement Officer**

**Permits Issued**

**Permits Finalized**

**Code Enforcement**

**Developments/Projects****New Items****Ongoing Items/Concerns****Upcoming**b) **DPW – Ken Bohn & Todd Schwasman****Updates**c) **Treasurer – Katie Garner****Pay Bills:**

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve payables as listed on the AP Check Register Report through November 8, 2022 and prepaid bills with General Payables totaling \$ \_\_\_\_\_.

**Vote:** Carried ( - )

Mayor Maggie Ridge

Trustee AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

**Treasurers Report:****Budget Transfers:**

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to approve the budget transfers as listed above from the November 2022 Treasurers Report.

**Vote:** Carried ( - )

Mayor Maggie Ridge

Trustee AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

d) **Clerk – Anne Hartman****Park Permits****Designation of Polling Place for Village Election to be held on March 21, 2023**

**MOTION:** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ that the designated polling place for the Village of Scottsville Election to be held on March 21, 2023 will be the Senior Center located within the Wheatland Municipal Building, 22 Main Street, Scottsville, New York 14546 between the hours of 12:00 Noon and 9:00 pm.

**Vote:** Carried ( - )

Mayor Maggie Ridge

Trustee AJ Peck

Trustee Wayne LaVair

Deputy Mayor Andy Fraser

Trustee Nikki Whitmarsh

**Tax Surrender**

15 tax parcels surrendered to the County totaling \$8,915.00 will be paid to Village in April 2023.

**SunKing Electronics Agreement**

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to authorize the mayor to sign the SunKing Electronic Recycling Agreement term ending November 1, 2024.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee AJ Peck  
Trustee Wayne LaVair

Deputy Mayor Andy Fraser  
Trustee Nikki Whitmarsh

Instream Agreement

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to authorize the mayor to sign the Instream Software Support Agreement term ending December 7, 2023 in an amount of \$2,055.00.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee AJ Peck  
Trustee Wayne LaVair

Deputy Mayor Andy Fraser  
Trustee Nikki Whitmarsh

7. **Trustee Updates:**

Deputy Mayor Andy Fraser – Grants and Planning Board/Zoning Board of Appeals

Trustee AJ Peck – Procurement and ARPA

Trustee Wayne LaVair – DPW

Trustee Nikki Whitmarsh – Social Media and Communications

8. **Mayor's Reports - Maggie Ridge**

Arcadia Power

9. **Old Business**

Vacation Policy  
ARPA Spending Projects

10. **New Business**

Historic District Certificate of Appropriateness

Volleyball, SAA and Wheatland Rec

11. **Executive session**

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to enter into executive session at \_\_\_\_\_ pm to discuss two particular employee matters.

**Vote:** Carried ( - )

Mayor Maggie Ridge  
Trustee AJ Peck  
Trustee Wayne LaVair

Deputy Mayor Andy Fraser  
Trustee Nikki Whitmarsh

**Motion** made by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ to adjourn executive session and return to regular session at \_\_\_\_\_ pm.

**Vote:** Carried ( - )

Mayor Maggie Ridge

Deputy Mayor Andy Fraser

Trustee AJ Peck  
Trustee Wayne LaVair

Trustee Nikki Whitmarsh

12. **Adjournment**

**Motion** made by Trustee  
pm.

and seconded by Trustee to adjourn the Village Board meeting at

**Vote:** *Carried (- )*  
Mayor Maggie Ridge  
Trustee AJ Peck  
Trustee Wayne LaVair

Deputy Mayor Andy Fraser  
Trustee Nikki Whitmarsh

Village of Scottsville  
Board of Trustees Meeting  
Tuesday, October 11, 2022 6:30 pm  
Wheatland Municipal Building  
UNAPPROVED Meeting Minutes

**Call to Order** Mayor Maggie Ridge called the October 11, 2022 Village of Scottsville Board of Trustees to order at 6:30 pm.

**Pledge of Allegiance to the Flag**

**Roll Call**

Present: Maggie Ridge, Mayor  
Andy Fraser, Deputy Mayor  
Wayne LaVair, Trustee  
AJ Peck, Trustee  
Nikki Whitmarsh, Trustee

Also Present: John Manucuso, Attorney  
Katie Garner, Treasurer  
Anne Hartman, Village Clerk  
Todd Schwasman, DPW Foreman  
Jay Coates, Fire Commissioner

**Approval of Minutes**

**Village Board Meeting Minutes**  
*Tuesday, September 13, 2022*

**Motion** made by Deputy Mayor Andy Fraser and seconded by Trustee Wayne LaVair to approve the minutes of the *Tuesday, September 13, 2022* Village Board Meeting as submitted.

**Vote:** *Carried (5-0)*

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Wayne LaVair	AYE		

**Fire District Subdivision SEQRA**

John Mancuso explained the Village of Scottsville will take on lead agency for the subdivision of the land at the fire hall, sale and rezoning of property. This resolution is a SEQRA negative declaration statement.

**SEQRA RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
VILLAGE OF SCOTTSVILLE REGARDING THE WHEATLAND-  
SCOTTSVILLE JOINT FIRE DISTRICT SUBDIVISION**

**WHEREAS**, the Wheatland-Scottsville Joint Fire District (the "Fire District") proposes to subdivide and purchase a portion of real property owned by the Village of Scottsville (the "Village") located at 385 Scottsville Munford Road in the Village (the "Property") containing an existing fire station, and the Board of Trustees proposes to rezone the subdivided Property to be sold to the Fire District (the "Proposed Action"); and

**WHEREAS**, in accordance with the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 NYCRR Part 617, as amended (collectively referred to as "SEQRA"), the Village must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Proposed Action; and

**WHEREAS**, on August 9, 2022, the Village Board of Trustees adopted a resolution declaring its intent to act as Lead Agency and undertake a coordinated review in connection with the SEQRA process; and

**WHEREAS**, the Village Board of Trustees has completed its review of Parts 2 and 3 of the Short Environmental Assessment Form (“EAF”); and

**WHEREAS**, the Village Board of Trustees has given consideration to the criteria for determining significance as set forth in 6 NYCRR § 617.7(c) and the information contained in Parts 1, 2 and 3 of the Short EAF.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES AS FOLLOWS:**

The Proposed Action is classified as an Unlisted Action as it does not exceed any existing thresholds of the Type I list as established through 6 NYCRR § 617, and each of the Whereas Clauses in this Resolution is incorporated by reference as specific findings of this Resolution and shall have the same effect as the other findings herein.

The Village Board of Trustees has considered the significance of the potential environmental impacts of the Proposed Action by: (i) carefully reviewing and examining the responses to the Short EAF, and completing the analyses for Parts 2 and 3 of the Short EAF, together with examining other information and documents concerning the Proposed Action, to identify the relevant areas of environmental concern with respect to potential impacts to land, geological features, stormwater and groundwater, wetlands, flooding, air, historic, archaeological and other recognized and/or protected resources, plants and animals, including threatened or endangered species, noise, odor, or light, human health, critical environmental areas, open space and recreation, aesthetic resources, transportation, agriculture, community character and cumulative impacts, if any, and other potential impacts as required by applicable regulation; (ii) considering the criteria set forth in 6 NYCRR § 617.7(c); and (iii) thoroughly analyzing the identified areas of relevant environmental concern.

Based upon a review by the Village Board of Trustees of the Short EAF and supporting information and documents concerning the Proposed Action, the Board of Trustees hereby finds that the Proposed Action will result in no potential significant adverse environmental impacts requiring the preparation of an environmental impact statement for the Proposed Action. The Board of Trustees issues a Negative Declaration for the action pursuant to 6 NYCRR § 617.7. The reasoning supporting the Village Board of Trustees’ determination of significance for the Proposed Action is more fully set forth in the Part 3 of the Short EAF, which the Board of Trustees approves, adopts, and incorporates by reference.

The Village Board of Trustees accepts the findings contained in Parts 2 and 3 of the Full EAF, and directs the Village Mayor to sign and date Part 3 of the Full EAF.

The requirements of SEQRA have been satisfied and this Resolution shall take effect immediately.

The adoption of the foregoing Resolution was moved by Deputy Mayor Andy Fraser, seconded by Trustee AJ Peck, and duly put to vote, which resulted as follows:

	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Absent</i>
Mayor Maggie Ridge	[ X ]	[ ]	[ ]	[ ]
Trustee Andy Fraser	[ X ]	[ ]	[ ]	[ ]
Trustee AJ Peck	[ X ]	[ ]	[ ]	[ ]
Trustee Wayne LaVair	[ X ]	[ ]	[ ]	[ ]
Trustee Nikki Whitmarsh	[ X ]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

John Mancuso explained the Planning Board will review the subdivision, once that is approved it will come return to the Village Board for rezoning and confirmation of the sale of the parcel.

### **Executive session**

**Motion** made by Mayor Maggie Ridge and seconded by Deputy Mayor Andy Fraser to enter into executive session at 6:38 pm to discuss three particular employee and financial matters.

**Vote:** Carried (5-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Wayne LaVair	AYE		

**Motion** made by Trustee Nikki Whitmarsh and seconded by Mayor Maggie Ridge to adjourn executive session and return to regular session at 6:55pm.

**Vote:** Carried (5-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Wayne LaVair	AYE		

### **DPW Superintendent posting**

**Motion** made by Trustee Nikki Whitmarsh and seconded by Trustee AJ Peck to consider internally posting the job of Department of Public Works Superintendent.

**Vote:** Carried (5-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Wayne LaVair	AYE		

### **Public Before the Board**

No Public

### **Department Reports**

#### **Building Inspector/Code Enforcement Officer – Doug Barber**

39 Main Street - Bears Playgrounds is working with the lawyers and Village Planning and Zoning Board to move forward with their purchase.

CooperVision- Steel framing has been installed for the Warehouse expansion. Project is moving along nicely with all necessary inspections completed. Sprinkler system in the new portion has been tested and is up and running. Temporary CoFo will be issued to the garage portion so equipment can be moved into that portion for staging.

CooperVision is possibly looking to add another addition next year when this warehouse addition is complete. This addition will be for office space. Will keep everyone posted and plans will have to be sent to the Planning and Zoning board for approval if they decide to add on.

Briarwood Apts rehab upgrades to the apartments are moving along. Certificate of Occupancies have been issued to all buildings and are currently occupied. Site work has been progressing. Look for that project to be completed before winter.

15 Rochester Street, asbestos abatement has been completed.

Permit for a Shed on Rochester Street sent to the Historical Board for their Certificate of Appropriateness

Few permits have been opened in the past month for smaller projects throughout the Village and multiple permits have been completed and closed out.

Annual Fire inspections are ongoing, and many businesses have had none to minimal violations.

**DPW – Ken Bohn & Todd Schwasman**

Missed garbage pick-up fee

Light upgrade – 9 LED lights at the shop and 3 at Johnson Park, will make it much brighter and safer.

**Motion** made by Deputy Mayor Andy Fraser and seconded by Mayor Maggie Ridge to expend \$4,253.05 of ARPA money for the upgrade of existing exterior lighting at Johnson Park and the DPW garage the work being completed by Outdoor Lighting Perspectives of Rochester.

**Vote:** Carried (5-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Wayne LaVair	AYE		

**Johnson Park and DPW Garage Doors** – Rochester Colonial supplied a quote to replace the highway garage gas house door (\$3,986.00), two rest room doors at Johnson Park (\$9,468.00) and two pavilion doors at Johnson Park (\$11, 982) a total of \$25,436. More quotes will be coming in. ARPA funds to be used for this expense.

**Recycling Changes**

In an effort to streamline recycling, we would like to pick up the recycling on Tuesday for just the Tuesday garbage day. We will work out a schedule and means to communicate to residents.

Mayor Ridge wants to work with Trustee LaVair and DPW to start the sewer improvements. We have the study completed by Kenyon, we start with the \$40,000 for the areas in most disrepair. There may be areas of the Village that would qualify for the Community Development Block Grant. It is worth looking into.

**Treasurer – Katie Garner**

**Pay Bills:**

**Motion** made by Deputy Mayor Andy Fraser and seconded by Mayor Maggie Ridge to approve payables as listed on the AP Check Register Report through October 13, 2022 and prepaid bills with General Payables totaling \$56,131.75.

**Vote:** Carried (5-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Wayne LaVair	AYE		

**Treasurers Report:**

**Expenses:**

<u>Overspent Lines</u>	<u>Why?</u>
A.7140.4 - Parks Contractual	931.70    Mulch/J.Park Cleaning Fees

**Updates:**

Received EPG initial funding in the amount of \$15,000.00 for Sanitary Sewer study.

Working on CHIPS submission for roadwork done in



August

I volunteered my family again this year to host a trunk for the village;  
if anyone would like to donate a bag of candy on behalf of the village for us to hand out it would be appreciated.  
Please drop off at the village office no later than close of business (1pm) this Friday, October 14th.  
ARPA money will be used for employee raises until the next budget.

Budget Amendments:

Motion to amend budget in an amount not to exceed \$6,711.95 for use of ARPA funds for expenses as listed on the October 11, 2022 Treasurers Report.

ARPA Expenses		Check #	Anticipated Costs	Paid to date
7/5/2022	Johnson Park Playground Mulch	25259		252.00
8/8/2022	Johnson Park Playground Mulch	25279		3,639.95
8/29/2022	GWA Chamber Trail Town Initiative Johnson Park Cleaning	25307	1,500.00	1,500.00
	8/8/2022	25284		590.00
	9/12/2022	25320		730.00
				\$ 6,711.95

**Motion** made by Mayor Maggie Ridge and seconded by Trustee AJ Peck to approve the budget amendments as listed above from the October 2022 Treasurers Report in the amount of \$6,711.95

**Vote:** Carried (5-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Wayne LaVair	AYE		

**Clerk – Anne Hartman**

*Taxes* This is the last month for late payments to the Village

*Newsletter* sent out

*1989 fire truck* A title was never applied, the truck was purchased from Avon Ford (Now a Bob Johnson group) they have no records of vehicles that far back, will ask them for a letter stating that and with the motion to purchase maybe we can get somewhere.

**Trustee Updates:**

Deputy Mayor Andy Fraser – Grants and Planning Board/Zoning Board of Appeals  
Bears Playground will be discussed at the next Planning Board meeting.

Trustee AJ Peck – Procurement and ARPA

Radar signs have arrived we will put Apple tags in to track in case of theft, NYSDOT permit has been returned,

Trustee Wayne LaVair – DPW

Nothing more to report

Trustee Nikki Whitmarsh – Social Media and Communications**Mayor's Reports - Maggie Ridge**

**Halloween Door decorating contest** has officially begun! Village residents are invited to participate by emailing a photo of their creations no *later* than October 17, along with their address and contact information to:  
[villageclerk@scottsvilleny.org](mailto:villageclerk@scottsvilleny.org)

**Talks and Walks, Hikes and Bikes!**

Two great events to showcase the natural and man-made beauty of Scottsville. Both events are the result of passionate people who are proud of our past with clear visions for our future:

Thursday October 20 6:30 PM at Scottsville Free Library:

The Wheatland Historical Association will host Caitlin Meives, Director of Preservation for the Landmark Society. Her topic will be the importance of having a Historic District and what the Landmark Society can offer homeowners.

Sunday October 23 at Johnson Park Pavilion:

The Friends of the Genesee Valley Greenway will host its annual meeting with an afternoon of free events including:

Hike or bike on the newly resurfaced Greenway, including the opportunity to visit the Genesee Valley Canal's only cut stone lock. A guided tour of the Rochester Street Historic District will be hosted by Village Historic Preservation Commission Chair and resident, Jim Yarrington. The rest of the program will include a celebration of the 30 years on the Greenway, a dish-to-pass dinner followed by a brief business meeting. For more information and times for each event, visit: [www.FOGVG.org](http://www.FOGVG.org)

**Nominations being accepted**

It is that time of year when the **Wheatland Community Hall of Fame Salute to Excellence Committee** is collecting nominations for deserving candidates for both the Hall of Fame and Volunteers of Distinction recognitions.

The Committee would appreciate nomination input from the **Village of Scottsville** for consideration as we pull together this year's selections. The following link provides access to the Wheatland Community Hall of Fame web page that identifies previous honorees, there are also links to the nomination forms.

<https://www.wheatlandchamber.org/copy-of-community-hall-of-fame>

Speed radar signs – now at the FedEx building on Jefferson Rd. DPW will pick them up and scope out locations to place them. Still waiting for permit application approval.

Met with the Fire District to move forward on their mandatory referendum. The ballfield property is not for sale and the Village is not interested in a lease. More discussion needed to work out the needs and wants of both parties.

Met with the Historical Preservation Commission. Doug Barber and I will attend their next meeting to clarify roles and responsibilities of each party.

Kevin Marks, Steve Cullum, John Mancuso and I toured Bear's Playground facility, Lima and 39 Main St, Scottsville to get an idea of their manufacturing process in preparation for their meeting and public hearing with the Planning/Zoning Board on Thursday, October 24. Mancuso sent a letter summarizing requirements needed from Bears to proceed with the use variance and site plan review. Changes to the outside of 39 Main St are very minimal.

#### Old Business

Clothing Allowance Policy – language unclear if it is a fiscal year allowance or employee anniversary date. Request reimbursement if employee leaves after purchasing. Board decided not worth pursuing.

Vacation Policy – will look at the County vacation policy, will consider accrual

#### New Business

Crosswalk signs – Trail Town Initiative is seeking permission to put Pedestrian Crossing signs along 383 and 386. These signs would be purchased with the grant.

Offer to purchase land - if Village wants to sell the County does an auction. Board agrees the Village does not want to sell property. It is not posted, will need to be surveyed before posting.

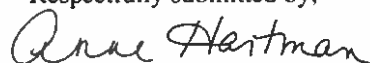
#### Adjournment

**Motion** made by Deputy Mayor Andy Fraser and seconded by Mayor Maggie Ridge to adjourn the Village Board meeting at 8:10 pm.

**Vote:** Carried (5-0)

Mayor Maggie Ridge	AYE	Deputy Mayor Andy Fraser	AYE
Trustee AJ Peck	AYE	Trustee Nikki Whitmarsh	AYE
Trustee Wayne LaVair	AYE		

Respectfully submitted by,



Anne Hartman  
Village Clerk



SUNNKING HQ  
4 Owens Road, Brockport, NY 14420  
P: 585-637-8365 F: 585-637-2282

SUNNKING BUFFALO  
SUNNKING SYRACUSE  
SUNNKING UTICA  
SUNNKING ALBANY



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**NOVEMBER 3, 2022**

**VILLAGE OF SCOTTSVILLE  
389 SCOTTSVILLE MUMFORD ROAD  
SCOTTSVILLE, NEW YORK 14546**

## **Collection Site Recycling Service Agreement**

This service agreement (the "Agreement") is made and entered into on **NOVEMBER 3, 2022** (Effective Date 11/1/22) by and between Sunnking, Inc., hereafter to be referred to as (SK) located at 4 Owens Road, Brockport NY 14420, and **VILLAGE OF SCOTTSVILLE**, hereafter to be referred to as (CUSTOMER), located **389 SCOTTSVILLE MUMFORD ROAD, SCOTTSVILLE, NEW YORK 14546**, for (SK) to provide removal and recycling services for end of life electronics and equipment to (CUSTOMER) for the agreed upon term outlined in the attached "Schedule: A."

The parties hereby agree as follows:

### **1. Authorization**

(SK) operates electronics recycling facilities at 4 Owens Road, Brockport, NY 14420, and 272 Oriskany Blvd., Whitesboro, NY 13492. It is regulated by the NY State Department of Environmental Conservation as an Exempt Electronics Dismantling and Recycling facility. The DEC has on record the required "C7" filings authorizing (SK) to accept and process electronic equipment as scrap. This notice is periodically updated by (SK). (SK) also has the authorization from the NYS DEC to receive and process electronic scrap. Our registration number under the NYS Electronic Equipment Recycling and Reuse Act is 00002.

### **2. Definitions**

(SK)'s Agreement shall include the following covered electronics equipment. All discarded electronic devices including and not limited to Computers, Computer Peripherals, Monitors, Terminals, Wiring & Cabling, Miscellaneous Electronic Scrap, Keyboards, Mice, Computer Peripherals, Typewriters, Fax Machines, Microwaves, Printers/Scanners, Telecommunications Equipment, Televisions, Circuit Boards, Audio/Visual Equipment, Cell Phones, PDA's, Video Game Systems, Business Machines, Small Copiers, Network Equipment, UPS units, and Hubs & Routers and any other equipment (SK) deems acceptable.

Unacceptable electronic equipment according to this agreement shall include Refrigerators, Air Conditioners, Fluorescent Lamps, Select Batteries, Lawn Equipment, Large Kitchen Appliances, Cathode Ray Tubes with broken glass or missing internal components, and other items. No radioactive, volatile, highly flammable, explosive, biomedical, infectious, or other toxic or hazardous material will be accepted. The term "hazardous material" shall include but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law.

### **3. Processing**

(SK) shall take possession of the equipment upon receipt and recycle it by refurbishment for reuse, or by de-manufacturing. The de-manufactured equipment is converted into components or scrap metal, plastic or glass and shipped to end users or subsequent processors. Once received by (SK) the final disposition of the equipment is at the sole discretion of (SK) unless restrictions have been agreed to by (SK) and by the customer and are attached as part of this agreement. All revenue derived by (SK) from the resale of refurbished equipment, components or scrap is solely the property of (SK). (SK) warrants that all material received will be properly managed in full compliance with all US EPA and state regulations as well as R2/RIOS requirements. (SK) will provide to (CUSTOMER) a complete list of scrap processing vendors it uses upon request. All downstream vendors are audited by (SK).

### **4. Data Management**

All hard drives and media devices received in computers or other electronic equipment are either overwritten and erased, or physically destroyed and shipped to a smelter for metal recovery. Additional software and hardware solutions are available to customers if they so specify and additional charges may be incurred. Options for additional data management services must be made prior to the pickup of any individual load that will contain material requiring specialized data destruction service.

5. **Documentation**  
(SK) shall provide to the customer documentation that their equipment has been received and processed. (SK) shall process the equipment in its facility on its own schedule. Statements for each load outline volume, weight and shipping date will be sent in timely fashion upon the receipt of the material.
6. **Fees**  
(SK) shall pay for or charge for its recycling services according to the attached Schedule A. Determination of the quality or quantity of material received will be made by (SK) and will be accepted by the customer unless objected to within 10 days of the presentation of invoice or credit memo.
7. **Pick up**  
(SK) will provide pick-up services either on a scheduled or as needed basis. (CUSTOMER) agrees to collect, package and store the minimum number of pallets of electronics according to the attached Schedule A. (SK) may also provide a 48' or 53' trailer to be spotted at (CUSTOMER) facility/location, if volumes are significant. In addition, (SK) will provide (CUSTOMER) with packaging supplies to include Gaylord boxes, pallets and shrink wrap.
8. **Term**  
This agreement shall be in full force for the agreed upon term outlined in the attached "Schedule: A" following the first pick up of materials. Either party may notify the other party of their intention to terminate the contract with thirty (30) days written notice.
9. **Force Majeure**  
A party shall not be liable for nonperformance or delay in performance (other than the obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party including but not limited to, wars, hostilities, acts of terrorism, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fire, flood, earthquakes, force of nature, explosion, embargo, or any other Act of God, acts or omissions of transportation or carriers, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or government agency.
10. **Confidentiality**  
All information shared by the Parties in this Agreement shall be considered confidential in nature. The information will not be used by either party in any way other than for the sole purpose identified by the scope of this Agreement
11. **Choice of law**  
It is the intention of the Parties that this Agreement shall be governed, construed, interpreted and enforced under and according to the internal domestic laws of the State of New York, without regard to conflicts of laws principles.
12. **Severability**  
It is the intention of the Parties that, should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.
13. **Indemnification**  
(SK) agrees to indemnify, defend and hold (CUSTOMER), its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from any indemnity, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of (SK), its officers, directors, agents, employees or subcontractors.



SUNN KING HQ  
4 Owens Road, Brodport, NY 14420  
P: 585-637-8365 F: 585-637-2282  
SUNN KING BUFFALO  
SUNN KING SYRACUSE  
SUNN KING UTLICA  
SUNN KING ALBANY

**SUNN KING**  
We Rule Electronics Recycling





SUNNKING HQ  
4 Owens Road, Brockport, NY 14420  
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SUNNKING BUFFALO  
SUNNKING SYRACUSE  
SUNNKING UTICA  
SUNNKING ALBANY



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## SCHEDULE: A

Date: **NOVEMBER 3, 2022**  
To: **VILLAGE OF SCOTTSVILLE**  
From: Sunnking, Inc.  
Re: Sunnking, Inc. Recycling Service Agreement  
Term: **2 years**

The following is a service agreement between **VILLAGE OF SCOTTSVILLE**, hereafter to be referred to as (CUSTOMER), and Sunnking, Inc., hereafter to be referred to as (SK) to outline and detail the respective functions of an electronics recycling collection/consolidation site at **389 SCOTTSVILLE MUMFORD ROAD, SCOTTSVILLE, NEW YORK 14546**.

The overall objective of this relationship is to formulate a partnership pertaining to the collection/consolidation and processing of electronics and equipment. The following will outline the duties of each party involved;

### **(SK) - Organizer & End Processor/Recycler Agrees To:**

- Provide a Certificate of Recycling & Destruction detailing the gross weight of collected electronics/equipment from (CUSTOMER) on a per load basis within 1 week of receiving material and a Settlement Report detailing the net weight (by category) of what was processed within 90 days of receiving each load.
- Provide a Multiple Load Settlement Report within 45 days after the end of each calendar year to be used for any state reporting requirements.
- Assist (CUSTOMER) with properly registering as a (SK) collection/consolidation site if required by the state.
- Provide (CUSTOMER) with instructions for the safe and proper packaging and palletizing of collected electronics/equipment. [www.sunnking.com/proper-packaging](http://www.sunnking.com/proper-packaging).
- Adhere to (SK) list of acceptable materials ([www.sunnking.com/acceptable-materials](http://www.sunnking.com/acceptable-materials)).
- Provide transportation/logistics of collected electronics/equipment from (CUSTOMER) location(s) to (SK) for processing.
- Provide pallets, shrink wrap and gaylord boxes for (CUSTOMER) to safely and properly package and palletize collected electronics/equipment.
- List (CUSTOMER) site on (SK) website. [www.sunnking.com/consumer-business/drop-off-locations/](http://www.sunnking.com/consumer-business/drop-off-locations/).
- Responsibly process/recycle all collected electronics/equipment in accordance with all state, federal, and international e-waste laws.
- Securely wipe and/or destroy all hard drives and private information in accordance with all HIPAA, FACTA, GLB and Sarbanes Oxley regulations as well as (SK) R2 Certification.
- (SK) will maintain appropriate General Liability and Auto insurance coverages. (SK) also maintains Workers' Comp and Disability at statutory levels.

VILLAGE OF SCOTTSVILLE

Sunnking, Inc.  
 Print Name: Cynthia Jessop  
 Authorized Signature: Cynthia Jessop  
 Date: 11/3/22

Print Name: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

ELECTRONIC DESCRIPTION	Fee Schedule
Electronics covered by the law: Computers, Computer Peripherals, Small Electronic Equipment, Small Scale Servers. (see attached list)	No Charge
Electronics to be recycled NOT covered by the law - Non CEE (see attached list)	\$0.00/lb.
Bare Tubes and/or Broken CRT Glass	\$0.00/lb.
Fluorescent Light Bulbs (Lamps)	\$1.50/lb.
Freon containing devices	\$0.55/lb.
Batteries - Alkaline/Alkaline Cadmium	\$1.50/lb.
Batteries - Lithium/Button	\$7.50/lb.
Smoke Detectors/Carbon Monoxide Detectors	\$10.00/ea.
Transportation	No Charge
*Packaging - This fee only pertains to packaging of skids or boxes and does not apply to loading the truck.	\$40.00/man hour

- Properly register as a collection/consolidation site as is required by the state.
- Operate as a manned, electronics recycling drop-off site for the agreed upon term.
- Drop-off operations will be staffed during normal business hours of operation as specified by (CUSTOMER).
- Designate a secure storage area at (CUSTOMER) location that is protected from the outdoor elements for collected electronics/equipment to be staged until pickup by (SK). (CUSTOMER) drop-off location must have ground level or dock level access.
- Manage collected electronics on site for safe transportation. This includes separating material by type (CRT televisions, CRT monitors, broken CRT's in a gaylord, flat screen televisions, flat screen monitors, stackable electronics and everything else (miscellaneous) in a gaylord for efficient packaging).
- Minimum requirement for transport: 10 pallets and 5,000 lbs. or 24 pallets and 12,000 lbs.
- Adhere to (SK) list of acceptable materials ([www.sunnking.com/acceptable-materials](http://www.sunnking.com/acceptable-materials)). Collect and store electronics/equipment and package collected material according to (SK) proper packaging requirements ([www.sunnking.com/proper-packaging](http://www.sunnking.com/proper-packaging)).
- Accept all types of electronic waste - A program partner must accept all electronic waste in accordance with the acceptance program(s) it is operating on behalf of (all electronics covered by the law). See attached list.
- Acceptance at no charge to consumers - A program partner collection site may not charge consumers for the acceptance of electronic waste, except from business consumers or for providing a premium service.
- Assume all financial responsibility for any damage to any (SK) owned, rented or leased equipment while at (CUSTOMER) location. This pertains to any damage caused by (CUSTOMER) to person or property including but not limited to trucks/trailers/pallet jacks or other equipment, and includes but is not limited to damage caused by weather, (CUSTOMER) negligence, vehicle accidents, or by any other parties that damage (SK) property while at (CUSTOMER) location.

(CUSTOMER) - Program Partner - Collection/Consolidation Site Agrees To: (initial each box below)



SUNN KING HQ  
 4 Owens Road, Brodport, NY 14420  
 P: 585-637-8365 F: 585-637-2282  
 SUNN KING BUFFALO  
 SUNN KING SYRACUSE  
 SUNN KING ULTA  
 SUNN KING ALBANY





SUNNKING HQ  
4 Owens Road, Brockport, NY 14420  
P: 585-637-8365 F: 585-637-2282

SUNNKING BUFFALO  
SUNNKING SYRACUSE  
SUNNKING LITICA  
SUNNKING ALBANY



**\*\*Below is correspondence from the State regarding changes to the Electronic Equipment Recycling and Reuse Act (Act).**

The NYS Department of Environmental Conservation’s guidance webpages for regulated entities under the Electronic Equipment Recycling and Reuse Act (Act) have been updated to reflect provisions in the recently adopted 6 NYCRR Subpart 368-3 Regulations– Electronic Waste Collection, Recycling and Reuse. The following provisions of the regulations are of significant importance to electronic waste collection sites:

- Choosing to become an electronic waste acceptance “program partner” – A manufacturer or collective electronic waste acceptance program may only operate through program partners. Program partners are the registered collection sites, consolidation facilities, recycling facilities or collectors that accept electronic waste as part of a manufacturer’s and/or collective’s electronic waste acceptance program. A collection site is not required to become a program partner, however, if it does become a program partner, **the collection site should expect to have its costs for acceptance of electronic waste covered by the manufacturer or collective acceptance program(s) in which it participates.** There are additional requirements for non-program partner collection sites detailed on the Department’s guidance page for electronic waste collection sites.
- Acceptance at no charge to other program partners – A program partner is prohibited from charging any other program partner for costs associated with acceptance of electronic waste that is part of a manufacturer or collective acceptance program, including, but not limited to, costs for, or related to, collection, handling or transportation. Program partner recycling and consolidation facilities **may not charge collection sites** for services provided as part of an electronic waste acceptance program.
- Acceptance at no charge to consumers - A program partner collection site **may not charge consumers** for the acceptance of electronic waste, except from business consumers or for providing a premium service.
- Accept all types of electronic waste – A program partner collection site must accept all electronic waste in accordance with the acceptance program(s) it is operating on behalf of.

Please review the updated guidance page for electronic waste collection sites for a summary of requirements under the Act and supporting regulations, as the above list is not comprehensive. Collection sites are expected to be in compliance with the regulations by **January 1, 2023**. If you have any questions or concerns, Department staff are available to help.

Regards,

**The E-waste Recycling Team**  
Product Stewardship & Waste Reduction Section  
Division of Materials Management  
**New York State Department of Environmental Conservation**  
625 Broadway, Albany, NY 12233-7253  
P: (518) 402-8706 | F: (518) 402-9024 | [ewaste@dec.ny.gov](mailto:ewaste@dec.ny.gov)  
[www.dec.ny.gov](http://www.dec.ny.gov) |   



**Department of  
Environmental  
Conservation**





- Any motor vehicle or any part thereof
- Camera or video camera
- Portable or stationary radio
- Household appliances such as clothes washers, ovens, dryers, refrigerators, freezers, microwaves
- Equipment that is functionally or physically part of a larger piece of equipment intended for use in an industrial, research and development or commercial setting
- Security or anti-terrorism equipment monitoring and control instrument or system;
- Thermostat
- Hand-held transmitter
- Telephone of any type
- Portable digital assistant or similar device
- Calculator
- Global positioning system (GPS) receiver or similar navigation device
- Server other than a small-scale server
- Cash register or retail self-checkout system
- Stand-alone storage product intended for use in industrial, research and development or commercial settings
- Commercial medical equipment that contains within it a cathode ray tube, a flat panel display or similar video display device, and is not separate from the larger piece of equipment or other medical devices as that term is defined under the Federal Food, Drug and Cosmetic Act

- Computers (including laptops, desktops, tablets, & e-readers)
- Televisions
- Cathode ray tubes
- Computer peripherals (including any cable, cord, or wiring accompanying the computer peripheral)
- Monitors
- Electronic keyboards
- Electronic mice or similar pointing devices
- Facsimile machines, document scanners and printers (only those intended for use with a computer and weighing less than 100lbs.)
- Small electronic equipment (including any cable, cord, or wiring accompanying the small electronic equipment)
- VCRs
- Digital video recorders (DVRs)
- Portable digital music players
- DVD players (including projectors with DVD player capabilities)
- Digital converter boxes
- Cable or satellite receivers (including digital media receivers)
- Electronic or video game consoles (including both handheld devices and those intended for use with a video display device)
- Small scale servers

**COVERED ELECTRONICS DOES NOT INCLUDE:**

**ELECTRONICS COVERED BY THE LAW:**

**UNACCEPTABLE MATERIALS**

- Gas powered equipment
- Radioactive materials
- PCB containing materials
- Large appliances (stoves, washers, dryers, dishwashers)
- Batteries (alkaline, wet cell, dry cell)
- CDs, DVDs, VHS tapes, and cassette tapes
- Wooden speakers

We cannot accept:

- Smoke detectors
- Devices containing liquid mercury
- Freon containing devices/materials
- Broken/bare CRTs
- Household hazardous waste
- Materials containing liquids
- Yard equipment

## Proper Packing Instructions



### CRT TELEVISIONS

- Large TVs should be layered at the bottom of the pallet with smaller TVs toward the top.
- TVs should be packaged 5-6' tall
- Screens should always face outward
- Shrink wrap first layer to pallet to avoid shifting
- Use as much shrink wrap as necessary to secure TVs
- Broken and bare CRT TVs should be placed in a separate gaylord



### CRT MONITORS

- Each layer should have 5 monitors facing down, 4 facing up (9 per layer)
- Monitors should be packaged 3-5 layers tall (5-6' tall)
- Cardboard layer between stacks
- Shrink wrap first layer to pallet to avoid shifting
- Use as much shrink wrap as necessary to secure monitors
- Broken and bare CRT monitors should be placed in a separate gaylord



### FLAT SCREEN TELEVISIONS

- Alternate back-to-back and screen-to-screen
- Televisions on outside of row should be facing the outside wall of the gaylord container
- Place similar size TVs facing each other
- Use cardboard to separate screen faces



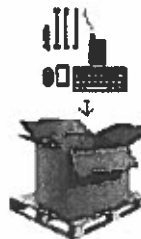
### FLAT SCREEN MONITORS

- 2 layers tall (cardboard layer between stacks)
- Alternate back-to-back and screen-to-screen
- Monitors on outside of row should be facing the outside wall of the gaylord container
- Place similar size monitors facing each other
- Use cardboard to separate screen faces



### STACKABLE ELECTRONICS

- Items such as desktop towers, microwaves, DVD players, VCRs, servers, and other items that are square/rectangular
- Stackable items should be package 5-6' tall
- Shrink wrap first layer to pallet to avoid shifting
- Use as much shrink wrap as necessary to secure monitors



### MISCELLANEOUS E-WASTE

- Items such as cables/wires, laptops, printers, cameras, cell phones, computer accessories, and any other small electronics with a circuit board or cord



# **Software Support Agreement**

SCOTTSV01

12/8/2022 – 12/7/2023

The following document describes a Maintenance and Support Agreement between:

**InStream LLC  
1201 Indian Church Road  
Buffalo, New York 14224-1383**

Hereafter referred to as the "Dealer" and:

**Village of Scottsville  
22 Main St  
Scottsville, NY 14546**

Hereafter referred to as the "Customer".

## **(A.) SCOPE OF COVERAGE**

1. Support consists of the following:
  - a) Telephone, VPN (Internet) and on-site\* Support calls.  
\*Please refer to the procedure section of paragraph F.
2. The Annual Maintenance charge specified is based upon the System (defined as all software sold to the Customer by the Dealer as described in the statement of work) being used during normal business hours (8:30 AM – 5:00 PM) with VPN access. If VPN access is not provided Dealer reserves the right to adjust the Support charge accordingly and/or bill the Customer at the Dealer's current hourly rate.
3. Subject to the last sentence of this paragraph A (3), all Support services provided by the Dealer that are not covered by this Agreement will be billed to Customer at Dealer's then current hourly rate. The current rates are \$200.00 per hour for the first hour. Additional hours are billed in 15-minute increments. There is a one hour minimum for all on-site visits. A block of 8 hours may be purchased for \$1,450.00 payable in advance. Rates are in effect Monday through Friday 8:30 AM to 5:00 PM. Off hour rates are \$500.00 call charge and \$350.00 per hour with a one hour minimum. Off hour rates are in effect Monday through Friday 5:00 PM to 8:30 AM, all day Saturday and Sunday.
4. The Customer understands and agrees that proper operation of the System included in this Agreement is dependent on the Customer having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cables, and adherence to normal system maintenance guidelines. End users and system administrators need to be Windows trained.

5. Customer agrees to perform both regular computer and System backups.
6. Support does not include customization, application design/setup, training or programming. If furnished, the foregoing items will be invoiced at the Dealer's then current rates as described in paragraph A(3) for such services.
7. Software Support does not include modifications to the System, preparations or packing for the purpose of moving the System or Support requested or performed outside the Dealer's regular business hours. If furnished, the foregoing items will be invoiced at the Dealer's then current rates as described in paragraph A(3) for such services.
8. Existing or Customer supplied Software/Hardware (computers required to run the system as described in the statement of work) must be in good working condition on the commencement date of this Agreement and throughout the Agreement period. Dealer Service or Support required to place the Hardware in such condition will be invoiced to Customer at the rates specified in paragraph three.
9. Software Support Agreement commences with installation or serialization of the product.

**(B.) SITE MAINTENANCE, POWER REQUIREMENTS, ENVIRONMENT**

1. By acceptance of this Agreement, the Customer agrees not to move, disconnect or alter the configuration/components of the System without prior consent from the Dealer. This includes not changing the system date and time. Changing the system date and/or time, and the implications it may have on the installed software covered under this Agreement, will result in a chargeable support call, if assistance is required.
2. If an Uninterruptable Power Supply ("UPS") is used with this System, Customer is responsible for monitoring the status indicators on the UPS and notifying the Dealer if service is required.
3. Customer will maintain a reasonably clean, stable-operating environment for the System, free of excessive humidity, dust, dirt and any other environmental concerns that could have an adverse effect on the System components and performance.
4. Customer agrees to provide and maintain at the Customer's expense, VPN access. This access is essential to provide support services; if it is not provided Dealer reserves the right to charge at the rate described in paragraph A(3) as well as for any additional expenses incurred.

**(C.) CUSTOMER NOTIFICATION PROCEDURES**

1. In the event of a System malfunction, the Customer shall document whenever possible any error messages or codes generated by the Hardware or Software of the System.

2. Once the Customer has determined that System support is necessary from the Dealer, Customer will call Dealer and request System support. The Customer will need to provide the Contract Number, a detailed description of the problem, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by the Customer.
3. In response to a request for System support from the Customer, Dealer may, at its sole discretion, elect to initially respond with telephone and/or VPN support in order to effect repairs to the System.
4. In response to a request for System support from the Customer, Dealer may, at its sole discretion, repair a defective item or elect to replace an item with a similar component having like features and capabilities. In the event of component replacement, all defective items become the property of the Dealer.

#### **(D.) SPECIFIC EXCLUSIONS**

The following items are specifically excluded from this Agreement, and the responsibility for performing these functions rests solely with the Customer:

1. **HARD DISK MAINTENANCE:** Disk surface test and integrity analysis; Disk defragmentation; Virus scanning and protection.
2. **FLOPPY DRIVE, CD DRIVE, DVD DRIVE and TAPE DRIVE MAINTENANCE:** Head Cleaning; Head Cleaning Kit.
3. **DATABASE INTEGRITY:** Routine database or index file rebuilds; database restoration from backup source.
4. **BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES:** Performing regular backups to tape, floppy or optical, as applicable; Testing the integrity of the backup media and data/images, as well as the Systems ability to restore data from backup source; Proper, safe storage of the backup media.
5. This Agreement does not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds.
6. This Agreement does not cover service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-Dealer personnel; malfunctions of parts, attachments or programs not supplied and installed by the Dealer; aging, obsolete or incompatible Hardware or Software not supplied and installed by Dealer; the use of inferior or incompatible parts or supplies as determined by the Dealer; unauthorized modification; or other conditions beyond Dealer's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.

7. This Agreement does not cover media, including but not limited to: optical disks, CD's, floppy disks, tapes, consumable supply items, lamps, screens, mirrors, glass, motors, drums or developer.
8. This Agreement does not include the services of a technical support representative outside of Dealer's normal business hours. Those services will be billed to Customer at Dealer's off hour rates described in paragraph A(3).
9. This Agreement does not include the services of a technical support representative for re-installation of the software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to Customer at the current support rate listed in paragraph A (3).

#### **(E.) GENERAL**

1. Approximately 60-90 days prior to expiration Dealer will offer the option to renew to Customer. Failure to accept by the expiration date will result in cancellation of this Agreement. Acceptance of the renewal after the expiration date will result in 3% reinstatement charge and a 15% Prime Protect uplift.  
a.)\*\*\*ANY CHANGES MADE TO YOUR CURRENT SYSTEM OR CANCELLATION OF MAINTENANCE NEED TO BE MADE 90 DAYS PRIOR TO THE EXPIRATION DATE.\*\*\*
2. This Agreement is not assignable by the Customer unless the Customer receives the Dealer's written consent which is in the complete and total discretion of the Dealer. In addition, this Agreement may be cancelled by the Dealer, upon written notice to the Customer, if the System is sold, transferred or leased by the Customer to another entity.
3. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.
4. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use, Software, Hardware or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.
5. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.

6. Dealer's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

**(F.) PROCEDURES**

1. Annual Maintenance: Entitles the Customer to contact a trained technical support representative with questions regarding Dealer's System. Dealer's courteous support team may be reached on the phone between 8:30AM and 5:00PM ET, or by fax. Dealer's personnel will access client systems VPN for remote control.
2. Support Services: When contacting the Dealer's technical support department, please be sure to have the following: company name, the product in question, the product version Customer is using or the hardware serial and 5-digit equipment number.

8:30AM and 5:00PM ET, Monday - Friday.  
Toll Free: (800) 722-2435  
Local: (716) 675-2121  
Fax: (716) 675-8627  
Email Address: Will be provided

3. Days and Hours of Coverage: This Software Support Agreement covers service during Dealer's normal working hours, 8:30 a.m. to 5:00 p.m. local time, Monday through Friday: unless an Extended Hours option is purchased. Coverage on National Holidays (New Year's, Easter, Memorial, Independence, Labor, Thanksgiving and Christmas Day) is not included in Dealer's normal working hours. Extended coverage can be purchased for these holidays at the following rates:

Call Charge     \$600.00  
Hourly Charge   \$275.00

4. Response Time: Phone Response: Dealer's objective is to provide telephone response to support calls as follows

<b><u>Type of Problem</u></b>	<b><u>Response Time</u></b>
System down situations and problems critically impacting operations	Within 2 hours
Problems not critical to operations	Within 4 hours
General information inquiries	Within 8 hours



5. Remote Access: Support Technicians can connect directly to Customer's system, via remote access, allowing for support delays to be minimized.  
*- InStream recommends TeamViewer, and will assist in the install and setup, at no charge. Any other remote access products are acceptable; however, InStream's time to assist in the setup of these will be debited from your block of hours.*

On-Site Support: If on-site support is required the technician will set up a designated time agreed upon by the Dealer and the Customer.

Software Upgrades: Dealer will contact Customer to notify it of the availability of new releases of software. New releases will include new features, as well as new listings of third-party product compatibility, including but not limited to operating systems and Hardware. The new features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At that time, it will be the Customer's responsibility to upgrade its environment to meet the needs of the new release, as specified. New releases are included in this agreement. Dealer shall provide reasonable assistance to help Customer install new releases. Dealer cannot guarantee support for older software versions that have been declared as non-supported versions by the software developer (as defined in the statement of work).

6. Remote Support: Dealer requires that every Customer allow VPN access to the system for technical assistance. It also serves as a learning process since the end user sees all functions as they occur.
7. System Maintenance: While Dealer can assist Customer with any question relating to Dealer's software products, proper system maintenance by the user can greatly improve system reliability and performance. General system maintenance should include database maintenance and back-ups, hardware preventative maintenance and version updates of third-party software with any application service packs. If Customer is unsure of the suggested maintenance for its system, Customer must contact its system provider.

**(G.) WARRANTY:**

Dealer represents and warrants that the services provided under this Agreement will be performed in a workmanlike manner in accordance with industry standards.

**Software Support Agreement**

**SCOTTSV01**

**Effective Dates: December 8, 2022 through December 7, 2023**

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.**

**InStream LLC**

**VILLAGE OF SCOTTSVILLE**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Signature)**

**Beth Karolewski**

\_\_\_\_\_  
**(Typed or Printed Name)**

\_\_\_\_\_  
**(Typed or Printed Name)**

**Contract Administrator**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Title)**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Dealer Address and Support Number:**

**InStream LLC  
1201 Indian Church Road  
Buffalo, New York 14224-1383**

**(800) 722-2435**

**\*\*To create a new support ticket, use the support portal <https://instreamllc.zendesk.com> and supply contact/product information.**

**Software Support Agreement**  
**No. SCOTTSV01– EXHIBIT A**  
**12/8/2022 – 12/7/2023**

**Important Renewal/Termination Policy changes**

Open Text (ApplicationXtender) has announced a change to their Renewal/Termination Policy. Effective immediately:

- PAYMENT must be RECEIVED 72 hours before the renewal date to avoid a permanent price increase of approximately 15% as well as a 3% late fee
- Any changes made to your current system or cancellation of the maintenance needs to be made 90 days prior to the expiration date.

There will be **No Exceptions** to this rule.

**Covered Software**

<b><u>MODEL</u></b>	<b><u>VERSION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>SERIAL/KEY #</u></b>	<b><u>PRICE</u></b>
EMC	6.0	ApplicationXtender	1 user	\$2,055.00

**TOTAL CONTRACT PRICE IF RENEWED PRIOR TO 12/1/2022: \$2,055.00\***  
**\*Plus Sales Tax if applicable**