

Agenda
August 7, 2023
at School
Town of Arietta

- Call to Order
- Pledge of Allegiance
- Roll Call
- Open Public Hearing
- Motion to approve minutes for the July 17, 2023 meeting
- Resolutions
 - 23-08-40 Snowmobile Grant and Contract**
 - 23-08-42 Multiforce Support Agreement**

- **Snowmobile Trails –Grier**
- **Town Buildings and Grounds - Stobo**
- **Internal Management / Insurance,**
- **Recreation, Website & Chamber- C Wilt**
- **Finance / Airport-C. Rhodes**
- **Lake / Dam / Invasive/campsite -Rudes**
- **Superintendents report– Craig Small**
- **Codes and Zoning – Mel Lascola**
- **Assessor – Bill Hotaling**

- **Old Business**
 - Frontier Lease
 - Veterans- Roll of Honor and Memorial
- **New Business**
 - Motion to accept the bills
 - Motion to accept the financial statements
 - Public Comment
 - Close Public Hearing
 - **Resolution 23-08-41 Local Law #3 Opt-Out Solar Energy**
 - Designation of next Meeting August 21, 2023
 - **Motion to adjourn**

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

August 7, 2023 at 5:00pm

Resolution # 23-08-40

Subject: Snowmobile Grooming Contracts and Apply for Grant Funding

Resolution Offered By: _____

WHEREAS: the Town Board, Town of Arietta has applied in the past for grant funding for the grooming and maintenance of the Arietta Snowmobile Trails with the NY Office of Parks, Recreation and Historic Preservation, and

WHEREAS: the Town Board, Town of Arietta has decided to reapply for the 2023/2024 snowmobile season and continue to contract out four (4) different sections of trail and hire employees to maintain the remaining sections of trail, and

WHEREAS: these annual contracts are a necessary part of the Town’s application requesting grant money from the NYS Office of Parks, Recreation & Historical Preservation for trail clearing, maintenance and grooming, and

THEREFORE, LET IT BE RESOLVED: the Town Board authorizes to issue the contract agreements for the 2023/2024 grooming season to the two snowmobile clubs and the Town of Inlet for four (4) trail sections and give the Town Supervisor permission to sign the necessary documents to apply for grant funding and execute the contracts.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk Date

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8, Piseco in the Town of Arietta, Hamilton County, New York on:

August 7, 2023, at 5:00 pm

Resolution # 23-08-42

Subject: **Multiforce Systems Corporation Customer Software License and Support Services (CSS) Agreement**

Resolution Offered By: _____

WHEREAS: the Town of Arietta has received an Agreement for professional services from Multiforce Systems Corporation as outlined in the attached agreement, and

WHEREAS: the Town in 2022 had to update the software of the fuel system at the Piseco Airport to be in compliance with FuelServe, who outsources to Multiforce the costs, labor, and daily administration of operating the FuelForce® Fuel Management Hardware, and

WHEREAS: for Customers licensing the on-premises version of the Software, Customers who pay for software maintenance will have access to software updates and general enhancements, and

WHEREAS: this Agreement is effective as of the date of the last signature to this Agreement and shall have a duration of one year. The Agreement shall automatically renew for subsequent one-year terms unless either party, at least 30 days prior to the expiry of a term, provides written notice to the other party of its intent not to renew the Agreement, and

THEREFORE, LET IT BE RESOLVED: the Town Board of the Town of Arietta hereby approves the attached Agreement with Multiforce to provide professional services as outlined in the attached Agreement and authorizes the Supervisor to execute all documents to enter into the Agreement.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier ____	Jacquelyn Grier _____
Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes ____	Sarah Rudes _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo ____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt ____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes ____	Christian Rhodes _____

Town Clerk

Date

Multiforce Systems Corporation

Customer Software License and Support Services (CSS) Agreement

A. Services Provided by Multiforce

Covered FuelForce® System:

- ✓ Remote help desk assistance
- ✓ Fuelserve.net™ web-based software as a service (the "Software")
- ✓ FuelForce® hardware components (the "Hardware")

B. Support Services

1. Multiforce Responsibility

The Multiforce Customer Service Department is Responsible for Customer's account to provide on-going support and for assuring that all other support services are being provided to the Customer as specified herein.

2. Remote Help Desk Assistance

Multiforce Help Desk personnel will supply technical support and assistance in the use of Multiforce software or for trouble shooting hardware problems. Assistance may include communicating via remote access terminal from Multiforce to the Customer's host computer or site controller.

The Customer System Manager should report a system related issue or question to Multiforce via email to customersupport@fuelforce.com, which will generate a return email with an incident number. Multiforce will assign the incident to a technical support person to address reported problem within twenty-four (24) hours of receipt of the email request. If the issue is time sensitive (i.e., a technician is at the site working on a controller), the System Manager may also call the Help Desk on the specified toll-free number referencing the incident number.

Software Help Desk support includes correcting programming errors, explaining database relationships, recommending operating procedures, and providing updates to the system. It does not include on-site installation of updates.

The Customer System Manager must be trained on the use of the system. Help Desk Support does not include telephone or on-site training. Training may be purchased from Multiforce as needed at rates shown in Exhibit A.

The business hours of coverage for telephone assistance for software are from 8:00 AM to 8:00 PM Eastern Time, Monday through Friday, exclusive of Multiforce holidays.

a. On-Site Assistance

While most software issues can be resolved by remote access, on Customer request Multiforce will dispatch an authorized service representative (ASR) to a customer site for on-site support at a mutually agreed time. This agreement does not cover the cost of on-site support. The cost of on-site visit will be quoted at time of request.

On-site assistance is limited to isolating, identifying, verifying, and correcting problems associated with Multiforce products. Multiforce representatives will not be responsible for third party products or for Multiforce products, which have been modified by the Customer or installed improperly. The cost to correct Customer or installer caused failures will be borne by the Customer.

3. Clients Utilizing FuelServe.net

For Customers that have purchased FuelServe, an on-line web based “Software as a Service” option, the program outsources to Multiforce the costs, labor, and daily administration of operating your FuelForce® Fuel Management Hardware. Multiforce will synchronize each FuelForce® controller, with the Fuelserve.net database and store the data in a central data warehouse. Each synchronization includes two (2) calls to each site to upload new transactions and download new information and meter readings that have occurred since the previous synchronization. This double poll synchronization occurs four (4) times a day seven days a week including holidays. Your database should be current within six hours at any time.

In addition, the customer may initiate a synchronization at any time from any device with access to the Fuelserve.net website. The synchronization will vary in time depending on the activity on the system and the condition of the communication.

Multiforce will provide each customer with a unique URL. Authorized users will create a login email address and a password that will allow them to view and/or modify data as permitted by the Customer. Data can include vehicle, driver, department, cards, keys, tank level sensor information, and transaction records. They will also have access to the Summary Dashboard information and your account information. The full FuelServe program includes telephone support and the monthly backup of your data.

4. Support with Fleet Cards

For FuelForce® systems that authorize transactions through a network provider (Heartland Payment systems, NBS, Wright Express, Elavon, etc.) Customer will be required to contact their fleet card company to report and gain resolution on card and fueling authorization related issues. After reviewing a specific situation, the fleet card company may contact Multiforce for assistance resolving an issue.

5. FuelForce® Software Updates

For Customers licensing the on-premises version of the Software, Customers who pay for software maintenance will have access to software updates and general enhancements. Update Release information, availability, installation, and documentation will be posted in an on-line knowledge base, which may be accessed by Customer designated System Manager and a Back-up (Users).

Upon payment of the annual support fee and return of the signature page to Multiforce, the designated Users will be notified by email on how to access the FuelForce® knowledge base and the Ticketing System.

The Customer may change designated Users at any time during the term of this agreement by sending an email of the signature page to customersupport@fuelforce.com. Multiforce customer support staff will revise the Customer’s User(s) and email the new support persons a username and password for access to the FuelForce® knowledge base.

A Customer User may download updates by following the instructions in the Knowledge base. Multiforce will provide remote help desk assistance with the installation of a new release at additional

cost. On written request, Multiforce will quote on-site assistance for loading updates, which may be purchased by the Customer at rates listed in Exhibit A.

A Customer designated User may request a software update by sending an email to customersupport@fuelforce.com with a Subject that includes “(Customer Name) Requests Current Software Update”. The User will receive acknowledgement by return email that includes a Customer Support ticket number. The User will be instructed on how to download the latest release. Normally, this is an easy process and will not require further assistance.

However, if remote telephone assistance is required to install a new version of software, the User may request help by replying to the email string and a customer support representative will respond.

Multiforce supports any Microsoft® Operating System and SQL Server versions that are currently under Mainstream or Extended Support. The Customer can learn which Microsoft® products are currently under Mainstream or Extended Support by visiting the Microsoft® Support Lifecycle Website (<http://support.microsoft.com/lifecycle/>).

6. Software Manual Updates

The Customer’s System Manager may download an electronic copy of the appropriate software update documentation as Multiforce makes them available.

C. Hardware

Title to any Hardware provided hereunder shall pass to the Customer upon full payment of any related fees to Multiforce and upon delivery of the ordered Hardware to the Customer site. Hardware is provided without warranty unless Customer purchases optional hardware maintenance in which case the below protections shall apply.

1. FuelForce® Hardware Maintenance (optional)

Multiforce will repair or replace any FuelForce® hardware component covered by this agreement that has failed in service due to normal wear and tear during the term of this agreement. It does not apply to parts showing evidence of damage caused by abuse, misuse, Force Majeure, spilled beverages, poor packaging, dropping or mishandling system, installation of non-Multiforce components, customer or third-party modifications, improper repairs, extreme environmental conditions, electrical failure, or negligence as determined solely by Multiforce.

To qualify for a no charge repair or replacement, the agreement must be paid in full for the term of the agreement and the Customer must contact Multiforce via email to customersupport@fuelforce.com, and be provided by the Multiforce Customer Engineer with a Return Material Authorization (RMA) ticket.

The Customer must reference the RMA number on the failed component and ship it postage paid (unless postage is included as part of the Customer Support Agreement) to: Multiforce Systems Corporation, 101 Wall Street, Princeton, NJ 08540.

The Customer is responsible for packaging the failed component in a manner that protects it from further damage. If on inspection, the component appears to have been damaged in route to Multiforce, the Customer will be charged for any repair or replacement required.

Multiforce will repair or replace the failed component within three (3) working days of receipt in Princeton and will return it to the Customer defined shipping address via UPS Orange (3 day) service at Multiforce cost. The Customer may request an expedited repair and/or delivery for additional cost.

At the Customer's request and based on the availability of a replacement component, Multiforce will ship a replacement against an RMA prior to receipt of the failed component. This will expedite the service and provide packaging to help ensure proper protection of the returned failed component.

NOTE: If Multiforce ships a component against a known RMA, the Customer must return the failed component within 10 working days or be charged for the replacement component.

D. Limitation of Service

1. Non-Qualified Products

The following non-qualified products will not be covered under this agreement:

- Any item not manufactured and assembled by Multiforce
- Any product supplied by Multiforce, which has been modified by the Customer without specific written authorization from Multiforce
- Customer provided network communication hardware and cables.
- Specific Third-Party items integrated with the FuelForce® System such as, but not limited, to cell modems, bar code readers, proximity card readers, magnetic stripe card readers, RFID wireless components, automatic tank gauging equipment, and GPS tracking systems, all of which are covered by their Manufacturer's Warranty.

If the Customer does not allow Multiforce to incorporate engineering changes into products being maintained under this service, said products shall then be considered non-qualified Products and shall be deleted from coverage.

Support services provided for non-qualified products shall be subject to the rates listed in Exhibit A should such service be required for a malfunction caused by non-qualified Product. Multiforce will charge its commercially published rates for such extra service.

2. Non-Supported Software Versions

Multiforce will only support the latest software release and the one that preceded that release. Prior versions are non-supported versions. The cost to upgrade the Customer's application program from a non-supported to a currently supported version will be charged to the Customer at rates in Exhibit A.

It is the customer's responsibility to install any new software release on their network. This Agreement includes telephone and remote computer assistance by Multiforce technical support staff to assist with the installation if our representative is provided access to the Customer's computer via modem. A Multiforce Engineer will assist the customer remotely with the installation of update at the rates to listed in Exhibit A if given access to the customer's system.

3. End of Life (EOL) Components

At some point all computer systems reach the end of their business life. This can happen when the component manufacturer stops selling the component and does not offer a replacement that can be used in the FuelForce® systems. Multiforce usually learns about an EOL component several months to a year before it is no longer available. We make every effort to stockpile enough of these components to meet our support needs for a year or more.

Customers with a hardware maintenance agreement will be given priority for EOL components; but eventually we must provide a new component to replace the obsolete one. When that happens, there may be a cost to upgrade your system.

Often parts become obsolete because a newer component with better performance or new features replaces it. Multiforce takes advantage of these situations whenever possible to provide a better performing system. This new system will be offered to our customers who hold a Hardware Maintenance agreement as a system upgrade at a discount.

The price of the upgrade will vary depending on the cost of the new components and the value of the new features. The new item will be covered for the remainder of the current term of the existing agreement. Any change in support cost will not go into effect until the subsequent contract term.

4. Software Upgrades

To keep our customers current with technology, Multiforce continues to develop new software that improves the functionality of the system and offers improved value to the Customer. Examples of FuelForce® software upgrades are the SQL Database upgrade, the Network Communication upgrade; new Input options like Proximity Cards, and the FFWEB™ web-based software or Fuelserve.net™ Software as a Service upgrade. Unlike Software updates, the choice to upgrade to the new software or service is up to the Customer and may require an upgrade license fee.

E. Prerequisites

1. System Manager

For FuelForce® hosted software, a trained Customer System Manager responsible for maintaining integrity of the system's hardware and software and a trained designated alternate (backup) must be identified as the customer contact for Multiforce. Use of the Multiforce Response Center for telephone assistance and requests for on-site or remote access assistance are limited to the designated System Manager or alternate if the System Manager is unavailable.

The System Manager or backup may request that the Multiforce Help Desk contact a different person such as a district fleet person, IT person or a service contractor to resolve a specific issue. An email request to customersupport@fuelforce.com created by the System Manager or backup referencing the contact including name and phone number along with the description of the problem, will be opened under the System Manager or backup. Replies will include any persons who were copied on the email request.

2. Covers Purchased Software

Customer Support Service can only be purchased for Multiforce Systems for which the right to use the associated software products comprising software licenses and limited rights to use, has also been purchased.

3. Covers All Software Purchased

Customer Support Service if available must be purchased for all the Multiforce software products that compose one computer system. Customer Support Service cannot be purchased for specific software products while omitting others.

4. Current Release

Before Multiforce commences to supply Customer Support Services, all system software products must be at the current or the most recently superseded release or revision level and must not be

modified in any manner by the customer or by a third party without written authorization from Multiforce.

5. Additional Callers

Additional telephone assistance callers can be purchased as desired at rates in Exhibit A. However, to be designated a telephone assistance caller; the name of each authorized caller must be identified and must have been trained in the same manner as the original System Manager. Persons assigned to a specific customer support ticket are not considered additional callers.

F. Responsibilities of the Customer

1. Reasonable Access

Customer shall provide Multiforce with reasonable access to and use of all information and facilities determined necessary by Multiforce to support the products. Reasonable access means access via remote modem using GoToAssist® or similar access tool. The Customer may restrict access by requiring that Multiforce request permission prior to accessing the application. Without this type of remote access, Multiforce will provide on-site support at rates to be quoted.

2. Handling Recovery of Lost Data

Customer is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs to the extent deemed necessary by the Customer, and for reconstructing any lost or altered files, data, or programs.

3. Following Routine Procedures

Customer shall follow routine operator procedures as specified in the Multiforce Operating Manuals for the products.

4. Customer Presence

A representative of the Customer shall be always present at the site service is being performed by Multiforce. Multiforce personnel will not enter or remain at a customer's facility in the absence of Customer's personnel.

5. Proprietary Information

Customer is responsible for the safeguarding of its proprietary and classified information. However, both parties are responsible to safeguard Confidential Information that comes to be known by reason of work under this Agreement. Each party will use the same standard of care, and will bind their employees, agents, or representatives to such standard, to prevent disclosure of such proprietary and classified information as each uses to protect its own confidential information and trade secrets.

G. Software License and Use Limitations

1. License Grant and Right of Use Limitations

Subject to the terms of this Agreement, Multiforce grants to Customer and Customer accepts a revocable, nonexclusive, nonassignable, and nontransferable limited license to use the Software solely in the US or Canada, as applicable, by Customer's personnel in the conduct of Customer's own business or its internal operations. The license granted hereunder is personal to Customer.

Customer acknowledges that Multiforce owns all right, title, and interest in and to the Software, including all intellectual property rights embedded therein, and that the Software is unpublished and constitutes

Multiforce copyrighted material and trade secrets. Customer is granted only a right to use the Software, which right of use is not coupled with an interest and is revocable in the event of Customer's breach of the terms hereof. Multiforce retains all ownership interests in the Software and all intellectual property rights embedded therein. No title to or ownership of the Software is hereby transferred to the Customer.

Customer shall not itself, and shall not permit any other party to, by any means : (a) disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the Software; alter, modify, or prepare derivative works of the Multiforce Software or FuelForce® System; or use any Multiforce intellectual property or trade secrets to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the FuelForce® System; (b) use the FuelForce® System in a service bureau or time sharing environment; (c) alter, remove, or suppress any copyright, trademark, or other proprietary notices or marks or any confidentiality legends embedded or otherwise appearing in or on any Multiforce property; or (d) sell, sublicense, lease, assign, pledge, mortgage, encumber, transform, or otherwise distribute, dispose of, or transfer any Multiforce property, this Agreement, or any of the rights or obligations granted or imposed on Customer hereunder. Any attempt to do so shall be void and this Agreement shall automatically terminate without notice concurrently therewith.

2. Copyright Restrictions

All updates to or derivatives of the Multiforce computer software provided by this service are copyrighted and may not be copied except for archival purposes to replace a defective copy, or for program error verification by Customer. Multiforce copyrighted materials may not be copied into any media (e.g., magnetic tape, paper tape, disc memory cartridges, Read Only Memory etc.) for any other purposes.

The authorization to duplicate copyrighted materials hereunder shall not be construed to grant the Customer or Customer's customer the right to use Multiforce copyrighted material in any manner other than that which is provided in this agreement or otherwise approved in writing by Multiforce.

The Customer agrees to label each copy of the updates to or derivatives of the software with the following copyright notice:

"Copyright Multiforce Systems Corporation, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001,2002-2023 Copy made by permission of Multiforce Systems Corporation."

H. Term, Billing and Termination

1. Term

This Agreement is effective as of the date of the last signature to this Agreement and shall have a duration of one year. The Agreement shall automatically renew for subsequent one year terms unless either party, at least 30 days prior to the expiry of a term, provides written notice to the other party of its intent not to renew the Agreement.

2. Fees

All fees for the licensing of the Software and related support, maintenance and professional services shall be as stated in a written invoice. Customer shall make payment for the services within thirty (30) days of receipt of the invoice. Customer shall not be entitled to any refunds. If Customer fails to make

payments when due, such failure shall be deemed a material breach of this Agreement and the Customer's right and license to use the Software shall be revoked.

Additional support services may be added to this agreement during the coverage period. The cost of these additional services will be prorated over the remaining portion of the coverage period.

3. Early Termination

During the Term, this Agreement may be terminated only as follows:

- a. By either Party for a material breach hereof by the other which remains uncured thirty (30) days after notice of such breach; or
- b. By Multiforce immediately: (i) for any breach of section of F.1 of this Agreement (*License Grant and Right of Use Limitations*); (ii) if Customer fails to make payments when due; (iii) if Customer becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits appointment of a receiver for its business or assets, becomes subject to any proceedings under any domestic or foreign bankruptcy or insolvency law, or is liquidated.

Any cure period exercised hereunder shall not serve to toll, release, or reduce the Parties' respective obligations or liability hereunder.

4. Effects of Termination

Upon termination or expiration of this Agreement for any reason: (i) Customer shall immediately cease all uses of the Software, remove all copies from any equipment on which they have been installed, return them with all other Multiforce property, and provide Multiforce written certification of the foregoing; (ii) the license and all other rights and obligations of the Parties shall immediately terminate except for the provisions hereunder that by their content and context are intended to survive termination or expiration hereof, which provisions shall continue and survive in full force and effect; and (iii) Customer shall immediately pay any amounts invoiced by Multiforce that remain due or outstanding.

I. General Terms and Conditions

1. Affirmative Action in Employment

Multiforce shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. Multiforce will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship as well as all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement.

2. Availability / Usability / Disclaimer of Warranties

Multiforce will use reasonable efforts to work with Customers to maintain equipment and services but cannot guarantee availability of equipment or services and is not responsible for any defects that may exist in its equipment or services or for any losses or consequential damages Customers may incur as

a result of using its equipment or services. Except as expressly set forth in this Agreement, any equipment, software or services provided hereunder are provided "as is" and Multiforce disclaims all warranties, representations or conditions, whether written, oral, express, implied, statutory or based on course of dealing or trade usage or practice, including without limitation, warranties of satisfactory quality, merchantability, non-infringement or fitness for a particular purpose. Customers should not assume that the operation of the products, services, deliverables and equipment will be uninterrupted, secure, or error free, nor should you assume that it is suitable for your particular purpose. Multiforce does not warrant any software or services that it makes available to you, and you use it (or them) at your own risk.

3. Internet

Multiforce assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries or transactions, except to the extent such problems are solely caused by a defect in the Multiforce software or equipment. Multiforce is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, computer equipment, or software. Further Multiforce assumes no liability for any losses related to the above outlined failures.

4. Limitation of Liability

IN NO EVENT WILL MULTIFORCE BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE HARDWARE OR SOFTWARE OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF MULTIFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MULTIFORCE'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT WITH RESPECT TO THE HARDWARE AND SOFTWARE AND DOCUMENTATION OR OTHERWISE SHALL BE EQUAL TO THE ACTUAL FEES PAID BY THE CUSTOMER TO MULTIFORCE OVER THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY IN WHICH CASE THE LOWEST LEGALLY PERMITTED AMOUNT SHALL APPLY.

5. Taxes

Unless stated otherwise, all amounts specified in connection herewith do not include and are net of all sales, use, customs, or value added taxes, duties, excises, or tariffs, or other similar assessments arising under or otherwise incurred in connection with this Agreement, including taxes on processing services, telecommunications, and data, and personal property taxes on hardware, but excluding taxes based on Multiforce's net income ("Taxes"). Taxes shall include currency control restrictions and other related costs or liabilities incurred by or imposed on Multiforce hereunder. Unless stated otherwise, all amounts for Taxes, however designated or levied, shall be Customer's sole responsibility and shall not be subject to withholding, set-off, or reduction for any reason. If Customer is prohibited by law from making payments hereunder free of withholding, set-off, or reduction, Customer shall immediately notify Multiforce and pay Multiforce an additional sum so that the total amount actually received by Multiforce is equal to the amount Multiforce would have received but for such withholding, set-off, or reduction. Customer shall promptly provide Multiforce originals of all documents confirming governmental tax designations (e.g., exemption, self-assessment rights). Customer shall indemnify and

hold harmless Multiforce from and against all claims, actions, judgments, liabilities, expenses, and costs, including penalties and interest, arising from or in connection with Customer's failure to report or pay Taxes or otherwise comply with the requirements of this section.

6. Compliance with Laws

Customer shall comply with all laws, rules, and regulations directly or indirectly applicable to the subject matter of and its performance under this Agreement, including regulations under the US Export Administration Act and the US Foreign Corrupt Trade Practices Act. Customer shall not directly or indirectly export or otherwise remove the Software or any portion thereof from the US. Customer acknowledges and agrees that it shall neither undertake nor cause, nor permit to be undertaken, any activity in connection herewith that either is illegal under or would cause Multiforce to be in violation of any laws in effect in any country. Customer shall indemnify and hold harmless Multiforce for Customer's failure to comply with this section.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, USA, without regard to principles governing conflicts of law. The venue for any dispute hereunder shall be set in the State of New Jersey. Customer expressly consents to and hereby waives any objections to jurisdiction or venue in any proceeding arising hereunder or related hereto.

8. Dispute Resolution

Any dispute arising hereunder not resolved by informal negotiations in thirty (30) days (or any mutually agreed-upon time period) after either Party's request for same shall be referred for mediation to the office of an Alternative Dispute Resolution provider located in the State of New Jersey, USA. If resolution has not been reached within sixty (60) days after commencing mediation, the dispute shall be settled by binding arbitration in New Jersey. One (1) arbitrator shall: (a) have a minimum of ten (10) years' experience in the computer software industry, (b) conduct the arbitration according to the Commercial Rules of the American Arbitration Association and the substantive laws of the State of New Jersey, and (c) have no authority to award punitive damages, but may award reasonable attorneys' fees and expenses. Nothing in this section shall apply to any payment amount not in dispute, which shall be promptly paid, or be construed to bar or otherwise interfere with Multiforce's right to injunctive and/or other equitable relief as may be permitted under applicable law.

EXHIBIT A

Rates for Services as of January 1, 2023

The following rates apply for 2023 for programming, training, and on-site services provided by Multiforce under the Customer Support Services (CSS) Agreement:

Customer Support Fees	(See attached invoice or quote)
System Programming	\$1,800 per day + expenses
System Analysis	\$1,800 per day + expenses
Training (on-site)	\$1,800 per day + expenses
Training (telephone)	\$225 per hour (1 hour minimum)
Additional Customer Callers -	\$60 per caller per month

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 Piseco in the Town of Arietta, Hamilton County, New York on:

August 7, 2023 at 5:00pm

Resolution # 23-08-41

Subject: LOCAL LAW #3 OF 2023 – “A LOCAL LAW PURSUANT TO SECTION 487 OF REAL PROPERTY TAX LAW AUTHORIZING THE TOWN OF ARIETTA TO OPT-OUT OF PROVIDING REAL PROPERTY TAX EXEMPTION FOR SOLAR, WIND, OR WASTE ENERGY SYSTEMS”

Resolution Offered By: _____

WHEREAS: the intent is to opt out and disallow any real property tax exemption for Town taxation purposes contained in New York State Real Property Tax Law Section §487 for qualified solar, wind or waste energy systems, and

WHEREAS: the Town Board of the Town of Arietta hereby removes any exemption provided by New York State Real Property Tax Law Section §487 for qualified solar, wind or waste energy systems for the purposes of Town taxation as per the attached, and

WHEREAS: The Town Board of the Town of Arietta finds and hereby determines that the Local Law to opt-out and disallow any real property tax exemption for Town taxation purposes contained in New York State Real Property Tax Law Section §487 for qualified solar, wind or waste energy systems is in the best interest of the Town, and

THEREFORE, LET IT BE RESOLVED: the Town of Arietta, Town Board, after a Public Hearing held on August 7, 2023, hereby approves and accepts Local Law No.3 of the year 2023 “A LOCAL LAW PURSUANT TO SECTION 487 OF REAL PROPERTY TAX LAW AUTHORIZING THE TOWN OF ARIETTA TO OPT-OUT OF PROVIDING REAL PROPERTY TAX EXEMPTION FOR SOLAR, WIND, OR WASTE ENERGY SYSTEMS”.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

Town of Arietta
LOCAL LAW NO. 3 OF 2023

**A LOCAL LAW PURSUANT TO SECTION 487 OF REAL PROPERTY TAX LAW
AUTHORIZING THE TOWN OF ARIETTA TO OPT-OUT OF PROVIDING REAL
PROPERTY TAX EXEMPTION FOR SOLAR, WIND, OR WASTE ENERGY
SYSTEMS**

BE IT ENACTED by the Town Board, Town of Arietta, as follows:

- Section 1. Title: This Local Law shall be known as "Opt-Out of Real Property Tax Law Section 487 Exemption for Qualified Solar, Wind or Waste Energy Systems Law of 2023".
- Section 2. Declaration of Intent: The intent is to opt-out and disallow any real property tax exemption for Town taxation purposes contained in New York State Real Property Tax Law Section §487 for qualified solar, wind or waste energy systems.
- Section 3. Removal of Exemption: The Town Board hereby removes any exemption provided by New York State Real Property Tax Law Section §487 for qualified solar, wind or waste energy systems for the purposes of Town taxation.
- Section 4. Severability: If any section, subsection, sentence, clause, phrase or other portion of this local law is for any reason declared unconstitutional or invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidation shall not affect the validity of the remaining portions of this law, which remaining portions shall remain in full force and effect.
- Section 5. Filing: In addition to filing with the Secretary of State, this local law shall be filed with the New York State Office of Real Property Tax Services, and an additional copy shall be provided to the President of the New York State Energy Research and Development Authority.
- Section 6. Effective Date: This local law shall take effect upon the date on which a certified copy of this local law is filed in the Office of the Secretary of State pursuant to Section 27 of the Municipal Home Rule Law.