

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

Arista Master Services Agreement

This Master Services Agreement (“MSA”), dated _____, by and between **Arista Information Systems, Inc. (“Arista”)**, a Georgia corporation, and of Endicott Municipal Water Department (“**Customer**”), in New York (Arista and Customer, each a “Party” and jointly the “Parties”).

WHEREAS, Arista wishes to provide, and Customer wishes to acquire, products and services as described herein;

NOW THEREFORE, in consideration of these mutual promises and benefits and for good and valuable consideration, the sufficiency of which is herein acknowledged, the Parties hereto agree as follows:

1. Services to be Provided. This MSA sets forth the terms and conditions upon which Arista agrees to provide and Customer agrees to purchase such services as shall be specified in one or more Service Schedules that Arista and Customer shall choose to enter into from time to time. Each such Service Schedule is hereby incorporated into and made a part of this MSA by reference as fully as if set forth herein.

2. Term and Termination.

(a) The term of this MSA shall commence upon the later of (i) the last date on which either Arista or Customer executes this MSA or (ii) the effective date of any Service Schedule hereunder executed by Arista and Customer.

(b) This MSA shall terminate upon the termination of all Service Schedules executed by Arista and Customer subject to this MSA.

(c) Either Party may terminate this MSA and any related Service Schedule upon five (5) days’ prior written notice to the other Party in case of the occurrence of any of the following events (each an “Event of Default”):

(i) A material adverse change in the business, financial condition, business procedures, products or services of the other Party; or

(ii) A sale of all or a substantial portion of the other Party’s assets; or

(iii) The other Party commences a voluntary case under the Bankruptcy Code (Title 11 of the United States Code); files a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into an arrangement for adjustment of debts; consents to or fails to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; generally becomes unable to pay its

Arista Master Services Agreement

debts or trade obligations as they become due; makes a general assignment for the benefit of creditors; or takes any corporate action for the purpose of authorizing any of the foregoing; or

- (iv) Commencement of a case or other proceeding against the other Party in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, or the appointment of a trustee, receiver, custodian, liquidator or the like of the other Party; or
- (v) The other Party defaults in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this MSA or any related Service Schedule.

Upon the occurrence of any such Event of Default by Customer, all amounts payable hereunder by Customer to Arista shall be due and payable on demand.

(d) After termination or expiration of this MSA or any related Service Schedule for any reason whatsoever, Customer shall continue to bear total responsibility for all fees, credits and adjustments resulting from transactions processed pursuant to this MSA and any related Service Schedule and all other amounts then due or which thereafter may become due to Arista under this MSA and related Service Schedules.

3. Pricing/Invoicing.

(a) The prices for any products and services are set forth in the applicable Service Schedule.

(b) Any sales and use taxes, and any other similar taxes applicable to any production, sale, use, storage, delivery or transportation of products and services provided by Arista shall be calculated by Arista and included in Customer's monthly statement to be paid by Customer.

(c) Arista will send a statement of the compensation due it under this MSA and any related Service Schedule by the fifteenth (15th) day of each month, and Customer shall make payment within ten (10) days after receipt of the statement.

(d) A late payment charge of 1.5% per month, shall apply to any payment or reimbursement due from Customer that is in arrears for a period of thirty (30) days or more from the date such payment first became due.

4. Parties' Data /Proprietary Rights.

(a) All data furnished to Arista or its agent by Customer pursuant to this MSA and any related Service Schedule shall at all times remain the property of the Customer. Arista

Arista Master Services Agreement

shall not be responsible for loss or destruction of Customer's data or materials, unless due solely to the negligence or intentional misconduct of Arista. Arista's liability under this Section for any loss or destruction of data is limited to restoring the data without charge to the Customer, provided such restoration can be reasonably performed by Arista, and further provided that Customer provides Arista all source data and materials in readable format for such restoration; it being presumed conclusively that any data delivered to Arista has been backed up by duplicate material retained by the Customer. Arista shall have the right to copy and retain all such data and materials for its files as it deems necessary for emergency backup and internal processing use.

(b) Customer shall use its best efforts to assure the accuracy and adequacy of all data and other items provided to Arista, and for all results obtained therefrom. Arista shall not be responsible for errors or omissions resulting from any inaccuracy or defect in any data or materials supplied by its agents or by third parties. Customer shall pay Arista, at rates specified in the applicable Service Schedule, or at Arista's then prevailing rates if not specified in such Service Schedule, for any processing reruns or other additional work performed by Arista due to Customer data or materials which are incorrect or incomplete.

(c) Arista agrees to deny unauthorized access to and take reasonable steps to protect the confidentiality of Customer's data and materials and any resultant output that is designated as confidential by Customer. Notwithstanding the foregoing, Arista may provide such information as Arista deems reasonably necessary to any third parties, including its affiliates, who may provide any of the products or services under this MSA and any related Service Schedule, provided such third party agrees to keep such confidential data and material confidential.

(d) All information, programs, software, artwork, films, molds, plates, dyes, negatives, positives and all other items, machinery or materials furnished, developed or created by Arista, its contractors, subcontractors, affiliates or agents in providing the products and services under this MSA and any related Service Schedule, and all operating manuals related thereto shall remain Arista's exclusive property.

(e) Customer agrees that Arista has a proprietary interest in the services and that establishing services may require information which is or should reasonably be understood to be confidential or proprietary to Arista to be exchanged between Customer and Arista relating to computer hardware systems, software systems, communications systems, data security systems, passwords, data formats, or other technological or procedural information. As a condition for Arista to provide such information to Customer relating to a service, Customer agrees that it shall: (1) keep such confidential information confidential; (2) implement commercially reasonable procedures to maintain its confidentiality; (3) use it only for the purposes for which it was disclosed; and (4) not disclose such information to any party other than those for whom the receipt of the Confidential Information is necessary for the establishment and ongoing provision of the service. Customer shall ensure that its affiliates, employees, directors, officers agents or representatives maintain the confidentiality of the such confidential information. If Customer ceases to use any service, Customer shall return to Arista all related confidential

Arista Master Services Agreement

information it has received.

(f) Neither Party shall be required to keep confidential any information or data which is or becomes publicly available, is already known or is independently developed by such Party outside the scope of this MSA and any related Service Schedule, or is rightfully obtained by third parties.

(g) The Parties agree that if any of the provisions of this Section 4 are breached, or threatened to be breached, a remedy at law may be inadequate and, therefore, without limiting any other remedy available at law or in equity, an injunction, specific performance or other forms of equitable relief or any combination thereof shall be available to the non-breaching Party. The non-breaching Party also shall be entitled to recover damages (including attorneys' fees) resulting from the breach and the reasonable cost (including attorneys' fees) of enforcing the obligations reflected in this Section.

5. Warranties.

(a) Upon written request of Customer, Arista shall pursue with reasonable diligence a claim for breach of, or at Arista's option shall assign and transfer to Customer, any warranty available to Arista from manufacturers or third-party vendors for products supplied to Customers under the terms of this MSA or any related Service Schedule.

(b) Arista shall use reasonable care in processing all data and materials submitted to it and in performing and providing the services set forth in this MSA and any related Service Schedule. Data and materials shall be processed in accordance with commercially reasonable data processing procedures. If computer services are interrupted or delayed for any reason, Arista will resume the computer services as soon as reasonably practical. Arista shall not be liable for any damages arising from delays in processing or in the delivery of the processed work.

(c) THE FOREGOING COMPRISES CUSTOMER'S SOLE AND ENTIRE WARRANTY. THIS MSA AND ANY RELATED SERVICE SCHEDULE ARE SERVICE AGREEMENTS AND TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ARISTA DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS MSA AND ANY RELATED SERVICE SCHEDULE.

(d) CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY EMPLOYEE OR REPRESENTATIVE OF ARISTA OR ITS AFFILIATES SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MSA OR ANY

Arista Master Services Agreement

SERVICES TO BE PERFORMED PURSUANT TO ANY RELATED SERVICE SCHEDULE.

6. Limitation of Liabilities.

(a) Arista undertakes to perform only such duties as are expressly set forth in this MSA and any related Service Schedule, and Arista shall not be bound by any agreement or document between Customer and any other parties to which Arista is not a signatory, whether or not Arista has knowledge thereof. Notwithstanding any other provision of this MSA and any related Service Schedule, it is agreed by the Parties hereto that Arista shall not incur any liability with respect to any action taken or omitted to be taken by Arista under this Agreement in reasonable reliance upon any documents or instructions provided by Customer pursuant to this MSA or any related Service Schedule.

(b) In the event errors or deficiencies in completed work result from Arista's performance under this MSA or any related Service Schedule, Arista will correct such errors or deficiencies for which Arista receives timely notice from Customer, but Arista's obligations shall be limited to correcting such errors or deficiencies. Where correction is impossible or impractical, Customer shall be entitled to a refund for that portion of the computer services or products which contain such errors or deficiencies caused by Arista's performance.

(c) IN NO EVENT SHALL ARISTA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR MARGINS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PRODUCTS OR SERVICES PROVIDED UNDER THIS MSA AND ANY RELATED SERVICE SCHEDULE, OR THE PERFORMANCE OR BREACH OF SAME, EVEN IF ARISTA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ARISTA'S LIABILITY HEREUNDER TO CUSTOMER, IF ANY, SHALL IN NO EVENT EXCEED 5 TIMES THE TOTAL OF THE FEES PAID TO ARISTA BY CUSTOMER FOR THE PRODUCT OR SERVICE FOUND OR ALLEGED TO HAVE CAUSED CUSTOMER'S LOSS, DAMAGE OR LIABILITY.

7. Indemnification.

(a) Customer agrees to indemnify, hold harmless and defend Arista, its affiliates, and their respective members, directors, officers, employees, agents and consultants from and against any and all liability, claims, actions, causes of action, losses damages, demands, suits, judgments, costs and expense (including attorney's fees and expenses) of every nature and description, presented or brought for any injuries (including death) to persons and for any damages to property to the extent arising out of or relating to (1) the negligence or intentional misconduct of Customer and its employees, agents, and consultants; (2) Customer's material failure to comply with the terms and conditions of this MSA; or (3) Customer's provision of services to its customers; including, but not limited to, any and all costs, expenses, legal fees and liabilities incurred in connection with the investigation, defense or settlement thereof.

Arista Master Services Agreement

(b) Arista agrees to indemnify, hold harmless, and defend Customer, its affiliates, and their respective members, directors, officers, employees, agents, and consultants from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs, and expenses (including attorney's fees and expenses) of every nature and description, presented or brought for any injuries (including death) to persons and for any damages to property to the extent arising out of or relating to: (1) the negligence or intentional misconduct of Arista and its employees, agents, and consultants; or (2) Arista's material failure to comply with the terms and conditions of this MSA; including, but not limited to, any and all costs, expenses, legal fees, and liabilities incurred in connection with the investigation, defense, or settlement thereof.

8. **Change of Procedures Due to Third Parties.** Customer recognizes that in order for Arista to provide certain services to and for Customer, Arista must obtain services from third parties, including Arista's affiliates, related to such services, and in doing so must comply with the procedures imposed on Arista by such parties, including any entity formed to administer and promote credit or debit cards, including without limitation MasterCard International, Incorporated, Visa U.S.A., Inc. and Visa International and with all policies, procedures, operating rules, agreements or federal or state laws and regulations applicable to e-check Transactions, including the rules and operating guidelines of the National Automated Clearing House Association. Customer acknowledges and agrees that Arista, as a result of revisions to such third party procedures, from time to time will be required to change those procedures applicable to Customer or to impose new procedures, including but not limited to procedures related to security, processing of transactions, and features and use of the services. In addition, Arista may be required to modify, amend or terminate procedures, conditions, features or requirements regarding the services or the processing of transactions in order to comply with the requirements of applicable laws, regulations, or government policies. Arista will endeavor to provide Customer with thirty (30) days' prior written notice of such changes in procedures, and those changes will be deemed incorporated into this MSA or applicable Service Schedule at the end of such period. In the event such prior notice cannot be given, Arista will endeavor to give Customer notice of such changes in procedures as soon as reasonably practicable.

9. **Force Majeure.** Neither Party shall be deemed in breach of this MSA or any related Service Schedule to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice of such Force Majeure promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.

10. **Equal Opportunity Clause.** This MSA and any related Service Schedule hereby incorporates the equal opportunity clause, Section 60-1.4, and the affirmative action clause for handicapped workers, Section 60-741.4, pursuant to Executive Order 11246, as amended, Section

Arista Master Services Agreement

503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. 4212, and implementing regulations.

11. Arbitration.

(a) Any and all claims and disputes between Customer and Arista related to, arising out of, or in connection with this MSA and any related Service Schedule or its performance, breach, or termination (including the existence, validity and interpretation of this MSA and any related Service Schedule and the applicability of any statute of limitation period) shall be resolved by binding arbitration. Except as specifically modified herein, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as amended and supplemented from time to time, including those rules giving the arbitrators power to rule on their own jurisdiction and any objections to the existence, scope, or validity of the arbitration agreement itself. Any arbitration hearing conducted hereunder shall be held at the primary office of Arista unless the Parties expressly agree otherwise.

(b) The Party initiating arbitration shall nominate one (1) arbitrator at the same time it initiates arbitration. The other Party shall nominate one (1) arbitrator within fifteen (15) days after receiving the initiating Party’s nomination. The two (2) arbitrators (the “Party-Appointed Arbitrators”) shall appoint a third, neutral arbitrator (the “Third Arbitrator”). All arbitrators shall be impartial and independent of either Party and not employed by any of the Parties in any prior matter.

(c) If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within fifteen (15) days from the date of the second Party-Appointed Arbitrator’s appointment, then the Third Arbitrator shall be selected by the AAA with due regard given to the selection criteria above and input from Customer, Arista and the Party-Appointed Arbitrators. The Parties shall request the AAA to complete selection of the Third Arbitrator no later than sixty (60) Days from initiation of arbitration.

(d) Except to the extent inconsistent with or prohibited by applicable law, or to the extent necessary to confirm or enforce any award made by the arbitrators, the existence and outcome of any arbitration proceeding between Customer and Arista shall be held in confidence by the Parties. The Parties further acknowledge their intent that documents produced by a Party in the course of the arbitration or provided by such Party to the arbitration panel shall be deemed confidential and that the receiving Party shall maintain the confidentiality of such documents. Accordingly, prior to the exchange of documents during the course of any arbitration proceeding, the Parties shall enter into a mutually agreeable form of confidentiality agreement, or failing such agreement, the arbitrators shall enter an appropriate confidentiality order. The Parties agree that any claim or dispute regarding compliance with the foregoing obligation of confidentiality or any claimed breach of the confidentiality agreement or order, whether asserted before or after the conclusion of the arbitration, shall be submitted to the arbitration panel that is hearing or heard the underlying dispute and that the arbitration panel may conduct an expedited hearing thereon. In any such proceeding, the arbitrators shall have the discretion in their

Arista Master Services Agreement

sole judgment to award any relief, including equitable relief and damages, permitted by the AAA Rules for each violation of confidentiality as determined by the Panel.

12. General Contract Provisions.

(a) Authority. Each Party warrants and represents to the other that: (i) it has the power and authority to execute, deliver and perform this MSA and (ii) the person executing this MSA on behalf of it is an officer or authorized individual authorized to bind the Party with respect to its obligations hereunder.

(b) Construction. This MSA and any related Service Schedule is an agreement between Parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this MSA and related Service Schedule, is entered into by both Parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the Party which prepared the instrument or drafted any portion thereof, the relative bargaining powers of the Parties, or the domicile of any Party.

(c) Publicity. Customer consents to the public use of its name as a customer of Arista.

(d) Governing Law. This MSA and any related Service Schedule shall be governed by the laws of the State of New York (and overriding federal law) (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters pertaining hereto, including, but not limited to, matters of validity, construction, effect, performance, and arbitration. Any controversy or claim related to this MSA or any related Service Schedule shall be resolved in the courts of the State of New York. Each of the Parties hereto hereby submits to the personal jurisdiction of the courts of the State of New York for purposes of any court action filed in connection with this MSA and any related Service Schedule, and any such action filed in any other court may be forthwith removed to the courts of the State of New York by any party to such action.

(e) Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other shall be deemed or construed to be a consent to or waiver of any other breach or default under this MSA or any related Service Schedule. Failure on the part of any Party hereto to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such Party under this MSA or any related Service Schedule.

(f) Captions. The captions used for the paragraphs in this MSA and any related Service Schedule are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this MSA or any related Service Schedule or any section hereof.

Arista Master Services Agreement

(g) Entire Agreement. This MSA and any related Service Schedule constitutes the entire agreement between the Parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this MSA and any related Service Schedule are hereby canceled.

(h) Appendices. Each and every Appendix attached to any related Service Schedule is hereby incorporated into and made a part of this MSA and such applicable Service Schedule by reference as fully as if set forth herein.

(i) Amendments. This MSA and any related Service Schedule may be amended only by written agreement executed by all Parties hereto.

(j) Counterparts. This MSA and any related Service Schedule may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

(k) Notice. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered as follows:

If to Arista:

Arista Information Systems
Attention: Thom Sutherland - CFO
100 Ashford Center North
Suite 500
Atlanta, Georgia 30338-4865
Telephone Number: (770) 414-8400
Telecopy Number: (770) 414-1122

If to Customer:

Endicott Municipal Water Department
Attention: Anthony Bates – Village Manager
1009 East Main Street
Endicott, NY 13760
Telephone Number: (607) 757-2454

or as to either Party, at such address as shall be designated by such Party in a written notice to the other Party. All such notices and other communications shall be effective (i) if mailed, when received as evidenced by return receipt; (ii) if telecopied, when successfully transmitted; or (iii) if hand delivered, when delivered.

(l) Assignment. Neither this MSA nor any related Service Schedule may be assigned, in whole or in part, by Customer without Arista's express, written consent. Any purported assignment by Customer without such consent shall be without legal effect.

Arista Master Services Agreement

(m) Severability. If any one or more provisions in this MSA or any related Service Schedule shall be held to be invalid, illegal, void or unenforceable in any respect (i) such provision or provisions shall be given force to the fullest possible extent that can be valid, legal and enforceable, (ii) such invalidity, illegality, or unenforceability shall not affect any other provision of this MSA and any related Service Schedule, and (iii) to the extent that the intent, rights, and obligations of the Parties hereto are not materially altered, either a legal and enforceable provision shall be substituted for the one that most clearly carries into effect the intention of the original invalid or unenforceable provision or this MSA and any related Service Schedule shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Relationship of the Parties. Nothing in this MSA or any related Service Schedule shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party. Neither Party has the authority or power to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose.

(o) Performance by Arista's Affiliate. Any request, obligation or action which Arista may be required or permitted to perform pursuant to this MSA and any related Service Schedule may be performed by one of Arista's affiliates on Arista's behalf, in which case such request, obligation or action performed by Arista's affiliate shall have the full effect under this MSA and any related Service Schedule as if it had been performed by Arista.

(p) Survival. All obligations arising before this Agreement or any related Service Schedule is terminated and all provisions allocating responsibility or liability between Arista and Customer shall survive such termination and not be prejudiced by the termination of this Agreement or related Service Schedule.

(q) Further Assurances. The Parties covenant and agree to execute such additional commercially reasonable agreements as may be reasonably necessary to effect the rights and obligations provided in this MSA and any related Service Schedule.

[Signatures are on the next page]

Arista Master Services Agreement

IN WITNESS WHEREOF, the Parties hereto have executed under seal this Master Services Agreement by and through their daily authorized representatives.

ARISTA

By: _____

Name: _____

Title: _____

Date: _____

ENDICOTT MUNICIPAL WATER DEPARTMENT

By: _____

Name: Anthony Bates _____

Title: _____

Date: _____

Arista AutoCue IVR Payment Service Schedule

This AutoCue IVR Payment Service Schedule (the “IVRP Service Schedule” or “Agreement”) is entered into by and between Arista Information Systems, Inc. (“Arista”) and Endicott Municipal Water Department (Customer) (Arista and Customer each a “Party” and jointly the “Parties”). Arista and Customer agree that, upon the terms and conditions of this Agreement (including its Appendices A, B, and, if applicable, C, all of which are hereby incorporated into and made a part of this Agreement by reference as fully as if set forth herein) and of that certain Master Services Agreement (“MSA”) executed by the Parties, Arista will provide and Customer shall purchase the services described herein.

1. **Products and Computer Services.** Arista’s AutoCue IVR Payment Service is only available if and for so long as Customer also purchases Arista’s Electronic Bill Payment Processing Service or Third Party Payment Processing Service. Subject to that condition, Arista agrees to provide to Customer and Customer agrees to purchase from Arista the AutoCue IVR Payment Service, through which Customer’s utility consumers may make payments by accessing options on Customer’s Interactive Voice Response (IVR) system. Any additional services will be furnished by Arista subject to availability of facilities, personnel and services available to Arista, at standard rates in effect at the time, and in accordance with any applicable special terms agreed to in writing by the Parties. Notwithstanding any other provision in this Agreement, Customer agrees that the service described in this Agreement may, at Arista’s discretion, be provided either directly by Arista or through subcontractors or other third parties. Customer agrees to recognize and cooperate with such third parties in facilitating the performance of Arista’s obligations hereunder.

2. **Term.** This IVRP Service Schedule shall be effective on the latest date of acceptance and signing of the Agreement by either Party and shall continue for twenty-four (24) months from the date Arista first activates Customer’s AutoCue IVR Payment Service. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods unless written notice of termination is given by either Party not less than ninety (90) days prior to the anniversary date on which the termination is to be effective.

3. **Pricing/Invoicing.**

(a) The pricing for service under this Agreement is the option selected by Customer on Appendix A.

(b) Any sales and use taxes, and any other similar taxes applicable to the production, sale, use, storage, delivery or transportation of the products and services shall be calculated and paid by Customer.

4. **Special Order Services.** All services provided by Arista to Customer other than that identified in Section 1 shall be referred to herein as special order services and shall be provided as follows:

Arista IVRP Service Schedule

(a) If Customer shall desire special order services, Customer shall submit to Arista a written request which shall, with reasonable specificity, describe the services or changes desired by Customer. Arista and Customer shall, within a reasonable time thereafter, evaluate the request. Based on such evaluation, if Arista chooses to provide such service or change, Arista will prepare specifications for the design, enhancement and implementation of the services described and specify an estimated number of working days after Customer's acceptance in which the applications shall be completed.

(b) If the specifications prepared by Arista are acceptable to Customer, Customer shall indicate its acceptance in writing.

(c) Upon acceptance by Customer of the service specifications, Arista shall commence preparation and diligently pursue development of the product in accordance with such specifications and shall use its best efforts, consistent with changing and conflicting needs and demands of its Customers, to complete the same within the period estimated in the specifications.

For special order services, Arista shall be compensated as provided for in Appendices A, B, and, if applicable, C.

5. **Special Stipulations.** Any applicable terms in addition to those in the MSA between the Parties and those in this Agreement, including Appendices A and B, which are incorporated by reference as if fully set forth herein, shall be outlined in Appendix C and signed by both Parties. The absence of a fully executed Appendix C shall mean one does not exist.

[Signatures are on the next page]

Arista IVRP Service Schedule

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the terms and conditions contained herein and by the terms and conditions of their MSA, have executed this AutoCue IVR Payment Service Schedule to be effective on the last date indicated below.

ARISTA

By: _____

Name: _____

Title: _____

Date: _____

ENDICOTT MUNICIPAL WATER DEPARTMENT

By: _____

Name: **Anthony Bates** _____

Title: _____

Date: _____

Arista IVRP Service Schedule

Appendix A

Pricing

Customer may choose either of two pricing options by initialing in the space provided.

 Option 1: Per Minute charge paid by Customer:

Minutes	Per Minute Cost
Up to 5,000	\$0.10
5,001- 10,000	\$0.09
10,001 - 20,000	\$0.08
20,001 - 30,000	\$0.07
31,001 - 40,000	\$0.06
40,001 - 50,000	\$0.05
Greater than 50,000	\$0.04

 X **Option 2: Per Transaction Convenience Fee paid by Customer’s End-Users:**

Flat fee of fifty cents (\$0.50) per Transaction

Arista reserves the right to change this pricing during the term of the Agreement to reflect changes in Arista’s costs. Arista shall provide the Customer at least thirty (30) days’ written notice of any change in pricing during the term of the Agreement. Notwithstanding any other provision contained in the MSA or this Service Schedule, Customer shall have the right to terminate this Agreement due to a change in price upon five (5) days’ written notice to Arista

New services or products may be added from time to time pursuant to a published price list which will be provided to the Customer and become part of this Schedule.

Arista IVRP Service Schedule

Appendix B

Schedule of Charges for Special Order Services

Pricing for services of this nature will be made by quotation.

Minimum Hourly Programming Rate.....\$150.00 Per Hour

Arista IVRP Service Schedule

Appendix C

Special Stipulations

Unless this Appendix C is executed by both Parties, there are no special stipulations concerning this IVRP Service Schedule.

ARISTA

By: _____

Name: _____

Title: _____

Date: _____

ENDICOTT MUNICIPAL WATER DEPARTMENT

By: _____

Name: **Anthony Bates** _____

Title: _____

Date: _____

Arista
Bill Printing and Mailing
Service Schedule

This Bill Printing and Mailing Service Schedule (the “BP&M Service Schedule” or “Agreement”) is entered into by and between Arista Information Systems, Inc. (“Arista”) and **Endicott Municipal Water Department** (Arista and Customer each a “Party” and jointly the “Parties”). Arista and Customer agree that, upon the terms and conditions of this Agreement (including its Appendices A, B, C, and, if applicable, D, all of which are hereby incorporated into and made a part of this Agreement by reference as fully as if set forth herein) and of that certain Master Services Agreement (“MSA”) executed by the Parties, Arista will provide and Customer shall purchase the services described herein.

1. **Products and Computer Services.** Arista agrees to provide to Customer, and Customer agrees to purchase from Arista, those products and services set forth in the attached Statement of Work, designated as Appendix A. If the Parties desire to amend this Statement of Work, such amendment shall be binding on the Parties only if a revised Statement of Work is reduced to writing and signed by the Parties. Any additional services will be furnished by Arista subject to availability of facilities, personnel and services available to Arista, at standard rates in effect at the time, and in accordance with any applicable special terms agreed to in writing by the Parties. Notwithstanding any other provision in this Agreement, Customer agrees that the services described in this Agreement may, at Arista’s discretion, be provided either directly by Arista or through subcontractors or other third parties. Customer agrees to recognize and cooperate with such third parties in facilitating the performance of Arista’s obligations hereunder.

2. **Completion Times.** Arista will furnish and mail the completed product as described in Appendix A and provide any other products and computer services pursuant to the Delivery and Time Schedules set forth in Appendix B. In no event shall Arista be liable for any delay in the performance or delivery of any service or product due to failure by Customer to timely provide information, data and any other items as are reasonably required by Arista to perform its obligations; provided, however, that if Customer fails to provide correct and complete data in accordance with mutually agreed time schedules, Arista will promptly request the additional data and, after Arista has received such information, data or other items, (a) Arista shall reschedule and process Customer’s work within the time limits provided in Appendix B, and (b) Customer agrees that the time schedules shall be extended as necessary for this purpose. Data will be deemed to have been timely submitted by Customer if received by Arista on or before the times set forth in Appendix B.

3. **Term.** This BP&M Service Schedule shall be effective on the latest date of acceptance and signing of the Agreement by either Party and shall continue for twenty-four (24) months from the date Arista first processes Customer’s bills. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods unless written notice of termination is given by either Party not less than ninety (90) days prior to the anniversary date on which the termination is to be effective.

Arista BP&M Service Schedule

4. Pricing/Invoicing.

- (a) The prices for products and services under this Agreement are set forth in Appendix B.
- (b) Any sales and use taxes, and any other similar taxes applicable to the production, sale, use, storage, delivery or transportation of the products and services shall be calculated and paid by Customer.
- (c) In addition to the prices set forth in Appendix B, Customer shall pay estimated postage costs prior to the mailing of Customer's customer invoices. Estimated postage costs shall be equal to Customer's actual postage costs for the preceding month. If in any given month Customer pays estimated postage in excess of the postage costs actually attributable to Customer, Arista shall apply such excess payment to Customer's postage costs for the subsequent month. Arista shall sort Customer's mail to obtain the most advantageous postage rates, and shall provide Customer with an accounting of all postage costs incurred.
- (d) Shipment of products shall be F.O.B.
- (e) In order to achieve volume discounts on custom form, envelopes and other preprinted material ordered on behalf of Customer, Arista may purchase up to a 6 month supply of these items in advance. In the event Customer terminates this contract or requests changes to these items, Customer shall be responsible for the cost incurred by Arista for the remaining inventories of such items.

5. Special Order Services. All services provided by Arista to Customer other than those identified in Appendix A shall be referred to herein as special order services and shall be provided as follows:

- (a) If Customer shall desire special order services, Customer shall submit to Arista a written request which shall, with reasonable specificity, describe the services or changes desired by Customer. Arista and Customer shall, within a reasonable time thereafter, evaluate the request. Based on such evaluation, Arista will prepare specifications for the design, enhancement and implementation of the services described and specify an estimated number of working days after Customer's acceptance in which the applications shall be completed.
- (b) If the specifications prepared by Arista are acceptable to Customer, Customer shall indicate its acceptance in writing.
- (c) Upon acceptance by Customer of the service specifications, Arista shall commence preparation and diligently pursue development of the product in accordance with such specifications and shall use its best efforts, consistent with changing and conflicting needs and demands of its Customers, to complete the same within the period estimated in the specifications.

Arista BP&M Service Schedule

For special order services, Arista shall be compensated as provided for in Appendices A, B, and C.

6. **Special Stipulations.** Any applicable terms in addition to those in this Agreement, including Appendices A, B and C, which are incorporated by reference as if fully set forth herein, and in the MSA between the Parties shall be outlined in Appendix D and signed by both Parties. The absence of a fully executed Schedule D shall mean one does not exist.

[Signatures are on the next page]

Arista BP&M Service Schedule

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the terms and conditions contained herein and by the terms and conditions of their MSA, have executed this Bill Printing and Mailing Service Schedule to be effective on the last date indicated below.

ARISTA

By: _____

Name: _____

Title: _____

Date: _____

ENDICOTT MUNICIPAL WATER DEPARTMENT

By: _____

Name: Anthony Bates

Title: _____

Date: _____

Arista BP&M Service Schedule

Appendix A

Statement of Work

Printing and Mailing Services

1. Document to be formatted based on Customer requirements.
2. Data will be received at Arista via electronic transfer initiated by Customer in a format agreed upon by both Parties.
3. All addresses will be passed through certified postal-coding software for CASS (Coding Accuracy Support System) certification and delivery point barcode for automated postage discount.
4. Materials included as applicable for document; white paper, outside mailing envelope, and courtesy-reply envelope (selective) or postcard or check stock.
5. Processing, printing, collating, as applicable cutting, folding, and inserting.
6. Preparation and delivery to USPS.

**PDF Services for Printing and Mailing Customers
Optional Service**

1. Data used will be the same data as provided for Printing and Mailing Services.
2. A PDF image of the exact statement that is printed and mailed will be created.
3. PDF images are available for the Customer to view, print, and download.

**Electronic Bill Presentment
Optional Service**

1. Arista will provide a hosted website to the Customer to facilitate the electronic presentment of Customer's statements to Customer's End Users.
2. The electronic bill statement, available through the website, is to be formatted based on Customer requirements.
3. The data received at Arista to be used to generate the electronic statement will be initiated by the Customer in a format agreed upon by both Parties.
4. Customer may suppress a paper bill for viewing electronically by the End User on the Bill Presentment website.
5. The Arista Electronic Bill Presentment Website shall, as agreed between the Parties:
 - (a) Allow the Customer's End User to view a bill statement.
 - (b) Allow the Customer's End User to view an e-bill.
 - (c) Allow the Customer's End User to pay a statement via a credit/debit card or electronic check through the website. (If Customer elects to allow such payments, Customer must also execute the Arista Third Party Payment Processing Service Schedule.)

Arista BP&M Service Schedule

Appendix B**Time Schedule**

Customer must provide a delivery schedule of data thirty (30) days in advance. Data received promptly will be mailed within 24 business hours. If data is not delivered by Customer promptly or if incorrect data is received by Arista, data will be reprocessed in accordance with agreement within 48 hours after receipt by Arista.

Pricing Schedule

Services	Unit Price
Statement First 20,000 Accounts -8.5 x 11	\$0.135
Statement Over 20,000 Accounts -8.5 x 11	\$0.115
Delinquent 8.5 x 11	\$0.125
Suppressed Account.....	\$0.04
Check	\$0.15
Additional Page.....	\$0.05
Duplex Page.....	Quoted based on Specs
Insert (can be added selectively).....	\$0.01
Insert/Newsletter Printing.....	Quoted based on Specs
PDF Image	\$0.00
Minimum Monthly Charge	\$0.00
Additional charges for files under 500 pieces.....	\$10.00
Initial Set up Fee	\$500.00

Prices do not include postage.

Above pricing includes the price for statement page, outside envelope, and return envelope, all of which will be billed to Customer at cost. Arista reserves the right to change this pricing during the term of the Agreement to reflect changes in Arista's costs.

New services or products will be added from time to time to a published price list which will be provided to Customer and become part of this Schedule.

Arista BP&M Service Schedule

Appendix C

Schedule of Charges for Special Order Services

Pricing for services of this nature will be made by quotation.

Minimum Hourly Programming Rate.....\$150.00 Per Hour

Arista BP&M Service Schedule

Appendix D

Special Stipulations

Unless this Appendix D is executed by both Parties, there are no special stipulations concerning this BP&M Service Schedule.

ARISTA

By: _____

Name: _____

Title: _____

Date: _____

ENDICOTT MUNICIPAL WATER DEPARTMENT

By: _____

Name: Anthony Bates

Title: _____

Date: _____

Arista Third Party Payment Processing Service Schedule

This Third Party Payment Processing Service Schedule (the “TPPP Service Schedule” or “Agreement”) is entered into by and between Arista Information Systems, Inc. (“Arista”) and Endicott Municipal Water Department (Customer) (Arista and Customer each a “Party” and jointly the “Parties”). Arista and Customer agree that, upon the terms and conditions of this Agreement (including its Appendices A, B, C and D, which are hereby incorporated into and made a part of this Agreement by reference as fully as if set forth herein) and of that certain Master Services Agreement (“MSA”) executed by the Parties, Arista will provide and Customer shall purchase the following services in connection with the acceptance by Customer of credit card and/or e-check payments by its customers (“End Users”):

- Acting in the capacity of a third party credit card processor as the merchant and necessary intermediary in credit card and e-check Transaction processing;
- Validating credit card numbers and expiration dates and e-check routing numbers;
- Obtaining authorization from the credit card issuer and e-check authorization site;
- Providing confirmation to the End User at the end of the payment Transaction; and
- Transmitting payment information to Customer

(collectively the “Services”).

1. **Credit Card Convenience Fees.** Customer acknowledges that it has been informed of the following available options concerning the application of Credit Card Convenience Fees and selects the option checked below:

Option A. Customer seeks to have Arista charge a Credit Card Convenience Fee to Customer’s End Users on all Credit Card Transactions processed by Arista for Customer. Customers selecting this option are not billed for any Credit Card Transaction costs originating on the Meridian Payment Gateway, except to the extent the Customer chooses to subsidize such charges as described in Section 1.1 below and in Appendix B.

OR

Option B. Customer elects to charge its own convenience fee in connection with End User Credit Card Transactions. Customer will continue to be invoiced by Arista for Credit Card Transaction Fees as specified in Appendix C

OR

Option C. Customer elects not to charge any convenience fee to End Users for credit card Transactions and elects not to have Arista charge such a convenience fee to Customer’s End Users. Customer will continue to be invoiced by Arista for Credit Card Transaction Fees as specified in Appendix C.

Arista TPPP Service Schedule

1.1 If Customer has selected Option A, Customer acknowledges that it has been informed of the pricing structures available in connection with Arista charging a Credit Card Convenience Fee to Customer’s End Users, as set forth in Appendix B, and selects the option checked below:

Option A.1 Customer agrees that Arista shall charge a percentage based fee, and agrees that percentage shall be 2.45% on all payments.

OR

Option A.2 Customer agrees that Arista shall charge a flat fee with a ceiling, and selects the following flat fee/ceiling: _____.

Customer further acknowledges that it has been informed of its ability to subsidize a portion of the Credit Card Convenience Fees for its End Users, as explained in Appendix B, and selects the option checked below:

Customer agrees that the full amount of the applicable Credit Card Convenience Fee will be paid by its End Users.

OR

Customer chooses to subsidize part of the Credit Card Convenience Fee as follows:

If Customer has chosen Option A.1, Customer agrees that it shall subsidize ___% of the Credit Card Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy will be calculated by multiplying the total dollar amount of Credit Card Transactions times the subsidy percentage.

If Customer has chosen Option A.2, Customer agrees that it shall subsidize \$_____ of the Credit Card Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy shall be calculated by multiplying the total number of Credit Card Transactions times the subsidy dollar amount.

2. **E-Check Convenience Fees.** Customer acknowledges that it has been informed of the available options concerning the application of E-Check Convenience Fees, as set forth in Appendix A, and selects the option checked below:

Option D. Customer seeks to have Arista charge an E-Check Convenience Fee to Customer’s End Users on all E-Check Transactions processed by Arista for Customer. Customers selecting this option are not billed for any E-Check Transaction costs originating on the Meridian Payment Gateway, except to the extent the Customer chooses to subsidize such charges as described in Section 2.1 below and in Appendix B.

OR

Arista TPPP Service Schedule

Option E. Customer elects to charge its own convenience fee in connection with End User E-Check Transactions. Customer will continue to be invoiced by Arista for E-Check Transaction Fees as specified in Appendix C.

OR

Option F. Customer elects not to charge any convenience fee to End Users for E-Check Transactions and elects not to have Arista charge such a convenience fee to Customer's End Users. Customer will continue to be invoiced by Arista for E-Check transaction Fees as specified in Appendix C.

2.1 If Customer has selected Option D, Customer acknowledges that it has been informed of the pricing structure available in connection with Arista charging an E-Check Convenience Fee to Customer's End Users, as set forth in Appendix B, and agrees that Arista shall charge a flat fee in the amount of \$1.00.

Customer further acknowledges that it has been informed of its ability to subsidize a portion of the E-Check Convenience Fees for its End Users, as explained in Appendix B, and selects the option checked below:

Customer agrees that the full amount of the applicable E-check Convenience Fee will be paid by its End Users.

OR

Customer shall subsidize \$ _____ of the E-Check Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy shall be calculated by multiplying the total number of E-Check Transactions times the subsidy dollar amount.

3. **Definitions.** For purposes of this Agreement, the following definitions shall apply unless the context clearly indicates otherwise. All capitalized terms used in this Agreement that are not defined in this Section shall have the definitions set forth elsewhere herein or in the MSA between the Parties.

- (a) "Association" shall mean any entity formed to administer and promote credit or debit cards, including without limitation MasterCard International, Incorporated, Visa U.S.A., Inc. and Visa International.
- (b) "Association Rules" shall mean the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Association.
- (c) "Chargeback" shall mean the procedure by which a sales draft or other indicia of a Transaction is returned to Arista.
- (d) "Convenience Fee" shall mean a charge by Arista to an End User for making either a Credit Card Transaction (a "Credit Card Convenience Fee") or an E-Check Transaction (an "E-Check Convenience Fee").

Arista TPPP Service Schedule

- (e) “E-Check Rules” shall mean all policies, procedures, operating rules, agreements or federal or state laws and regulations applicable to e-check Transactions, including the rules and operating guidelines of the National Automated Clearing House Association.
- (f) “End User” shall mean a customer of Customer that enters or has entered into one or more Transactions.
- (g) “Operating Procedures” shall mean the then-current manual, if any, prepared by Arista containing operational procedures, instructions and other directives related to the Services and to Transactions.
- (h) “Meridian” shall mean Meridian Cooperative, Inc.
- (i) “Meridian Payment Gateway” shall mean the Internet site maintained by Meridian on behalf of Arista on Customer’s behalf and used by End Users to make payments to Customer through Transactions.
- (j) “Meridian System” shall mean the Meridian third-party payment processing system.
- (k) “Settlement Account” shall mean an account at a financial institution designated in writing by Customer as the account to be debited and credited by Arista for Transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.
- (l) “Transaction” shall mean the acceptance of a credit card payment (a “Credit Card Transaction”) or of an e-check payment (an “E-Check Transaction”) from an End User by Arista via the Meridian System on behalf of Customer.

4. Arista Services and Service Fees.

4.1 Services Available to Customer from Arista. Customer agrees that Arista will provide the following services (the “Services”) to Customer in connection with Customer’s acceptance of credit card and e-check payments from End Users pursuant to the Meridian System:

- (a) Acting in the capacity of a third party credit card and e-check processor as the merchant and necessary intermediary in credit card and e-check transaction processing; and
- (b) Validating credit card numbers and expiration dates and bank routing numbers; and
- (c) Obtaining authorization from the credit card issuer and e-check authorization site; and

Arista TPPP Service Schedule

- (d) Providing confirmation to the End User at the end of the payment transaction; and
- (e) Transmitting payment information to Customer.

4.2 Service Fees Charged to Customer by Arista. Customer is responsible for all applicable service fees as set forth in Appendix A.

5. Convenience Fees Charged by Arista to End Users.

- (a) If Customer has selected Option A and/or Option D, Customer agrees to allow Arista to charge the applicable Credit Card or E-Check Convenience Fee on all Transactions. The Convenience Fee (less any applicable subsidy by Customer) will be charged to any End User of Customer at the time an End User pays its bill with a credit card and/or e-check pursuant to the Meridian System, and the End User will be notified of the applicable Credit Card or E-Check Convenience Fee by the Meridian System immediately prior to making such a payment.
- (b) End Users will be informed of the applicable Credit Card or E-Check Convenience Fee amount by Arista before the End User authorizes payment on the Meridian System. The Credit Card or E-Check Convenience Fee is in addition to any charges, including late fees or interest charges, that may be assessed by the credit card issuing bank. End Users will not be allowed to complete a Transaction until they agree to the total payment amount, including the Credit Card or E-Check Convenience Fee.
- (c) Customer agrees that before implementation of the Meridian System Customer will make reasonable efforts to notify its End Users that End Users will be charged a Credit Card or E-Check Convenience Fee when they make a payment by credit card or e-check, as applicable. Customer shall use one or more of the following methods to achieve such notification, together with any additional methods Customer elects: (i) Customer's web site for End Users; (ii) Customer's newsletters; and (iii) bill statement inserts.
- (d) The Credit Card or E-Check Convenience Fee pricing schedule and amount can only be changed by written agreement between Arista and Customer at six month intervals during the Term of the Agreement.
- (e) The amount of Customer subsidization, if any, can be changed unilaterally by the Customer at no less six month intervals during the Term of the Agreement.

6. No Convenience Fee Charged by Arista to End Users. If Customer has selected Option B or Option C and/or Option E or Option F (or a Customer who has selected Option A or Option D nonetheless processes a Transaction without assessing the applicable Arista Convenience Fee), Customer shall be responsible to Arista for all applicable fees as set forth in

Arista TPPP Service Schedule

Appendix C, and Customer recognizes and agrees that Arista is not responsible for obtaining any convenience fee from Customer's End Users for the applicable Transactions.

7. Arista Fees and Invoices.

- (a) All fees charged by Arista for the Services and related items will be set forth in an invoice sent to Customer by the fifteenth (15th) day of each month, with payment due within ten (10) days after Customer's receipt of the invoice. At Arista's election, any such fees may be set forth as a line item in invoices sent to Customer pursuant to separate existing agreements between Arista and Customer.
- (b) The fees charged by Arista and the prices of all Services and related items provided to Customer may be modified from time to time by Arista upon thirty (30) days' prior written notification to Customer.

8. Transaction Procedures.

8.1 Settlement.

- (a) **Settlement Account.** Customer's Transactions will be settled promptly, and Customer will receive payment of settlement funds in its Settlement Account through automated clearing house credit. Customer shall provide thirty days' prior written notice to Arista of any change in the location or account number of its Settlement Account.
- (b) **Transaction Settlement.** All settlements for Transactions will be net of credits/refunds, adjustments, Chargebacks, and any other amounts due from Customer at the time of settlement. All credits to Customer's Settlement Account are provisional and are subject to, among other things, Chargebacks (including related losses of Arista and its Affiliates), fees and fines imposed by the Associations or other third parties. Customer agrees that Arista may debit or credit Customer's Settlement Account for any deficiencies, overages, fees and pending Chargebacks, or may deduct such amounts from settlement funds due to Customer. Alternatively, Arista may elect to invoice Customer for any such amounts.

- 8.2 **Operating Procedures.** The general procedures for transactions are set forth in Appendix D. From time to time Arista may provide more detailed Operating Procedures to Customer that govern the procedures for Transactions and Services. In the absence of such Operating Procedures, the provisions of this Agreement will govern such procedures. Customer agrees to follow all requirements of this Agreement or, as applicable, the Operating Procedures, in connection with Transactions and to comply with all applicable Association and E-Check Rules as Arista may communicate them to Customer from time to time.

Arista TPPP Service Schedule

8.3 Transaction Errors.

- (a) Customer shall promptly notify Arista of any error or discrepancy in any Transaction upon receiving written or electronic documentation or statements evidencing such Transactions. Customer agrees to provide Arista with all information Arista reasonably requests in connection with investigating any error or discrepancy.
- (b) Customer and Arista agree that thirty (30) days is a reasonable period of time for Customer to notify Arista of errors and discrepancies unless any other applicable policy, procedure, operating rule, agreement or law provides for a shorter notification period, in which case such shorter period shall apply. If Customer fails to notify Arista in writing of any error or discrepancy within thirty (30) days, or within such shorter applicable period, after transmittal by Arista of the documentation or statement reflecting such error or discrepancy, Arista shall have no responsibility in assisting Customer with resolving such error or discrepancy with any third party.

8.4 Responsibility for Errors of Third Parties. Arista shall not be held liable for any delays in Customer's receipt of funds from Transactions or errors in debit and credit entries caused by third parties, including but not limited to Customer's financial institution. Arista shall not be held responsible for errors, acts, or failures to act of third parties, including but not limited to financial institutions, communication carriers, Internet providers, or clearing houses through which Transactions are originated, and no such third party shall be deemed an agent of Arista.

9. Chargebacks and Third Party Charges.

9.1 Responsibility for Chargebacks. Customer shall be responsible for all Chargeback amounts, adjustments and related costs associated with Transactions, regardless of the reason for any such Chargeback amount. Arista may debit the actual or contingent Chargeback amount from Customer's settlement funds or from Customer's Settlement Account. In the event Customer obtains a reversal of any Chargeback, Arista will credit Customer's Settlement Account with the amount of such reversal.

9.2 Chargeback Adjustment. If Customer believes that any adjustment should be made with respect to a Chargeback, Arista shall not have any obligation to investigate or effect any such adjustments, but in its discretion may assist Customer in requesting an adjustment. Any voluntary efforts by Arista or its Affiliates to assist Customer in investigating such matters shall not create an obligation to continue such investigation, and neither Arista nor its Affiliates shall be liable for any failure to obtain an adjustment of any Chargeback.

Arista TPPP Service Schedule

- 9.3 Third Party Fines, Penalties and Fees. Customer agrees to pay Arista any fines and penalties imposed on Arista or its Affiliates by any Association or third party resulting from Chargebacks and any other fines, penalties and fees imposed by an Association or third party with respect to acts or omissions of Customer, any violation of Association Rules by Customer, or any action or inaction by Customer that causes Arista or its Affiliates to be in violation of Association Rules or to incur fines, penalties and fees pursuant to an agreement between Arista or its Affiliates and any third party related to the Services. Arista may debit the amount of any such fines, penalties and fees from Customer's settlement funds or from Customer's Settlement Account.
- 9.4 Investigation. In the event Arista is required to respond to transaction documentation requests from an Association, financial institution or other entity in connection with Customer's request for adjustment of a Chargeback or a fine, penalty or fee, and Arista requests Customer for documentation, it is Customer's responsibility to respond to such request within five (5) days from the initial request.
- 9.5 Other Transactions. Customer is responsible for any fees for credit and debit card and e-check transactions not processed through the Meridian Payment Gateway with a Meridian convenience fee.
- 10. System Operations and Security Procedures.**
- 10.1 System Operations. Except to the extent Arista or its Affiliates provide software or equipment to Customer pursuant to one or more separate agreements between the Parties, Customer at its own expense shall provide and maintain the equipment, software, services and testing necessary to accomplish Transactions and to receive Transaction confirmations effectively and reliably.
- 10.2 Security Procedures. Each Party shall use commercially reasonable security procedures to ensure that all Transactions are authorized and to protect its business records and data from improper access. Customer agrees to comply with any security-related procedures required by Arista as such procedures may be revised from time to time.
- 11. Term and Termination.**
- 11.1 Term. The initial term of this TPPP Service Schedule is twelve (12) months, commencing on the date that the Meridian System is installed and made operational for Customer. This Agreement will automatically renew for successive one (1) year terms unless either Party provides written notice of termination to the other Party at least ninety (90) days prior to the end of the then-current term. Any automatic renewal of this Agreement pursuant to this Section shall be made upon the then-existing terms and conditions, except that prices of all Services and related items provided to Customer shall be in accordance with Arista's then-current pricing schedule.

Arista TPPP Service Schedule

- 11.2 Termination. Either Party may terminate this Agreement upon ten (10) days' prior written notice in the event of the material breach of the Agreement by the other Party.

[Signatures are on the following page]

Arista TPPP Service Schedule

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the terms and conditions contained herein and by the terms and conditions of their MSA, have executed this Third Party Payment Processing Service Schedule to be effective on the last date indicated below.

ARISTA

By: _____

Name: _____

Title: _____

Date: _____

ENDICOTT MUNICIPAL WATER DEPARTMENT

By: _____

Name: Anthony Bates

Title: _____

Date: _____

Arista TPPP Service Schedule

Appendix A

Arista Service Fees

- 1. Credit Card Merchant ID Set-up (one time)..... Waived
- 2. Optional E-Check Set-up (one time)..... Waived
- 3. Monthly EBP Service Fee Waived
- 4. EBP PDF Image Fee.....\$0.01 per image*
*Waived if Customer pays Arista Print and Mail PDF Per Image Fee
- 5. Programming Charges (After Set-Up) \$150.00 per hour

[Remainder of page intentionally left blank]

Arista TPPP Service Schedule

Appendix B

Arista Convenience Fee Pricing

Customers choosing to have Arista charge a Credit Card or E-Check Convenience Fee to the Customer's End Users agree to implement one of the following pricing schedules as the mutually agreed upon Credit Card or E-Check Convenience Fee that will be charged to their End Users.

If any federal or state law or regulation, or any Credit Card Association requires a change in the amount or form of the Convenience Fee in this Agreement, Meridian will notify you, and you can either choose to charge a compliant Fee or cease to accept charges for which the contractual Fee is not permitted.

Option A.1

Percentage Based Credit Card Convenience Fee. Arista will charge Customer's End Users a percentage-based fee for each Credit Card Transaction.

Option A.2

Flat Credit Card Convenience Fee with a Ceiling. Arista will charge Customer's End Users a flat fee with a ceiling for each Credit Card Transaction.

Option D

Flat E-Check Convenience Fee. Arista will charge Customer's End Users a flat fee for each E-Check Transaction.

Subsidization

A Customer can either have End Users pay the full amount of the Credit Card or E-Check Convenience Fee, or a Customer can elect to subsidize a portion by agreeing to pay some amount of that Credit Card or E-Check Convenience Fee, in which case, the amount an End User must pay to make a Credit Card or E-Check Transaction will be reduced by the amount of the subsidy. A subsidy can be designed whether the Customer chose Option A.1, A.2, or D. For example:

- If a Customer has chosen Option A.1 with a 2.45% percentage based Credit Card Convenience Fee but elects to subsidize 1.00% of the fee, then an End User making a Credit Card Transaction will be charged a Credit Card Convenience Fee of only 1.45% of the Transaction amount.
- If a Customer has chosen Option A.2 with a \$4.93 flat fee and a \$200.00 ceiling but elects to subsidize \$2.00 of the fee, then an End User making a \$150.00 Credit Card Transaction will be charged a Credit Card Convenience Fee of only \$2.93.
- If Customer has chosen Option D with a \$5.00 flat fee but elects to subsidize \$2.00 of the fee, then an End User making an E-Check Transaction will be charged an E-Check Convenience Fee of only \$3.00.

Arista TPPP Service Schedule

Change in Convenience Fee or Amount of Subsidization

Once Customer has chosen Option A.1, A.2 or D, Customer only can change it at six (6) month intervals and with Arista's agreement, but the Customer can change any subsidy at six (6) month intervals at its sole discretion.

[Remainder of page intentionally left blank]

Arista TPPP Service Schedule

Appendix C**Transaction Fees****Credit Card Transaction Fees**

1. **Assessment Fee** (amount charged by credit card associations) is passed through to the Customer.
2. **Interchange Fee** (amount charged by issuing banks) is passed through to the Customer.
3. **Processing Fee** is charged to the Customer based on monthly dollar volume and number of Credit Card Transactions as listed below:

Tier 5	\$1,500,000	\$ Volume	0.06%
Tier 5	7000	# of Trans	\$0.30
Tier 4	\$600,000	\$ Volume	0.11%
Tier 4	2500	# of Trans	\$0.15
Tier 3	\$400,000	\$ Volume	0.16%
Tier 3	1500	# of Trans	\$0.20
Tier 2	\$200,000	\$ Volume	0.26%
Tier 2	750	# of Trans	\$0.30
Tier 1	\$0.00	\$ Volume	0.41%
Tier 1	0	# of Trans	\$0.35

E-Check Transaction Fees

E-Check Transaction Fee is charged to the Customer based on the monthly numbers of E-Check Transactions and of e-check returns as listed below:

<u>Number of Transactions</u>	<u>Cost Per Transaction</u>
0-999	\$0.60
1000-1999	\$0.50
2000 and up	\$0.40
Minimum Transaction-based charge	\$30.00

<u>Number of E-Check Returns</u>	<u>Cost Per Return</u>
0-29	\$10.00
30-69	\$8.00
70 and up	\$5.00

Arista TPPP Service Schedule

Appendix D

Pricing and Process Credit Card Services

Credit cards processed pursuant to this Service Schedule will obtain authorizations through the processor as each End User enters valid credit card information into the application. Each night all approved credit card transactions automatically settle at the credit card processing center. Funds then clear into the master merchant account dedicated to this process. Arista will report to Customer the total dollar amount and total number of payments that settled on a given day. An ACH transaction will be set up to electronically deposit the credit card funds to the bank account specified by Customer.

Visa and MasterCard transactions will be deposited into Customer's bank account 2 bank days after the payment took place, and Discover and American Express transactions will be deposited in the bank account 3 bank days after the payment took place. All deposit dates and dollar amounts are specified in a Credit Card Daily Reconciliation Report Arista will provide to the Customer.

The exchange rates charged by the credit card associations vary depending on the type of credit card used, industry, and category of the card. For example, Visa cards use different rates than MasterCard, and both Visa and MasterCard have different categories structured for a particular transaction within a given industry. Arista or its affiliate has arranged to obtain these authorizations as a cost plus agreement. This means the actual interchange and assessment fee will be charged plus a fee. Appendix C sets forth the current fees. Customer's total exchange rates will be based on the "SIC" code for the applicable industry.

Pricing and Process E Check Services

Electronic checks processed pursuant to this Service Schedule will obtain authorizations through the processor as each End User enters valid bank routing information into the application. Arista will settle these transactions on a periodic basis and clear the funds into a master bank account. Arista will report to the Customer the total dollar amount and total number of transactions that settled on a given day. An ACH transaction will be arranged to electronically deposit the e-check funds to the bank account specified by Customer.

E-Check transactions will be deposited into Customer's bank on the 3rd business day after the payment transaction takes place. All deposit dates and dollar amounts are specified in an E-Check Daily Reconciliation Report we will provide to Customer.

E-Check Returns will be provided to Customer in an E-Check Daily Return Report and will be debited from the Customer's bank account the next business day via an ACH transaction.

There is a \$30.00 monthly minimum charge for use of the e-check application. This minimum does not include any return check charges.



Endicott Fire Department

Office of the Fire Chief

1009 East Main St.

Endicott, New York 13760



Phone (607) 757 - 2463

Fax (607) 757 - 2469

Janice – Per Mayor Burlingame, please add to the agenda for the next Board Meeting – Requesting approval to hire one Firefighter in time to start the Fire Academy in April 2024. This person will replace a retirement that will come in August. The new hire will finish the academy about the same time the retirement takes place.

Chief Joseph M. Griswold

A handwritten signature in cursive script that reads "Joseph M. Griswold".

Endicott Fire Department

