

Business Manager's Report – Sept 8, 2026

Needing Board Approval:

- Bid Award
 - Methanol Bid opened 8/20/2026
- Insurance Renewal – Excess Flood
 - Brown & Brown 9/22/2026-9/22/2027
- Contract Approval
 - Payroll Services, RFP/RFQ of 6/17/2026
- Contract Approval
 - Energy Supplier, MEGA Cooperative
- Business Manager Conference Attendance
 - OGS GovBuy Procurement Conference 10/28-10/29/2026

Every reasonable effort has been made to ensure that all business items are included on the agenda at least 24 hours prior to scheduled Board meetings. However, as this is an active, real-time operating facility, situations may arise that require timely consideration and cannot reasonably be deferred until the next scheduled meeting.

BJCWWTP Bid Tabulation

8/20/2026 2:00 PM

Project: 99.85% Methanol						
Name of Contractor(s):	Thatcher Chemical		Colonial Chemical		Solvents & Petroleum Service	
Non-Collusion Statement/Affidavit Attached:	X		X		X	
Bid Bond or Check Attached:	X		X		X	
Signed Proposal Sheet Attached:	X		X		X	
Contact/Ordering Information Attached:	X		X		X	
Item	Unit Price	Total	Unit Price	Total	Unit Price	Total
6 Month Supply	3.80	\$570,000	2.98	\$447,000	3.07	\$460,500
12 Month Supply	No Bid	N/A	No Bid	N/A	3.16	\$948,000
18 Month Supply	No Bid	N/A	No Bid	N/A	No Bid	N/A
Total Amount of Bid:						

Colonial Chemical Solutions, Inc. Bid Offer

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

BID PROPOSAL SHEET

DATE: August 14, 2026

In compliance with the invitation for bids and subject to all the conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish and deliver the item or items upon which prices are quoted, at the prices set forth opposite each item, delivery to be affected as ordered.

<u>ITEM</u>	<u>ESTIMATED</u> <u>QUANTITIES*</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Methanol			
<u>6-month supply period</u> and/or	150,000 gallons	<u>\$2.98</u> per gallon CPT Vestal	<u>\$447,000.00</u>
<u>12-month supply period</u> and/or	300,000 gallons	<u>NO BID</u> per gallon CPT Vestal	
<u>18-month supply period</u>	450,000 gallons	<u>NO BID</u> per gallon CPT Vestal	

* Actual quantities may vary. **SEE NOTE**

DELIVER TO:
BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT
4480 VESTAL ROAD
VESTAL, NEW YORK 13850

Certification is made hereby that the material(s) offered above is(are) in compliance with all specification terms and conditions hereof.

BIDDER: Colonial Chemical Solutions, Inc. ADDRESS: 1375 Chatham Parkway
Savannah 31405

TELEPHONE: (912) 236-7891 - Office

by: David Bogart
(signature)

NAME/TITLE: David Bogart, Municipal Bid Manager - 678.640.9721 - Direct Line
(printed name and title)

**NOTE: On Page 3: "Orders will be placed.... The Methanol ordered is to be delivered to the Plant within two (2) business days (M - F),... Once an order is placed, the supplier shall, within one (1) business day, provide to the Plant Office by email a statement...."

CCS can make deliveries within ten (10) days of order. CCS customers who require tank deliveries weekly order one (1) to two (2) weeks ahead of time to ensure ontime deliveries and proper notification to the Fire Department.**

On Page 3: "No demurrage charges will be allowed."

6

CCS may request repayment of demurrage charges if Wastewater Personnel fail to notify CCS of known causes that will delay delivery or due to WWTP Personnel's negligence that caused the delay of off-loading greater than three (3) hours

On Page 4: "No late fee...within 60 days of receipt of a proper invoice...."

CCS Terms are Net30.



**Colonial Chemical
Solutions, Inc.**

A Subsidiary of Colonial Group, Inc.

Clarifications to Terms and Conditions

Page 3

"Orders will be placed verbally by telephone or e-mail and should be confirmed by the vendor via e-mail. The Methanol ordered is to be delivered to the Plant within two (2) Plant Office business days (M-F), excluding Plant holidays, of the order placement. Once an order is placed, the Supplier shall, within one (1) business day, provide to the Plant Office by e-mail a statement of the origin of the Methanol and the estimated time for the delivery to the Plant. The Plant is obligated to notify the local fire department of the delivery time 24 hours in advance."

CCS can make deliveries within ten (10) days of order. CCS customers who require tank deliveries weekly order one (1) to two (2) weeks ahead of time to ensure on time deliveries and proper notification to the Fire Department.

Page 3

"No demurrage charges will be allowed."

CCS may request repayment of demurrage charges if Wastewater Personnel fail to notify CCS of known causes that will delay delivery or due to WWTP Personnel's negligence that caused the delay of off-loading greater than three (3) hours.

Page 4

"No late fee, finance charge, carrying charge, interest, or other charge shall be assessed as to any payment issued by the Sewage Board's Fiscal Officer within 60 days of receipt of a proper invoice at the Plant Office."

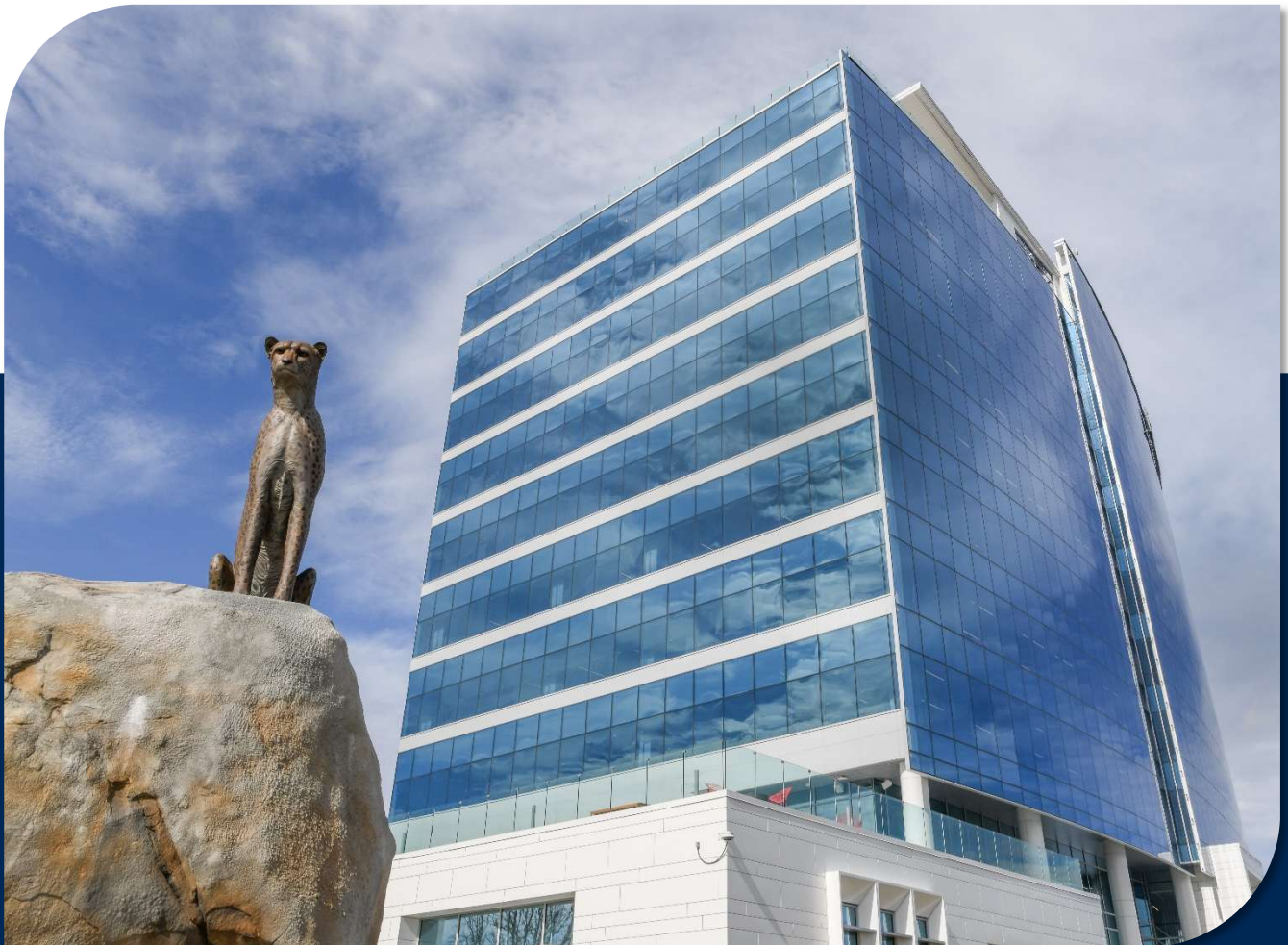
CCS Terms are Net30.

PROPERTY & CASUALTY

Proposal Prepared for Binghamton-Johnson City Joint Sewage Board

Policy Period 9/22/2026 - 9/22/2027

Presented 8/26/2026



Named Insured

Policy Type	Named Insured
Excess Flood	Binghamton-Johnson City Joint Sewage Board

This list includes all the named insureds we presently have on your policies. Should any revisions to this listing be required, please notify our office immediately.

Summary of Proposed Premiums and Related Information

Line of Business	Expiring Premium	Renewal Premium
Excess Flood	\$15,400.00	\$14,630.00
Broker Fee	\$350.00	\$350.00
Service Fee	\$150.00	\$150.00
E&S Surplus Lines Tax	\$559.80	\$532.08
E&S Surplus Lines Stamping Fee	\$23.33	\$22.17
Grand Total	\$16,483.13	\$15,684.25

Disclaimers:

This quote is valid for (60) days or until the proposed effective date, whichever is first.

Minimum Earned Premium 25% / Fees are fully earned

Higher liability limits may be available

Client ultimately chooses limits insured

The proposal includes, but is not limited to, the terms, exclusions and conditions listed



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

A. M. Best

A. M. Best Rating of Proposed Carriers

Line of Business	Insurance Company	Rating	Admitted/ Non-Admitted
Excess Flood	Houston Specialty Insurance Company	A (XI)	Non-Admitted

General Rating

Rating Categories	Rating Symbols
Superior	A+ to A++
Excellent	A to A-
Good	B+ to B++
Fair	B to B-
Marginal	C+ to C++
Weak	C to C-
Poor	D

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category

Class	Range (\$ in Thousands)
Class I	Up-\$1,000
Class II	\$1,000-\$2,000
Class III	\$2,000-\$5,000
Class IV	\$5,000-\$10,000
Class V	\$10,000-\$25,000
Class VI	\$25,000-\$50,000
Class VII	\$50,000-\$100,000
Class VIII	\$100,000-\$250,000
Class IX	\$250,000-\$500,000
Class X	\$500,000-\$750,000
Class XI	\$750,000-\$1,000,000
Class XII	\$1,000,000-\$1,250,000
Class XIII	\$1,250,000-\$1,500,000
Class XIV	\$1,500,000-\$2,000,000
Class XV	\$2,000,000-Greater

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholder's surplus conditional or Technical reserve Funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities (\$ in Thousands)

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown. Brown & Brown does not guarantee financial condition of the insurers listed above.



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.



Peachtree Special Risk Brokers, LLC

Peachtree Special Risk Brokers, LLC
5 Concourse Parkway NE, Suite 2500
Atlanta, GA 30328
(404)467-6430 Fax: (404)467-6431
Wholesale Insurance Brokers

DATE: 08/19/2026

TO: Judy Merriam
Brown & Brown Insurance Services - Syracuse
500 Plum St
Ste 200
Syracuse, NY 13204

Agency Code: 5358

FROM: Alex Gavlak for Eric Johnston
agavlak@bridgespecialty.com

RE: Binghamton-Johnson City Joint Sewage Board
Renewal of Policy #: RETH-HS-FL-0000254-02

Renewal Date: 09/22/26

QUOTATION

We are pleased to offer the following quotation. Please review this quotation carefully, as the terms and conditions offered may be different than requested. **PROPERTY DISCLAIMER:** Client ultimately selects insured values. You must contact us in writing to bind coverage, as your office holds no binding authority

Policy Term: 09/22/2026 - 09/22/2027

Quote Exp Date: 09/22/2026 12:01 AM

Quotation Premium

Premium:	\$14,630.00
Broker Fee	\$350.00
Service Fee	\$150.00
NY SL Tax(3.6%)	\$532.08
Stamping Fee(0.15%)	\$22.17
Total:	\$15,684.25

Peachtree Special Risk Brokers, LLC is responsible for collecting and filing the Surplus Lines taxes.

Payment Terms: Premium Due Within 20 Days of Effective Date.

Minimum Earned Percentage: 25.00 %; ***Subject to the Carrier(s) Minimum Earned Premium Clause/Endorsement.**

Note: Fees are fully earned

Carrier(s): Houston Specialty Insurance Company Non-Admitted
Please be sure to check the Carrier's current A.M. Best rating to satisfy you and your client's interests.

Locations: Per Schedule on file with the Company.

Endorsements/Exclusions: (Standard Company or ISO Exclusions are applicable including, but not limited to the following terms, conditions and exclusions. The state specific forms vary per state and may not be listed on this proposal. It is your responsibility as agent of the insured to check coverage and terms.)

- Please see attached Company quote for Endorsements and Exclusions.

Terms and Conditions: (include, but are not limited to, the following terms, conditions and exclusions.)

- NOC: Thirty (30) Days, Except Ten (10) Days Notice for Non-Payment of Premium. Subject to State Requirements.
- Should any loss occur between the date of this quotation/binder and the effective date, the company(ies) reserve the right to withdraw this quotation/binder.
- Terms are based on the attached SOV. It is your responsibility to review this SOV for accuracy and notify us immediately if there are any discrepancies. Any changes may affect the terms and pricing offered.
- The company(ies) reserves the right to inspect the locations to develop information necessary to adequately underwrite your business. When conducting these surveys recommendations may be delivered to the insured. Compliance with the recommendations is mandatory and must be completed within the time period stated. Notice of Cancellation will be issued if compliance is not met within the allotted time frame.
- The taxes and fees shown above are based on this account's home state's taxes and rules. If the schedule is altered (mailing address change, amended TIV, adding or deleting properties) prior to binding, it may affect the determination of the home state is and thus the tax/fee percentages may change.
- This policy may include a vacancy clause/exclusion. Please notify us immediately if any of the insured's buildings currently have or plan to have any vacancies or if any buildings are completely unoccupied as coverage may be excluded for these buildings. It is your responsibility as agent of the insured to check coverage and terms and review the policy form/endorsements for accuracy.
- **Please carefully review any Subjectivities and/or Warranties included in the attached carrier quote.**

Binding Subjectivities:

- Signed and dated Acord application due at binding (must be signed and dated by both the Agent and Insured). If there are terms/conditions that are inconsistent with the coverage bound, please note that your binder/policy prevails and any changes to terms/conditions, etc. must be made by endorsement request and are subject to carrier approval.
- NY Part C Affidavit & Notice of Excess Lines Placement Forms are due at binding (attached).
- Signed Quote due at binding
- Signed SOV due at binding (attached).
- Inspection contact information is due at binding.

If PSR has not received a response from you by the expiration date of this quote, we will consider this quotation closed. All requests to bind coverage must be received in our office in writing. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of PSR. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

Thank you for this opportunity!

Best Regards,

Eric Johnston

Brown & Brown Insurance Services - Syracuse
500 Plum St Ste 200
Syracuse NY 13204

NOTICE OF EXCESS LINE PLACEMENT

Date:

Binghamton-Johnson City Joint Sewage Board
4480 Vestal Road
Vestal NY 13850

Consistent with the requirements of the New York Insurance Law and Regulation 41 Binghamton-Johnson City Joint Sewage Board is hereby advised that all or a portion of the required coverages have been placed by Brown & Brown Insurance Services - Syracuse with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Insurance pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No. Renewal of RETH-HS-FL-0000254- **Insurer** Houston Specialty Insurance Company

Policy Premium	\$	14,630.00
<u>Insurer Imposed Charges:</u>		
Policy Fees ⁽¹⁾	\$	150.00
Inspection Fees ⁽¹⁾	\$	
Total Taxable Charges	\$	
<u>Service Fee Charges:</u>		
Excess Line Tax (3.60%)	\$	532.08
Stamping Fee	\$	22.17
Broker Fee ⁽¹⁾	\$	350.00
Inspection Fee ⁽¹⁾	\$	0.00
Other Expenses (specify) ⁽¹⁾	\$	
	Total Policy Cost	\$

(Signature of Insured)

RENEWAL QUOTATION

NAMED INSURED:	Binghamton Johnson City Joint Sewage Board
RENEWAL OF POLICY:	RETH-HS-FL-0000254-02
MAILING ADDRESS:	4480 Vestal Rd Vestal, NY 13850-3537
COVERED LOCATION(S):	As per the Schedule of Values
PROPOSED POLICY PERIOD:	September 22, 2026 to September 22, 2027 (12:01 A.M. Standard time at the mailing address of the insured)
MINIMUM EARNED PREMIUM:	25%
INSURER:	Houston Specialty Insurance Company Non-Admitted Carrier AM Best Rating: A-
TOTAL INSURANCE VALUE:	\$35,722,560
LIMIT OF LIABILITY:	\$2,000,000 per occurrence, annual aggregate Aggregate limits during the policy period
DEDUCTIBLE:	As per Schedule of Values, per occurrence
COVERED PERILS:	Direct physical loss or damage caused by the peril of Flood only, subject to policy terms and conditions.
COVERED PROPERTY:	Real Property (Building)
VALUATION:	Replacement Cost Value
COINSURANCE:	Nil
FULL ANNUAL PREMIUM:	\$14,630
POLICY TERM PREMIUM:	\$14,630.00
POLICY FEE:	\$150.00
TOTAL DUE:	\$14,780.00

PRINT INSURED'S NAME: _____ **INSURED'S SIGNATURE:** _____ **DATE:** _____

BINDING REQUIREMENTS:

1. Signed Quote* (not required for endorsements)
2. Mailing Address (if different)
3. Mortgagee
4. Signed SOV*

*Physical (wet) or verifiable digital signature with computer generated time stamp and/or audit page is required.

APPLICABLE POLICY FORMS:	HSIC JACKET 06 2021	HSIC POLICY JACKET
	SKWD FL DS 01 07 21	FLOOD COVERAGE DECLARATIONS
	SKWD FL 01 04 07 21	SCHEDULE OF FORMS AND ENDORSEMENTS
	SKWD FL 01 01 03 22	COMMERCIAL PROPERTY SCHEDULE OF LOCATIONS
	SKWD FL 00 01 09 21	GENERAL FLOOD INSURANCE POLICY FORM
	SKWD FL 01 08 07 21	SERVICE OF SUIT
	SKWD FL PN 001 07 21	OFAC NOTICE
	SKWD FL 01 06 07 21	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
	HSIC CP ES 01 11 10 20	ASBESTOS EXCLUSION
	SKWD FL 01 14 08 21	ELECTRONIC DATA EXCLUSION

INELIGIBLE EXPOSURES:

- Individual machinery or item valued over \$100,000
- Contents at storage facilities
- Primary exposure of personal property of others (PPO)

DISCLAIMERS:

This policy will be issued by a surplus lines insurer and this quotation is valid for sixty (60) days or until the proposed effective date, whichever occurs first. If, between the date of the original submission and the policy effective date there is a material change in any of the information, including but not limited to claims or potential claims, originally submitted or subsequently requested by either Houston Specialty Insurance Company or reThought Insurance Corporation, the insured is required to notify us immediately. reThought Insurance Corporation reserves the right to terminate or modify the terms of this quotation in the event of a material change in such information.

The terms, conditions, limits and exclusions of this quotation supersede the submitted information and specifications submitted to reThought for consideration and all prior quotations. Actual coverage will be determined by and in accordance with the policy as issued by the insurer. The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is in the actual policy.



This quotation has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void this quotation.

Notice of Cancellation (NOC) in accordance with state laws, rules and regulations will be sent if the net due amount is not received by the date shown on the invoice.

Applicable premium, taxes and fees are included in the total above.

SCHEDULE OF VALUES

POLICY LIMIT: \$2,000,000 per occurrence

Site	Bldg	Location	Flood Zone	Replacement Value	Limit	Deductible
N/A	1	4480 Vestal Rd Building 4-B1 Sludge Digest 1&2 Control Bldg 1 Vestal, NY 13850-3537		Building \$3,194,297	Building —	Building \$500,000
N/A	2	4480 Vestal Rd Building 4-C2 Sludge Digest 3 Control Bldg 2 Vestal, NY 13850-3537		Building \$6,576,494	Building —	Building \$500,000
N/A	3	4480 Vestal Rd Building 10 Head House Vestal, NY 13850-3537		Building \$20,415,715	Building —	Building \$500,000
N/A	4	4551 Vestal Rd Bldg 15 CN Blower Vestal, NY 13850		Building \$5,536,054	Building —	Building \$500,000
Total:				\$35,722,560	\$0	

By signing the document below, I acknowledge that I was provided with a copy of the quoted SOV and affirm that the locations and values are accurate.

PRINT INSURED'S NAME: _____ **INSURED'S SIGNATURE:** _____ **DATE:** _____

Compensation Disclosure

Compensation Disclosure

Compensation. As a licensed insurance producer/broker/agent, Brown & Brown entities (“we”) are generally authorized by our license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. If you have any questions, or require additional information, please contact your Brown & Brown team, or, if you prefer, submit your question or request online at

<https://www.bbrown.com/us/contact/contact-general/>



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Notice of Non-Admitted Carrier

NOTICE THAT COVERAGE MAY BE PLACED WITH A NON-ADMITTED CARRIER

Policyholder: Binghamton-Johnson City Joint Sewage Board

Surplus Lines Carrier: Houston Specialty Insurance Company

Type of Coverage: Excess Flood

Effective Date of Coverage: 9/22/2026

Policy Number: RETHHSFL0000254-03

*This notice confirms that upon binding instructions from the policyholder, Brown & Brown Insurance Services, Inc. will place insurance coverage with a surplus lines company and the policyholder understands that the insurance coverage written **is not** subject to the protection and benefits of the **New York** Insurance Guaranty Association.*

Revised 1-16-2024



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.



Find your solution at BBrown.com

Investment Summary

July 27, 2026 | Quote # Q-392520 | Version # 5 | Quote Valid Until 08/16/2026



Client Company

Binghamton-Johnson City Joint Sewage Board - 162378
4480 Vestal Rd
Vestal, NY 13850
(607) 729-2975

Client Contact

Douglas Jensen

(607) 729-2975



Total Employee Count

38



Monthly Fee

\$560.20



One-Time Fees

\$0.00



Total Annual Investment¹

\$7,144.40

Loc #	Group #	Company or Affiliate Name	Emp Count	Monthly ³	Annual	Total Annual ²	One-Time Fees
1	1	Binghamton-Johnson City Joint Sewage Board - 162378	38	\$560.20	\$422.00	\$7,144.40	\$0.00
Total			38	\$560.20	\$422.00	\$7,144.40	\$0.00 ⁴

¹Total Annual Investment includes estimated annual fees

²Annualized fees do not include usage based fees

³Monthly HCM fees based on # of Active Headcount as defined in the Additional Terms.

⁴Plus sales tax if applicable

See following pages for line item breakdown of services

This Investment Summary ("Investment Summary" or "Order") is governed by the Paylocity Subscription Agreement found [here](#), together with the Service Specific Terms found [here](#), and any additional terms specified below. Any terms and conditions referenced on a Client purchase order shall not apply to this Investment Summary.

By signing below, Client agrees to the terms and conditions of this Investment Summary and the SA which shall be effective as of the date of Client's signature below ("Order Effective Date").

Paylocity Account Executive	Date
Signature	

Geoffrey Marsh

847-873-8337

Client Authorization

Date

Signature

Name (Print)

Investment Summary

July 27, 2026 | Quote # Q-392520 | Version # 5 | Quote Valid Until 08/16/2026



Group(s): 1

Monthly Fees	# of Controls	Base	Qty	Rate	Monthly
Complete HCM Solution	1	\$169.50	38	\$7.65	\$460.20
Payroll					
• Payroll Processing	-	-	-	-	Included
• Unlimited Payroll Runs	-	-	-	-	Included
• Tax Filing & Payments	-	-	-	-	Included
• New Hire Reporting	-	-	-	-	Included
• Prorated & Retro Pay	-	-	-	-	Included
• Check Printing Service	-	-	-	-	Included
• Direct Deposit	-	-	-	-	Included
• On Demand Payment	-	-	-	-	Included
• General Ledger	-	-	-	-	Included
Human Resources					
• Human Resources Management	-	-	-	-	Included
• Workflows Process Automation	-	-	-	-	Included
• Centralized Document Library	-	-	-	-	Included
• State Compliance Form Library	-	-	-	-	Included
• Fillable Employee Forms	-	-	-	-	Included
• Unlimited Custom Fields	-	-	-	-	Included
• Employee Self-Service	-	-	-	-	Included
• Position Management	-	-	-	-	Included
• Time Off Management	-	-	-	-	Included
• Org Chart & Directory	-	-	-	-	Included
• Skills & Certifications Management	-	-	-	-	Included
• ACA Tracking & Reporting	-	-	-	-	Included
• Compliance Management	-	-	-	-	Included
• Benefit Summary Statement	-	-	-	-	Included
• Employment Verification	-	-	-	-	Included
• Labor Law Poster with Replacement Service	-	-	1	\$10.00	\$10.00
Employee Experience					
• AI Assist	-	-	-	-	Included
• Community	-	-	-	-	Included
• Recognition	-	-	-	-	Included
• Mobile App	-	-	-	-	Included
Insights & Reporting					
• Data Insights	-	-	-	-	Included
• Dynamic Reporting	-	-	-	-	Included
• Modern Workforce Index	-	-	-	-	Included
Customer Service					
• Dedicated Account Management	-	-	-	-	Included
• On Demand Training (PEAK)	-	-	-	-	Included
• Unlimited Product Training	-	-	-	-	Included

Investment Summary

July 27, 2026 | Quote # Q-392520 | Version # 5 | Quote Valid Until 08/16/2026



Time & Labor					
• Time & Attendance	-	-	-	-	Included
• Scheduling	-	-	-	-	Included
• Time Collection	-	-	-	-	Included
• Acroprint FT217 Ethernet with Magnetic Reader	-	1		\$90.00	\$90.00
Monthly Total					\$560.20

⁵There is no fee to the company for On Demand Payment; however, employees will be charged \$1.25 per transaction.

Annual Fees	Grp	# Ctrl's	Base	Qty	Rate	Annual
W2 / 1099	1	1	\$50.00	38	\$7.00	\$316.00
1095 Forms	1	1	\$30.00	38	\$2.00	\$106.00
Annual Total						\$422.00

Usage-Based Fees - HCM Services	Base	Rate
Electronic Garnishments		\$1.90
Direct Agency Pay		\$3.05
Tax Registration		\$205.00
Delivery Next Day		\$25.00
Split Pack		\$6.00

The fees listed above are invoiced as incurred on per usage basis in accordance with the terms and conditions. Please note these fees are in addition to the ongoing fees stated in the Investment Summary section of the quote.

Investment Summary

July 27, 2026 | Quote # Q-392520 | Version # 5 | Quote Valid Until 08/16/2026

Additional Terms

The following additional terms and conditions apply to the Services described herein. Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in the Paylocity Subscription Agreement.

1. Subscription Term

a) **Initial Subscription Term:** The Initial Subscription Term commences on Service Start Date and continues for a period of two years. "Service Start Date" means (i) to the extent the Order does not cover any spend management or payroll Services, the Order Effective Date; or (ii) to the extent the Order contains spend management Services and not payroll Services, the point in time that the Client's product instance has been completed and usage data is available; or (iii) to the extent the Order contains payroll Services, on the date of First Payroll Processing. "First Payroll Processing" means any use of Paylocity's Services by or on behalf of Client to administer payroll.

(b) **Renewal Term:** Upon conclusion of the Initial Subscription Term, the Services automatically renew for a period of one year, unless Client provides notice of non-renewal at least 60 days prior to the applicable renewal date.

2. Additional Pricing and Payment Terms

(a) Implementation Fees are non-cancellable and non-refundable as of the Order Effective Date.

(b) Implementation Fees are due by Client upon the Order Effective Date.

(c) Paylocity reserves the right to update the price for the Services at any time after the Initial Subscription Term.

(d) Client agrees to allow Paylocity to debit from its account(s) on due date any and all fees due to Paylocity under this Agreement.

(e) **Termination Fee:** (1) If the termination occurs prior to Service Start Date, Client shall pay a termination fee in an amount equal to 3x the monthly service fees payable per the applicable Order; or (2) If the termination occurs after Service Start Date, Client shall pay a termination fee in an amount equal to 50% of the number of months remaining in the then-current term multiplied by the average monthly amount billed for the Services, over the prior 12 month period immediately preceding the termination (or if less than twelve (12) months has elapsed, the monthly average amount billed to Client over the months the Agreement was in effect prior to the termination date).

(f) **Service Fees** are based on the employee headcount as of the Order Effective Date, provided that the Client will be charged monthly for Service Fees based on the Client's (1) Active Employee Records that are not listed as a terminated status in the Employee Record within the Paylocity Services platform; or (2) number of Employee Records provisioned to use eligible Services. "Employee Record" means a unique employee identifier at each Client or Affiliate account, which includes all Authorized Users.

National Awards and Recognition



Subscription Services Agreement

This Subscription Services Agreement (the “SA”, together with the Order, the “**Agreement**”) is entered into by and between the legal entity identified in the applicable Order (“**Client**”) and Paylocity Corporation (on behalf of itself and its Affiliates, “**Paylocity**”), each a “**Party**” and collectively the “**Parties**,” as of the earlier of the applicable Order Effective Date or Client’s access to the Services (“**Effective Date**”).

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SERVICES, AS DEFINED BELOW, YOU ARE ACCEPTING AND AGREEING TO THIS SA ON BEHALF OF CLIENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE ON BEHALF OF CLIENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH ANY OF THE TERMS SET FORTH HEREIN, YOU SHOULD CEASE ACCESSING OR USING THE SERVICES IMMEDIATELY. PLEASE NOTE THAT PAYLOCITY RESERVES THE RIGHT TO REVISE THE AGREEMENT FROM TIME TO TIME UPON NOTICE TO YOU.

THIS AGREEMENT DESCRIBES IMPORTANT OBLIGATIONS OF CLIENT, PARTICULARLY WITH REGARD TO ITS OBLIGATION TO COMPLY WITH LAWS APPLICABLE TO CLIENT. PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SERVICES, OR CONTINUING TO DO SO, YOU ACKNOWLEDGE AND AGREE TO THESE LIMITATIONS.

SECTION 1: ACCESS TO AND USE OF THE SERVICES

1.1 Definitions; Services.

- a. “**Subscription Services**” means Paylocity’s proprietary software-as-a-service offerings leveraging its human resources, payroll, and spend management platforms, as applicable as identified in an Order.
- b. “**Professional Services**” means certain implementation and configuration services as identified in an Order or as otherwise requested by the Client and delivered by Paylocity in connection with the Subscription Services (“**Professional Services**”). Professional Services shall be governed by the Agreement and the Professional Services Terms incorporated herein and made available [here](#) (“**Professional Services Terms**”).
- c. “**Order**” means a Paylocity-issued ordering document signed by Client (or its Affiliate, as permitted under Section 1.5(b)) that describes the Services and is governed by the SA.
- d. “**Services**” means, collectively, the Subscription Services, Professional Services, documentation or materials provided by Paylocity that relate to the Services, and any other services and equipment specified in an Order, as provided by Paylocity or one of its Affiliates.

1.2 Licenses; Scope of Use.

- a. Subject to the terms of the Agreement, Paylocity hereby grants Client a limited, revocable, nonexclusive, non-sublicensable, non-transferable license to access and use the Services during the Subscription Term, as defined below, solely for Client’s internal business purposes and in accordance with the terms of the Agreement (including all terms incorporated therein). In the event that Client enables a feature, functionality or module as made available by Paylocity within the Service, the Agreement shall apply even if such feature, functionality or module is not expressly identified in the Order.
- b. Scope of Use. The Services include functionality for use by Client’s full-time and part-time employees, contingent laborers, contractors, and any other individuals who are authorized by Client to access and use the Services (“**Authorized Users**”). Client may designate certain Authorized Users as administrators with additional permissions to act on behalf of Client under the Agreement. In order to access the Services through a mobile app or a web browser, Authorized Users may be required to agree to be bound by the Paylocity Platform End User License Agreement, set forth within the application (the “**EULA**”). Client is responsible for Authorized Users’ access to and use of the Services, and Client will be liable for all breaches of the Agreement by an Authorized User Client permits to use the Services on its behalf, and for any breach of the EULA by any Authorized User.

1.3 Limitations on Use. The limitations and restrictions set forth in this Section 1.3 (Limitations on Use) will apply to Client’s access to and use of the Services.

- a. License and Use Restrictions. Client will not and will not permit or authorize any Authorized User or third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, firmware, or underlying structure, ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services, or any portion thereof; (iii) copy (except for archival purposes), rent, lease, resell, distribute, pledge, assign, or otherwise transfer or allow any lien, security interest, or other encumbrance on the Services; (iv) use the Services as service provider, for timesharing or service bureau purposes, or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with, or disrupt the integrity or performance of or otherwise attempt to gain

unauthorized access to the Services or related systems, hardware, or networks, or any content or technology incorporated in any of the foregoing; (vi) remove, obscure, or alter any proprietary notices or labels of Paylocity, its licensors, or other service providers on the Services or any related documentation; (vii) create internet “links” to the Services, except to facilitate access by its Authorized Users; (viii) “frame” or “mirror” the Services on any other server, or wireless or internet-based device enabling access to the Services for a third party; or (ix) access or use the Services or related documentation to build or support, directly or indirectly, products or services competitive to Paylocity. Client will not provide access to any Services to any person who is not an Authorized User. Client will use the Services strictly in accordance with the terms of the Agreement and such use is subject to any restrictions, use levels, or additional terms and conditions set forth in the Order, including the Service Specific Terms (available [here](#) and incorporated herein).

- b. Acceptable Use Policy. Client will not, and will not permit or authorize any Authorized User or third party to, use the Services: (i) in violation of any applicable law, for any illegal or fraudulent activity or for any activity outside the scope of use expressly permitted hereunder; (ii) to violate the rights of others; (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or “spam”); or (vii) in any manner that damages, disables, overburdens, or impairs any of Paylocity’s websites, servers, or otherwise interferes with any other party’s use of the Services.

- 1.4 Account Security. Client is responsible for ensuring that each Authorized User maintains the confidentiality of the Service credentials and other account information that an Authorized User uses or creates to access or use the Services (collectively, the “**Service Credentials**”). Client will be fully responsible for administering Service Credentials, including assignment, maintenance, and removal of access to Authorized Users, and for any and all activities that occur under the Service Credentials. Client agrees to immediately notify Paylocity of any unauthorized uses of any Client passwords or accounts or any other breach of security with respect to the Services of which it becomes aware. Paylocity will not be liable for any loss or damage arising from Client’s failure to comply with Client’s account security obligations and this Section 1.4, including as it relates to fraudulent activity occurring under the Service Credentials. Notwithstanding the foregoing, Paylocity retains the right to require minimum security requirements for Service Credentials and access to the Services.

- 1.5 Affiliate Use of Services. Affiliates, as defined below, may only access the Services as follows:

- a. If Client wishes to permit one or more of its Affiliates to access or use the Services pursuant to the SA in effect between Client and Paylocity, Client: (i) must identify each such Affiliate in an Order signed by Client; (ii) agrees that Client is fully responsible and liable for each Affiliate’s use of the Services in compliance with the terms of the Agreement; (iii) agrees that Client is fully responsible for each Affiliate’s funding obligations hereunder; (iv) shall fully cooperate with Paylocity in enforcing all of Paylocity’s rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches the Agreement and (v) represents and warrants that it has all requisite authority to enter into such Order on behalf of each such Affiliate. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where “**control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. If Client wishes to add additional Affiliates per the foregoing, Client may request a new Order identifying the applicable Affiliates to be added.
- b. If an Affiliate wishes to purchase Services from Paylocity directly, Paylocity may enter into a separate Order with such Affiliate for the purchase and performance of Services, provided that: (i) Affiliate signs an Order that incorporates by reference the terms of the SA in effect between Client and Paylocity and agrees to take on all of the rights and obligations of the Client under such SA in connection with the Order (ii) the following terms shall apply to any such Order: (a) Affiliate represents and warrants that it has all requisite rights and authority to enter into such Order pursuant to the SA and (b) Affiliate agrees that it is fully responsible and liable for its use of the Services in compliance with the terms of the Agreement, including all funding obligations thereunder. For clarity, in the case of an Affiliate purchase as set forth in this Section 1.5(b), the Subscription Term shall be as set forth in the applicable Affiliate Order.

- 1.6 Intellectual Property.

- a. Ownership. Client acknowledges that, as between the Parties and subject to the licenses in Section 1.2 (Licenses; Scope of Use), Paylocity owns any and all right, title, and interest in and to the Services and Usage Data, including all Intellectual Property Rights therein. As between the Parties and subject to the licenses in Sections 4.1 (Client Marks) and 4.2 (Client Data), Client owns all right, title, and interest in the Client Data and Client Marks, and all Intellectual Property Rights therein. “**Intellectual Property Rights**” means: (i) copyrights and other rights associated with works of authorship; (ii) trademark and trade name rights and similar rights including all goodwill associated therewith; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (v) all registrations, applications, renewals, extensions, continuations, divisions, or reissues now or in the future under the laws of any jurisdiction.
- b. Feedback. If Client or any of its Authorized Users provide Paylocity with suggestions, comments, or feedback regarding the features, functionality, or usability of the Services, or related documentation (“**Feedback**”), Client agrees that Paylocity shall own such Feedback and

shall be free to use, disclose, reproduce, license, or otherwise distribute the Feedback.

- 1.7 Updates. The Services may be updated, modified, or enhanced from time to time as required by Paylocity in its reasonable discretion, including to make improvements or upgrades to, or provide bug fixes for, the Services. Such changes shall be applied consistently across similarly situated Paylocity clients.

SECTION 2: TERM AND TERMINATION

- 2.1 Subscription Term. The SA begins on the Effective Date and will continue in effect until terminated as set forth herein. Each Order shall be effective for the period specified therein and the initial term for access to and use of the Services shall be as described in the applicable Order (“**Initial Subscription Term**”). Notwithstanding the foregoing, by accessing or using the Services at any time, Client agrees to be bound by and comply with the terms of the Agreement. After the Initial Subscription Term, the Services will renew automatically for the period specified in the Order (each a “**Renewal Term**”) unless either Party gives written notice to the other of its intent to not renew the Subscription Services in accordance with the notice periods specified in the applicable Order. The Initial Subscription Term and any Renewal Terms are collectively referred to herein as the “**Subscription Term**.”

2.2 Termination; Service Suspension.

a. Termination.

- i. Either Paylocity or Client may terminate the Agreement upon written notice to the other Party: (i) if the other Party is in breach of the Agreement, and fails to cure that breach within 30 days of receiving written notice thereof, or (ii) effective immediately if the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If an Order is terminated pursuant to this Section 2.2 (Termination; Service Suspension), the SA shall remain in effect solely with respect to any remaining Order.
- ii. In addition to the foregoing, Paylocity may also terminate the Agreement effective immediately upon written notice to Client: (i) if Client is in breach of its obligations under Sections 1.2 (Licenses; Scope of Use) or 1.3 (Limitations on Use); or (ii) Client is operating in an industry or jurisdiction that is or becomes a prohibited industry or jurisdiction such that Paylocity cannot deliver Services to Client due to a potential violation of applicable laws or regulations as determined by Paylocity in its reasonable discretion.
- iii. Subject to payment of any termination fees specified in the applicable Order(s) (“**Termination Fees**”), Client may terminate an Order for convenience at any time by providing written notice to Paylocity. If all Orders governed by an SA are terminated, the SA shall also terminate at such time.

b. Service Suspension.

- i. Paylocity may immediately suspend Client’s access to (and/or Paylocity’s delivery of) the Services (1) pursuant to the terms of the Order, (2) if Client fails to communicate with Paylocity or provide required information needed by Paylocity to provide Services, or (3) Client otherwise ceases use of the Services to process payroll, if applicable.
- ii. In the event of suspension of Services hereunder, Paylocity will notify Client and provide Client with 24 hours from the time of notice to remedy the issue giving rise to the suspension, and Service Fees will continue to accrue during any such period of suspension. If Client fails to timely rectify the issue in accordance with the foregoing, Paylocity may terminate the SA effective immediately without any further liability and Section 2.3 (Effect of Termination) shall apply.

2.3 Effect of Termination.

- a. Upon termination or expiration of the SA or any Order, Client will immediately: (a) cease use of the applicable Service(s); (b) become solely responsible for any payment obligations to third parties owed relating to a Service (including, without limitation, tax filings); (c) except in the case of a termination by Client for Paylocity’s uncured material breach of the Agreement pursuant to Section 2.2(a)(i) above, pay any applicable Termination Fees; (d) reimburse Paylocity for any payments made hereunder on Client’s behalf to any third party; (e) pay any and all fees and charges for the Services rendered or made available prior to the effective date of termination; and (f) promptly return to Paylocity or destroy (with certification of destruction) all Paylocity Confidential Information, as defined in Section 5 (Confidentiality), including any documentation relating to the Services. Notwithstanding the obligations in subsection (f), Client shall not be required to destroy copies of Confidential Information stored on backup disks or systems that are automatically produced in the ordinary course of business and which are not accessible from employee workstations, provided that any such Confidential Information so retained will be held subject to the obligations of Section 5 (Confidentiality) for so long as it is retained.
- b. Client agrees that Paylocity shall be entitled to recoup all of the foregoing fees and amounts due pursuant to this Section 2.3 in accordance with the funding obligations specified in the applicable Order.

- c. The following provisions will survive any termination of the SA: Section 1.6 (Intellectual Property), Section 2.3 (Effect of Termination), Section 2.4 (Extended Access to Data), Section 5 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 10 (Client Funding), Section 11 (Governing Law; Venue), and Section 12 (Miscellaneous).

2.4 **Extended Access to Data.** For up to one (1) year following the effective date of termination or expiration of the applicable Order (“**Data Access Period**”), Client may request continued access to Client Data subject to additional fees as identified in a separately signed Order for such access, if required by Paylocity at the time of purchase (“**Extended Access**”). Upon the conclusion of the Data Access Period, Paylocity will delete or anonymize such Client Data in accordance with its standard data retention policies.

SECTION 3: SERVICE FEES AND CHARGES

- 3.1 **Fees.** Client agrees to pay the fees for Services and other charges pursuant to the Agreement (“**Service Fees**”).
- 3.2 **General.** Service Fees paid for all Services are non-refundable and non-cancellable. Client acknowledges that Service Fees are payable in full in accordance with the terms of the applicable Order regardless of whether Client accessed or used a Service during such period. Late payments shall be subject to an interest charge at the rate of 1.5% per month, and Client shall be responsible for all of Paylocity’s costs of collection of amounts due hereunder, including, without limitation, attorneys’ fees.
- 3.3 **Ancillary Service Fees.** Paylocity may deliver ancillary services in accordance with its standard procedures in order to fulfill the Services hereunder (which may include, without limitation, those related to late funding, insufficient funds notification and processing, emergency payment requests, tax registration, and amended tax returns) and in such cases, (i) those ancillary services will be deemed “Services” hereunder and (ii) Paylocity will charge any related fees to Client from time to time at the applicable rates as they occur.
- 3.4 **Fee Disputes.** Client must notify Paylocity in writing if Client disputes any portion of the Service Fees within 30 days of the applicable invoice date. Paylocity shall use commercially reasonable efforts to resolve any such dispute promptly. If Client does not provide Paylocity with such requisite written notice, Client will not be entitled to dispute the fees paid or payable under the applicable invoice.
- 3.5 **Taxes.** Client is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of the Services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by the applicable taxing authorities.

SECTION 4: CLIENT MARKS, CLIENT DATA; SECURITY AND PRIVACY

- 4.1 **Client Marks.** If Client provides Paylocity with one or more of its trademarks, trade names or logos (“**Client Marks**”) for use in connection with the Services, Client grants to Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display and distribute the Client Marks solely in connection with Paylocity’s performance of the Services.
- 4.2 **Client Data.** “**Client Data**” means any data or data files of any type that are uploaded or provided by Client for storage or processing in connection with the Services, and the content of any outputs created by Client or its Authorized Users through use of the Services that is based on Client Data, except Usage Data. Subject to Paylocity’s intellectual property rights contained in Section 1.6 (Intellectual Property), Client retains ownership of Client Data but grants Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display Client Data for the purpose of operating, performing and maintaining the Services and for Paylocity’s obligations to comply with all applicable laws. Client will ensure that Client Data, and Authorized Users’ use and provision thereof to Paylocity, will not violate any limitations on use set forth in Section 1.3 (Limitations on Use) or any applicable law.
- 4.3 **Accuracy of Client Data and Information.** Client is solely responsible for reviewing and verifying the content, accuracy, and integrity of all Client Data. Client will provide Client Data to Paylocity in a form, at a time, and by the method specified by Paylocity. It is Client’s responsibility to review payroll data, spend management data, and/or other information prior to processing and to promptly identify any errors. Client acknowledges that Paylocity is entitled to rely conclusively on all Client Data, and Paylocity does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of any Client Data. Notwithstanding the foregoing, if Client Data provided to Paylocity is incorrect, incomplete, or not in proper form, and Paylocity agrees to make corrections to such data on Client’s behalf, Client agrees to pay Paylocity additional fees associated with making such corrections. Notwithstanding the foregoing, Client is solely responsible for any applicable penalties, fines, missed payments, judgments, or losses due to incorrect coverage, or any other losses incurred that result from incorrect, incomplete, or untimely Client Data.
- 4.4 **Usage Data.** “**Usage Data**” means (a) any aggregated and anonymized data that may be generated or derived from Client Data or Client’s use of the Services that cannot be used to identify or would not reasonably be expected to identify Client or any individual as the source of such data, and (b) any data specific to the commercial interactions between Paylocity and Client.
- 4.5 **Data Privacy and Security.**
- a. The Services involve transmissions of Client Data and other information over the Internet through a website hosted by or on behalf of Paylocity. Paylocity will use encryption and other industry-standard safeguards to protect such information when being transmitted over

the Internet. Notwithstanding the foregoing, Client acknowledges that neither the security of transmissions over the Internet nor of the Client's hardware used to access the Internet can be guaranteed by Paylocity.

- b. Paylocity will implement physical, technical, and administrative safeguards to maintain the security of Client Data used by Paylocity to perform the Services while in Paylocity's control.
- c. Paylocity will process Client Personal Information (as defined in the DPA) in accordance with the Paylocity Data Protection Addendum ("DPA") which is available [here](#).
- d. Client is responsible for securing, paying for, and maintaining connectivity to the Services via the Internet, including any related hardware, software, third party or ancillary services, and equipment and components for such connectivity, and other applicable applications that may relate to Client's use of the Services ("Client Systems"). Paylocity will have no liability for such Client Systems, and Client will not be excused for any of its obligations under the Agreement due to the quality, speed, or interruption arising from the Internet or Client Systems. Client will be solely responsible for maintaining the security of its Client Systems.
- e. Client acknowledges that it is solely responsible for ensuring compliance with any legal or regulatory data retention requirements applicable to its business. Paylocity shall have no responsibility for such compliance.

SECTION 5: CONFIDENTIALITY

- 5.1 **Definition.** "**Confidential Information**" means non-public, confidential, or proprietary information provided by or made available by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with the subject matter of the Agreement that (a) is labeled or designated in writing as confidential or proprietary; (b) the Receiving Party is advised is proprietary or confidential; or (c) in view of the nature of such information and/or the circumstances of its disclosure, the Receiving Party knows or reasonably should know is confidential or proprietary, regardless of the form in which such information is conveyed. Paylocity's Confidential Information includes, without limitation, Service pricing, Service documentation and technical specifications related to the Services.
- 5.2 **Exclusions.** Confidential Information does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Section 5; (b) was in the Receiving Party's possession without restriction prior to its receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (d) is disclosed to the Receiving Party from any third party on a non-confidential basis, except where such disclosure constitutes a wrongful or tortious act by the third party.
- 5.3 **Protection, Non-Use, and Non-Disclosure of Confidential Information.** The Receiving Party will not use or disclose to any third party any Confidential Information disclosed to the Receiving Party by or on behalf of the Disclosing Party except to the extent required: (a) to perform or receive the benefit of the Services; (b) to enforce its rights under the Agreement, or (c) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The Receiving Party will safeguard such Confidential Information to the same extent that the Receiving Party safeguards its own Confidential Information, but in any case, will exercise at least reasonable care.

SECTION 6: REPRESENTATIONS AND WARRANTIES

- 6.1 **Mutual Representations and Warranties.** Throughout the Subscription Term, each Party represents and warrants to the other that it has full power and authority to enter into the Agreement and to perform its obligations hereunder, and that the entering into of the Agreement and the performance of its obligations hereunder does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract or agreement with a third party.
- 6.2 **Client Representations and Warranties.** Client represents and warrants that at all times during the Subscription Term: (a) it will use the Services in compliance with all applicable laws; and (b) it has all rights and permissions necessary to provide the Client Data and Client Marks to Paylocity.
- 6.3 **Warranty Disclaimer.** EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6:
 - a. PAYLOCITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; AND
 - b. PAYLOCITY MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES PAYLOCITY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; AND
 - c. PAYLOCITY IS NOT AN ACCOUNTING OR LAW FIRM AND NO SERVICES WILL BE CONSTRUED BY CLIENT AS TAX, ACCOUNTING OR LEGAL ADVICE, NOR WILL PAYLOCITY BE DEEMED A FIDUCIARY OF CLIENT. ACCORDINGLY, CLIENT UNDERSTANDS THAT IT IS CLIENT'S RESPONSIBILITY TO PAY ANY FEE OR PENALTY ASSESSED BY THE INTERNAL REVENUE SERVICE OR OTHER STATE OR FEDERAL REGULATORY

AGENCY. IT IS CLIENT'S SOLE RESPONSIBILITY AND DUTY TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS RELATED TO CLIENT'S BUSINESS, AND ENGAGING PAYLOCITY TO PERFORM THE SERVICES DOES NOT RELIEVE CLIENT OF ANY SUCH OBLIGATION.

SECTION 7: INDEMNIFICATION

- 7.1 Client Indemnification. Client will defend Paylocity and its licensors from and against any claim, action, demand, or proceeding brought by a third party (each, a "**Claim**") and will hold harmless and indemnify Paylocity against any resulting Losses that arise from or relate to: (a) the actions or omissions of Client in connection with its use of the Services, including any Claims brought by any Client personnel or Authorized Users, or dependents or heirs of such Client personnel or Authorized Users, arising out of Client's use of the Services; (b) Client's negligence, willful misconduct, or failure to comply with applicable laws in connection with the subject matter of the Agreement, (c) a Claim alleging that the Client Data or Client Marks infringe or otherwise misappropriate the Intellectual Property Rights or other proprietary rights of a third party; or (d) Client's use of a Third-Party Service, as defined in Section 9.1 (Third-Party Services), through any integration with the Subscription Services. "**Losses**" means damages that are finally awarded by a court of applicable jurisdiction, or amounts agreed to in settlement by the indemnifying party.
- 7.2 Paylocity IP Infringement Indemnification. Paylocity will defend Client against a Claim alleging that the Subscription Services infringe a third party's United States patent or registered copyright or misappropriate such third party's trade secret (each, an "**IP Claim**"). Paylocity will indemnify Client against any Losses to the extent resulting from such IP Claim. Notwithstanding the foregoing, Paylocity shall have no obligation to indemnify and shall have no liability under this section to the extent (a) that an IP Claim arises from: (1) any software, hardware or components not owned by Paylocity, including Third-Party Services; (2) use of the Subscription Services in combination with other equipment, software or services; (3) any modification to the Subscription Services made by or on behalf of Client or any other third party; (4) Client's failure to install any updates to or new versions of the Subscription Services made available by Paylocity; (5) use of the Subscription Services other than in the manner expressly authorized under the Agreement; (6) Client Data, Client Marks or other Client content or materials provided to Paylocity or otherwise processed by the Services or (b) that Client is in breach of the Agreement. If Client's right to continue using the Subscription Services is likely to be enjoined, at Paylocity's sole discretion, Paylocity may (i) attempt to obtain the right for Client to continue to use the infringing Subscription Service; or (ii) replace or modify the infringing Subscription Service so that it no longer infringes but functions in a substantially equivalent manner; or (iii) if neither (i) or (ii) is commercially practicable, Paylocity shall have the right to terminate the Agreement (or the applicable affected Order) and the rights and licenses granted hereunder upon written notice to Client and shall refund to Client any pre-paid amounts for the Subscription Service not yet incurred for the period following the effective date of termination. THE PROVISIONS OF THIS SECTION 7.2 AND SECTION 7.3 STATE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND PAYLOCITY'S ENTIRE LIABILITY WITH RESPECT TO ANY IP CLAIM.
- 7.3 Indemnification Procedure. The Party seeking indemnification under this Section 7 will: (a) give the indemnifying Party prompt written notice of the Claim, (b) tender to the indemnifying Party control of the defense and settlement of the Claim (provided that a settlement may not impose on the indemnified Party any costs or obligation to admit liability without its prior, written consent), and (c) cooperate with the indemnifying Party in defending or settling the Claim. The indemnified Party will have the right to participate in any indemnification action or related settlement negotiations using counsel of its own choice at its own expense.

SECTION 8: LIMITATION OF LIABILITY

- 8.1 IN NO EVENT SHALL PAYLOCITY BE LIABLE TO CLIENT, ITS AFFILIATES, THEIR RESPECTIVE AUTHORIZED USERS OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, BUSINESS INTERRUPTION, THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES, OR ANY DAMAGES TO THE EXTENT CAUSED BY CLIENT DATA, CLIENT SYSTEMS, OR CLIENT'S APPLICATIONS, CLIENT'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CLIENT'S INTRODUCTION OF MALICIOUS CODE, OR FOR ANY ACTIONS TAKEN BY PAYLOCITY AT CLIENT'S DIRECTION, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 8.2 IN NO EVENT SHALL PAYLOCITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PAYLOCITY FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD DIRECTLY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SECTION 9: THIRD-PARTY SERVICES

- 9.1 Third-Party Services. Paylocity may provide the capability for Client to link or integrate Subscription Services with certain third-party products or services not owned by Paylocity ("**Third-Party Services**"). Such Third-Party Services shall be provided in accordance with the terms of the Order, or Section 9.2 (API). Client shall enter into a separate agreement with the third party providing the Third-Party Services. Paylocity is not responsible for and does not endorse any such Third-Party Services and disclaims any and all liability arising from or relating to the use of such Third-Party Services by or on behalf of Client.

- 9.2 API. If included in an Order, Client may access and use certain pre-existing application programming interfaces created by or on behalf of

Paylocity for the purpose of facilitating the integration of the Subscription Services with a Third-Party Service (each, an “API”) subject to the applicable API End User License Agreement and Paylocity Developer Tools Terms of Service found [here](#).

- 9.3 Client is responsible for all rights, obligations, and liabilities related to any of its Third-Party Services provider’s access, use, handling, processing, storage, disclosure, and deletion of Client Data, as outlined in a separate agreement between Client and such Third-Party Services provider.

SECTION 10: CLIENT FUNDING

- 10.1 Obligation to Remit Funds. Client is responsible for remitting timely funds to Paylocity for the performance of certain Services in accordance with the applicable terms set forth in the Agreement.

SECTION 11: GOVERNING LAW; VENUE

- 11.1 The Agreement and all matters arising out of or related to the Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to the Agreement shall be initiated in a United States federal or state court located in the State of Illinois, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement.

- 11.2 Tribal Entity Clients. If Client is a Governing Tribal Entity (as defined below), Client hereby irrevocably waives all immunity (whether on the basis of sovereignty or otherwise) from suit, judgment, damages, liabilities, jurisdiction, attachment (both before and after judgment) and execution to which it might otherwise be entitled in any action or proceeding in any court, arbitration, or other forum, arising out of or in connection with the Agreement (and any breach thereof) and agrees that it will not raise or claim or cause to be pleaded any such immunity at or in respect of any such actions or proceeding. Client expressly acknowledges and agrees that Paylocity is not subject to the jurisdiction of Client’s tribal court or any similar tribal forum. For purposes of the Agreement, “**Governing Tribal Entity**” may include, but is not limited to, authorized person, tribal legislative body, tribal council, tribal committee, bureau of Indian affairs, village council, or tribal business committee.

- 11.3 U.S. Government Clients and Authorized Users. As defined in FAR section 2.101, the Services are “commercial items” and, according to DFAR section 252.227-7014(a)(1) and (5), are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

- 11.4 Export. The Services are subject to U.S. and local export control and sanctions laws. Client acknowledges and agrees to the applicability of such laws, and will not receive, use, transfer, export or re-export any Services, or any components thereof, in a way that would cause Paylocity to violate such laws. Without limiting the foregoing, Client or its Affiliate may not use the Services if: (1) it is in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or are on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Commerce Department’s Denied Persons List, Unverified List or Entity List or (2) it intends to make the Services available for use in Cuba, Iran, North Korea, Sudan or Syria (or by a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

SECTION 12: MISCELLANEOUS

- 12.1 Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party, except that consent shall not be required if the Agreement is assigned by Paylocity in connection with a merger, acquisition, change of control, or sale of all or substantially all of the assets to which the Agreement relates. Any purported assignment or delegation in violation of this Section will be null and void.

- 12.2 Force Majeure. Neither Party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder (not including any payment obligations) if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such Party (each, a “**Force Majeure**”), which may include strikes, blockade, war, terrorism, riots, pandemics, epidemics, or natural disasters, insofar as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to reasonably prevent or avoid it.

- 12.3 Publicity. During the Subscription Term and at all times after its termination or expiration, Client must not make any media release or other public announcement relating to or referring to the Agreement without Paylocity’s prior written consent. Client acquires no right to use, without Paylocity’s prior written consent, the terms or existence of the Agreement, the names, trademarks, service marks, or copyrighted materials of Paylocity in any advertising, publicity, press release, presentation, or promotion. Paylocity may identify Client as a Paylocity customer and use Client’s name, trademark, and logo in any and all media, including (without limitation), Paylocity’s advertising material, marketing materials, websites and lists of Paylocity customers.

- 12.4 Limitation of Actions. No action arising under or in connection with the Agreement may be brought by Client more than two (2) years after Client becomes or should reasonably have become aware of the events giving rise to the cause of action.
- 12.5 Notices. Any legal notice required or permitted under the Agreement will be in writing and sent to Client at the address set forth in the Order or to the email address set forth in the Client's account within the Subscription Services and sent to Paylocity at Paylocity Corporation, Attn; Legal Department, 1400 American Ln, Schaumburg, IL 60173 or to legalnotices@paylocity.com. Such notice will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered, postage or delivery pre-paid; or (c) the day of sending by email (if sent on a business day, or else on the next business day), except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier, postage or delivery pre-paid. Notwithstanding the foregoing, Paylocity may also provide notices related to products and Services and changes to the terms of the Agreement electronically via postings on its website, in-product notices, or on its self-service portal or administrative center, as applicable.
- 12.6 Authorization to Review Credit. Client understands that the Agreement may be considered as an application for credit and hereby authorizes Paylocity to review the credit of Client, including reports from credit bureaus, references, bank account ownership and status, bank account transaction history, and other available financial information.
- 12.7 Integration; Order of Precedence. The Agreement sets forth the entire agreement between Client and Paylocity relating to the Services and supersedes all prior and contemporaneous oral and written agreements. Client agrees that its purchase of any Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Paylocity regarding future functionality or features. If there is a conflict between the SA and other agreements or ordering documents referenced herein, the following order of precedence will control: (a) the DPA (solely with respect to the Parties' obligations to protect personal data, subject to the Limitation of Liability and other terms contained herein); (b) the Service Specific Terms (but only with respect to the applicable Service); (c) the SA; and (d) the Order or other Paylocity ordering document (but only with respect to the applicable Service). Client's additional or different terms and conditions will not apply, whether included in a purchase order or otherwise. Paylocity reserves the right to update the terms of the Agreement from time to time (provided that the version and date of such update shall be identified in the document).
- 12.8 Waiver; Enforceability. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived. If any portion of the Agreement is determined to be invalid, illegal, or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.

Binghamton-Johnson City Joint Sewage Treatment Facility

Binghamton Johnson City Joint Sewage Board

Travel and Training Request Form

Travel Advance Form

Name: DOUGLAS JENSEN

Supervisor Requesting: N/A

Purpose for Request: OGS (Procurement) Conference

Dates of Travel/ Training: 10/27 - 10/29/2026

Location: Albany NY

Lodging: Albany Hilton - \$458.34 total

Mode of Travel: Plant Vehicle ☐ Personal Vehicle ☒

Other (Description): _____

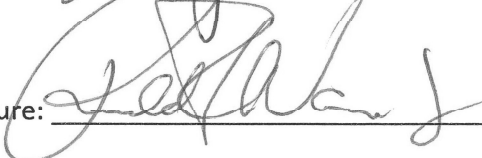
Overtime Requested: Yes ☐ No ☐ If yes, Plant Superintendent Initials: _____

Cost for Training: N/A Estimated Cost for Travel: 200 Total: 200

Total Advance Requested (Note: Must be Board Approved): None

WHEN SUBMISSION FOR REIMBURSEMENT OR RECONCILIATION OF ADVANCE IS MADE, ALL EXPENDITURES MUST BE ACCOUNTED FOR AND ITEMIZED RECEIPTS MUST BE PRESENTED. FOR ITEMS NOT ACCOMPANIED BY RECEIPTS, PLEASE SUBMIT AN EXPLANATION.

Employee Signature:  Date: 9/2/26

Superintendent Signature:  Date: 9/2/26

PO# Assigned: _____ Date: _____



Attend New York State's Procurement Conference for an exclusive opportunity to learn how to do business with the state and connect with state agencies and vendors.

Experience the power of collaboration through interactive sessions and networking opportunities as you explore innovative public procurement practices, emerging trends, and new technologies.

October 28 & 29, 2026
Empire State Plaza Convention Center, Albany, NY

Key Conference Takeaways

- **Better Understand the OGS Centralized Contract Portfolio** - Take a deep dive into OGS Centralized Contracts to learn how they can support and enhance your procurement operations.
- **Meet with Supply Chain Experts** - Connect with experienced OGS professionals to change how you think about supply chains and improve all levels of production, delivery processes, and emergency services.
- **Buy Green** - At GOVBUY, you will get direct access to people and products that can help reduce your organization's carbon footprint. You'll also find resources to build a sustainable practice that has real-world, measurable environmental impacts.
- **Hear Fresh Ideas on Procurement Trends** - Have you heard of reverse auctions? What about new SaaS applications? Our program is packed with new ideas and current industry trends.

AGENDA at a GLANCE

Wednesday, October 28

Registration Open 7:30 a.m. - 5:00 p.m.

Continental Breakfast 8:00 a.m. - 9:00 a.m.

Opening Session 9:00 a.m. - 10:45 a.m.

GOVBUY EXPO Networking 10:45 a.m. - 11:30 a.m.

Breakout Sessions - Block 1 11:30 a.m. - 12:30 p.m.

Networking & Attendee Lunch 12:30 p.m. - 2:00 p.m.

Breakout Sessions - Block 2 2:00 p.m. - 3:00 p.m.

Breakout Sessions - Block 3 3:15 p.m. - 4:15 p.m.

Breakout Sessions - Block 4 4:30 p.m. - 5:30 p.m.

Thursday, October 29

Continental Breakfast 8:00 a.m. - 9:00 a.m.

OGS Top Performer Award Ceremony 9:00 a.m. - 10:30 a.m.

GOVBUY EXPO Networking 10:30 a.m. - 11:30 a.m.

Breakout Sessions - Block 5 11:30 a.m. - 12:30 p.m.

Networking & Attendee Lunch 12:30 p.m. - 2:00 p.m.

Breakout Sessions - Block 6 2:00 p.m. - 3:00 p.m.