

Business Manager's Report – February 14, 2023

Informational:

- Actuarial Valuation Report
- 2022 Flow Credit Bank

Needing Board Approval:

- 2022 Budget Transfer requests:
 1. Increase J8130.54221 Water by \$3,568.67
Decrease J8130.55000 Contingency \$3,568.67
- Weaver Recovery Consulting Services (Ext. 7)
- Renew Millipore Sigma Maintenance Agreement (\$9,722.96 budgeted on ES8130.54656)
- Renew Hach Maintenance Agreement (\$10,114.19 budgeted on ES8130.54656)
- Permission to Advertise for:
 - Property Valuation RFP/Q

Discussion:

- **Ferric Chloride (38%) Bid Results**

Every practical effort has been made to include all business discussion items at least 24 hours in advance of scheduled Board meetings. But this is a real-time operating Plant and some items may come up that cannot wait a month for permissions or action.

Binghamton-Johnson City Joint Sewage Board

Actuarial Valuation Report (GASB 75)

Prepared for the Year Ending December 31, 2022

(with estimated disclosures for the Year Ending December 31, 2023)

Prepared by:
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Overview of GASB 74 and 75

GASB - Acronym that stands for Governmental Accounting Standards Board. This is the accounting board that sets standards for governmental entities. Following GASB standards allows for the preparation of financial statements that are in conformity with Generally Accepted Accounting Principles (GAAP).

Before Statements 74 and 75, GASB statement 45 established the reporting standards for Other Postemployment Benefit (“OPEB”) plans. It was designed to recognize the Other Postemployment Benefits earned by employees throughout their working career vs. when they are paid in retirement - accrual accounting vs. “pay-as-you-go” accounting. Additionally, each eligible active employee earns benefits each year representing benefits to be paid in retirement or a “Service Cost”. These amounts are reflected in the financial statement each year so that OPEB benefits for an eligible employee shall be fully charged to the financial statement when that eligible employee terminates employment.

In 2012 GASB issued GASB Statements 67 and 68 to update and standardize the financial reporting of pension liabilities. This increased the transparency of pension liabilities by moving them to the balance sheet and made financial statement disclosures of pension liabilities more comparable between municipal entities. GASB Statements 74 and 75 are designed to have the same effect on OPEB plans.

GASB 74 and 75 require retiree medical plans to disclose information about asset and liability levels and show historical contribution information. GASB 74 only applies in situations where a separate trust is established to prefund these benefits. GASB 75 requires employers to perform periodic actuarial valuations to determine annual accounting costs and to keep a running tally of the extent to which these amounts are over or under funded.

GASB 74 and 75 apply to those benefits provided after retirement, except for pension benefits, such as medical, dental and life insurance. The philosophy behind the accounting standard is that these postemployment benefits are part of the compensation earned by employees in return for their services, and the cost of these benefits should be recognized while employees are providing those services, rather than after they have retired. This philosophy has already been applied for years to defined benefit pensions. GASB 74 and 75 extend this practice to all other postemployment benefits.

The process of determining the liability for OPEB benefits is based on many assumptions about future events. The key actuarial assumptions are:

- Turnover and retirement rates: How likely is it that an employee will qualify for postemployment benefits and when will they start?
- Medical inflation and per capita cost assumptions: When an employee starts receiving postemployment benefits many years from now, how much will be paid each year for the benefits and how rapidly will the costs grow?
- Mortality assumption: How long is a retiree likely to receive benefits?
- Discount rate assumption: What is the present value of those future benefit payments in terms of today’s dollars?

Since the liability is being recognized over the employee’s whole career with the Board, the present value is divided into three pieces: the part that is attributed to past years (the “Total OPEB Liability” or “Past Service Liability”), the part that is being earned this year (the “Service Cost”), and the part that will be earned in future years (the “Future Service Liability”).

Actuarial Valuation Opinion

This report presents results of the actuarial valuation of the Binghamton-Johnson City Joint Sewage Board Retiree Health Benefit Program (“the Plan”) as of January 1, 2022. In our opinion, this report is complete and accurate and represents fairly the actuarial position of the Plan for the purposes stated herein.

The Binghamton-Johnson City Joint Sewage Board provided the participant data, financial information and plan descriptions used in this valuation. The actuary has analyzed the data and other information provided for reasonableness but has not independently audited the data or other information provided. The actuary has no reason to believe the data or other information provided is not complete and accurate and knows of no further information that is essential to the preparation of the actuarial valuation.

Actuarial information under Government Accounting Standards Board Statement No. 75 (GASB No. 75) is for purposes of fulfilling employer financial accounting requirements. The results have been prepared on a basis consistent with our understanding of GASB No. 75 and are based upon assumptions prescribed by the Board. Determinations for purposes other than meeting employer financial accounting requirements may be significantly different from the results reported herein.

In our opinion, all costs, liabilities, rates of interest, and other factors underlying these actuarial computations have been determined on the basis of actuarial assumptions and methods that are each reasonable (or consistent with authoritative guidance) for the purposes herein taking into account the experience of the Plan and future expectations.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operations of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the Plan's funded status); and changes in program provisions or applicable law.

Our scope for this actuarial valuation did not include analyzing the potential range of such future measurements, and we did not perform that analysis.

The undersigned individual with actuarial credentials meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

This report was prepared solely for the benefit and internal use of the plan sponsor. This report is not intended for the benefit of any other party and may not be relied upon by any third party for any purpose, and Jefferson Solutions, Inc. accepts no responsibility or liability with respect to any party other than the plan sponsor.

To the best of our knowledge, no employee of the Jefferson Solutions, Inc. is an officer or director of the employer. In addition, we are not aware of any relationship between the Jefferson Solutions, Inc. and the employer that may impair or appear to impair the objectivity of the work detailed in this report.

Jefferson Solutions, Inc.

February 7, 2023



Alexander Kirimov, FCA, EA, MAAA

Specialist Leader and Consulting Actuary



Raymond R. Cerrone

Project Leader

Executive Summary

Governmental Accounting Requirements and Report Purposes

The Governmental Accounting Standards Board released the Statement of Governmental Accounting Standards No. 74 and No. 75 in June 2015. These statements require trusts (GASB No. 74) and employers (GASB No. 75) to accrue the cost of post-employment benefits other than pensions ("OPEB") while eligible employees are providing services to the employer.

The purposes of this actuarial valuation report are to provide the Board with:

- 1) Status of the retiree health benefit program's accrued liabilities (Total OPEB Liability) using the most recent census data and health plan rates;
- 2) Projected cash contributions (pay-as-you-go costs); and
- 3) Projected GASB No. 75 expense for the current fiscal year. GASB No. 75 disclosure information to fulfill the Board's financial reporting requirements is provided in this valuation report.

Funding Policy

Currently, the Board does not pre-fund retiree health benefits and instead provides for benefits on a pay-as-you-go basis.

Use of Estimates

The OPEB Expense and OPEB Liability amounts for both fiscal years are based on the same 3.72% 20-year tax-exempt general obligation municipal bond index rate effective December 31, 2022. For the fiscal year ended December 31, 2023 the 3.72% discount rate is used as an estimate of what the bond index rate will be on December 31, 2023. This may have a material impact on the final OPEB expense and OPEB liability amounts for the fiscal year ended December 31, 2023 to the extent that the actual bond index rate as of December 31, 2023 differs from 3.72%.

The key measures from the actuarial valuation of retiree health benefits with valuation date of January 1, 2022 and measurement dates of December 31, 2022 and December 31, 2023 are:

	January 1, 2022	January 1, 2023 (estimated)
Present Value of Future Benefits	\$ 3,457,756	\$ 3,484,327
Total OPEB liability	\$ 2,209,370	\$ 2,295,779

	Fiscal Year Ending	
	December 31, 2022	December 31, 2023 (estimated)
OPEB Expense	\$ (319,261)	\$ (312,162)
Projected cash and implicit contributions	\$ 100,194	\$ 103,921

OPEB Liability and Participant Information:

	January 1, 2022	January 1, 2023 (estimated)	Head Count
Active	\$ 1,442,771	\$ 1,595,471	36
Retired (Inactive)	766,599	700,308	19
Total OPEB liability	\$ 2,209,370	\$ 2,295,779	55

Continued

JEFFERSON SOLUTIONS, INC.

Executive Summary (Continued)

Significant Changes from the Previous Actuarial Valuation

- Increasing the discount rate from 2.12% to 3.72%.
- Initial trend rates were advanced, the model for trends in subsequent years is based on the Getzen Model as updated through September 2022.
- The payroll growth rate was increased from 2.50% to 3.00%.
- Mortality assumption changed from SOA RP-2014 Total Dataset Mortality with Scale MP-2020 (Base Year 2006) to Pub-2010 General Employees Headcount-Weighted Mortality fully generational using Scale MP-2021, and Pub-2010 General Retirees Headcount-Weighted Mortality fully generational using Scale MP-2021.
- The morbidity assumptions were updated to use the Dale Yamamoto model published by the Society of Actuaries to give a better projection of anticipated costs as adjusted for age.

Key Assumptions:

Census Collection Date	January 1, 2022	Discount Rate	3.72%
Year 1 Inflation Rate(s):		Year 2 Inflation Rate(s)	
- Pre 65	5.67%	- Pre 65	7.50%
- Post 65	7.98%	- Post 65	4.54%
Ultimate Inflation Rate.....	4.54%	Pre 65 Ultimate Inflation Rate is Reached	2090
Pre 65 Ultimate Inflation Rate is Reached	2023		
Actuarial Cost Method		Entry Age Normal (Percent of Salary)	

Discount Rate Comment:

As prescribed by GASB No. 75, the discount rate will be based on the index rate for 20-year tax-exempt general obligation municipal bond index rate with an average rating of AA/Aa or higher as of the measurement date. To comply with this provision, the *Bond Buyer 20-Bond General Obligation Index* will be used. The discount rate of 3.72% is the December 31, 2022, and 3.72% is the assumed December 31, 2023 value of this index.

Cash Costs vs. Implicit Rate Subsidy:

GASB No. 75 requires that employers recognize the expected claims of the retiree population less the expected contributions by those retirees. This is not necessarily the same determination as the expected cash payments of the employer for retiree health benefits. The difference is that many post-employment health plans (including the Board's program) charge the same premium rates for all participants in a non-Medicare plan regardless of their age. This single premium rate is called a blended premium rate because it blends the expected claims of both active and retired participants. Retirees are generally older than the average participant in a non-Medicare plan, which means they are expected to generate higher claims than the average participant of the plan; therefore, they are receiving a subsidy even if they pay 100% of the blended premium rate because they would be paying less in premiums than their claims costs. This subsidy is referred to as the "Implicit Rate Subsidy".

Another way of considering the Implicit Rate Subsidy is to assume the retirees were removed from a blended plan and, instead, separately rated. In this scenario, the premium rate for the remaining active population would be lower; therefore, the retirees' premium rate is being subsidized by the premiums for active employees. Since the employer generally pays a portion of the premiums for the active employees, this subsidy creates a liability for the employer.

By comparison, the cash costs are the actual dollars paid by the employer to cover a portion or all the retirees' premium rates. This is sometimes referred to as the "Explicit Rate Subsidy". This is the benefit that is explicitly stated by the Board that will be paid on behalf of retirees.

GASB 75 reports are required to value both the Implicit Rate Subsidy and the Explicit Rate Subsidy. This report values both the Explicit Subsidy and the Implicit Rate Subsidy.

Overview of OPEB Plan

1. **PLAN TYPES:** The benefits are provided through fully insured plans that are sponsored by Excellus - Blue Cross / Blue Shield. Beginning 01/01/2021 the post 65 benefits will be administered through Aetna.
2. **BENEFITS PROVIDED:** The Employer offers medical insurance and prescription drug coverage to eligible fulltime employees after they retire from employment with the Binghamton - Johnson City Joint Sewage Treatment Plant and are receiving retirement benefits under the New York State Retirement System.
Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Employer's medical insurance plan on the retiree's last date of employment with the Employer.
3. **ELIGIBILITY:** Employee are eligible to retire as follows:
 - Employees Hired Before January 1, 2007 are eligible for benefits at age 55 with ten (10) years of service.
 - Employees on or after January 1, 2007 are eligible for benefits at age 55 with twenty (20) years of service.
4. **BENEFIT COST SHARING:**
 - A. Qualifying Retirees with dates of hire before 2007 who had at least fifteen years of service¹ and retired at age 55 or older shall pay 25% of health insurance program costs during 2022.
 - B. Qualifying Retirees with dates of hire before 2007 who had at least ten years of service and retired at age 55 or older shall pay 50% of health insurance program costs during 2022.
 - C. Qualifying Retirees with dates of hire after 2006 who had at least twenty years of service and retired at age 55 or older 50% of health insurance program costs during 2022.
 - D. Eligible Surviving Spouses of qualifying Retirees, as described above, who maintained Retiree coverage, shall pay 100% of health insurance program costs during 2022 to continue their coverage on an individual basis.

See examples for the calculation of the per capita cost on page 22.
5. **SURVIVING SPOUSE BENEFIT:** In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums (COBRA ONLY). In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA or as ordered by a Court Order (such as a Qualified Domestic Relations Order [QDRO] or a Qualified Medical Child Support Order [QMCSO])
6. **DURATION OF BENEFITS:** Benefits are payable for the lifetime of the retiree. Surviving spouses are permitted to remain in the plan by paying 100% of the premium and could therefore continue benefits for their lifetime.
7. **USE OF SICK LEAVE ACCRUALS:** At the time of retirement, an employee may elect to apply accumulated sick leave credits toward monthly premium payments for retiree medical insurance. The value of the sick leave credits will be set at fifty percent of the employee's rate of pay at the time of retirement. If the employee is paid for a portion of their total accumulated sick leave credits, only the remaining portion will be used "for tile payment of retiree medical insurance premiums.

Based on recent plan experience no employee has elected to apply accumulated sick leave credits at retirement toward monthly premium payments for retiree medical insurance. Therefore, for purposes of this report it has been assumed that all retiring employees will take a cash payout for accumulated sick leave credits. These cash payments are not within the scope of GASB 75.

Continued

¹ For purposes of this report, it has been assumed that any employee hired before January 1, 2007 will work a minimum of 15 years for the board and qualify for the lower contribution rate in retirement.

Overview of OPEB Plan (Continued)

8. ANNUAL GROSS PREMIUMS:

Plan	January 1, 2022		January 1, 2023	
	Single	Two Person	Single	Two Person
Pre 65 Medical	\$6,169.56	\$12,339.00	\$6,519.60	\$13,027.08
Post 65 Medical	\$1,641.84	\$3,283.68	\$1,772.88	\$3,545.76

* These are annual premium costs and do not include administrative fees, (see item 13 on page 23).

Principal Results

This section provides a summary of the actuarial valuation results. All information is provided as of the measurement date except for census data. The valuation results were based on January 1, 2022 census data. All liabilities are net of expected retiree contributions.

	January 1, 2022	January 1, 2023 (estimated)
Present Value of Future Benefits		
Actives	\$ 2,691,157	\$ 2,784,019
Retired	766,599	700,308
Total	<u>\$ 3,457,756</u>	<u>\$ 3,484,327</u>
Total OPEB Liability (Individual Entry Age Normal)		
Active	\$ 1,442,771	\$ 1,595,471
Retired	766,599	700,308
Total	<u>\$ 2,209,370</u>	<u>\$ 2,295,779</u>
Fiscal Year Ending		
	December 31, 2022	December 31, 2023 (estimated)
OPEB Costs:		
Service Cost	\$ 102,466	\$ 106,278
Plan Change	-	-
Interest	84,137	87,424
Deferred (Inflows)/Outflows from Expected & Actual Experience	(587,212)	(587,212)
Deferred (Inflows)/Outflows from Changes in Assumptions	81,348	81,348
Net OPEB Expense	<u>\$ (319,261)</u>	<u>\$ (312,162)</u>
Funded Ratio	NA	NA
Annual Covered Payroll	\$2,375,949	\$2,447,227
Net OPEB Liability (Asset) as % of Covered Payroll	92.99%	93.81%
Discount Rate	3.72%	3.72%

Summary of Assets

The plan Retiree Health Benefit Program is currently funded on a pay-as-you-go basis. Therefore, at all times the net assets available for plan benefits is zero.

Development of Total OPEB Liability

	January 1, 2022	January 1, 2023 (estimated)
Present Value of Future Benefits		
Active Participants	\$ 2,691,157	\$ 2,784,019
Retired Participants	766,599	700,308
Total Present Value of Future Benefits	\$ 3,457,756	\$ 3,484,327
Less Total Present Value of Future Normal Costs	1,248,386	1,188,548
Total OPEB Liability	\$ 2,209,370	\$ 2,295,779

Key Assumptions:

Census Collection Date	January 1, 2022	Discount Rate	3.72%
Year 1 Inflation Rate(s):		Year 2 Inflation Rate(s)	
- Pre 65	5.67%	- Pre 65	7.50%
- Post 65	7.98%	- Post 65	4.54%
Ultimate Inflation Rate	4.54%	Pre 65 Ultimate Inflation Rate is Reached ...	2090
Pre 65 Ultimate Inflation Rate is Reached	2023		
Actuarial Cost Method	Entry Age Normal (Percent of Salary)		

Actuarially Determined Contribution

	Fiscal Year Ending	
	December 31, 2022	December 31, 2023 (estimated)
Service Cost with Interest at 3.72%	\$ 106,278	\$ 110,232
30-year amortization of Net OPEB Liability	123,460	128,289
Actuarially Determined Contribution	\$ 229,738	\$ 238,521
Actual Contribution	(100,194)	(103,921)
Contribution deficiency	\$ 129,544	\$ 134,600
Covered payroll	\$2,375,949	\$2,447,227
Actuarially determined contribution as a % of covered payroll	9.67%	9.75%

Key Assumptions:

Census Collection Date	January 1, 2022	Discount Rate	3.72%
Year 1 Inflation Rate(s):		Year 2 Inflation Rate(s)	
- Pre 65	5.67%	- Pre 65	7.50%
- Post 65	7.98%	- Post 65	4.54%
Ultimate Inflation Rate.....	4.54%	Pre 65 Ultimate Inflation Rate is Reached	2090
Pre 65 Ultimate Inflation Rate is Reached	2023		
Actuarial Cost Method	Entry Age Normal (Percent of Salary)		

Actuarial Gain / Loss

	Fiscal Year Ending December 31, 2022
Total OPEB Liability, December 31, 2021	\$ 4,003,671
Fiduciary Net Position, December 31, 2021	-
Net OPEB Liability, December 31, 2021	\$ 4,003,671
Service Cost	102,466
Plan Change	-
Interest @ 3.72%	84,137
Contributions	(100,194)
Changes in Assumptions	(1,266,957)
Expected Net OPEB Obligation, December 31, 2022	\$ 2,823,123
Gain attributable to experience	(527,344)
Total OPEB Liability, December 31, 2022	\$ 2,295,779
Fiduciary Net Position, December 31, 2022	-
Net OPEB Liability, December 31, 2022	\$ 2,295,779

Key Assumptions:

Census Collection Date	January 1, 2022	Discount Rate	3.72%
Year 1 Inflation Rate(s):		Year 2 Inflation Rate(s)	
- Pre 65	5.67%	- Pre 65	7.50%
- Post 65	7.98%	- Post 65	4.54%
Ultimate Inflation Rate	4.54%	Pre 65 Ultimate Inflation Rate is Reached	2090
Pre 65 Ultimate Inflation Rate is Reached	2023		
Actuarial Cost Method			Entry Age Normal (Percent of Salary)

Schedule of Deferred Outflows and Deferred Inflows of Resources

Differences between expected and actual experience

Measurement Period Ended	Initial Amount	Amortization Period	Annual Recognition	Amortized	Amortized in Fiscal Year Ending							
				Through 12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	There After	
12/31/2017	(\$660,153)	7.90	(\$83,564)	(\$334,256)	(\$83,564)	(\$83,564)	(\$83,564)	(\$83,564)	(\$75,205)	-	-	-
12/31/2020	(\$3,030,577)	6.96	(\$435,428)	(\$870,856)	(\$435,428)	(\$435,428)	(\$435,428)	(\$435,428)	(\$435,428)	(\$418,009)	-	-
12/31/2022	(\$527,344)	7.73	(\$68,220)	-	(\$68,220)	(\$68,220)	(\$68,220)	(\$68,220)	(\$68,220)	(\$68,220)	(\$68,220)	(\$118,024)
Net	(\$4,218,074)		(\$587,212)	(\$1,205,112)	(\$587,212)	(\$587,212)	(\$587,212)	(\$587,212)	(\$578,853)	(\$486,229)	(\$68,220)	(\$118,024)

Changes in assumptions

Measurement Period Ended	Initial Amount	Amortization Period	Annual Recognition	Amortized	Amortized in Fiscal Year Ending							
				Through 12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	There After	
12/31/2017	\$900,703	7.90	\$114,013	\$456,052	\$114,013	\$114,013	\$114,013	\$114,013	\$102,612	-	-	-
12/31/2020	\$913,401	6.96	\$131,236	\$262,472	\$131,236	\$131,236	\$131,236	\$131,236	\$131,236	\$125,985	-	-
12/31/2022	(\$1,266,957)	7.73	(\$163,901)	-	(\$163,901)	(\$163,901)	(\$163,901)	(\$163,901)	(\$163,901)	(\$163,900)	(\$163,900)	(\$283,553)
Net	\$547,147		\$81,348	\$718,524	\$81,348	\$81,348	\$81,348	\$81,348	\$69,947	(\$37,915)	(\$163,900)	(\$283,553)

	Deferred Balances December 31, 2022			Amortization FYE December 31, 2022	Amortization FYE December 31, 2023	Deferred Balances December 31, 2023		
	Deferred Outflows	Deferred (Inflows)	Net			Deferred Outflows	Deferred (Inflows)	Net
	Changes in assumptions	\$850,331	(\$1,103,056)			(\$252,725)	\$81,348	\$81,348
Differences between expected and actual experience	-	(\$2,425,750)	(\$2,425,750)	(\$587,212)	(\$587,212)	-	(\$1,838,538)	(\$1,838,538)
	\$850,331	(\$3,528,806)	(\$2,678,475)	(\$505,864)	(\$505,864)	\$605,082	(\$2,777,693)	(\$2,172,611)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending	Amortization	Fiscal Year Ending	Amortization
12/31/2023	(\$505,864)	12/31/2024	(\$505,864)
12/31/2024	(\$505,864)	12/31/2025	(\$508,906)
12/31/2025	(\$508,906)	12/31/2026	(\$524,144)
12/31/2026	(\$524,144)	12/31/2027	(\$232,120)
12/31/2027	(\$232,120)	12/31/2028	(\$232,120)
There After	(\$401,577)	There After	(\$169,457)
	(\$2,678,475)		(\$2,172,611)

10-Year Projection of Employer Benefit Payments

Presented in this section are the projected employer benefit payments for the next ten years based on the program design effective in the 2022 fiscal year. These projected benefit payments are based on the actuarial methods and assumptions are described in the section(s) Actuarial Methods on page 18 and Assumptions And Methodology beginning on page 19. If actual experience differs from those expected by the actuarial assumptions, the actual benefit payments will vary from those presented below.

Period	Explicit Subsidy	Implicit Subsidy	Total
12/31/2022	\$67,237	\$32,957	\$100,194
12/31/2023	\$69,738	\$34,183	\$103,921
12/31/2024	\$66,420	\$20,371	\$86,791
12/31/2025	\$63,656	\$13,211	\$76,867
12/31/2026	\$66,218	\$12,393	\$78,611
12/31/2027	\$67,053	\$10,619	\$77,672
12/31/2028	\$75,367	\$17,232	\$92,599
12/31/2029	\$89,016	\$22,875	\$111,891
12/31/2030	\$100,350	\$31,881	\$132,231
12/31/2031	\$114,196	\$45,146	\$159,342

Assumption Sensitivity

This section provides information about the sensitivity of the Total OPEB Liability to certain assumptions made in this actuarial valuation. The discount rate and benefit cost trend rate are the most significant assumptions used in this valuation. The table below shows the effect of increasing and decreasing those assumptions by 100 basis points above/below their projected levels in all future years.

Discount Rate Plus 1.00%

Current OPEB Liability, 12/31/2022	\$2,295,779
OPEB Liability - Discount Plus 1.00%	\$2,036,728
Decrease	(\$259,051)
Percent Decrease	(11.28%)

Discount Rate Minus 1.00%

Current OPEB Liability, 12/31/2022	\$2,295,779
OPEB Liability - Discount Minus 1.00%	\$2,604,214
Increase	\$308,435
Percent Increase	13.43%

Trend Plus 1.00%

Current OPEB Liability, 12/31/2022	\$2,295,779
OPEB Liability - Trend Plus 1.00%	\$2,706,060
Increase	\$410,281
Percent Increase	17.87%

Trend Minus 1.00%

Current OPEB Liability, 12/31/2022	\$2,295,779
OPEB Liability - Trend Minus 1.00%	\$1,967,236
Decrease	(\$328,543)
Percent Decrease	(14.31%)

Summary of Demographic Information

This section details the statistics related to the participants in the post-employment benefit plan. The census collection date is January 1, 2022.

The file that was used to prepare the GASB 75 valuation was provided by the Board. Our understanding is that this file represents the population of the Board's active and retired employees as of January 1, 2022, the census collection date.

CENSUS RECONCILIATION COMMENT: The census file contained 56 records. The GASB 75 valuation excluded 1 records because the employee may have been hired after the census collection date (January 1, 2022) or the records represented individuals that are not entitled to benefits.

All Active and Retired Employees:

	Actives	Retirees	Total
Male	31	18	49
Female	5	1	6
Total	36	19	55

Active Employees:

Age	Not Currently Eligible to Retire	Currently Eligible to Retire ²	TOTAL
29 and Under	3	-	3
30 - 34	3	-	3
35 - 39	2	-	2
40 - 44	8	-	8
45 - 49	1	-	1
50 - 54	7	-	7
55 - 59	6	-	6
60 - 64	5	-	5
65 and Over	1	-	1
Total	36	-	36
Average Age	47.7		
Average Service	10.3		

Continued

² These active employees have met the minimum age and service requirements needed to vest in an OPEB benefit upon retirement.

Summary of Demographic Information (Continued)

Current Retirees:

<u>Age</u>	<u>Retirees</u>	<u>Spouses</u>	<u>TOTAL</u>
54 and Under	-	-	-
55 - 59	-	1	1
60 - 64	3	3	6
65 - 69	3	1	4
70 - 74	8	5	13
75 - 79	4	1	5
80 and Over	1	1	2
Total	<u>19</u>	<u>12</u>	<u>31</u>

Average Age for Retired Employees: 71.4

Continued

Summary of Demographic Information (Continued)

Age	Years of Service								TOTAL
	Under 5	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 Plus	
<20	-	-	-	-	-	-	-	-	-
20 to 24	1	-	-	-	-	-	-	-	1
25 to 29	2	-	-	-	-	-	-	-	2
30 to 34	1	2	-	-	-	-	-	-	3
35 to 39	2	-	-	-	-	-	-	-	2
40 to 44	1	2	3	2	-	-	-	-	8
45 to 49	-	-	-	1	-	-	-	-	1
50 to 54	3	1	1	-	2	-	-	-	7
55 to 59	-	-	4	1	1	-	-	-	6
60 to 64	-	2	1	-	-	2	-	-	5
65 Plus	-	-	-	1	-	-	-	-	1
TOTAL	10	7	9	5	3	2	-	-	36

Average Age 47.7

Average Service 10.3

Actuarial Methods

Actuarial Cost Method

The Actuarial Cost Method used to determine the Total OPEB Liability and the Annual Required Contribution is the Entry Age Normal (EAN) method as prescribed by GASB No. 75. This method is in the family of future benefit cost methods, which requires an estimate of the projected benefit payable at retirement to determine costs and liabilities.

The Normal Cost (or Service Cost) is the annual allocation required for each participant from entry date to the assumed retirement date so that the accumulated allocation at retirement is equal to the liability for the projected benefit. The projected benefits are based on estimates of future years of service and projected health benefit costs. The normal cost is developed as a level percent of compensation as prescribed by GASB No. 75.

The Present Value of Future Benefits is equal to the value of the projected benefit payable at retirement discounted back to the participant's current age. Discounts include such items as interest and mortality. The present value of future normal cost allocations is equal to the discounted value of the normal costs allocated from the member's current age to retirement age.

The difference between the Present Value of Future Benefits and the present value of future normal cost allocations represents the Total OPEB Liability at the participant's current age.

The Total OPEB Liability for participants currently receiving payments is calculated as the actuarial present value of future benefits expected to be paid. No normal cost is allocated for these participants.

Financial and Census Data

The Board provided the participant data, financial information and plan descriptions used in this valuation. The actuary has checked the data for reasonableness but has not independently audited the data. The actuary has no reason to believe the data is not complete and accurate and knows of no further information that is essential to the preparation of the actuarial valuation.

Plan Fiduciary Net Position

Market value of assets as of the measurement date is zero because the plan is funded on a pay-as-you-go basis.

Method Changes Since Last Year

None.

Assumptions and Methodology

Economic Assumptions

1. **DISCOUNT RATE:** An interest rate of 3.72% was used to calculate the net OPEB expense for the fiscal year ending December 31, 2022, and for the fiscal year ending December 31, 2023.
2. **PAYROLL GROWTH:** 3.00% per year.
3. **TREND:** Health care costs were modeled in accordance with the Society of Actuaries Getzen Model of Long-Run Medical Cost Trends as updated through September 2022 for 2023 thru 2090 + .

The long-term trend rates were based on the following assumptions:

- Rate of Inflation: 2.70%
- Rate of Growth in Real Income / GDP per capita:..... 0.80%
- Income Multiplier for Health Spending: 1.40%
- Health Share of GDP Resistance Point: 25.00%
- Year after which medical costs are limited to rate of growth in GDP..... 2090

The SOA Long-Run Medical Cost Trend Model and its baseline projection are based on an econometric analysis of historical US medical expenditures and the judgments of experts in the field. The long-run baseline projection and input variables have been developed under the guidance of an SOA Project Oversight Group. The above schedule represents a reasonable medical trend projection for the current plan provisions and demographics of the Retiree Welfare Benefits Plan, and no changes to these baseline assumptions are necessary.

Period	Trend Rate	Period	Trend Rate
2023	7.50%	2069	5.24%
2024	7.00%	2070	5.23%
2025	6.50%	2071	5.22%
2026	6.00%	2072	5.21%
2027	5.93%	2073	5.20%
2028	5.86%	2074	5.19%
2029	5.79%	2075	5.18%
2030	5.73%	2076	5.17%
2031	5.66%	2077	5.16%
2032 to 2055	5.59%	2078	5.15%
2056	5.51%	2079	5.14%
2057	5.46%	2080	5.13%
2058	5.43%	2081	5.07%
2059	5.40%	2082	5.00%
2060	5.38%	2083	4.94%
2061	5.36%	2084	4.88%
2062	5.34%	2085	4.82%
2063	5.32%	2086	4.77%
2064	5.31%	2087	4.71%
2065	5.29%	2088	4.65%
2066	5.28%	2089	4.60%
2067	5.26%	2090 +	4.54%
2068	5.25%		

Continued

Assumptions and Methodology (Continued)

Demographic Assumptions

4. **CENSUS COLLECTION DATE:** The census used in this report represents the eligible population as of January 1, 2022. The valuation date is January 1, 2022 and the measurement dates are December 31, 2022 and December 31, 2023.
5. **RETIREMENT RATES:** The tables used for retirement and termination assumptions are from the New York State and Local Employee's Retirement System's Annual Report to the Comptroller on Actuarial Assumptions dated August 2020. Sample rate are below:

General Tiers 2,3,4			
Age	Service < 20	20 ≤ Srv < 30	30 ≤ Service
55	0.0590	0.0859	0.4709
60	0.0483	0.0734	0.1937
65	0.1667	0.2879	0.2450
70	1.0000	1.0000	1.0000

General Tier 5			
Age	Service < 20	20 ≤ Srv < 30	30 ≤ Service
55	0.0472	0.0687	0.0859
60	0.0386	0.0587	0.0734
65	0.1667	0.2879	0.2450
70	1.0000	1.0000	1.0000

General Tier 6			
Age	Service < 20	20 ≤ Srv < 30	30 ≤ Service
55	0.0472	0.0687	0.0859
60	0.0386	0.0587	0.0734
65	0.1667	0.2879	0.2450
70	1.0000	1.0000	1.0000

6. **WITHDRAWAL RATES:** These rates represent the percentage of employees who will terminate employment at the given age each year, for reasons other than death, or retirement:

Withdrawal rates for employees enrolled in the New York State Employees Retirement System (ERS) are based on the assumptions used in the ERS dated August 2020.

Termination Rates - General						
Age	0 ≤ Service < 2	2 ≤ Service < 3	3 ≤ Service < 4	4 ≤ Service < 5	5 ≤ Service < 10	10 ≤ Service
20	0.2646	0.1211	0.0863	0.0657	0.0553	0.0216
25	0.2040	0.1356	0.1007	0.0748	0.0560	0.0216
30	0.1483	0.1234	0.0979	0.0824	0.0519	0.0215
35	0.1360	0.0946	0.0820	0.0740	0.0505	0.0205
40	0.1311	0.0824	0.0711	0.0590	0.0469	0.0196
45	0.1256	0.0785	0.0638	0.0543	0.0419	0.0190
50	0.1268	0.0775	0.0587	0.0506	0.0374	0.0143
55	0.1305	0.0728	0.0582	0.0517	0.0314	0.0127
60	0.1464	0.0790	0.0689	0.0678	0.0286	0.0129
65	0.1675	0.0936	0.0847	0.0860	0.0396	0.0131
70	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

7. **MORTALITY:** Pub-2010 General Employees Headcount-Weighted Mortality fully generational using Scale MP-2021, and Pub-2010 General Retirees Headcount-Weighted Mortality fully generational using Scale MP-2021.

Continued

Assumptions and Methodology (Continued)

Benefit Assumptions

8. **PARTICIPATION RATE:** It was assumed that 100% of future retirees eligible for coverage will elect coverage under the Bronze 4 plan for Pre 65 and Medicare Advantage (Aetna beginning 01/01/2021) for post 65 benefits.
9. **PERCENT MARRIED:** It was assumed that 80% of future retirees will be married with spouses who will also elect coverage under the Bronze 4 plan for pre 65 benefits and Medicare Advantage at age 65 and beyond. Male spouses assumed to be 3 years older than female spouses. For current retirees, actual census information was used.
10. **PER CAPITA COSTS:** The following rates were used in the development of per capita costs:

Plan	January 1, 2022		January 1, 2023	
	Single	Two Person	Single	Two Person
Pre 65 Medical	\$6,169.56	\$12,339.00	\$6,519.60	\$13,027.08
Post 65 Medical	\$1,641.84	\$3,283.68	\$1,772.88	\$3,545.76

11. **IMPLICIT SUBSIDY:** GASB No. 75 requires that employers recognize the expected claims of the retiree population less the expected contributions by those retirees. This is not necessarily the same determination as the expected cash payments of the employer for retiree health benefits. The difference is that many post-employment health plans (including the Board's program) charge the same premium rates for all participants in a non-Medicare plan regardless of their age. This single premium rate is called a blended premium rate because it blends the expected claims of both active and retired participants. Retirees are generally older than the average participant in a non-Medicare plan, which means they are expected to generate higher claims than the average participant of the plan; therefore, they are receiving a subsidy even if they pay 100% of the blended premium rate because they would be paying less in premiums than their claims costs. This subsidy is referred to as the "Implicit Rate Subsidy".

The following age-based factors were used to adjust for the implicit subsidy and are based on an average age of 48 calculated as of January 1, 2022. These inputs are from the Society of Actuaries' June 2013 research report "Health Care Costs - From Birth to Death" by Dale Yamamoto (<https://www.soa.org/research-reports/2013/research-health-care-birth-death/>)

Age	Annual Increase Factor	Age Adjusted Claim Factor
40	1.88%	0.8326
45	3.05%	0.9138
50	4.31%	1.0619
55	4.05%	1.3114
60	4.28%	1.5993

See example of how this implicit subsidy is applied on page 22.

Other Assumptions

12. **ACTUARIAL VALUE OF ASSETS:** None
13. **ADMINISTRATIVE EXPENSES:** The board has indicated that the annual administration costs for the plan are approximately \$16,100; the report assumes that the cost per employee / retiree is \$295 per year. The report also assumes that the administrative costs will increase at 2.00% per year.

Calculation of Per Capita Costs

This is an example for: a male assumed to be age 55 with a spouse assumed to be age 52 with a contribution rate of 25.00% with 16 or more years of service.

	Retiree		Spouse	
	Pre 65	Post 65	Pre 65	Post 65
1. Medical Premium	\$6,169.56	\$1,641.84	\$12,339.00	\$3,283.68
2. Less Individual Premium	-	-	\$6,169.56	\$1,641.84
3. Adjusted cost for Medical Premium (1 - 2)	\$6,169.56	\$1,641.84	\$6,169.44	\$1,641.84
4. Age adjustment factor	1.31137	1.00000	1.15544	1.00000
5. Age Adjusted Medical (3 * 4)	\$8,090.58	\$1,641.84	\$7,128.42	\$1,641.84
6. Administrative Fee	\$295.00	\$295.00	-	-
7. Gross OPEB (5 + 6)	\$8,385.58	\$1,936.84	\$7,128.42	\$1,641.84
8. Contribution Percentage	25.00%	25.00%	25.00%	25.00%
9. Retiree Contribution (3 * 8)	\$1,542.39	\$410.46	\$1,542.36	\$410.46
Net Cost to Board (7 - 9)	\$6,843.19	\$1,526.38	\$5,586.06	\$1,231.38

Glossary

Brief explanations of terms used in this report:

Annual OPEB Expense

The amount recognized by an employer in each accounting period for contributions to a defined benefit OPEB plan on the modified accrual basis of accounting.

Collective deferred outflows of resources and deferred inflows of resources related to OPEB

Deferred outflows of resources and deferred inflows of resources related to OPEB arising from certain changes in the collective net OPEB liability or collective total OPEB liability.

Covered Payroll

Annual compensation paid (or expected to be paid) to active employees covered by an OPEB plan, in aggregate.

Net OPEB liability (NOL)

The liability in *excess of the Fiduciary Net Position* of employers and nonemployer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is administered through a trust that meets the criteria of the GASB Statements.

Normal Cost or Service Cost

The portion of the Total Present Value of Future Benefits attributed to employee service during the current fiscal year by the actuarial cost method. These terms are used interchangeably. Service cost appears as a component of the annual OPEB costs.

Other Postemployment Benefits (OPEB)

Retiree health care benefits and post-employment benefits provided separately from a pension plan (excluding termination offers and benefits).

Plan Fiduciary Net Position (FNP)

Set equal to the market value of assets as of the measurement date.

Present Value of Future Benefits (PVFB)

The value, as of the valuation date, of the projected benefits payable to all members for their accrued service and their expected future service, discounted to reflect the time value (present value) of money and adjusted for the probabilities of retirement, withdrawal, death and disability.

Total OPEB liability (TOL)

The portion of the actuarial present value of projected benefit payments that is attributed to past periods of member service in conformity with the GASB Statements. The TOL is the liability of employers and nonemployer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is not administered through a trust that meets the criteria of the GASB Statements.

Suggested Footnotes for OPEB

Plan description:

The Board administers the retiree health care benefits program, a single employer defined benefits plan that is used to provide postemployment benefits other than pensions (OPEB) for all permanent full-time employees. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Benefits Provided:

The Board provides postemployment benefits to eligible retirees in the form of health insurance. The obligation of the Board and its employees to contribute to the cost of providing these benefits has been established pursuant to various collective bargaining agreements and Board policy for those individuals not included in one of the bargaining units.

The Board provides continuation of medical and prescription drug coverage for employees hired before January 1, 2007 who retire and are at least age 55 and have 10 plus years of service. Employees hired after January 1, 2007 are eligible if they retire at least age 55 and have 20 plus years of service. All retirees and future retirees hired prior to January 1, 2007 with 10 years of service are required to contribute 50% towards the premium cost, with 15 years of service that drops to 25% for both individual and family coverage. All future retirees hired after January 1, 2007 are required to pay 50% of the individual and family premiums.

The Board provides certain health care benefits for retired employees. Substantially all of the employees may become eligible for these benefits if they reach the normal retirement age and have the required minimum age plus years of service working for the Board. The Board, on an annual basis, accrues the cost that represents the present value of these benefits to be paid over the estimated lives of the retirees. There are no assets accumulated in a trust that meets the criteria in GASB Statement No. 75, paragraph 4.

Employees covered by benefit terms:

As of January 1, 2022, the following employees were covered by the benefit terms:

<i>Inactive employees or beneficiaries currently receiving benefit payments</i>	19
<i>Inactive employees entitled to but not yet receiving benefit payments</i>	-
<i>Active Employees</i>	36
<i>Total Participants covered by OPEB Plan</i>	55

Total OPEB Liability:

The Board's total OPEB liability of \$2,295,779 was measured as of December 31, 2022, and was determined by an actuarial valuation as of January 1, 2022.

Actuarial assumptions and other inputs:

Discount Rate	3.72%
Healthcare Cost Trend Rates:	
2022 Trend (Pre 65 / Post 65)	5.67% / 7.98%
2023 Trend (Pre 65 / Post 65)	7.50% / 4.54%
Ultimate Trend	4.54%
Year Ultimate Trend is Reached (Pre 65 / Post 65)	2090 / 2023

Continued

Suggested Footnotes for OPEB (Continued)

Salary Increases 3.00%

The discount rate was based on the index provided by *Bond Buyer 20-Bond General Obligation Index* based on the 20 year AA municipal bond rate as of December 31, 2022.

Mortality rates: Pub-2010 General Employees Headcount-Weighted Mortality fully generational using Scale MP-2021, and Pub-2010 General Retirees Headcount-Weighted Mortality fully generational using Scale MP-2021.

Significant Changes from the Previous Actuarial Valuation

- Increasing the discount rate from 2.12% to 3.72%.
- Initial trend rates were advanced, the model for trends in subsequent years is based on the Getzen Model as updated through September 2022.
- The payroll growth rate was increased from 2.50% to 3.00%.
- Mortality assumption changed from SOA RP-2014 Total Dataset Mortality with Scale MP-2020 (Base Year 2006) to Pub-2010 General Employees Headcount-Weighted Mortality fully generational using Scale MP-2021, and Pub-2010 General Retirees Headcount-Weighted Mortality fully generational using Scale MP-2021.
- The morbidity assumptions were updated to use the Dale Yamamoto model published by the Society of Actuaries to give a better projection of anticipated costs as adjusted for age.

Changes in the Total OPEB Liability:

	Fiscal Year Ending	
	December 31, 2022	December 31, 2023 (estimated)
OPEB Liability Beginning of Year	\$ 4,003,671	\$ 2,295,779
Changes for the Year		
Service Cost	102,466	106,278
Plan Change	-	-
Interest	84,137	87,424
Assumption Changes	(1,266,957)	-
Difference Between Actual and Expected Experience	(527,344)	-
Benefit payments	(100,194)	(103,921)
OPEB Liability End of Year	<u>\$ 2,295,779</u>	<u>\$ 2,385,560</u>

Continued

JEFFERSON SOLUTIONS, INC.

Suggested Footnotes for OPEB (Continued)

Sensitivity of the total OPEB liability to changes in the discount rate:

The following presents the total OPEB Liability, calculated using the discount rate of 3.72%, as well as what the total OPEB Liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

Total OPEB Liability	Discount Rate		
	1% Decrease	Baseline	1% Increase
December 31, 2022	\$2,604,214	\$2,295,779	\$2,036,728
December 31, 2023 (estimated)	\$2,707,188	\$2,385,560	\$2,114,831

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates:

The following presents the total OPEB Liability, calculated using the trend rate starting at 5.67% / 7.98%, as well as what the total OPEB Liability would be if it were calculated using a trend rate that is one percentage point lower or one percentage point higher than the current rate:

Total OPEB Liability	Healthcare Cost Trend Rates		
	1% Decrease	Baseline	1% Increase
December 31, 2022	\$1,967,236	\$2,295,779	\$2,706,060
December 31, 2023 (estimated)	\$2,022,581	\$2,385,560	\$2,840,805

OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2022, the Board recognized OPEB expense of \$(319,261). The estimated OPEB expense for the year ending December 31, 2023 is \$(312,162).

At December 31, 2022, the Board reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows	Deferred (Inflows)	Net
Changes in assumptions	\$850,331	(\$1,103,056)	(\$252,725)
Differences between expected and actual experience	-	(\$2,425,750)	(\$2,425,750)
	\$850,331	(\$3,528,806)	(\$2,678,475)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending	Amortization
12/31/2023	(\$505,864)
12/31/2024	(\$505,864)
12/31/2025	(\$508,906)
12/31/2026	(\$524,144)
12/31/2027	(\$232,120)
There After	(\$401,577)
	(\$2,678,475)

Schedules of Required Supplementary Information

Schedule of Changes in the Board's Total OPEB Liability and Related Ratios

	Fiscal Year Ending	
	December 31, 2022	December 31, 2023 (estimated)
OPEB Liability Beginning of Year	\$ 4,003,671	\$ 2,295,779
Changes for the Year		
Service Cost	102,466	106,278
Plan Change	-	-
Interest	84,137	87,424
Assumption Changes	(1,266,957)	-
Difference Between Actual and Expected Experience	(527,344)	-
Benefit payments	(100,194)	(103,921)
OPEB Liability End of Year	\$ 2,295,779	\$ 2,385,560
Covered payroll	\$2,375,949	\$2,447,227
Total OPEB liability as a percentage of covered payroll	96.63%	97.48%

Use of Estimates

The OPEB Expense and OPEB Liability amounts for both fiscal years are based on the same 3.72% 20-year tax-exempt general obligation municipal bond index rate effective December 31, 2022. For the fiscal year ended December 31, 2023 the 3.72% discount rate is used as an estimate of what the bond index rate will be on December 31, 2023. This may have a material impact on the final OPEB expense and OPEB liability amounts for the fiscal year ended December 31, 2023 to the extent that the actual bond index rate as of December 31, 2023 differs from 3.72%.

BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT FACILITY
 FLOW CREDIT BANK
 DECEMBER 2022

Municipal User	B001	B002	B003	B004	B005	B006	B007	B009	B0013	BFSPS	BJSTP	JC001	JC002	00TPS	TOTAL
City of Binghamton	0	289,290	270,000	95,000	0	150,000	279,050	90,877	232,652	480,000	107,495				1,994,364
Town of Vestal											113,928			11,258	125,186
Town of Kirkwood									70,040						70,040
Binghamton University											28,309				28,309
Town of Dickinson		10,710							10,710	(17,136)			2,135		6,419
Town of Binghamton							5,950	1,983			3,967				11,900
Village of Port Dickinson									9,520						9,520
Town of Conklin								7,140							7,140
Town of Fenton									1,780						1,780
Town of Union												4,853			4,853
Village of Johnson City												16,147	156,607		172,754
Total	0	300,000	270,000	95,000	0	150,000	285,000	100,000	324,702	462,864	253,699	21,000	158,742	11,258	2,432,265

Represents gallons per day of exchangeable flow credits by basin

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN B0001

CITY OF BINGHAMTON (B0001)

<u>DATE</u>	<u>CREDIT ADDED (gpd)</u>	<u>CREDIT REDUCED (gpd)</u>	<u>CREDIT BALANCE (gpd)</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
01/01/2022			0	Beginning balance for year (B0001)	
12/31/2022			0	Ending balance for year (B0001)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN B0002

CITY OF BINGHAMTON (B0002)

<u>TRANSACTION DATE</u>	<u>CREDIT ADDED (gpd)</u>	<u>CREDIT REDUCED (gpd)</u>	<u>CREDIT BALANCE (gpd)</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
01/01/2022			289,290	Beginning balance for year (B0002)	
12/31/2022			289,290	Ending balance for year (B0002)	

TOWN OF DICKINSON (B0002)

<u>TRANSACTION DATE</u>	<u>CREDIT ADDED (gpd)</u>	<u>CREDIT REDUCED (gpd)</u>	<u>CREDIT BALANCE (gpd)</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
01/01/2021			10,710	Beginning balance for year (B0002)	
12/31/2021			10,710	Ending balance for year (B0002)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN B0003

CITY OF BINGHAMTON (B0003)

<u>TRANSACTION</u>	<u>CREDIT</u>	<u>CREDIT</u>	<u>CREDIT</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
<u>DATE</u>	<u>(gpd)</u>	<u>(gpd)</u>	<u>(gpd)</u>		
01/01/2022			270,000	Beginning balance for year (B0003)	
12/31/2022			270,000	Ending balance for year (B0003)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN B0004

CITY OF BINGHAMTON (B0004)

<u>DATE</u>	<u>CREDIT ADDED (gpd)</u>	<u>CREDIT REDUCED (gpd)</u>	<u>CREDIT BALANCE (gpd)</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
01/01/2022			95,000	Beginning balance for year (B0004)	
12/31/2022			95,000	Ending balance for year (B0004)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN B0005

CITY OF BINGHAMTON (B0005)

<u>DATE</u>	<u>CREDIT ADDED (gpd)</u>	<u>CREDIT REDUCED (gpd)</u>	<u>CREDIT BALANCE (gpd)</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
01/01/2022			0	Beginning balance for year (B0005)	
12/31/2022			0	Ending balance for year (B0005)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN B0006

CITY OF BINGHAMTON (B0006)

<u>TRANSACTION</u>	<u>CREDIT</u>	<u>CREDIT</u>	<u>CREDIT</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
<u>DATE</u>	<u>ADDED</u>	<u>REDUCED</u>	<u>BALANCE</u>		
	<u>(gpd)</u>	<u>(gpd)</u>	<u>(gpd)</u>		
01/01/2022			150,000	Beginning balance for year (B0006)	
12/31/2022			150,000	Ending balance for year (B0006)	

TOWN OF BINGHAMTON (B0006)

<u>TRANSACTION</u>	<u>CREDIT</u>	<u>CREDIT</u>	<u>CREDIT</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
<u>DATE</u>	<u>ADDED</u>	<u>REDUCED</u>	<u>BALANCE</u>		
	<u>(gpd)</u>	<u>(gpd)</u>	<u>(gpd)</u>		
01/01/2022			0	Beginning balance for year (B0006)	
12/31/2022			0	Ending balance for year (B0006)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN B0007

CITY OF BINGHAMTON (B0007)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			279,050	Beginning balance for year (B0007)	
12/31/2022			279,050	Ending balance for year (B0007)	

TOWN OF BINGHAMTON (B0007)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			5,950	Beginning balance for year (B0007)	
12/31/2022			5,950	Ending balance for year (B0007)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN B0009

CITY OF BINGHAMTON (B0009)

<u>DATE</u>	<u>CREDIT ADDED (gpd)</u>	<u>CREDIT REDUCED (gpd)</u>	<u>CREDIT BALANCE (gpd)</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
01/01/2022			90,877	Beginning balance for year (B0009)	
12/31/2022			90,877	Ending balance for year (B0009)	

TOWN OF BINGHAMTON (B0009)

<u>DATE</u>	<u>CREDIT ADDED (gpd)</u>	<u>CREDIT REDUCED (gpd)</u>	<u>CREDIT BALANCE (gpd)</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
01/01/2022			1,983	Beginning balance for year (B0009)	
12/31/2022			1,983	Ending balance for year (B0009)	

TOWN OF CONKLIN (B0009)

<u>DATE</u>	<u>CREDIT ADDED (gpd)</u>	<u>CREDIT REDUCED (gpd)</u>	<u>CREDIT BALANCE (gpd)</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
01/01/2022			7,140	Beginning balance for year (B0009)	
12/31/2022			7,140	Ending balance for year (B0009)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN B0013

CITY OF BINGHAMTON (B0013)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			232,652	Beginning balance for year (B0013)	
12/31/2022			232,652	Ending balance for year (B0013)	

TOWN OF KIRKWOOD (B0013)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			70,040	Beginning balance for year (B0013)	
12/31/2022			70,040	Ending balance for year (B0013)	

TOWN OF DICKINSON (B0013)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			10,710	Beginning balance for year (B0013)	
12/31/2022			10,710	Ending balance for year (B0013)	

VILLAGE OF PORT DICKINSON (B0013)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			9,520	Beginning balance for year (B0013)	
12/31/2022			9,520	Ending balance for year (B0013)	

TOWN OF FENTON (B0013)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			1,780	Beginning balance for year (B0013)	
12/31/2022			1,780	Ending balance for year (B0013)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN BFSPS

CITY OF BINGHAMTON (BFSPS)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			480,000	Beginning balance for year (BFSPS)	
12/31/2022			480,000	Ending balance for year (BFSPS)	

TOWN OF DICKINSON (BFSPS)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			(17,136)	Beginning balance for year (BFSPS)	
12/31/2022			(17,136)	Ending balance for year (BFSPS)	(Keystone/BCC Housing Dev Co.)

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN BJSTP

CITY OF BINGHAMTON (BJSTP)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			107,495	Beginning balance for year (BJSTP)	
12/31/2022			107,495	Ending balance for year (BJSTP)	

TOWN OF VESTAL (BJSTP)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			113,928	Beginning balance for year (BJSTP)	
12/31/2022			113,928	Ending balance for year (BJSTP)	

BINGHAMTON UNIVERSITY (BJSTP)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			28,309	Beginning balance for year (BJSTP)	
12/31/2022			28,309	Ending balance for year (BJSTP)	

TOWN OF BINGHAMTON (BJSTP)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			3,967	Beginning balance for year (BJSTP)	
12/31/2022			3,967	Ending balance for year (BJSTP)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN JC001

VILLAGE OF JOHNSON CITY (JC001)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			16,147	Beginning balance for year (JC001)	
12/31/2022			16,147	Ending balance for year (JC001)	

TOWN OF DICKINSON (JC001)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			-	Beginning balance for year (JC001)	
12/31/2022			-	Ending balance for year (JC001)	

TOWN OF UNION (JC001)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			4,853	Beginning balance for year	
12/31/2022			4,853	Ending balance for year (JC001)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN JC002

VILLAGE OF JOHNSON CITY (JC002)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			156,607	Beginning balance for year (JC002)	
12/31/2022			156,607	Ending balance for year (JC002)	

TOWN OF VESTAL (JC002)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			0	Beginning balance for year (JC002)	
12/31/2022			0	Ending balance for year (JC002)	

TOWN OF DICKINSON (JC002)

TRANSACTION DATE	CREDIT ADDED (gpd)	CREDIT REDUCED (gpd)	CREDIT BALANCE (gpd)	TRANSACTION DESCRIPTION	REFERENCE
01/01/2022			2,135	Beginning balance for year (JC002)	
12/31/2022			2,135	Ending balance for year (JC002)	

Binghamton-Johnson City Joint Sewage Board

I/I OFFSET FLOW CREDIT BANK

2022 LEDGER FOR I/I REMEDIATION BASIN 00TPS

TOWN OF VESTAL (00TPS)

<u>TRANSACTION DATE</u>	<u>CREDIT ADDED (gpd)</u>	<u>CREDIT REDUCED (gpd)</u>	<u>CREDIT BALANCE (gpd)</u>	<u>TRANSACTION DESCRIPTION</u>	<u>REFERENCE</u>
01/01/2022			11,258	Beginning balance for year (00TPS)	
12/31/2022			11,258	Ending balance for year (00TPS)	



Legislative Branch

RL Number:

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: _____

Title/Department: _____

Contact Information: _____

RL Information

Proposed Title: _____

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance Planning MPA PW/Parks Employees Rules/Special Studies

**REQUEST FOR LEGISLATION
TO THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF JOHNSON CITY**

Requested by: Binghamton-Johnson City Joint Sewage Board
Title & Department, if applicable: POC: Billie J. Goodson, Business Manager
Address: 4480 Vestal Road
Vestal, NY 13850
Telephone: 729-2975

SUGGESTED TITLE: Modification of BJCJSB 2022 Budget for Water

PURPOSE OF LEGISLATION: To provide for expenses in excess of budgeted appropriations.

SUGGESTED CONTENT: The Binghamton-Johnson City Joint Sewage Board requests that the Owners pass legislation to amend the 2022 Budget to increase the appropriations on the Water line (J8130.54221) by \$3,568.67 with a corresponding reduction in Contingency (J8130.55000)

February 14, 2023

Weaver Recovery Consulting, LLC
32 Pumphouse Road
Mexico, NY 13114

Attn: Howard Weaver:

Re: Extension of Agreement - Flood Recovery and Mitigation Project Consulting

Dear Mr. Weaver:

At a meeting of the Binghamton-Johnson City Joint Sewage Board (“the Board”) on February 14, 2023, the Board authorized me to forward to your Company this letter agreement. The Board agrees to extend its agreement with your Company, for professional and technical services for flood mitigation project consulting. The initial agreement was executed on January 12, 2021, by you, on behalf of Weaver Recovery Consulting, LLC, and by then-Chairman Chris Papastrat, on behalf of the Board. That agreement (“the January 2021 Agreement”) expired June 30, 2022. With this agreement, the January 2021 Agreement is extended for a term commencing July 1, 2022, and expiring April 30, 2023 upon the same terms and conditions set forth in the January 2021 Agreement, except: 1) your Company shall be entitled to a fee for the services of a Principal/Director only, at a rate of \$100.00 per hour; the services of personnel in other titles is not permitted without the prior written approval of the Board; 2) the total of all fees payable to your Company for services during the extension period shall not exceed \$10,000; and 3) the Company shall be entitled to Reimbursable Expenses not to exceed \$1,010.00 for required insurance during the extension period.

All terms and conditions of the January 2021 Agreement are incorporated into this extension agreement, except as modified herein.

If your Company is in agreement with the terms hereof, please execute this letter agreement in the spaces provided below, and then return the original to the Board. A copy of this letter agreement is enclosed for your records.

Sincerely,

GEORGE KOLBA, JR.
Chairman

ACCEPTED:

WEAVER RECOVERY CONSULTING, LLC

By: _____
Howard Weaver, Sole Member

Date: _____


Our Ref SC-114934-3.2
January 5, 2023
Expiration Date: January 31, 2023

Binghamton-Johnson City Joint Sewage Treatment Facilities
Ms. Kristen Tocheny
4480 Vestal Rd
Binghamton, NY 13850
United States
+16077292975

Ms. Tocheny,

Thank you for choosing our **Milli-Q®** Service Plan. At MilliporeSigma we know that in today's demanding laboratory environment, one of the most valuable assets you have is your time. We are committed to helping you focus on your work.

All our Milli-Q® Service Plans will give you access to the following:

-  **Connection to Milli-Q™** – You have the benefit of using MyMilli-Q™, a digital service that streamlines the care of your Milli-Q® Water Purification Systems and helps you manage your Milli-Q® service plans. From the web portal, you can track your service history, schedule maintenance visits, manage consumable deliveries and renew your contracts. To enable the activation, you simply need to provide the email address of the main user of MyMilli-Q™ in the dedicated section below.
- **Technical Support Hotline** – In-house support experts are available to diagnose, investigate, solve customer issues and schedule repair visits if/when required. You can reach Technical Service at (888) 645-5478. Please have your serial number ready.
- **Genuine MilliporeSigma Parts** – Only genuine MilliporeSigma parts produced in an ISO® 9001 manufacturing site are used to service your water purification system.
- **Expert Maintenance Support** – Only factory-trained field service engineers repair and maintain water purification systems in compliance with MilliporeSigma's worldwide service operating procedures.

Our service experts identified the following plan as the best product matching your specific service needs:

Advanced Coverage:

- A one-time floating repair visit to assist you with any unexpected issues with the system. Labor and travel are covered at no cost to you during normal business hours (Monday - Friday, 8am - 5pm). However, there will be an additional charge for spare parts.

Preventive Maintenance Visit:

- An annual preventive maintenance visit, including Mechanical, Hydraulic and Electrical checks of your system.
- Comprehensive checkup of system specifications and operational functions.
- Preventive replacement of worn parts using a system-specific maintenance kit.
- Auditable service operating procedures.
- Software and Firmware updates.

You may submit your purchase order directly to me via fax, email or direct mail. We also accept credit card orders if you cannot submit a purchase order.

****In order to receive same month service, your order needs to be submitted to us by the 1st day of the month in which service is needed. To accelerate the PO process, please be sure to fill out the Order Form that is attached to this quotation. Should you require an expedited shipment, a surcharge will be applied for the additional shipping charges.**

My contact information is listed below in the closing of this letter. Upon receipt of your purchase order, we will implement your plan immediately to ensure uninterrupted service and coverage.

Should you have any questions or need additional information, please do not hesitate to contact me. Again, we thank you for your continued business.

Sincerely,



Katie Graham
Maintenance Contracts Sales Representative
Life Science | Science & Lab Solutions
katie.graham@milliporesigma.com



Our Ref SC-114934-3.2

January 5, 2023

Expiration Date: January 31, 2023

Binghamton-Johnson City Joint Sewage Treatment Facilities
 Ms. Kristen Tocheny
 4480 Vestal Rd
 Binghamton, NY 13850
 United States
 +16077292975

Service Agreement Quotation

Milli-Q® Integral 10 - ZRXQ010T0 F3HA33562A - Year 1

Catalogue Number	Description	Estimated availability if ordered today	Qty	Unit List Price (USD/\$)	Unit Net Price (USD/\$)	Total Net Price (USD/\$)
1 ZWMQ2INUE0	MQ INTEGRAL 10,15 PREVENTIVE MAINTENANCE	Visit 3/2023	1	1,140.00	1140.00	1140.00
2 ZF3000423	MAINTENANCE KIT INT	Ship 2/2023	1	407.00	301.18	301.18
3 ZWAAZONE2	TRAVEL ZONE 2	Visit 3/2023	1	613.00	367.80	367.80
4 TANKMPK01	PE TANK MILLIPAK FILTER	Ship 2/2023	2	262.00	193.88	387.76
5 QTUM0TEX1	QUANTUM TEX CARTRIDGE (1/PK)	Ship 2/2023	2	571.00	422.54	845.08
6 MPGP04001	Millipak® Express 40 Filter (1/box)	Ship 2/2023	2	258.00	190.92	381.84
7 ZFA10UVM1	A10 UV LAMP	Ship 2/2023	1	919.00	680.06	680.06
8 PR0G0T0S2	PROGARD TS2	Ship 2/2023	2	617.00	456.58	913.16
9 ZFREIGHT	Freight charges	Ship 2/2023	1	57.00	57.00	57.00
Total(USD/\$)						5,073.88

Milli-Q® Integral 10 - ZRXQ010T0 F8SA69079D - Year 1

Catalogue Number	Description	Estimated availability if ordered today	Qty	Unit List Price (USD/\$)	Unit Net Price (USD/\$)	Total Net Price (USD/\$)
10 ZWMQ2INUE0	MQ INTEGRAL 10,15 PREVENTIVE MAINTENANCE	Visit 3/2023	1	1,140.00	1140.00	1140.00
11 ZF3000423	MAINTENANCE KIT INT	Ship 2/2023	1	407.00	301.18	301.18
12 QTUM0TEX1	QUANTUM TEX CARTRIDGE (1/PK)	Ship 2/2023	2	571.00	422.54	845.08
13 TANKMPK01	PE TANK MILLIPAK FILTER	Ship 2/2023	2	262.00	193.88	387.76
14 PR0G0T0S2	PROGARD TS2	Ship 2/2023	2	617.00	456.58	913.16
15 MPGP04001	Millipak® Express 40 Filter (1/box)	Ship 2/2023	2	258.00	190.92	381.84
16 ZFA10UVM1	A10 UV LAMP	Ship 2/2023	1	919.00	680.06	680.06
Total(USD/\$)						4,649.08
Milli-Q® Integral 10 - Sub Total(USD/\$)						9,722.96

Grand Total(USD/\$) 9,722.96

OPTIONS

Catalogue Number	Description	Estimated availability if ordered today	Qty	Unit List Price(USD/\$)	Unit Net Price(USD/\$)	Total Net Price(USD/\$)
1 ZWMQ2INUA0	MQ INTEGRAL 10,15 ADVANCED™ COVERAGE	Eff 2/1/2023 - 1/31/2024	1	1,260.00	1260.00	1260.00
2 ZWMQ2INUA0	MQ INTEGRAL 10,15 ADVANCED™ COVERAGE	Eff 2/1/2023 - 1/31/2024	1	1,260.00	1260.00	1260.00
Total(USD/\$)						<u>2,520.00</u>



Binghamton-Johnson City Joint Sewage Treatment Facilities
 Ms. Kristen Tocheny
 4480 Vestal Rd
 Binghamton, NY 13850
 United States
 +16077292975

Our Ref SC-114934-3.2
 January 5, 2023
 Expiration Date: January 31, 2023

Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event MilliporeSigma is required to prepay any such tax, Buyer will reimburse MilliporeSigma. Payment terms shall be net 30 days after shipment by MilliporeSigma. MilliporeSigma reserves the right to charge a late fee to invoices outstanding beyond 30 days after shipment. In addition, MilliporeSigma reserves the right to require C.O.D. payment terms from any Buyer whose account is overdue for a period of more than 60 days or who has an unsatisfactory credit or payment record. MilliporeSigma may also refuse to sell to any person until overdue accounts are paid in full. Buyer is responsible for all collection costs on past due accounts.

You may email or fax the completed form to NAOperations@Milliporesigma.com or 978-715-1561

MyMilli-Q™ Activation:

To enable the activation of MyMilli-Q™, please provide the name (first and last), email, and phone number of the person who will be the main user of MyMilli-Q™. Upon activation, this person will receive an email to activate MyMilli-Q™.

Contact Name: _____

E-mail: _____

Phone Number: _____

Please note that access to MyMilli-Q™ will require acceptance of additional Terms and Conditions that will be shown during the account creation process.

Check this box if you do NOT want to benefit from MyMilli-Q™.

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability

1.1 These terms and conditions of sale (these "Terms"), any Sales Documents accompanying or referencing these Terms, and Supplemental Terms, if any, comprise the entire agreement (the "Agreement") between EMD Millipore Corporation or an affiliate thereof ("Seller") and the purchaser ("Purchaser") with respect to the purchase and sale of products ("Products") and services ("Services") indicated on such Documents. "Sales Documents" means any document, print or digital, provided by Seller in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowledging or accepting an order ("Order Confirmation") and shipping documents. If the parties have signed a contract applicable to the sale of certain Products and/or Services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms.

1.2 These Terms prevail over any Purchaser's terms regardless of when such terms are provided. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and does not serve to modify or amend these Terms.

1.3 Certain Products and Services may be subject to additional terms ("Supplemental Terms") not contained herein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's websites or provided by Seller upon request.

1.4 The Agreement between Seller and Purchaser is created when Seller confirms, acknowledges or begins to fulfill Purchaser's order. Purchaser shall not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

2. Delivery and Performance

2.1 Delivery dates provided by Seller are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss or damage in transit.

2.2 Unless otherwise agreed in writing, Products are shipped using Seller's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth on an Order Confirmation, (i) delivery of Products shall be made CPT Purchaser's Ship-To Address (INCOTERMS® 2020), (ii) freight costs shall be prepaid by Seller and added to its invoice to Purchaser, and (iii) title to Products (excluding any Software) shall pass to Purchaser upon their arrival at the destination.

2.3 Seller may, in its sole discretion, make partial shipments of Products and invoice immediately therefor. Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's order.

2.4 With respect to any Products, Seller reserves the right to (a) vitiate the purchase of entire lots, drugs (b) allocate supply, to the extent such allocation is deemed necessary by Seller, among any or all customers (including Seller's affiliates and distributors) at its sole discretion, without liability for any failure of performance which may result therefrom.

2.5 Seller shall determine the location of Services. If Services are provided at Seller's site or a third-party site authorized by Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, if applicable. If Services are provided at Purchaser's or another site under Purchaser's control, Purchaser shall (a) cooperate with Seller in all matters relating to the provision of Services and provide access to premises and facilities as may reasonably be necessary or requested, including a safe work environment; (b) promptly provide any requested materials, direction, information, approvals, authorizations, or decisions ("Information"); and (c) ensure that such Information is materially complete and accurate.

3. Use of Products

3.1 Purchaser shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, limited use information and labeling ("Use Documents"), and (b) properly test, use, manufacture and market Products and/or materials produced with Products.

3.2 Purchaser acknowledges that Products are not tested for safety and efficacy in food, drug, medical device, cosmetic or commercial use unless otherwise explicitly stated in the Use Documents. Purchaser is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

3.3 If the applicable Use Documents, including but not limited to the limited use label information, indicate that the Products are offered and sold for research purposes only, Purchaser has no express or implied authorization from Seller to use such Products for any other purpose, including without limitation, in vitro, diagnostic purposes, in vivo, foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Purchaser shall not market, distribute, resell or export Products for any purpose, unless otherwise agreed by Seller in writing.

4. Inspection and Rejection of Nonconforming Products

4.1 Purchaser shall inspect Products no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the Products if Seller provides written notification of any Nonconforming Products during the Inspection Period, furnishing evidence or other documentation if requested. "Nonconforming Products" means only those delivered Products, or quantity thereof, which are different than identified in the Order Confirmation.

4.2 If notified in accordance with Section 4.1, Seller shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products, or (b) credit the price for such Nonconforming Products or, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products.

4.3 Any returns, if authorized, shall be handled in accordance with Section 8 below.

5. Price and Payment

5.1 Purchaser shall purchase Products and Services from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices on a published price list valid as of date of the applicable Order Confirmation. If there is a price increase, the Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees, in addition to all other remedies available under these Terms or at law. Seller may, without notice to Purchaser, delay or postpone delivery of Products and/or performance of Services and may, at its option, change the terms of payment with respect to any undelivered Products and/or unperformed Services.

5.2 All prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges; provided, however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

5.3 Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise instructed.

5.4 Purchaser shall pay interest on all late payments at the lesser of (a) the rate of eight percent (8%) per annum above the base interest rate of the European Central Bank or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees, in addition to all other remedies available under these Terms or at law. Seller may, without notice to Purchaser, delay or postpone delivery of Products and/or performance of Services and may, at its option, change the terms of payment with respect to any undelivered Products and/or unperformed Services.

5.5 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller.

6. Software and Use Documents License Terms

6.1 If any software or Use Documents are provided or licensed by Seller to Purchaser, including software provided together or in connection with any Products or Services ("Software"), the terms provided with such Software or Use Documents shall apply. If there are no terms provided therewith, these Terms, including this Section 6, shall apply.

6.2 Seller grants Purchaser the right and license to use the copy of the Software and the Use Documents as provided by Seller. The license rights granted herein may not be transferred to another party unless such party agrees in writing to comply with the terms of the Software and the Use Documents or in connection with any Products or Services shall not be transferred separately from such Products or Services.

6.3 The Software, Use Documents and related intellectual property rights including, without limitation, copyrights are owned by Seller, an affiliate, and/or certain suppliers of Seller or its affiliates, and title to the Software, Use Documents or respective intellectual property rights shall not pass to Purchaser or any other third party. Purchaser understands that its use of any third-party software is subject to, and it will comply with, the terms of any applicable third-party license agreements or notices and to the rights of any other third-party owners or providers of software or firmware included in the Software.

6.4 Purchaser shall (a) only use the Software and Use Documents with Products or Services with or for which it is provided or for a purpose within the scope of the application for which it is provided, (b) not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Software or the combination of the Software with any other software, or (c) not move the Software to any country in violation of United States Foreign Asset Control Regulations or other applicable import or export control regulations.

6.5 Any replacements, fixes or upgrades of the Software shall be provided subject to the same restrictions and other provisions contained herein, unless such replacement, fix or upgrade is provided with a separate license agreement. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as specified by Seller.

7. Limited Warranties

7.1 Seller warrants to Purchaser that Products will conform to Seller's published specifications for (a) one (1) year from the date of shipment of Products or (b) the remaining shelf life or the period prior to the expiration date of Product, whichever is shorter.

7.2 Seller warrants that Services shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Seller shall devote adequate resources to meet its obligations under the Agreement. Any claim that Seller has breached the obligation herein must be made within the ninety (90) day period after the performance of the applicable Services.

7.3 Seller warrants that the Software, including any upgrades thereto, will materially conform to published specifications for one (1) year from date of delivery.

7.4 Except for the warranties set forth above, Seller makes no warranty whatsoever with respect to Products (including any uses thereof), Services, the Software or any technical assistance or information that it provides, including (a) warranty of merchantability, (b) warranty of fitness for a particular purpose, or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by Seller regarding use, selection, application or suitability of Products shall not be construed as an express or implied warranty.

7.5 The limited warranties set forth above do not apply unless: (a) Purchaser gives written notice of the defect(s) to Seller immediately upon discovery; (b) if applicable, Seller is given reasonable opportunity to examine the relevant Products, Services or Software; and (c) the defect(s) are caused by Seller.

7.6 The limited warranty set forth in Section 7.1 does not apply if: (a) a defect arises as a result of a breach of the obligations in Section 3; (b) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing of Products occurs; (c) a defect arises as a result of normal wear and tear or lack of proper maintenance; or (d) Products are used beyond the shelf life or expiration date as set forth in the applicable Use Documents.

7.7 The limited warranty set forth in Section 7.2 does not apply if an equipment failure or defect results directly or indirectly from the following: (a) any misuse, abuse, or improper use of the equipment; (b) any negligence, neglect or wrongful act by Purchaser, its contractors or agents; (c) accidents or shipping related damage; (d) electrical failure; (e) vandalism, explosion, flood or fire, weather or environmental conditions; or (f) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing. If this limitation applies but Seller, at its sole discretion, elects to re-perform the applicable Services, Purchaser may be charged for fees and expenses, including but not limited to travel costs and any working time of Seller's employees, contractors or agents (at list rate).

7.8 The limited warranty set forth in Section 7.3 does not apply to any defects arising out of or relating to (a) Purchaser's breach of Section 6.4; (b) Purchaser's failure to promptly install required updates; or (c) the operation of Purchaser or a third-party system or network.

7.9 Subject to the conditions set forth above in this Section, including the time limitations set forth in Sections 7.1, 7.2 and 7.3, Seller shall, in its sole discretion (a) with respect to Products or Software, either repair or replace Products or Software (or the defective part thereof) and if Seller is unable to repair or replace, Seller shall credit the price of such Products, Software or the part thereof; or (b) with respect to Services, re-perform the applicable Services or credit the price of such Services at the pro rata contract rate. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any breach of its warranty.

8. Returns

Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions and may be subject to a restocking charge. Certain Products (e.g. diagnostic reagents; refrigerated or frozen products; custom Products or special orders) may not be returned under any circumstances. Title to returned Products shall transfer to Seller upon acceptance at the facility designated by Seller. Any returned Products must be in their original packaging with the original label affixed, and unaltered in form and content.

9. Limitation of Liability and Indemnification

9.1 Purchaser assumes all risk and liability for loss, damage or injury to persons or to property of Purchaser or others arising out of (a) the transport, storage or use of Products or Software, including infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products or Software and (b) any provision or use of Services. If Seller's performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser or others, in each case, to the extent arising directly or indirectly from such prevention or delay.

9.2 Purchaser shall indemnify and hold Seller, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from or in connection with the transport, storage, sale or use of Products, (b) resulting from Purchaser's breach of the Agreement, and/or (c) arising from the negligence, recklessness or misconduct of Purchaser, its affiliates, or their respective agents, employees, partners or subcontractors.

9.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products, including the sale, transport, storage, failure, use or distribution thereof, the provision of Services, or the license of Software regardless of the theory of liability, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Purchaser to a third party. The total liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the license fee of Software involved. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or Software or performance of Services, regardless of their nature.

10. Compliance with Laws

Purchaser shall comply with all applicable laws, regulations and ordinances, including but not limited to those pertaining to the following: export control, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, introduction of production and use of chemical substances (e.g. Toxic Substances Control Act, REACH), and bribery and corruption (e.g. Foreign Corrupt Practices Act and UK Bribery Act). Purchaser shall maintain in effect all required licenses, permissions, authorizations, consents, and permits. Purchaser shall comply with all applicable export and import laws in its purchase of Products hereunder and assumes all responsibility for all shipments governed by such laws. Seller may terminate the Agreement or suspend delivery if any governmental authority imposes anti-dumping or countervailing duties or any other penalties on Products.

11. Termination

In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

12. Confidential Information

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessible in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Purchaser for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless authorized in advance in writing by Seller. Upon request, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

13. Force Majeure

Neither party shall be in default of any obligation under this Agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any occurrence beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake, fire, storm), war or terrorism, civil commotion or not epidemic or pandemic (e.g., COVID-19), destruction of facilities or materials; fire or explosion; labor disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labor; equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing, explaining the nature thereof, and will also notify the other party of the cessation of any such event. A party declaring a Force Majeure Event will use commercially reasonable efforts to remedy, remove, or mitigate such event and the effects thereof. Seller's cessation of the Force Majeure Event, performance of any suspended obligation or duty will promptly recommence.

14. Miscellaneous

14.1 No Waiver. No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing.

No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

14.2 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Purchaser of any of its obligations hereunder.

14.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise. Products or Services in any marketing, promotion or other publicity material, whether written or in electronic form or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one of its affiliates.

14.4 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

14.5 Publicity and Use of Name. Purchaser shall not, without the prior written consent of Seller, (a) refer to Seller, its affiliates, Products or Services in any marketing, promotion or other publicity material, whether written or in electronic form, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one of its affiliates.

14.6 Governing Law and Venue. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of Massachusetts without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in courts located in Boston, Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.


14.7 Notices. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing and sent by courier service with tracking or registered or certified mail to the other party at its registered office or principal place of business or such other address as indicated by the receiving party.

14.8 Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.9 Survival. Provisions hereof which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Sections 3, 6, 7, 9, 12, 14.6 and 14.9.

14.10 Amendment and Modification. Except as otherwise set forth herein, the Agreement may only be amended or modified in writing and signed by an authorized representative of each party.

14.11 Data Protection. Seller will request, process and use personal data (e.g. contact name and business addresses) from Purchaser to fulfill its obligations under the Agreement and for the continuing relationship management with Purchaser. Seller's processing activities shall be governed by its privacy policy posted at www.sigmaaldrich.com/privacy.

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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com




Partnership Number : HACH751567 **Version :** 0.24 **Quotation Date :** 17-JAN-23
Expiration Date : 13-FEB-23

Hach Company Contact : Schaefer Poach, Joan **Service Partnership Phone :**
Service Partnership Email : joan.schaeferpoach@hach.com
Customer Ref : Renewal Quote **Customer Contact :** TOCHENY, KRISTEN
Customer Phone : 607-729-2975 x21 **Customer Fax :** **Customer Email :** ktocheny@bjcwwtp.onmicrosoft.com

<u>Bill-To Account # 016381</u>		<u>Ship-To Account # 016381</u>			
Customer Name	BINGHAMTON-JOHNSON CITY JOINT	Customer Name	BINGHAMTON-JOHNSON CITY JOINT	Payment Terms:	Net 30
Address4	SEWAGE TREATMENT PLANT	Address4	SEWAGE TREATMENT PLANT	Billing Method:	Annual-Invoices on START Date
Address1	4480 VESTAL RD	Address1	4480 VESTAL RD	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	VESTAL-NY-13850-3537	City,State,Postalcode	VESTAL-NY-13850-3537		
Province/Country	US	Province/Country	US		


Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	BSPPLUSDR3900	13-FEB-23	12-FEB-24	BenchPlus-DR3900:13-FEB-2023:12-FEB-2024 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,947.76
1.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1576337	

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1.2	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1908658	
2	BSPPLUSDRB200	13-FEB-23	12-FEB-24	BenchPlus-DRB200 Reactor:13-FEB-2023:12-FEB-2024 4 Bench Service Plus Partnership includes one on-site temperature verification per year and full coverage for repairs at the Hach Service Center.	927.32
2.1	DRB200-04			REACTOR 115V 12X13 + 8X20 (2 BLOCKS) ; 17030C0254	
2.2	DRB200-02			REACTOR 115V 21X13/4X20 (2 BLOCKS) ; 19090C0503	
3	FSPQC8500	13-FEB-23	12-FEB-24	aa Field Service Partnership, Lachat QC8500, 1V:13-FEB-2023:12-FEB-2024 Field Service Partnership provides full coverage, including on-site repairs and one annual preventative maintenance/calibration visit. ASX Autosampler, Block Digester, and MicroDist covered separately. Not available for Series 1 instruments (p/n A85110).	6,616.37
3.1	A58102			oo CORE UNIT, 115V, QC8500 S2 ; 180200002125	
4	PMP-GLPHORP-1V	13-FEB-23	12-FEB-24	PMP-GLI pH ORP PROBE-1V (FRV 1):13-FEB-2023:12-FEB-2024	622.74
4.1	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1912440125	
4.2	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 2006447645	
				Sub Total :	10,114.19
				Tax:	0.00
				Total :	10,114.19

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance

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with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : BINGHAMTON-JOHNSON CITY JOINT

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.


6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, bankruptcy, or insolvency or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

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Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:


Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war, material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 5 of 5 Partnership Number : HACH751567
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR PROPERTY AND EQUIPMENT APPRAISAL SERVICES

The Binghamton-Johnson City Joint Sewage Board (“Board”) is requesting proposals from qualified vendors to provide appraisal services for the buildings, fixtures, machinery and equipment at the wastewater treatment and administrative complex at 4480 Vestal Road and the pumping station and related structures at 3936 Gates Road in Vestal, NY.

To be considered for selection in response to this RFQ, ten (10) paper copies and one (1) electronic copy in .pdf format of the Proposer’s qualifications shall be submitted to the Sewage Board, in care of Billie J. Goodson Business Manager, Binghamton-Johnson City Joint Sewage Treatment Plant, 4480 Vestal Road, Vestal, New York 13850, **no later than 2:00 p.m. on Thursday, March 2, 2023**. In lieu of submission on compact disc or flash drive, the electronic copy may be e-mailed to: bgoodson@bjcwwtp.onmicrosoft.com prior to such date/time. Any questions or requests for information regarding this RFQ should be directed to Billie J. Goodson, Business Manager, via 607-729-2975 (or by FAX to 607-729-3041 or e-mail to bgoodson@bjcwwtp.onmicrosoft.com).

The RFQ/RFP, requirements and specifications may be reviewed at the Plant or on the Plant website <http://bjcwwtp.org/bidrfp> and copies may be requested from Billie J. Goodson, (607) 729-2975 or e-mail: bgoodson@bjcwwtp.onmicrosoft.com with any questions regarding this RFQ/RFP solicitation.