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# **CONFERENCE MEETING-~~Revised~~**

## **AGENDA**

**Council Chambers – 66 Main Street, West Orange, NJ**

**August 9, 2016**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on October 14, 2015. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on October 14, 2015.

**Roll Call – Councilwoman Casalino, Councilman Guarino, Councilman Krakoviak,  
Councilwoman McCartney, Council President Cirilo (Mayor Parisi)**

=====

**6:30 P.M**

- **Presentation – Deputy Mayor Rodolfo Rodriguez**
- **Update-Downtown West Orange Alliance – Megan Brill, Exec. Dir.**

### **Council Liaison Announcements**

**7:00 P.M.**

- **Public Meeting**

**PUBLIC MEETING AGENDA-Revised**

**Township of West Orange  
66 Main Street – 7:00 p.m.**

***Tuesday, August 9, 2016***

**This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was emailed to the Star Ledger and the West Orange Chronicle on October 14, 2015. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on October 14, 2015.**

**Statement of Decorum**

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.  
(1972 Code § 3-15.2)**

**Roll Call – Councilwoman Casalino, Councilman Guarino, Councilman Krakoviak,  
Councilwoman McCartney, Council President Cirilo (Mayor Parisi)**

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. \*Consent Agenda**
- 4. \*Approval of Minutes of Previous Meeting – Public Meeting July 12, 2016**
- 5. \*Report of Township Officers-None**
- 6. \*Reading of Petitions and Communications and Bids – Correspondence from Mayor Parisi requesting the advice and consent of the Township Council for the appointment of Amy Schwarz to the West Orange Public Library Board effective immediately and continuing through December 31, 2020.**
- 7. \*Bills**
- 8. \*Resolutions**
  - a. 175-16 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)
  - b. 176-16 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a County Board Judgment (Gagliardo)
  - c. 177-16 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Payment Posted in Error-Taxpayer is a Tax Exempt Disabled Veteran (Gagliardo)
  - d. 178-16 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overbill of Taxes on the Property (Gagliardo)

- e. 179-16 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Homestead Rebate Credit (Gagliardo)
- f. 180-16 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment (Gagliardo)
- g. 181-16 Resolution Authorizing an Agreement with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-based Electronic Processing of Bid Information Related to the Auction Sale of Municipality's Tax Lien Certificates (Gagliardo)
- h. 182-16 Resolution Establishing a Fee of \$25.00 to be Charged per Notice of Tax Sale that is Sent in Conjunction with the 2016 Electronic Tax Sale (Gagliardo)
- i. 183-16 Resolution Authorizing Revision to Prior Resolution 149-16 Authorizing Execution of PILOT Agreement (Legal-Moon)  
**This Resolution revises previously passed Resolution 149-16 authorizing the execution of the PILOT Agreement with the West Orange Senior Housing Association Urban Renewal Entity, Inc. for the Renna House. The attached PILOT Agreement to Resolution 149-16 was a prior draft submitted in error, this resolution corrects the draft and shows the redline changes to the draft.**
- j. 184-16 Resolution Authorizing the Collector of Taxes to Place a Lien Against the Property Located at 34 Oak Crest Road, Block 164.08, Lot 26 in the Amount of \$8,685.68 to Satisfy Services Rendered by the DPW Plus Legal Fees for a Total Amount of \$8,810.68. (Legal-Trenk)
- k. 185-16 Resolution Approving a Two Year Extension of the Current License Agreement with Reliable Wood Products, LLC, 398 Lincoln Blvd., Middlesex, NJ 08846 (Legal-Trenk)  
**This Resolution approves a two year extension of the current license agreement for the Recycling Center and resolves the operator's claims as to additional monies due to it for extraordinary services provided during the 2011 Nor'easter storm and after Superstorm Sandy in 2012.**
- l. 186-16 Resolution Authorizing the Reappointment of Susan Anderson as the Township's Communications Director/Public Information Officer for a 16 Month Term Starting September 1, 2016 through December 31, 2017 to be Paid in Monthly Installments of \$2,475.00 (Legal-Moon)
- m. 187-16 Resolution Authorizing Execution of Consultant Agreement with Buzz1441, Inc., for a 16 Month Term Starting September 1, 2016 through December 31, 2017 to be Paid in Monthly Installments of to be Paid in Monthly Installments of \$2,000. for Professional Social Media and Marketing Coordinator Services (Legal-Moon)
- n. 188-16 Resolution Awarding HCM Contract to Kronos, Inc. and its Partner ADP, LLC (Legal-Bufferman)  
**This resolution would authorize the Mayor to sign the contracts awarding the Human Capital Management Services contract to Kronos, Inc. and its partner ADP, LLC. The proposals for the contract were reviewed and evaluated by the Evaluation Committee and an evaluation report recommending the award to Kronos, Inc. was prepared and is attached to the resolution.**

- o. 189-16 Resolution Authorizing Application and Receipt of NJ Department of Environmental Protection/NJ Economic Development Authority Hazardous Discharge Site Remediation Funds to be Utilized for the Cost of the Brownfield Preliminary Assessment and Site Investigation for Properties Located at 18 Central Avenue, Block 9, Lot 36 and 4 Tompkins Street, Lot 7, Block 22 (Legal-Roglieri)  
**This Resolution authorizes the Township's LSRP Matrix to apply and receive grant funds from the New Jersey Department of Environmental Protection. The Township previously passed a resolution authorizing application for the grant funding, but the DEP has requested a revised resolution identifying the specific properties for which the funds will be used to remediate.**
- p. 190-16 Resolution Authorizing the Subordination of Mortgage on the Property Located at 25 Winding Way, Block 49, Lot 10 (Legal-Moon)  
**This resolution authorizes the subordination of the Township's mortgage on the property to allow the owners of the property to refinance their mortgage.**
- q. 191-16 Resolution Authorizing the Auction of Abandoned Cars (DeSantis)  
**Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed towing company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.**
- r. 192-16 Resolution Authorizing a Professional Services Agreement with Manal Baba, LSRP, of T& M Associates, 11 Tindall Road, Middletown, NJ 07748 to Provide Licensed Site Remediation Professional Service Associate with the Removal of Three Underground Storage Tanks Located at the Public Works Building, 25 Lakeside Avenue, West Orange, NJ for a Fee NTE \$14,300. (Lepore)
- s. 193-16 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- t. 194-16 Resolution to Enter Into an Agreement with the Morris County Cooperative Pricing Council, by the Township of Randolph Acting as Lead Agency (DeSantis)
- u. 195-16 Resolution Authorizing Change Order No. 2 for the Contract Street Improvements, Phase II, 2015, Re-Bid with Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024 in the Amount of \$293,400 (Lepore)  
**This represents a 9.5% Increase in the Original Contract Amount to Improve Portions of these Additional streets, Woodland Avenue from Terrace Avenue to Prospect Avenue, Terrace Avenue from Woodland Avenue to Seaman Road and Redwood Avenue from Woodland Avenue Seaman Road and Redwood Avenue from Woodland Avenue to the Dead End**
- v. **196-16 Resolution Authorizing an Executive Session for the Purpose of Discussing Resolution 185-16 (Resolution Approving a Two Year Extension of the Current License Agreement with Reliable Wood Products, LLC, 398 Lincoln Blvd., Middlesex, NJ 08846 )**

## 9. Ordinances on Second and Final Reading-None

## 10. Ordinances on First Reading

- a. 2490-16 An Ordinance Amending Chapter 14, Section 8.2A of the Revised General Ordinances of the Township of West Orange (Failure to Comply With Ice, Snow, or Glass Removal; Enforcement)

**This revised ordinance would amend Chapter 14, Section 8.2A to permit the Township to make necessary repairs and maintenance and remove ice, snow, debris and other impediments which may potentially cause harm to Township residents and visitors. The ordinance is revised to remove the three days' notice to owners or operators of property previously provided. This ordinance permits the Township to immediately resolve any public safety issues and combat blighting conditions that result from the lack of maintenance by owners or operators of premises within the Township. After completing such work, the Township is permitted to place a lien on the property for the costs and expenses of such work through a resolution approved by the Township Council.**

**11. ABC Hearing-None**

**12. Adjournment**

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.  
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

**Agenda is subject to change.**

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES  
TO REBATE PAYMENT TO THE LISTED TAXPAYER  
PURSUANT TO FINAL JUDGMENT BY THE  
TAX COURT OF NEW JERSEY

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST ATTACHED

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**Karen J. Carnevale, R.M.C.,  
Municipal Clerk**

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**Victor Cirilo, Council President**

**Adopted: May 24, 2016**

**I hereby certify funds are available from:** \_\_\_\_\_  
Account No./Amount

---

**John O. Gross-Chief Financial Officer**



RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES  
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN  
OVERPAYMENT OF TAXES DUE TO A COUNTY BOARD JUDGMENT

WHEREAS, certain West Orange property owners have filed a successful tax appeal for the year 2016.

WHEREAS, such West Orange property owners have overpaid taxes for the year 2016; and Property owners are entitled to refunds to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2016 taxes.

Block	Lot	Name & Address	Amount
7	9	Robert & Emerita Guardado 40 Tompkins Street West Orange, NJ 07052	\$738.21

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C.**  
Municipal Clerk

\_\_\_\_\_  
**Victor Cirilo**  
Council President

**Adopted: August 9, 2016**

**I hereby certify funds are available from:** \_\_\_\_\_  
Account No./Amount

\_\_\_\_\_  
**John Gross**  
Chief Financial Officer

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES  
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN  
OVERPAYMENT OF TAXES DUE TO A PAYMENT POSTED IN ERROR  
TAXPAYER IS A TAX EXEMPT DISABLED VETERAN

WHEREAS, certain West Orange property owner is a tax exempt disabled veteran

WHEREAS, such West Orange property owners have overpaid taxes for the year 2016; and Property owners are entitled to refunds to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2016 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name &amp; Address</u>	<u>Amount</u>
159.11	16	Guardian Title Services 187 Washington Avenue Suite 2G Nutely, NJ 07110	\$2,604.11

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C.**  
Municipal Clerk

\_\_\_\_\_  
**Victor Cirilo**  
Council President

**Adopted: August 9, 2016**

I hereby certify funds are available from: \_\_\_\_\_  
Account No./Amount

\_\_\_\_\_  
**John Gross**  
Chief Financial Officer

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES  
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN  
OVERBILL OF TAXES ON THE PROPERTY

WHEREAS, certain West Orange property owners have been overbilled for  
for the year 2016 and;

WHEREAS, such West Orange property owners have overpaid taxes for the year  
2016; and Property owners are entitled to refunds to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the  
Township of West Orange that the Tax Collector and the Treasurer of the Township of  
West Orange be and they are hereby authorized, empowered and directed to cause to be  
paid to the taxpayers on the attached list sums in full and final satisfaction of the  
overpayment of the 2016 taxes.

Block	Lot	Name & Address	Amount
175.28	467	Michael Paolino 161 Ohlson Avenue Nutley, NJ 07110	\$ 332.20
176.02	1	Chabad of West Orange 401 Pleasant Valley Way West Orange, NJ 07052	\$ 366.94

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C.**  
Municipal Clerk

\_\_\_\_\_  
**Victor Cirilo**  
Council President

**Adopted: August 9, 2016**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No./Amount**

\_\_\_\_\_  
**John Gross**  
Chief Financial Officer

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES  
TO REFUND PAYMENT TO THE LISTED TAXPAYER  
DUE TO A HOMESTEAD REBATE CREDIT

WHEREAS, the below mentioned property received a 2016 Homestead Rebate Credit; the property sold and the seller is entitled to the rebate; the buyer paid the 3rd quarter in full, leaving the Homestead Rebate as a credit to be refunded to the seller.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the below mentioned taxpayer the sums indicated in full and final satisfaction

Block	Lot	Name and Address	Amount
179.13	48	Mary Ann Grasso 49 Nestro Road West Orange, NJ 07052	\$834.00

TOTAL: \$ 834.00

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C.**  
Municipal Clerk

\_\_\_\_\_  
**Victor Cirilo**  
Council President

I hereby certify funds are available from: \_\_\_\_\_  
Account No. /Amount

\_\_\_\_\_  
**John Gross, Chief Financial Officer**

**180-16**  
**August 9, 2016**

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES  
TO REFUND PAYMENT TO THE LISTED TAXPAYER  
DUE TO AN OVERPAYMENT OF TAXES**

WHEREAS, such West Orange property owners have overpaid taxes for the 3rd quarter of the year 2016; and Property owners are requesting a refund to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 3<sup>rd</sup> quarter 2016 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name &amp; Address</u>	<u>Amount</u>
158.03	8	Pompeo & Dionigia Cirelli 342 Northfield Avenue West Orange, NJ	\$122.00

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C.**  
Municipal Clerk

\_\_\_\_\_  
**Victor Cirilo**  
Council President

**August 9, 2016**

I hereby certify funds are available from: \_\_\_\_\_  
Account No. /Amount

\_\_\_\_\_  
**John Gross, Chief Financial Officer**

**RESOLUTION**

**WHEREAS**, the Township of West Orange desires to participate in the Electronic Tax Sale Pilot Program; and

**WHEREAS**, the governing body has authorized the Tax Collector to complete the application and submit same to the Director of the Division of Local Government Services; and

**WHEREAS**, the Director of the DLGS has approved the application for Township of West Orange to participate in this program; and

**WHEREAS**, the Township of West Orange desires to enter into an agreement with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-based electronic processing of bid information related to the auction sale of Municipality's Tax Lien Certificates.

**THEREFORE, IT IS HEREBY RESOLVED**, that the Township Council authorizes the Mayor to execute the attached Agreement.

\_\_\_\_\_  
Karen J. Carnevale, R.M.C.  
Municipal Clerk

\_\_\_\_\_  
Victor Cirilo  
Council President

August 9, 2016

I hereby certify funds are available from: \_\_\_\_\_  
Account No. /Amount

\_\_\_\_\_  
John Gross, Chief Financial Officer

## AGREEMENT FOR SERVICES

This agreement ("**Agreement**") entered into as of \_\_\_\_\_, 2016 (the "**Effective Date**"), between the Township of West Orange, Essex County, a municipal subdivision of the State of New Jersey ("**Municipality**"), and ROK Industries, Inc. d/b/a NJTaxlieninvestor.com ("**Contractor**"), a New Jersey corporation located at 306 Harlingen Road, Belle Mead, New Jersey 08502, for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates ("**Tax Certificates**").

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the "**DCA**") pursuant to N.J.S.A. 54-5-19.1(c) established an electronic tax sale pilot program as of February 15, 2011 (the "**Pilot Program**"), with certain pilot program requirements, practices and procedures developed by the DCA, all as more fully set forth on Attachment A;

WHEREAS, the DCA reserved the sole and exclusive right to approve and qualify each vendor of services under the Pilot Program based on the Pilot Program requirements, and Contractor has been approved and qualified as a vendor to market and conduct electronic auctions of Tax Certificates under the Pilot Program (see Attachment B);

WHEREAS, the DCA reserved the sole and exclusive right to approve each vendor's proposed electronic tax sale program platform ("**Approved Auction Platform**") based on the Pilot Program requirements, and Contractor's Approved Auction Platform, developed and operated by RealAuction.com LLC, a Florida limited liability company, located at 861 SW 78<sup>th</sup> Avenue, Suite 102, Plantation, Florida 33324 ("**Real Auction**") has been approved for use in conducting electronic auctions under the Pilot Program (see Attachment B); and

WHEREAS, Municipalities may apply to DCA for participation in the Pilot Program utilizing Contractor's services and the Approved Auction Platform to conduct the auction sale of its Tax Certificates, and Municipality has successfully applied to DCA to participate in the Pilot Program utilizing the services of Contractor and the Approved Auction Platform.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinabove and hereinafter set forth, the parties hereby agree as follows:

### **1. Term of Agreement; Cancellation; Termination Upon Default.**

A. The term of this Agreement shall be one year from the above date, and the Agreement shall automatically renew for additional one year periods thereafter unless terminated. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

## 2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the "**Services**") for Tax Certificates for the Municipality.

B. The Contractor shall provide a host server (the "**Server**") for the Web Site. As used herein, the term "**Web Site**" shall mean an Internet web site that Contractor will make available to Municipality under this Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators ("**Auction Administrator(s)**") and technical support necessary to facilitate the Municipality's conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction's administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality's request, consult concerning optimal terms and business rules or amending same to achieve Municipality's goals. Contractor shall set-up the Web Site to reflect Municipality's approved terms and business rules and conduct the auction in conformance therewith.
- ii. Granting and denying users and Municipality's employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, "**Bidders**").
- v. Providing telephone and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.

- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality's request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.
- E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.
- F. The Contractor may, in its sole discretion, provide additional ancillary services through the Web Site to Bidders that are intended to assist such Bidders in evaluating any or all of the Tax Certificates to be sold. Such ancillary services may include without limitation:
- i. Hyperlinks on the Web Site to third party sites that contain additional information about the delinquent accounts or properties that are the subject of the tax sale.
  - ii. Additional information about the delinquent accounts or properties that are the subject of the tax sale – i.e., information that is not provided by the Municipality as part of its tax sale.
  - iii. Analytical tools, such as search, sort, upload, download and other report customization features.
  - iv. If such ancillary services are offered by Contractor through the Web Site, Contractor may (in its sole discretion) elect to charge Bidders and/or auction participants for such services. If Contractor offers such services, Contractor shall disclose the fees associated with such services to Bidders and/or auction participants. The Municipality will not be charged any fees for such ancillary services, and shall not be entitled to any portion of the fees collected by Contractor or third parties in connection therewith.
- G. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.
- H. Contractor and Real Auction, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase of any Tax Certificates of Municipality conducted under this Pilot Program or that of any other municipality in the State of New Jersey conducted by them under the Pilot Program.
- I. Contractor shall ensure that the Web Site is capable of providing the following functions:
- i. Accepting, processing and displaying bid information and other

- data related to auctions of Tax Certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.
  - iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
  - iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
  - v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
  - vi. Allowing users to view auction sale results after they are approved for release by Municipality.
  - vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "**Municipality Auctioneers**") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site.
  - viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

**3. Cooperation by Municipality.** Notwithstanding any other provision herein, the Municipality shall:

A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date, and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 30 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

#### **4. Payment for Services.**

A. The Contractor will be paid based upon invoices submitted to the Municipality by the Contractor after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, Contractor shall provide Municipality with an invoice, which shall be paid within thirty (30) days of the invoice date, and such invoices shall show the Contractor's Municipality Contract number, and the Contractor's federal identification number, in addition to any other information that may be reasonably required by the Municipality. Additionally, all requests for payment shall have attached a copy of the original bill, containing an original signature of an authorized representative of the Contractor. Requests for payment shall be submitted not more than once every thirty days, to an address, department and/or individual designated by the Municipality.

D. Unless otherwise provided on Contractor's invoice or other instructions that Contractor provides subsequent to the execution of this Agreement, payments shall be made to:

ROK Industries, Inc.  
d/b/a NJTaxlieninvestor.com

Attn: Igor Roitburg  
306 Harlingen Road  
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

**5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages.**

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours of receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site or the Pilot Program. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

C. Subject to the limitations set forth in Paragraph 5(B) above, Contractor agrees to defend, indemnify and hold harmless Municipality, including its officers, employees and agents, against all claims, damages and costs, including reasonable attorneys' fees, incurred in connection with any third party claims relating to Contractor's failure to perform under the Agreement.

**6. Confidentiality; Proprietary Information.**

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor, the Approved Auction Platform, or any of their subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "**Contractor's Confidential Information**"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided,

further, that Municipality will only disclose the minimum amount of confidential information required. Contractor acknowledges that the Municipality is subject to the New Jersey Open Public Records Act ("**OPRA**"), N.J.S.A. 47:1A-1, et. al., and that the Municipality may receive demands for records related to this Agreement or related to the performance of this Agreement. Municipality agrees to provide notice to Contractor in the event that any such demand for records related to this Agreement or the performance of this Agreement is received by the Municipality. Contractor agrees to cooperate fully with Municipality in responding to any such request consistent with this provision of the Agreement. In the event that such a request results in any judicial or administrative proceeding under OPRA, Contractor agrees to cooperate fully with Municipality in litigating the proceeding.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

**7. Limited Agency Created; No Third Party Beneficiaries Intended.** For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

**8. Force Majeure.** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

**9. Entire Understanding; Amendments.** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject

matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

**10. Assignment.** Contractor may only assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate after receipt of written consent from the Municipality, which shall not be unreasonably withheld, following at least thirty (30) days' notice to Municipality prior to any such assignment. Notwithstanding the foregoing, Municipality acknowledges and agrees that Contractor may assign any of its rights or obligations hereunder to RealAuction.com without the consent of Municipality.

**11. Governing Law; Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey. The Contractor agrees that the notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the Superior Court of New Jersey, Essex Vicinage.

**12. Severability.** If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**13. Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission or email of a PDF document. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile or email of a PDF document shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

For Municipality: Township of West Orange, Essex County

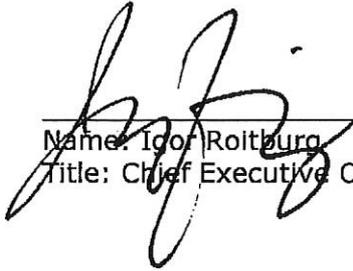
\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[The remainder of this page left blank intentionally.  
Additional signature page follows.]*

For Contractor: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com



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Name: Igor Roitburg  
Title: Chief Executive Officer

For Approved Auction Platform: RealAuction.com LLC



---

Name: Lloyd E. McClendon III  
Title: Managing Member

**Attachment A**

**[DCA Electronic Tax Sale Pilot Program Requirements]**

**N.J. Division of Local Government Services  
ELECTRONIC TAX SALE PILOT PROGRAM**

Pursuant to N.J.S.A. 54:5-19.1(c)

February, 2011

**Authority for Pilot Program**

N.J.S.A. 54:5-19.1 authorizes municipalities to conduct electronic tax sales subject to rules and regulations to be promulgated by the Director of Local Government Services (Director).

N.J.S.A. 54:5-19.1(c) provides that the Director may authorize electronic tax sale pilot programs (Pilot Program) prior to the promulgation of said rules and regulations. As of February 1, 2011, no rules or regulations have been passed. Accordingly, the Director is prepared to authorize municipalities to participate in Pilot Programs subject to the terms and conditions below. This document may be modified from time to time and DLGS reserves the right to modify or cancel the program if immediate problems are evident.

**Eligibility**

*Municipality Eligibility*

All municipalities shall be eligible to participate in a Pilot Program. Municipalities interested in participating in a Pilot Program, shall complete and submit the attached application (Application) to the Director. The governing body of the municipality shall approve the Application by passing a resolution authorizing submission of the Application.

The Director shall review the Application and advise the municipality whether its Application has been approved within 45 days of the Director's receipt of the Application. Upon the Director's approval, the municipality shall be permitted to participate in the Pilot Program.

*Vendor Eligibility*

Any third-party vendor must demonstrate that it has experience providing tax lien-related services in the State of New Jersey and must qualify as a "nationally recognized electronic municipal tax lien service" as provided in N.J.S.A. 54:5-19.1(a). A vendor shall be deemed to be a "nationally recognized municipal tax lien service" if it has conducted Internet website based, electronic tax sales in at least two (2) states or has conducted electronic tax sales in the past two (2) years which included bidders from more than one state.

Prior to submitting its Application to the Director, the municipality shall arrange for and provide a demonstration of the proposed electronic tax sale program to the Director. The Director shall determine, on a case-by-case basis, whether such proposed tax sale program is, in the Director's sole discretion, acceptable and, at a minimum, consistent with the Pilot Program Requirements set forth herein. The Director shall also determine whether such proposed program is consistent with the goals of the enabling legislation and the Director's ultimate promulgation of the rules and regulations to be adopted. Once a vendor's system has been approved, the vendor is authorized to enroll other municipalities for the duration of the Pilot Program.

Prior to a municipality's first electronic tax sale under this Pilot Program, either the municipality or vendor shall provide the agreement between the municipality and the vendor to the Director no later than thirty (30) days prior to the date that the tax sale is first advertised so that the

## Electronic Tax Lien Sale Pilot Program

Director may ensure that tax sale will be conducted in a manner consistent with the Pilot Program Requirements.

Once initially designated, the vendor shall notify the Director of any non-trivial functional, operational, or security related changes to its system. Within 30 days of such notice, the Director shall affirm the designation or shall require further review with the vendor.

Notwithstanding anything to the contrary in Local Public Contracts Law, if a vendor's system has been so approved and no other electronic tax sale system has been approved, the municipality may, during the pilot program, contract with such vendor by informal quotation and without public bid. This does not eliminate the requirement of the municipality to comply with the provisions of N.J.S.A. 19:44A-20.4 et seq. regarding political contribution disclosure.

### Pilot Program Requirements

All electronic tax sale systems shall meet the following minimum requirements:

- **Notice of Tax Sale**
  - The Tax Collector shall continue to prepare the tax sale notice required pursuant to N.J.S.A. 54:5-25.
  - Newspaper Advertisement to reflect internet-based sale
    - In lieu of the requirement in N.J.S.A. 54:5-26 to publish in a newspaper the notice of the tax sale, the Tax Collector may publish a notice that provides the website address where the notice of tax sale may be viewed.
    - The printed notice shall include the full website name and link for the full online tax sale notice and the website for registration.
    - The ad shall be a display (not legal) advertisement, a minimum of 2"x3", with a bold black border (Advertisement).
    - It shall include a statement that the municipality is announcing the sale of delinquent taxes and the sale shall be held through an online auction and that the listing of all parcels and delinquencies and costs are posted online and can be viewed at no cost.
    - The Advertisement shall be published once a week for four weeks prior to the week of the sale in a newspaper circulating in the municipality.
    - Access to the tax sale list shall be available to the public and shall not require registration, membership, or payment of any kind to view. The website shall have a clear explanation of this requirement.
    - Municipalities shall also continue to provide access to and/or copies of the tax sale list at their office.
- **Mailing of Tax Sale Notice:**
  - Notwithstanding anything to the contrary, the Tax Collector shall mail the tax sale notice no less than 3 times during the four week period prior to the week of the tax sale to the property owner and to any person or entity entitled to notice of foreclosure pursuant to section 20 of P.L. 1948, c.96 (C.54:5-104.48). Said notice of tax sale may be given by regular or certified mail, the costs of which shall be added to the cost of

## Electronic Tax Lien Sale Pilot Program

the sale in addition to those provided in R.S. 54:5-38, not to exceed \$25 for each notice for a particular property. Such mailings shall not be in lieu of the Advertisement, but shall be in addition to such Advertisements.

- Costs for holding an electronic tax sale
  - The vendor's fee for conducting the electronic tax sale shall not exceed the fee collected by the Tax Collector under N.J.S.A. 54:5-38. The only fees charged by the vendor shall be to the municipality; there shall be no fees charged to the lien buyer.
  - Except as otherwise specifically provided in the Tax Sale Law, the Tax Collector shall not collect any additional fees for the cost of sale.
- Commencement of Sale
  - Bidding shall open upon the first publication of the advertisement
- Deposits
  - In order for any bidder to win a bid, the bidder will be required to post a forfeitable deposit equal to 10% of the total lien amount that a bidder may win. Notwithstanding the foregoing, to facilitate bidding the Tax Collector may set a cap on the deposit amount (not less than \$10,000) and permit any bidder depositing the cap amount to win any and all liens on which the bidder places a bid.
  - Bidder deposits must be posted at least one day prior to the sale
  - Deposits may be held by the municipality or the vendor. If the vendor holds the funds:
    - The vendor must have an SAS 70 internal control audit report performed within 12 months of the sale. A copy of the report shall be made available to the municipality prior to executing a contract with the vendor.
    - The vendor shall provide a surety bond in the amount of 2% of the total amount of the original sale.
    - The bidder deposit account must be in the name of the municipality.
  - If a bidder shall fail to make payment on a lien certificate that such bidder has won upon conclusion of the sale, the deposit amount representing 10% of the lien certificate not paid shall be forfeited to the municipality.
  - Any unused portion of the deposit will be promptly returned to the bidder after the conclusion of the sale at the direction of the Tax Collector.
- Website capability
  - Bidder Registration
    - Bidder registration shall be online and completed prior to start of the sale.
    - Bidder information sheets, W-9s, etc. shall all be obtained online and submitted to the Tax Collector.

## Electronic Tax Lien Sale Pilot Program

- The Tax Collector may, in its discretion, provide for registration at the municipality's office (subject to time deadlines set by the municipality).
  - Winning bid results are to be displayed immediately upon completion of the auction. All winning bidders to be notified by email at their registered email addresses.
  - The Tax Collector shall have the ability to remove and update the tax sale list in real-time.
  - The Tax Collector shall be able to review a detailed history of all funds transferred.
  - The Tax Collector shall be able to view a transaction log of all bid submissions and results.
  - Any vendor system must provide for the electronic transfer of information/data from and to the municipality.
- No bulk sales
    - Liens will be auctioned individually – i.e., a bid will be placed on each lien with a winning bidder determined for each lien.
  - Payments
    - The Tax Collector will be able to accept and process payments through any of the following methods:
      - ACH Transfers
      - Bank Wire Transfers
      - Certified Check or Cash
    - Payment must be made within 24 hours after the bidding is closed (see below for details on ACH Transfers).
      - ACH Transfers
        - ACH Transfers must be initiated within 24 hours after the bidding is closed.
        - ACH Transfers must be settled no later than the 4<sup>th</sup> business day after bidding has closed.
    - Failure to Receive Payment / Liens Re-Sold
      - If the funds for any tax lien certificate are not settled by the 4<sup>th</sup> business day after bidding has closed, such lien will be resold on the 7<sup>th</sup> business day after the date on which the bidding closed.
      - The vendor shall notify all bidders of any properties that are available for bidding due to non-payment.
      - If a parcel is resold, interest shall be recalculated to the date of the new sale date.
  - Reporting of Tax Sale
    - Upon entering into a contract with the vendor, the Municipality shall file a statement with the Director indicating the date of the sale, approximate number of

February, 2011

Page 4

## Electronic Tax Lien Sale Pilot Program

- line items, weblink to the auction site, and the agreed upon fee (subject to the limits herein) for the conduct of the sale.
- After the sale, the tax collector and vendor shall provide a “post-sale report” detailing the results of the auction (contents to be determined by DLGS).
- The Vendor shall provide the Director access to online reports of the sale.
- Support and Training for:
  - Tax Collectors
    - Live on site training sessions for Tax Collectors will be available.
    - During the sale, a dedicated telephone hotline will be provided and available for Tax Collectors to use until the sale has been completed. The hotline will be available 24/7.
  - Bidders
    - Web-site based training classes will be available for bidders.
    - Toll-free lines will be available for support.
    - Email support will be provided.
    - The site will contain detailed instructions on how to use the site as well as online tutorials.
    - Practice auctions will be made available for bidders to use prior to the sale.
- Systems/Network Administration Security
  - Vendor website and system must be certified free of all vulnerabilities that can be remotely scanned as listed on the SANS/FBI Top Twenty vulnerabilities list.
  - Storage and transmission of financial and personal identification, information shall be encrypted.
  - Any vendor system shall be hosted on dedicated servers unless otherwise approved by DLGS.
  - All information, bids, participant financial data, etc. is deemed the property of the municipality.

**Attachment B**

**[DCA Approval of Contractor for Pilot Program  
&  
DCA Approval of Auction Platform for Pilot Program]**



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

LORE GILFA  
*Commissioner*

June 24, 2011

Mr. Igor Roitburg  
NJTaxlieninvestor.com  
306 Harlingen Road  
Belle Mead, New Jersey 08502

Re: Vendor Approval: New Jersey Electronic Tax Sale Pilot Program

Dear Mr. Roitburg:

Thank you for your interest in participating in the pilot program for the electronic sale of municipal tax liens as established pursuant to N.J.S.A. 54:5-19.1(c). As you know, the program requirements for the pilot program (Pilot Program Requirements) adopted by the Director of Local Government Services (Division) require that before any municipality may submit an application to conduct an electronic tax sale, the Division must first review the qualifications of the proposed vendor and approve that proposed vendor's electronic tax sale program.

This letter will confirm that NJTaxLieninvestor.com has demonstrated that it has experience providing tax lien-related services in the State of New Jersey, and its partner platform for managing auctions qualifies it as a "nationally recognized electronic municipal tax lien service" and thus is qualified to conduct electronic tax sales on behalf of New Jersey municipalities. This was also shown by the demonstration of the system and its capabilities on May 24, 2011.

We have determined that your system is consistent with the Pilot Program Requirements. Pursuant to the Pilot Program Requirements, individual municipalities may now make application to the Division to participate in the electronic tax sale pilot program using the NJTaxlieninvestor.com service.

Please do not hesitate to contact this office if you have any questions or need additional information.

Sincerely,

Marc H. Pfeiffer, Deputy Director  
for Thomas H. Neff, Director  
Division of Local Government Services

c: Thomas H. Neff, Director  
Patricia Turin, Senior Tax Collection Specialist



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**RESOLUTION AUTHORIZING COST OF MAILING  
FOR ELECTRONIC TAX SALE**

**WHEREAS**, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

**WHEREAS**, the rules and regulations require a municipality to send three (3) notices of sale to all properties included in said sale; and

**WHEREAS**, the rules and regulations allow said municipality to charge a fee of \$25.00 per notice for the creation, printing and mailing of said notice; and

**WHEREAS**, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the Township of West Orange will charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

**NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE** that a fee of \$25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2016 electronic tax sale.

---

Karen J. Carnevale, R.M.C.  
Municipal Clerk

---

Victor Cirilo  
Council President

August 9, 2016

**RESOLUTION**

**WHEREAS**, the Township of West Orange adopted Resolution 149-16 authorizing the execution of PILOT Agreement with the West Orange Senior Citizens Housing Association Urban Renewal Entity, Inc. (the "WOSCHA") for the Renna House; and

**WHEREAS**, the PILOT Agreement annexed to the Resolution was an earlier draft of the PILOT Agreement which was submitted to the Council in error; and

**WHEREAS**, the correct version of the PILOT Agreement is annexed hereto as Exhibit "A" with a redlined version showing the changes annexed hereto as Exhibit "B."

**NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE** that Resolution 149-16 is hereby amended to substitute the PILOT Agreement annexed hereto as Exhibit "A" as the appropriate PILOT Agreement authorized for execution; and it is further

**RESOLVED** that notice of this resolution shall be published and available in the Clerk's office in accordance with applicable law.

---

**Karen J. Carnevale, R.M.C.**  
**Municipal Clerk**

---

**Victor Cirilo**  
**Council President**

**Adopted: August 9, 2016**

# Exhibit “A”

**AGREEMENT BETWEEN  
THE TOWNSHIP OF WEST ORANGE**

**AND**

**WEST ORANGE SENIOR CITIZENS HOUSING ASSOCIATION URBAN RENEWAL ENTITY,  
INC. FOR PAYMENT IN LIEU OF TAXES FOR THE JOHN P. RENNA HOUSE**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2016 between West Orange Senior Citizens Housing Association Urban Renewal Entity, Inc., a nonprofit corporation of the State of New Jersey, organized pursuant to the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 et seq.), having its principal office at 10 Gaston Place, West Orange, New Jersey, hereinafter referred to as "Nonprofit Corporation", and the Township of West Orange, a Municipal Corporation of the State of New Jersey, having its principal office at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Municipality",

W I T N E S S E T H:

**WHEREAS**, the Municipality and the Nonprofit Corporation previously entered into an Agreement dated June 15, 1972 (the "1972 Agreement"), annexed hereto as Exhibit "A" prior to the erection of a housing project at 10 Gaston Place, now called the John P. Renna House (the "Renna House"); and

**WHEREAS** the 1972 Agreement was made pursuant to the Limited-Dividend Nonprofit Housing Corporation or Associations Law and provided that the Nonprofit Corporation would be exempt from taxation of the Renna House by the Municipality for a period of fifty (50) years; and

**WHEREAS**, the 1972 Agreement also provided that the Nonprofit Corporation would pay an annual service charge to the Municipality at a rate of fifteen per cent (15%) of the Renna House's annual gross shelter rent; and

**WHEREAS**, the 1972 Agreement was meant to allow the Nonprofit Corporation to operate and offer housing for low and moderate income families; and

**WHEREAS**, the Nonprofit Corporation desires to refinance its mortgage on the Renna House in order to make capital improvements to the property;

**WHEREAS**, the Nonprofit Corporation's lender/prospective lender requires an updated Agreement for Payment in Lieu of Taxes in order to refinance the Nonprofit Corporation's mortgage.

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 to N.J.S.A. 40A:20-20), it being expressly understood and agreed that the Municipality relies upon the facts, data and representations enumerated herein. In particular, the limits on profits and reserves set forth in N.J.S.A. 40A:20-15 shall apply to the Nonprofit Corporation.

2. The parties agree that they intend to reaffirm and reincorporate the covenants and promises set forth in the 1972 Agreement except when those provisions are in conflict with the enumerated provisions of this Agreement for which the enumerated provisions of this Agreement shall govern (for example, the duration of the tax exemption).

3. The Nonprofit Corporation will continue to offer apartments to residents of the Municipality. Occupancy will be open to low or moderate income families with income limits established by the Federal Housing Administration and, to the extent permitted by law, with priority in occupancy to those displaced by urban renewal or other governmental action in the Municipality.

4. The Renna House shall continue to be exempt from taxation in accordance with the provision of the " Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 et seq.) for a period of thirty (30) years from the Effective Date of this Agreement, unless earlier terminated pursuant to the terms of this Agreement.

5. The "Effective Date" of this Agreement shall be the date upon which the Municipality's governing body passes a resolution authorizing the execution of this Agreement. A copy of the authorizing resolution shall be annexed hereto as Exhibit "B."

6. In consideration of these promises and one dollar upon termination of the thirty (30) year period described in paragraph 4 above, or upon termination of the Corporation as a non-profit corporation whichever shall occur first, the Municipality shall have 180 days to exercise an option to purchase the premises which are the subject of this Agreement, for one dollar, subject to all encumbrances of record at the date of exercising said option.

7. In consideration of the aforesaid exemption from taxation, the Nonprofit Corporation shall make payment to the Municipality of an annual service charge for municipal services supplied to said project of fifteen per cent (15%) of the annual gross shelter rent which shall include the income from professional suites, laundry and parking areas obtained from the Renna House's operations. The aforesaid payment by the Nonprofit Corporation shall be made quarterly at such time as tax payments are due. It is further provided that at the end of the thirty (30) year period tax exemption granted hereunder, the tax exemption shall cease and the Renna House and any other associated property of the Nonprofit Corporation, as well as the land, shall be assessed and taxed according to general law like other property in the Municipality. At the same date, all restrictions and limitations upon the Nonprofit Corporation shall terminate and be at an end upon the Nonprofit Corporation rendering its final account with the Municipality.

8. During the period of tax exemption as above provided, the Nonprofit Corporation shall be operated as a non-profit corporation pursuant to the Certificate of Incorporation of the Corporation.

9. The tax exemption provided herein shall apply only so long as the Nonprofit Corporation and its project remain subject to the provisions of the aforesaid "Long Term Tax

Exemption Law" (N.J.S.A. 40A:20-1 et seq.), but in no event longer than thirty (30) years from the Effective Date of this Agreement.

10. Upon any termination of such tax exemption, whether by affirmative action of the Nonprofit Corporation or by virtue of the provisions of the "Long Term Tax Exemption Law", or pursuant to the terms of this Agreement, the date of such termination shall be deemed to be the end of the fiscal year of the Nonprofit Corporation.

11. Within ninety (90) days after the close of each fiscal year that this Agreement shall continue in effect, the Nonprofit Corporation shall submit an auditor's report to the Mayor and Council of the Municipality.

12. The Nonprofit Corporation shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Nonprofit Corporation, and also permit examination and audit of its books, contracts, records, documents and papers, by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Nonprofit Corporation.

13. A notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Nonprofit Corporation it shall be addressed to:

John P. Renna House/WOSCHA  
c/o President  
10 Gaston Place  
West Orange, NJ 07052

or to such other address as the Nonprofit Corporation may hereafter designate in writing.

(b) When sent by the Nonprofit Corporation to the Municipality it shall be addressed to:

Township Clerk of the Township of West Orange

66 Main Street  
West Orange, NJ 07052

or to such other address as the Municipality may hereafter designate in writing.

14. The Nonprofit Corporation shall commence capital improvement on the Renna House within twelve (12) months of the date of this Agreement.

15. The term "annual gross shelter rent" as used in paragraph 6 above, **shall not** include any rent subsidy paid by any governmental agency.

16. This Agreement contains the entire agreement among the Nonprofit Corporation and the Municipality.

17. In the event of any dispute between the parties, matters in controversy shall be resolved by arbitration only if the costs of arbitration shall be less than \$10,000 total. The costs of such arbitration under this paragraph shall be borne equally by the parties. The arbitration shall occur pursuant to the commercial arbitration rules by the American Arbitration Association.

18. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, all other terms and provisions of this Agreement will remain effective and will be enforced to the fullest extent permitted by applicable law.

19. This Agreement shall not be amended, altered, revised, modified, terminated, or changed except by a subsequent written agreement executed by all parties hereto, and then such amendment shall be effective only in the particular instance and for the purpose for which it is given.

20. This Agreement is solely for the benefit the Nonprofit Corporation and the Municipality. No provision of this Agreement shall in any way inure to the benefit of, or create any rights whatsoever in any third person or entity (including the public at large) unless expressly provided for herein.

Attest:

WEST ORANGE SENIOR CITIZENS  
HOUSING ASSOCIATION URBAN  
RENEWAL ENTITY, INC.

Kevin J. Dillon

By: Steven A. Condon

Attest:

THE TOWNSHIP OF WEST ORANGE

\_\_\_\_\_

By: \_\_\_\_\_

# Exhibit “A”

#367

6.20

THIS AGREEMENT made this 15<sup>th</sup> day of June 1972 between West Orange Senior Citizens Housing Association a non-profit corporation of the State of New Jersey, organized pursuant to the "Limited Dividend Nonprofit Housing Corporations or Associations Law"; (N.J.S.A. 55:16-1 et seq.), having its principal office at 60 Park Place, Newark, New Jersey, hereinafter referred to as "Nonprofit Corporation", and the Town of West Orange, a Municipal Corporation of the State of New Jersey, having its principal office at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Municipality",

W I T N E S S E T H :

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of the "Limited-Dividend Nonprofit Housing Corporations or Associations Law" (N.J.S.A. 55:16-1 to N.J.S.A. 55:16-22), it being expressly understood and agreed that the Municipality relies upon the facts, data and representations contained in the application submitted herewith.

2. The Municipality has granted and does hereby grant its approval for a housing project which is being constructed pursuant to the application submitted herewith and the "Limited-Dividend Nonprofit Housing Corporations or Associations Law"

(N.J.S.A. 55:16-1 et seq.) for the erection by the Nonprofit Corporation of a multiple-family dwelling more particularly described in the application for tax abatement, a copy of which is attached hereto and made a part hereof.

3. The Nonprofit Corporation represents that these apartments will be offered to residents of the Municipality. Occupancy will be open to low or moderate income families with income limits established by the Federal Housing Administration, and with priority in occupancy to those displaced by urban renewal or other governmental action in the Municipality.

4. The project to be constructed by the Nonprofit Corporation pursuant to this Agreement shall be exempt from taxation in accordance with the provisions of the "Limited-Dividend Nonprofit Housing Corporations or Associations Law" (N.J.S.A. 55:16-1 et seq.) for a period of not more than fifty (50) years from completion of the project to coincide with the Nonprofit Corporation's mortgage.

*Handwritten initials: JFW, 8/17/74*

5. In consideration of these promises and one dollar upon termination of the fifty (50) year period described in paragraph 4 above, or upon termination of The Corporation as a non-profit corporation, whichever shall occur first, the Municipality shall have 180 days to exercise an option to purchase the premises which are the subject of this Agreement, for one dollar ~~free and clear of all encumbrances.~~ subject to all encumbrances of record at the date of exercising said option.

6. In consideration of the aforesaid exemption from taxation, the Nonprofit Corporation shall make payment to the Municipality of an annual service charge for municipal services supplied to said project of fifteen per cent (15%) of the annual gross shelter rent, including the income from professional suites, laundry and parking areas obtained from the project, whichever is the greater. The aforesaid payment by the Nonprofit Corporation shall be made quarterly at such time as tax payments are due. It is further provided that at the end of the fifty (50) year period of tax exemption granted hereunder, the tax exemption shall cease and the improvements and any other property of the Nonprofit Corporation, as well as the land, shall be assessed and taxed according to general law like other property in the Municipality. At the same date, all restrictions and limitations upon the Nonprofit Corporation shall terminate and be at an end upon the Nonprofit Corporation rendering its final account with the Municipality.

7. The Nonprofit Corporation shall pay all real property taxes on the land described in the application submitted herewith as the same may be assessed on such property for the year in which the undertaking of said project is commenced until the final completion of the project and the issuance of a Certificate of Occupancy. Taxes to be paid during the undertaking of said project shall be computed on the basis of the rate prevailing for the community during the year of construction.

The tax so computed shall form a part of the minimum service charge to be paid in accordance with paragraph 6 above. Upon the issuance of a Certificate of Occupancy, the Nonprofit Corporation shall make payment of an annual service charge to the Municipality as set forth in paragraph 6 above.

8. During the period of tax exemption as above provided, the Corporation shall be operated as a non-profit corporation pursuant to the Certificate of Incorporation of the Corporation.

9. The tax exemption provided herein shall apply only so long as the Nonprofit Corporation and its project remain subject to the provisions of the aforesaid "Limited-Dividend Nonprofit Housing Corporations or Associations Law" (N.J.S.A. 55:16-1 et seq.), but in no event longer than fifty (50) years from the receipt of the certifications of the approval of the plans and project by the Public Housing and Development Authority of the Department of Community Affairs of the State of New Jersey.

Upon any termination of such tax exemption, whether by affirmative action of the Nonprofit Corporation or by virtue of the provisions of the "Limited-Dividend Nonprofit Housing Corporations or Associations Law", or pursuant to the terms of this Agreement, the date of such termination shall be deemed to be the end of the fiscal year of the Nonprofit Corporation.

10. Within ninety (90) days after the close of each fiscal year that this Agreement shall continue in effect, the Nonprofit Corporation shall submit an auditor's report to the Mayor and Council of the Municipality.

11. The Nonprofit Corporation shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Nonprofit Corporation, and also permit examination and audit of its books, contracts, records, documents and papers, by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Nonprofit Corporation.

12. A notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Nonprofit Corporation it shall be addressed to: 60 Park Place, Newark, New Jersey c/o Brach, Eichler, Rosenberg & Silver or to such other address as the Nonprofit Corporation may hereafter designate in writing

(b) When sent by the Nonprofit Corporation to the Municipality it shall be addressed to: Town Clerk of The Town of West Orange, West Orange Town Hall or to such other address as the Municipality may hereafter designate in writing.

13. The Nonprofit Corporation shall commence construction of the above described structure within twelve (12) months of the date of this Agreement.

14. The term "annual gross shelter rent" as used in paragraph 6 above, shall not include any rent subsidy paid by any governmental agency.

15. The Municipality hereby agrees that the Corporation shall have the right to assign this contract to a wholly owned limited dividend corporation formed under the "Limited-Dividend Nonprofit Housing Corporations or Associations Law" (N.J.S.A. 55:16-1 to N.J.S.A. 55:16-22), which will be the mortgagor corporation.

Attest:

*Laura J. [Signature]*

WEST ORANGE SENIOR CITIZENS  
HOUSING ASSOCIATION

BY: *[Signature]*

Attest:

*Thomas J. [Signature]*

THE TOWN OF WEST ORANGE

BY: *[Signature]*

# Exhibit “B”

**AGREEMENT BETWEEN**  
**THE TOWNSHIP OF WEST ORANGE**  
**AND**

**WEST ORANGE SENIOR CITIZENS HOUSING ASSOCIATION, INC. URBAN RENEWAL**  
**ENTITY, INC.**

**FOR PAYMENT IN LIEU OF TAXES FOR THE JOHN P. RENNA HOUSE**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2016 between West Orange Senior Citizens Housing Association Urban Renewal Entity, Inc., a nonprofit corporation of the State of New Jersey, organized pursuant to the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 et seq.), having its principal office at 10 Gaston Place, West Orange, New Jersey, hereinafter referred to as "Nonprofit Corporation", and the Township of West Orange, a Municipal Corporation of the State of New Jersey, having its principal office at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Municipality",

W I T N E S S E T H:

**WHEREAS**, the Municipality and the Nonprofit Corporation previously entered into an Agreement dated June 15, 1972 (the "1972 Agreement"), annexed hereto as Exhibit "A" prior to the erection of a housing project at 10 Gaston Place, now called the John P. Renna House (the "Renna House"); and

**WHEREAS** the 1972 Agreement was made pursuant to the Limited-Dividend Nonprofit Housing Corporation or Associations Law and provided that the Nonprofit Corporation would be exempt from taxation of the Renna House by the Municipality for a period of fifty (50) years; and

**WHEREAS**, the 1972 Agreement also provided that the Nonprofit Corporation would pay an annual service charge to the Municipality at a rate of fifteen per cent (15%) of the Renna House's annual gross shelter rent; and

**WHEREAS**, the 1972 Agreement was meant to allow the Nonprofit Corporation to operate and offer housing for low and moderate income families; and

**WHEREAS**, the Nonprofit Corporation desires to refinance its mortgage on the Renna House in order to make capital improvements to the property;

**WHEREAS**, the Nonprofit Corporation's lender/prospective lender requires an updated Agreement for Payment in Lieu of Taxes in order to refinance the Nonprofit Corporation's mortgage.

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 to N.J.S.A. 40A:20-20), it being expressly understood and agreed that the Municipality relies upon the facts, data and representations enumerated herein.

In particular, the limits on profits and reserves set forth in N.J.S.A. 40A:20-15 shall apply to the Nonprofit Corporation.

2. The parties agree that they intend to reaffirm and reincorporate the covenants and promises set forth in the 1972 Agreement except when those provisions are in conflict with the enumerated provisions of this Agreement for which the enumerated provisions of this Agreement shall govern (for example, the duration of the tax exemption).

23. The Nonprofit Corporation will continue to offer apartments to residents of the Municipality. Occupancy will be open to low or moderate income families with income limits established by the Federal Housing Administration and to the extent permitted by law, with priority in occupancy to those displaced by urban renewal or other governmental action in the Municipality.

34. The Renna House shall continue to be exempt from taxation in accordance with the provision of the " Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 et seq.) for a period of ~~not more than~~ thirty (30) years from the Effective Date of this Agreement, unless earlier terminated pursuant to the terms of this Agreement.

45. The "Effective Date" of this Agreement shall be the date upon which the Municipality's governing body passes a resolution authorizing the execution of this Agreement. A copy of the authorizing resolution shall be annexed hereto as Exhibit "B."

56. In consideration of these promises and one dollar upon termination of the thirty (30) year period described in paragraph 34 above, or upon termination of the Corporation as a non-profit corporation whichever shall occur first, the Municipality shall have 180 days to exercise an option to purchase the premises which are the subject of this Agreement, for one dollar, subject to all encumbrances of record at the date of exercising said option.

67. In consideration of the aforesaid exemption from taxation, the Nonprofit Corporation shall make payment to the Municipality of an annual service charge for municipal services supplied to said project of fifteen per cent (15%) of the annual gross shelter rent which shall include the income from professional suites, laundry and parking areas obtained from the Renna House's operations. The aforesaid payment by the Nonprofit Corporation shall be made quarterly at such time as tax payments are due. It is further provided that at the end of the thirty (30) year period tax exemption granted hereunder, the tax exemption shall cease and the Renna House and any other associated property of the Nonprofit Corporation, as well as the land, shall be assessed and taxed according to general law like other property in the Municipality. At the same date, all restrictions and limitations upon the Nonprofit Corporation shall terminate and be at an end upon the Nonprofit Corporation rendering its final account with the Municipality.

78. During the period of tax exemption as above provided, the Nonprofit Corporation shall be operated as a non-profit corporation pursuant to the Certificate of Incorporation of the Corporation.

89. The tax exemption provided herein shall apply only so long as the Nonprofit Corporation and its project remain subject to the provisions of the aforesaid "Long Term Tax

Exemption Law" (N.J.S.A. 40A:20-1 et seq.), but in no event longer than thirty (30) years from the Effective Date of this Agreement.

~~9~~10. Upon any termination of such tax exemption, whether by affirmative action of the Nonprofit Corporation or by virtue of the provisions of the "Long Term Tax Exemption Law", or pursuant to the terms of this Agreement, the date of such termination shall be deemed to be the end of the fiscal year of the Nonprofit Corporation.

~~40~~11. Within ninety (90) days after the close of each fiscal year that this Agreement shall continue in effect, the Nonprofit Corporation shall submit an auditor's report to the Mayor and Council of the Municipality.

~~41~~12. The Nonprofit Corporation shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Nonprofit Corporation, and also permit examination and audit of its books, contracts, records, documents and papers, by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Nonprofit Corporation.

~~42~~13. A notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Nonprofit Corporation it shall be addressed to:

John P. Renna House/WOSCHA  
c/o President  
10 Gaston Place  
West Orange, NJ 07052

or to such other address as the Nonprofit Corporation may hereafter designate in writing.

(b) When sent by the Nonprofit Corporation to the Municipality it shall be addressed to:

Township Clerk of the Township of West Orange

66 Main Street  
West Orange, NJ 07052

or to such other address as the Municipality may hereafter designate in writing.

134. The Nonprofit Corporation shall commence capital improvement on the Renna House within twelve (12) months of the date of this Agreement.

4415. The term "annual gross shelter rent" as used in paragraph 6 above, **shall not** include any rent subsidy paid by any governmental agency.

156. This Agreement contains the entire agreement among the Nonprofit Corporation and the Municipality.

167. In the event of any dispute between the parties, matters in controversy shall be resolved by arbitration only if the costs of arbitration shall be less than \$10,000 total. The costs of such arbitration under this paragraph shall be borne equally by the parties. The arbitration shall occur pursuant to the commercial arbitration rules by the American Arbitration Association.

187. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, all other terms and provisions of this Agreement will remain effective and will be enforced to the fullest extent permitted by applicable law.

198. This Agreement shall not be amended, altered, revised, modified, terminated, or changed except by a subsequent written agreement executed by all parties hereto, and then such amendment shall be effective only in the particular instance and for the purpose for which it is given.

2019. This Agreement is solely for the benefit the Nonprofit Corporation and the Municipality. No provision of this Agreement shall in any way inure to the benefit of, or create any rights whatsoever in any third person or entity (including the public at large) unless expressly provided for herein.

Attest:

\_\_\_\_\_

WEST ORANGE SENIOR CITIZENS  
—HOUSING ASSOCIATION URBAN  
RENEWAL ENTITY, INC.

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

THE TOWNSHIP OF WEST ORANGE

By: \_\_\_\_\_

**RESOLUTION**

**WHEREAS**, a single family residence and surrounding property is located at 34 Oak Crest Road, in the Township of West Orange (“Property”); and

**WHEREAS**, over the last fifteen (15) years the Township has had various difficulties with regard to the Property; and

**WHEREAS**, the Property is known as Lot 26, Block 164.08 on the Tax Map of the Township of West Orange; and

**WHEREAS**, the Property owner has been served with numerous violations of health and safety ordinances; and

**WHEREAS**, the Property owner has not lived in the Property since November 2014; and

**WHEREAS**, the Property owner has been convicted of numerous violations of the health and safety code in the Township of West Orange; and

**WHEREAS**, the Property owner has continued to refuse to maintain the Property; and

**WHEREAS**, as a result of the Property owner’s actions and failure the neighborhood has been detrimentally impacted and the health and safety of the residents have been impacted; and

**WHEREAS**, due to the growing season and related issues, the Township undertook certain work through its Department of Public Works on or about July 14, 2016; and

**WHEREAS**, the Township has provided a detailed invoice concerning the services to the Property owner;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Tax Collector be and is hereby authorized and directed to place a lien against the Property in the amount of \$8,685.68 to satisfy the services rendered by the Department of Public Works plus legal fees of \$125.00 for a total of \$8,810.68.

**RESOLVED**, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

---

**Karen J. Carnevale, R.M.C.**  
**Township Clerk**

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**Victor Cirilo**  
**Council President**

**Adopted: August 9, 2016**

4817-3643-5509, v. 1



**AMENDMENT AND RELEASE AGREEMENT  
CONCERNING MANAGEMENT, OPERATION AND  
MAINTENANCE FOR THE WEST ORANGE RECYCLING  
CENTER AND COMPOSTING FACILITY**

This Amendment to the Agreement for the Management, Operation, and Maintenance services for the West Orange Recycling Center and Compost Facility (the "Facility") is made by and between the Township of West Orange, located at the Municipal Building, 66 Main Street, West Orange, New Jersey 07052 (the "Township") and Reliable Wood Products, LLC, located at 398 Lincoln Boulevard, Middlesex, New Jersey 08846 ("Reliable"). This Amendment is effective August 31, 2016.

**WITNESSETH**

**WHEREAS**, The Township is the owner of certain real property known as Block 170, Lots 13, 15.3 and 17 on the Tax Maps of the Township commonly known as 590 Mt. Pleasant Avenue, West Orange, (the "Property"); and

**WHEREAS**, on or about May, 2014, the Township and Reliable entered into a certain agreement whereby Reliable was authorized to manage, operate, and maintain the Facility for a period of three years with two one year options; and

**WHEREAS**, on October 29, 2011, an extraordinary, Noreastern snow weather event occurred which created an extraordinary condition in the Township whereby a vastly larger surplus of materials were transported to the facility for processing by Reliable; and

**WHEREAS**, in October 2012, Superstorm Sandy hit the Township of West Orange which created an emergent, unanticipated and extraordinary condition whereby substantial additional materials were transported to the Facility; and

**WHEREAS**, Reliable submitted invoices for the 2011 weather event totaling \$388,500 concerning the influx of the additional materials caused by the storm; and

**WHEREAS**, Reliable asserts that the extraordinary expenses incurred by the Township after Superstorm Sandy exceeded \$250,000; and

**WHEREAS**, the Township was unable to satisfy the additional invoices and unable to recoup this money from FEMA due to the fact that the Township would have to pay the invoices and then submit them for possible partial reimbursement of the total amounts incurred; and

WHEREAS, Reliable has asserted claims against the Township with regard to these unpaid invoices and services which Reliable asserts are extraordinary and unanticipated; and

WHEREAS, the Township has the right to exercise two additional one-year options;

NOW, THEREFORE, for valuable consideration, including the promises, covenants, releases, representations and warranties herein set forth above, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Exercise of Two Additional One Year Periods – The term of the Agreement is hereby extended until September 30, 2018.
2. Rent – Rental payments for the period October 1, 2016 through September 30, 2018 shall be waived in full satisfaction of all claims by and between the parties including, but not limited to the Reliable claims with regard to Irene and Sandy.
3. Release – Reliable hereby releases the Township from any and all claims for the beginning of time until the present concerning any and all issues which may or may not exist between the parties. This constitutes a full and complete release.
4. Escrows/Third Party Expenses – No later than August 15, 2016, Reliable shall replenish all escrows and advances required and shall continue to timely satisfy all such obligations throughout the duration of this Agreement and any extensions thereto.
5. Other Provisions – This Agreement is subject to all other terms and conditions contained in the 2014 Agreement as well as the July, 2013 requests for proposals and all other Agreements which continue in full force and affect. Unless a term contained herein contradicts with any prior Agreement, such term shall remain in full force and affect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_  
Karen Carnevale, Municipal Clerk

By: \_\_\_\_\_  
Robert D. Parisi, Mayor

WITNESS:

RELIABLE WOOD PRODUCTS, LLC

  
\_\_\_\_\_

By:   
\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, The Township is the owner of certain real property known as Block 170, Lots 13, 15.3 and 17 on the Tax Maps of the Township commonly known as 590 Mt. Pleasant Avenue, West Orange, (the "Property"); and

**WHEREAS**, on or about May, 2014, the Township and Reliable entered into a certain agreement whereby Reliable was authorized to manage, operate, and maintain the Facility for a period of three years with two one year options; and

**WHEREAS**, on October 29, 2011, an extraordinary, Noreastern snow weather event occurred which created an extraordinary condition in the Township whereby an emergency existed whereby a vastly larger surplus of materials were transported to the facility for processing by Reliable; and

**WHEREAS**, in October 2012, Superstorm Sandy hit the Township of West Orange which created an emergent, unanticipated and extraordinary condition whereby substantial additional materials were transported to the Facility; and

**WHEREAS**, Reliable submitted invoices for the 2011 weather event totaling \$388,500 concerning the influx of the additional materials caused by the storm; and

**WHEREAS**, Reliable asserts that the extraordinary expenses incurred by the Township after Superstorm Sandy exceeded \$250,000; and

**WHEREAS**, the Township was unable to satisfy the additional invoices and unable to recoup this money from FEMA due to the fact that the Township would have to pay the invoices and then submit them for possible partial reimbursement of the total amounts incurred; and

**WHEREAS**, Reliable has asserted claims against the Township with regard to these unpaid invoices and services which Reliable asserts are extraordinary and unanticipated; and

**WHEREAS**, the Township has the right to exercise two additional one-year options;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Mayor be and hereby is authorized to execute and the Municipal Clerk be and is hereby authorized to witness the annexed Amendment and Release Agreement Concerning Management, Operation and Maintenance of the West Orange Recycling Center and Compost Facility; and it is

**RESOLVED**, that the original of the Amendment and Release Agreement shall be maintained by the Municipal Clerk in accordance with applicable law.

**RESOLVED**, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

---

**Karen J. Carnevale, R.M.C.**  
**Township Clerk**

---

**Victor Cirilo**  
**Council President**

**Adopted: August 9, 2016**

**RESOLUTION**

**WHEREAS**, the Township of West Orange requires the services of a Communications Director/Public Information Officer to perform certain duties including, but not limited to those set forth in the West Orange Code, Chapter 2-52; and

**WHEREAS**, Ms. Andrea Susan Anderson (“Ms. Anderson”) currently serves as the Township’s Communications Director/Public Information Officer and has performed in a satisfactory manner; and

**WHEREAS**, the Township seeks to re-appoint Ms. Anderson as the Township’s Communications Director/Public Information Officer for a sixteen (16) month term starting September 1, 2016 through December 31, 2017; and

**WHEREAS**, per the terms of the proposed agreement between Ms. Anderson and the Township, a copy of which is annexed hereto as **Attachment “A,”** Ms. Anderson will be paid \$2,475.00 per month; and

**WHEREAS**, Ms. Anderson shall exercise all her functions and perform her duties in accordance with all applicable ordinances and statutes; and

**WHEREAS**, Ms. Anderson responded to the Township’s Request for Qualifications pursuant to a fair and open process, wherein the Township sought professionals to provide public relations services; and

**WHEREAS**, Ms. Anderson was the only response to the Township’s Request for Qualifications; and

**WHEREAS**, the annual amount of the Agreement falls below the bid threshold allowing the Township to award this Agreement without a formal bidding process;

**NOW, THEREFORE BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that Ms. Anderson shall be and hereby is re-appointed to serve as the Township’s Communications Director/Public Information Officer in accordance with all applicable ordinances and statutes; and be it further

**RESOLVED**, that the Mayor shall be and is hereby authorized to execute all documents necessary to effectuate such agreement with Ms. Anderson, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

**RESOLVED** that this award shall be published and available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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**Karen J. Carnevale, R.M.C.**  
**Municipal Clerk**

---

**Victor Cirilo**  
**Council President**

**Adopted: August 9, 2016**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

---

**JOHN O. GROSS, CFO**

**LETTER AGREEMENT WITH ANDREA SUSAN ANDERSON FOR  
COMMUNICATIONS DIRECTOR/PUBLIC INFORMATION SERVICES**

August 1, 2016

Ms. Andrea Susan Anderson  
Black Star Communications, Inc.  
20 Colony Drive East  
West Orange, NJ 07052

Dear Ms. Anderson:

This letter agreement shall confirm and constitute the agreement for you, Andrea Susan Anderson (“You,” “Your,” or “Ms. Anderson”) to provide services to the Township of West Orange (“Township”) as Communications Director/Public Information Officer, for a period of sixteen (16) months, with the period having commenced September 1, 2016 and lasting through December 31, 2017.

The contractual amount shall be \$2,475.00 per month. This agreement is subject to cancellation on thirty (30) days written notice by either the Township or You.

This will confirm that the relationship of the parties shall be that of a part time, **INDEPENDENT CONTRACTOR** and not employer/employee or principal/agent. The manner and means of performing all services shall be subject to the Communications Director/Public Information Officer’s sole control unless otherwise specified in this Agreement. The Communications Director/Public Information Officer shall not have the legal authority to bind the Township in contract, debt or otherwise without the prior written consent of the Township.

Your responsibilities as Communications Director/Public Information Officer shall include, but are not necessarily limited to:

- Act as a consultant on media and constituent communications to the Mayor and Business Administrator.
  - Determine the objectives of the Township informational program and the methods by which they will be implemented in terms of available resources and Administration priorities.
- Act as spokesperson and/or as liaison as requested by the Mayor and/or Business Administrator, between the Township, its departments and print, broadcast and electronic media by managing, arranging or providing statements, press releases, press conferences, radio or television interviews of officials, and additional or supplementary Township materials.

- Act as media liaison and/or spokesperson for the Township Police Department when requested by the Mayor or Business Administrator/ Police Director.
- Act as advisor to the Public Relations Commission and/or the professionals hired by the Township's Public School system, on the Township's public relations and marketing goals for the positive promotion of the Township.
- Manage the production, content and/ or staff responsible for the publication, distribution and promotion of the West Orange Outlook., the Township Web Site and Township programming on Cable Channel 36.
  - Maintain, with variable information, the Home Page of the Township web site and act as a consultant and advisor for departments on web content.
- Attend weekly Director's meetings.
- Present periodic written or verbal reports to the Mayor/Business Administrator detailing all activities and goals as requested.
- Appear before the Township Council to report on activities and efforts as requested.

You will be provided with hardware and software, its maintenance, a dedicated phone line and office supplies required for facilitation of the duties listed in this contract within the budget parameters established by the Township. All hardware and software will be considered the property of the Township and will be returned by You at the conclusion of this or any subsequent contract with the Township.

### **REVIEW OF MATERIALS, INDEMNIFICATION AND CONFIDENTIALITY**

You agree that no public statements, materials or other presentations shall be made without approval of the Mayor or his designee. You also agree not to incur any expenses on behalf of the Township without first obtaining written approval.

All promotional materials shall become the Township's property. You agree to indemnify and defend the Township against all claims and actions by third parties for damages resulting from any breaches of this Agreement. The Township agrees to indemnify You against libel, copyright infringement or any third party action when acting in good faith on behalf of the Township under the tenets of this contract.

You will be held harmless for all hardware and software provided by the Township to You for the facilitation of the duties listed in this contract.

You will not be paid separate for any travel or other expenses with out first obtaining written approval from the Public Relations Commission Chairperson and/or

Township Council. No overtime or additional fees will be paid or due under this agreement.

You agree not to accept any commissions or other enumeration with regard to services performed for the Township.

You agree to disclose to the Business Administrator any other marketing or other services which involve public figures, sensitive issues or other controversial or potentially controversial matters.

You agree that all information and documents obtained in the course of this agreement are strictly confidential and highly proprietary. As such, You agree that You shall not discuss, distribute or disseminate any information or documents concerning the Township, its employees, elected officials, representatives and agents at any time both during the term of this agreement and thereafter without the express written consent of the Township. Any such discussion, distribution or dissemination will cause irreparable harm to the Township and the parties consent to injunctive, emergent and temporary relief restraining such activities.

If the foregoing terms are acceptable, kindly affix Your signature below.

WITNESS:

ANDREA SUSAN ANDERSON

By: \_\_\_\_\_

By: \_\_\_\_\_

ANDREA SUSAN ANDERSON

ATTEST:

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_  
KAREN J. CARNEVALE,  
MUNICIPAL CLERK

By: \_\_\_\_\_

ROBERT D. PARISI, MAYOR

**RESOLUTION**

**WHEREAS**, the Township of West Orange requires a professional social media and marketing coordinator to continue managing the Township's social media outreach and marketing campaigns, and maintain and administer to same on a day-to-day basis; and

**WHEREAS**, Buzz1441, Inc. of West Orange, New Jersey ("Buzz1441") submitted the only response to the Township's Request For Qualifications pursuant to a fair and open process; and

**WHEREAS**, Buzz1441 has agreed to provide social media and marketing services to the Township from September 1, 2016 to December 31, 2017, on the terms and conditions stated in the proposed contract annexed as Attachment "A," for a sum of \$2,000 per month, to be paid in monthly installments; and

**NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Township shall and hereby does awards a contract for social media coordination services to Buzz1441, to be executed in the form annexed as Attachment "A"; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate such agreement with Buzz1441, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

**RESOLVED** that this award shall be published and available in the Clerk's Office for reasonable inspection in accordance with applicable law.

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C., Municipal Clerk**

\_\_\_\_\_  
**Victor Cirilo, Council President**

**Adopted: August 9, 2016**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**JOHN O. GROSS, CFO**

**BUZZ1441, INC.  
CONSULTANT AGREEMENT**

This CONSULTANT AGREEMENT (“Agreement”), effective as of September 1, 2016 (the “Effective Date”), is made by and between the Township of West Orange, with principal offices at 60 Main Street, West Orange, NJ 07052 (hereinafter referred to as the “Township”) and Buzz1441, Inc., a New Jersey Corporation, with its principal offices at 38 Old Indian Rd., West Orange, New Jersey 07052 (“Buzz1441” or “Consultant”).

WHEREAS, the Township wishes to engage Consultant to provide the Services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SERVICES.**

1.0 Performance of Services. The Consultant will represent the Township during the Term (as defined below) and will advise and assist the Township as its exclusive social media consultant in connection with managing the Township’s social media properties and presence and create outreach campaigns from the Mayor and Chamber of Commerce to engage local businesses to connect to the Township and each other. During the Term, the Township shall not engage in any agreement with any third party as consultant for the Services (as defined below) outlined herein, without the prior written consent of the Consultant. The Consultant’s duties and responsibilities shall be outlined in Section 1.2 below captioned “The Services”.

1.1 The Services. The Consultant will assist the Township with the following:

1.1.1 Maintenance and administration of social media profiles (Facebook, Twitter, and YouTube) which includes 24-hour monitoring of profiles, daily postings and interactions (both directed by the Township and organically based on preset parameters), ongoing graphic creation and trafficking of inquiries to proper town representatives.

1.1.2 Work with Township representatives to create digital/physical outreach campaign, memos, signage, etc. encouraging local businesses to engage with the town’s social media properties and to connect with other businesses in the Township’s social ecosystem.

1.1.3. Work with Township representatives to create check-in week campaign, including outreach, incentives, offers, and messaging.

1.2 The parties agree that Perry Bashkoff shall be the primary consultant with respect to the performance of the Services. The Township and the Consultant agree that the Consultant shall not be an agent of the Township and may not bind or obligate the Township in any way. The Township further agrees that the Consultant is being engaged hereunder to provide the Services described above solely to the Township, and

the Consultant shall have no duty or liability to any other person in connection with this Agreement.

## **COMPENSATION.**

2.0 As compensation for the Services, the Consultant will receive the following fees:

Monthly Rate. The Township will pay to the Consultant a monthly rate of \$2,000 to be paid on or before the first of every month.

## **EXPENSES**

3.0 The Township agrees to reimburse the Consultant for all reasonable and documented out-of-pocket expenses incurred in carrying out the terms of this Agreement. Out-of-pocket expenses may include but are not limited to travel, meals, lodging, postage, printing, secretarial and similar administrative or operating expenses. Out-of-pocket expenses will be payable upon invoicing by the Consultant. The aggregate of all costs and expenses for a calendar year will not exceed \$250.00 without the Township's written consent.

## **TERM**

4.0 This Agreement will become effective as of September 1, 2016 and will, unless sooner terminated as set forth herein, remain effective through December 31, 2017.

## **TERMINATION**

5.0 Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; or (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within 30 days following written notice to the breaching party.

5.1 Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations which survive this termination as noted in Section 11.8 hereof.

## **MUTUAL NON-DISCLOSURE**

6.0 Non-Disclosure of Confidential Information. Each party hereto and/or such party's affiliates or representatives ("Discloser") may, from time to time, disclose to the other party and/or its affiliates or representatives ("Recipient") certain Confidential Information (as defined below) for the purpose of carrying out the obligations set forth in this Agreement (the "Purpose"). As set forth more fully below, **it shall be the obligation of the Discloser to advise the Recipient when Confidential Information is being disclosed.**

6.1 Definition of Confidential Information. As used herein, “Confidential Information” means, collectively, any information from the Township which is subject to an exception from public disclosure under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and/or information from Consultant regarding materials provided that at the time of disclosure are designated by the Discloser as confidential or proprietary. For example and without limitation, Confidential Information shall include (a) any technical and non-technical information and materials related to Discloser’s business and Discloser’s current, future and proposed products and services, including information concerning research, development, design details and specifications, trade secrets, financial information, software (whether in source code or object code form) engineering information, customer lists, business strategy and forecasts, sales information and marketing plans and (b) any information and materials Discloser has received from third parties which Discloser is obligated to treat as confidential or proprietary. DISCLOSER PROVIDES ALL INFORMATION SOLELY ON AN “AS IS” BASIS WITHOUT WARRANTIES, EXPRESS OR IMPLIED. Discloser hereby expressly disclaims all warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade.

6.2 Confidential Information shall not in any event include information or material that: (i) was in the public domain when communicated to Recipient; (ii) enters the public domain through no fault of Recipient; (iii) was in Recipient's possession free of any obligation of confidence when communicated to Recipient; (iv) is rightfully communicated to Recipient by a third party free of any obligation of confidence to Discloser; or (v) is developed by or on behalf of Recipient independently of and without reference to any of Discloser’s Confidential Information.

6.3 General Obligations. Recipient shall not use Discloser’s Confidential Information for any purpose other than the Purpose. Recipient shall hold Discloser’s Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Recipient shall permit access to the Confidential Information only to its directors, employees/contractors and advisors, and those of its affiliates, who need to know the same in connection with the Purpose. Recipient shall be responsible and liable for acts and omissions of such persons in respect of the Confidential Information.

6.4 Exception to General Obligations. Recipient may disclose Discloser’s Confidential Information as required by law or governmental authority, but only if Recipient: (i) gives Discloser reasonable advance notice of such disclosure to the extent possible according to the terms of the applicable law or other governmental authority; (ii) cooperates with Discloser’s reasonable efforts to resist or narrow such disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded Discloser’s Confidential Information; and (iii) furnishes only that portion of Discloser’s Confidential Information that Recipient is legally compelled to disclose according to advice of its legal counsel.

## **OWNERSHIP.**

7. The Township is the sole and exclusive owner of all Intellectual Property Rights therein. All Properties created as a direct result of the Services will be deemed a “work made for hire” as defined in Section 101 of the United States Copyright Act (as amended). To the extent that title to any of the Properties do not vest in the Township as the author or such works may not be

considered “works made for hire,” all rights, title and interest therein, including all Intellectual Property Rights, are hereby irrevocably assigned and transferred to the Township by Consultant, and Consultant hereby irrevocably and unconditionally waives all enforcement of such rights.

## **REPRESENTATIONS AND WARRANTIES.**

8. Both parties represent and warrant to each other that they each: (i) have the power and authority to enter into and perform their respective obligations under this Agreement; and (ii) have no restrictions that would impair their ability to perform their obligations under this Agreement.

## **INDEMNIFICATION.**

9. Each party (“Indemnitor”) shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, representatives, licensees, and authorized agents (“Indemnitee”) from and against any and all third party claims, liability, damages, costs and expenses (including reasonable attorneys’ fees), arising out of, related to, or in connection with Indemnitor’s breach of any representation or warranty in the Agreement. Indemnitee will promptly notify the Indemnitor in writing of any such claim. Indemnitee shall give Indemnitor sole control over the defense and/or settlement of any such claim, except that the Indemnitor will not agree to any settlement or compromise that would require Indemnitee to make any payments, bear any obligations, or admit to any liability or wrongdoing on the part of Indemnitee unless Indemnitor obtains Indemnitee’s prior written approval.

## **LIMITATION OF LIABILITY.**

10. EXCEPT FOR WILLFUL VIOLATION OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

## **GENERAL PROVISIONS.**

11.1 Notices and Consent. All notices in connection with this Agreement shall be in writing and deemed given when personally delivered, upon confirmed receipt when delivered electronically or via facsimile, or three (3) days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address provided above or such other address last provided by written notice. Wherever in this Agreement written approval or consent is required, either party may give such approval or consent via e-mail.

11.2 Assignment. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party except that either party may freely assign this Agreement in its entirety to its parent company, any subsidiary in which it holds a majority voting interest, or in connection with any acquisition, merger, consolidation, reorganization, or any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred.

11.3 Independent Contractors. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.

11.4 Force Majeure. Either party will be excused from a delay in performing, or failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include but are not limited to acts of God, war, riot, power failures, fires, and floods.

11.5 Waiver. No waiver by either party of a breach of any provision hereof will be taken or held to be a waiver of any other breach of such provision or a waiver of the provision itself.

11.6 Severability. If any portion of this Agreement is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the minimum extent necessary so that this Agreement shall reflect as nearly as possible the original intention of the parties and the remainder of this Agreement shall remain in full force and effect.

11.7 Governing Law. The Agreement and any dispute relating thereto shall be governed by and construed in accordance with the laws of the State of New Jersey except as to matters preempted by Federal law, and in that event as to the specific matters that are preempted by Federal law, the Agreement and any dispute relating thereto shall be governed and construed in accordance with Federal law.

11.8 Survival. The provisions of Sections 6.0, 6.1, 7, 8, 11.5, 11.6, 11.7, and 11.8 of this Agreement shall survive the expiration of the Term or the termination of this Agreement.

Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes and cancels all other agreements, whether oral or written. Otherwise, this Agreement may only be amended by a subsequent written agreement signed by both parties hereto.

Contract Acceptance; Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Township of West Orange

Buzz1441, Inc. (the "Consultant")

\_\_\_\_\_  
Robert D. Parisi, Mayor

\_\_\_\_\_  
Perry Bashkoff, President

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Signature

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Signature

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Date

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Date

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Attest:  
Karen J. Carnevale, R.M.C.  
Municipal Clerk

4821-9729-4901, v. 1

# Exhibit “A”

**BUZZ1441, INC.**  
**CONSULTANT AGREEMENT**

This CONSULTANT AGREEMENT (“Agreement”), effective as of September 1, 2016 (the “Effective Date”) for a period of sixteen (16) months through December 31, 2017, is made by and between the Township of West Orange, with principal offices at 60 Main Street, West Orange, NJ 07052 (hereinafter referred to as the “Township”) and Buzz1441, Inc., a New Jersey Corporation, with its principal offices at 38 Old Indian Rd., West Orange, New Jersey 07052 (“Buzz1441” or “Consultant”).

WHEREAS, the Township wishes to engage Consultant to provide the Services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SERVICES.**

1.0 Performance of Services. The Consultant will represent the Township during the Term (as defined below) and will advise and assist the Township as its exclusive social media consultant in connection with managing the Township’s social media properties and presence and create outreach campaigns from the Mayor and Chamber of Commerce to engage local businesses to connect to the Township and each other. During the Term, the Township shall not engage in any agreement with any third party as consultant for the Services (as defined below) outlined herein, without the prior written consent of the Consultant. The Consultant's duties and responsibilities shall be outlined in Section 1.2 below captioned “The Services”.

1.1 The Services. The Consultant will assist the Township with the following:

1.1.1 Maintenance and administration of social media profiles (Facebook, Twitter, and YouTube) which includes 24-hour monitoring of profiles, daily postings and interactions (both directed by the Township and organically based on preset parameters), ongoing graphic creation and trafficking of inquiries to proper town representatives.

1.1.2 Work with Township representatives to create digital/physical outreach campaign, memos, signage, etc. encouraging local businesses to engage with the town’s social media properties and to connect with other businesses in the Township’s social ecosystem.

1.1.3. Work with Township representatives to create check-in week campaign, including outreach, incentives, offers, and messaging.

1.2 The parties agree that Perry Bashkoff shall be the primary consultant with respect to the performance of the Services. The Township and the Consultant agree that the Consultant shall not be an agent of the Township and may not bind or obligate the Township in any way. The Township further agrees that the Consultant is being engaged hereunder to provide the Services described above solely to the Township, and the Consultant shall have no duty or liability to any other person in connection with this Agreement.

## COMPENSATION.

2.0 As compensation for the Services, the Consultant will receive the following fees:

Monthly Rate. The Township will pay to the Consultant a monthly rate of \$2,000 to be paid on or before the first of every month.

## EXPENSES

3.0 The Township agrees to reimburse the Consultant for all reasonable and documented out-of-pocket expenses incurred in carrying out the terms of this Agreement. Out-of-pocket expenses may include but are not limited to travel, meals, lodging, postage, printing, secretarial and similar administrative or operating expenses. Out-of-pocket expenses will be payable upon invoicing by the Consultant. The aggregate of all costs and expenses for a calendar year will not exceed \$250.00 without the Township's written consent.

## TERM

4.0 This Agreement will become effective as of September 1, 2016 and will, unless sooner terminated as set forth herein, remain effective through December 31, 2017.

## TERMINATION

5.0 Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; or (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within 30 days following written notice to the breaching party.

5.1 Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations which survive this termination as noted in Section 11.8 hereof.

## MUTUAL NON-DISCLOSURE

6.0 Non-Disclosure of Confidential Information. Each party hereto and/or such party's affiliates or representatives ("Discloser") may, from time to time, disclose to the other party and/or its affiliates or representatives ("Recipient") certain Confidential Information (as defined below) for the purpose of carrying out the obligations set forth in this Agreement (the "Purpose"). As set forth more fully below, **it shall be the obligation of the Discloser to advise the Recipient when Confidential Information is being disclosed.**

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means, collectively, any information from the Township which is subject to an exception from public disclosure under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and/or information from Consultant regarding materials provided that at the time of disclosure are designated by the Discloser as confidential or proprietary. For example and without limitation,

Confidential Information shall include (a) any technical and non-technical information and materials related to Discloser's business and Discloser's current, future and proposed products and services, including information concerning research, development, design details and specifications, trade secrets, financial information, software (whether in source code or object code form) engineering information, customer lists, business strategy and forecasts, sales information and marketing plans and (b) any information and materials Discloser has received from third parties which Discloser is obligated to treat as confidential or proprietary. DISCLOSER PROVIDES ALL INFORMATION SOLELY ON AN "AS IS" BASIS WITHOUT WARRANTIES, EXPRESS OR IMPLIED. Discloser hereby expressly disclaims all warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade.

6.2 Confidential Information shall not in any event include information or material that: (i) was in the public domain when communicated to Recipient; (ii) enters the public domain through no fault of Recipient; (iii) was in Recipient's possession free of any obligation of confidence when communicated to Recipient; (iv) is rightfully communicated to Recipient by a third party free of any obligation of confidence to Discloser; or (v) is developed by or on behalf of Recipient independently of and without reference to any of Discloser's Confidential Information.

6.3 General Obligations. Recipient shall not use Discloser's Confidential Information for any purpose other than the Purpose. Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Recipient shall permit access to the Confidential Information only to its directors, employees/contractors and advisors, and those of its affiliates, who need to know the same in connection with the Purpose. Recipient shall be responsible and liable for acts and omissions of such persons in respect of the Confidential Information.

6.4 Exception to General Obligations. Recipient may disclose Discloser's Confidential Information as required by law or governmental authority, but only if Recipient: (i) gives Discloser reasonable advance notice of such disclosure to the extent possible according to the terms of the applicable law or other governmental authority; (ii) cooperates with Discloser's reasonable efforts to resist or narrow such disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded Discloser's Confidential Information; and (iii) furnishes only that portion of Discloser's Confidential Information that Recipient is legally compelled to disclose according to advice of its legal counsel.

## **OWNERSHIP.**

7. The Township is the sole and exclusive owner of all Intellectual Property Rights therein. All Properties created as a direct result of the Services will be deemed a "work made for hire" as defined in Section 101 of the United States Copyright Act (as amended). To the extent that title to any of the Properties do not vest in the Township as the author or such works may not be considered "works made for hire," all rights, title and interest therein, including all Intellectual Property Rights, are hereby irrevocably assigned and transferred to the Township by Consultant, and Consultant hereby irrevocably and unconditionally waives all enforcement of such rights.

## **REPRESENTATIONS AND WARRANTIES.**

8. Both parties represent and warrant to each other that they each: (i) have the power and authority to enter into and perform their respective obligations under this Agreement; and (ii)

have no restrictions that would impair their ability to perform their obligations under this Agreement.

## **INDEMNIFICATION.**

9. Each party (“Indemnitor”) shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, representatives, licensees, and authorized agents (“Indemnitee”) from and against any and all third party claims, liability, damages, costs and expenses (including reasonable attorneys’ fees), arising out of, related to, or in connection with Indemnitor’s breach of any representation or warranty in the Agreement. Indemnitee will promptly notify the Indemnitor in writing of any such claim. Indemnitee shall give Indemnitor sole control over the defense and/or settlement of any such claim, except that the Indemnitor will not agree to any settlement or compromise that would require Indemnitee to make any payments, bear any obligations, or admit to any liability or wrongdoing on the part of Indemnitee unless Indemnitor obtains Indemnitee’s prior written approval.

## **LIMITATION OF LIABILITY.**

10. EXCEPT FOR WILLFUL VIOLATION OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

## **GENERAL PROVISIONS.**

11.1 Notices and Consent. All notices in connection with this Agreement shall be in writing and deemed given when personally delivered, upon confirmed receipt when delivered electronically or via facsimile, or three (3) days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address provided above or such other address last provided by written notice. Wherever in this Agreement written approval or consent is required, either party may give such approval or consent via e-mail.

11.2 Assignment. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party except that either party may freely assign this Agreement in its entirety to its parent company, any subsidiary in which it holds a majority voting interest, or in connection with any acquisition, merger, consolidation, reorganization, or any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred.

11.3 Independent Contractors. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.

11.4 Force Majeure. Either party will be excused from a delay in performing, or failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include but are not limited to acts of God, war, riot, power failures, fires, and floods.

11.5 Waiver. No waiver by either party of a breach of any provision hereof will be taken or held to be a waiver of any other breach of such provision or a waiver of the provision itself.

11.6 Severability. If any portion of this Agreement is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the minimum extent necessary so that this Agreement shall reflect as nearly as possible the original intention of the parties and the remainder of this Agreement shall remain in full force and effect.

11.7 Governing Law. The Agreement and any dispute relating thereto shall be governed by and construed in accordance with the laws of the State of New Jersey except as to matters preempted by Federal law, and in that event as to the specific matters that are preempted by Federal law, the Agreement and any dispute relating thereto shall be governed and construed in accordance with Federal law.

11.8 Survival. The provisions of Sections 6.0, 6.1, 7, 8, 11.5, 11.6, 11.7, and 11.8 of this Agreement shall survive the expiration of the Term or the termination of this Agreement.

Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes and cancels all other agreements, whether oral or written. Otherwise, this Agreement may only be amended by a subsequent written agreement signed by both parties hereto.

Contract Acceptance; Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Township of West Orange

Buzz1441, Inc. (the "Consultant")

\_\_\_\_\_  
Robert D. Parisi, Mayor

\_\_\_\_\_  
Perry Bashkoff, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
Karen J. Carnvevale,  
Municipal Clerk

**RESOLUTION**

**WHEREAS**, the Township of West Orange (“Township”) needed to secure a company to provide various Human Capital Management Services (the “HCM Contract”); and

**WHEREAS**, the Township issued a Request for Proposal (“RFP”) for the HCM Contract pursuant to the competitive contracting provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, et seq.; and

**WHEREAS**, on October 27, 2015, the Township received three (3) proposals to the RFP; and

**WHEREAS**, the three (3) proposals were reviewed and evaluated by the Evaluation Committee consisting of the Township’s Chief Financial Officer, Assistant Comptroller, Purchasing Agent, IT Manager and Human Resource Coordinator (collectively the “Evaluation Committee”); and

**WHEREAS**, after evaluating the proposals, the Evaluation Committee prepared a report (“Evaluation Report”) and recommended that the HCM Contract be awarded to Kronos, Inc. (“Kronos”), which Evaluation Report is attached hereto as **Attachment “A”**; and

**WHEREAS**, the contract and order form for the services of Kronos is attached hereto as **Attachment “B”** (“Kronos Contract”); and

**WHEREAS**, Kronos will partner with ADP, LLC (“ADP”) to perform certain services for the Township, including, but not limited to Tax Services, Treasury Services and Wage Payment Services which contract is attached hereto as **Attachment “C”** (“ADP Contract”).

**NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Township shall and hereby does award the HCM Contract to Kronos and its partner ADP, to be executed in the form annexed hereto as **Attachment “B”** and **Attachment “C”**; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute the Kronos Contract and the ADP Contract, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature.

**RESOLVED**, that this award shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C., Municipal Clerk**

\_\_\_\_\_  
**Victor Cirilo, Council President**

**Adopted: August 9, 2016**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**JOHN O. GROSS, CFO**

# **Attachment “A”**

REPORT OF THE HUMAN CAPITAL MANAGEMENT SERVICES REQUEST FOR  
PROPOSAL COMPETITIVE CONTRACTING REVIEW COMMITTEE  
March 16, 2016

The Township of West Orange accepted proposals from vendors to provide various Human Capital Management services through a Competitive Contracting process. These services include, but were not limited to Time Management, Payroll Processing, Payroll Reporting, Payroll Payments, Human Resource Recordkeeping, Employee Data Management, Benefit Management, Benefit Reporting, Employee Benefit Self-Management, Budgeting Human Capital, Scheduling Human Capital and Human Capital Accounting services.

The goals of the Township are as follows:

- 1) Increase effectiveness and efficiency of the Township's Human Capital
- 2) Reduce the operating costs of the Township required to manage its Human Capital
- 3) Provide transparency to the Township's employees regarding payroll and benefits

The Township received three proposals on or before 11:00 A.M., Tuesday, October 27, 2015; one from ADP, Inc, one from Empower Software Solutions and one from Kronos, Inc.

Prior to evaluating each proposal, the Township's Purchasing Agent, Anne DeSantis reviewed each proposer's submissions for technical responsiveness. Below are her findings.

ADP, Inc. provided the required Stockholders Certification, Non Collusion Form and Bid Deposit. However, ADP, Inc. did not provide the required State of New Jersey Business Registration Certificate, Affirm Action Evidence Form, Iranian Disclosure Form, Addenda Acknowledgment Form, Proposal Form or the Bidder's Check List. Therefore, ADP, Inc. was determined to have been non-responsive to the requests for proposal and not eligible to be considered for an award.

Empower Software Solutions provided the required State of New Jersey Business Registration Certificate, Stockholders Certificate, Affirm Action Evidence Form, Iranian Disclosure Form, Non Collusion Form, Addenda Acknowledgment Form, Proposal Form, Bidder's Check List and Bid Deposit. Therefore, Empower Software Solutions was determined to have been responsive to the requests for proposal

Kronos, Inc. provided the required State of New Jersey Business Registration Certificate, Stockholders Certificate, Affirm Action Evidence Form, Iranian Disclosure Form, Non Collusion Form, Addenda Acknowledgment Form, Proposal Form, Bidder's Check List and Bid Deposit. Therefore, Kronos, Inc was determined to have been responsive to the requests for proposal and leaving them the only proposer remaining eligible to be considered for an award.

In order to evaluate the remaining proposals, the Township's Chief Financial Officer appointed a proposal review team prior to the receipt of proposals. The members of the team are John Gross, Chief Financial Officer, John Corcoran, Assistant Comptroller, Anne DeSantis, Purchasing Agent, Mauricio Garcia, Information Technology Manager and Bonnie Leskanic, Human Resource Coordinator.

Because of the in-depth nature of the Request for Proposals, the evaluation process required two extensions, one for 46 days from 12/29/2015 to 02/12/2016 and a second extension for 39 days beginning 12/12/2016 to 3/22/2016.

Both remaining proposer, Kronos, Inc. and Empower Software Solutions agreed to the first extension. However, on January 25, 2016, the Township was notified that Empower Software Solutions had been sold to Kronos, Inc. as of January 14, 2016 and would no longer be participating in the proposal process. Kronos, Inc. did agree to the second extension.

In addition to Responsiveness, the remaining proposal was evaluated by the team in accordance with the following award criteria and factors identified to each of the proposers in the Request for Proposal which each vendor responded after the Purchasing:

Ability, capacity and skill the vendor to perform the services effectively and on a timely basis.

After reviewing Kronos, Inc.'s proposal, meeting with their representatives on February 17, 2016 and having reviewed the functionality of the proposed solutions, the support services offered to Township employees, the vendor history, the product suitability, the use of technology, the required infrastructure and the implementation schedule, the review committee has determined that Kronos' Inc. has the ability, capacity and skill the vendor to perform the services effectively and on a timely basis.

Financial strength and stability of the Vendor.

After reviewing Kronos, Inc.'s proposal, meeting with their representatives on February 17, 2016 and having reviewed the functionality of the proposed solutions, the support services offered to Township employees, the vendor history, the product suitability, the use of technology, the required infrastructure and the implementation schedule, the review committee has determined that Kronos' Inc. has the financial strength and stability to meet the Township's needs.

The quality, availability and adaptability of the services to the particular need required.

After reviewing Kronos, Inc.'s proposal, meeting with their representatives on February 17, 2016 and having reviewed the functionality of the proposed solutions, the support services offered to Township employees, the vendor history, the product suitability, the use of technology, the required infrastructure and the implementation schedule, the review committee has determined that Kronos' Inc. has the quality, availability and adaptability of the services to meet the Township's needs.

Evaluation Methodology:

COST

Net cost, including the Township's cost of implementation & ongoing training, for a 1 to 5 year relationship

After reviewing Kronos, Inc.'s proposal, meeting with their representatives on February 17, 2016 and having reviewed the functionality of the proposed solutions, the support services offered to Township employees, the vendor history, the product suitability, the use of technology, the required infrastructure and the implementation schedule, the review committee has determined that Kronos' Inc. cost proposal is within the Township's budget.

MANAGEMENT

Experience and expertise level of key personnel providing such services

After reviewing Kronos, Inc.'s proposal, meeting with their representatives on February 17, 2016 and having reviewed the functionality of the proposed solutions, the support services offered to Township employees, the vendor history, the product suitability, the use of technology, the required infrastructure and the implementation schedule, the review committee has determined that Kronos' Inc.'s experience and expertise level of key personnel providing such services meets the Township's needs.

TECHNICAL

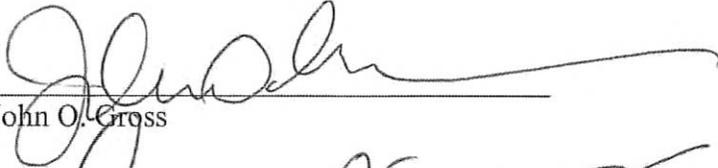
Experience and expertise of providing such services to the public sector.

After reviewing Kronos, Inc.'s proposal, meeting with their representatives on February 17, 2016 and having reviewed the functionality of the proposed solutions, the support services offered to Township employees, the vendor history, the product suitability, the use of technology, the required infrastructure and the implementation schedule, the review committee has determined that Kronos' Inc.'s experience and expertise of providing such services to the public sector meets the Township's needs.

SUMMARY

After having considered all of the fact and factors, the review team unanimously recommends that the Township Council of the Township of West Orange award a contract for Human Capital Management Services to Kronos, Inc. to provide their Workforce Ready product in accordance with the attached proposal.

Respectfully,



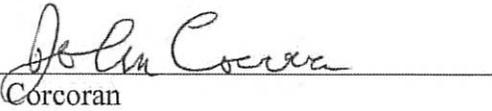
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John O. Gross



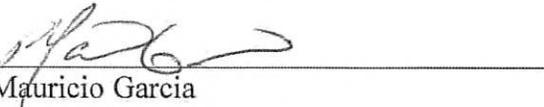
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Anne DeSantis



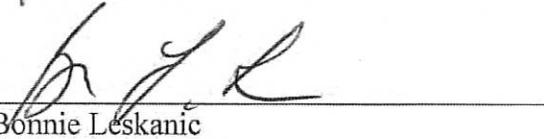
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John Corcoran



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Mauricio Garcia



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Bonnie Leskani

**ATTACHMENT**

**“B”**



# Workforce Ready Order Form

Date: 6/21/2016  
 Version #: 0  
 Expires: 7/21/2016

Customer PO #:  
 Salesperson: Michael Oconnor

Bill To: Attn: Anne DeSantis  
 Township of West Orange  
 66 Main St  
 West Orange, NJ 07052

Ship To: Attn: Anne DeSantis  
 Township of West Orange  
 66 Main St  
 West Orange, NJ 07052

FOB: Shipping Point  
 Shipping Method: FedEx Ground  
 Currency: USD  
 Payment Terms: N30

Solution ID: 0  
 Email Contact: adesantis@westorange.org  
 Phone #: (973) 325-4056

THIS WORKFORCE READY ORDER FORM ("Order Form") is by and between Kronos Incorporated ("Kronos") and the Township of West Orange who has signed in the space provided below or electronically clicked a box indicating its acceptance ("Customer"). Customer has read and agrees to the Workforce Ready Software as a Service Terms and Conditions executed concurrently with this Order Form ("SaaS Terms and Conditions"), including any applicable policies referenced therein. Capitalized terms on this Order Form are defined where they appear on this Order Form or in the SaaS Terms and Conditions. As of the Start Date, Kronos will provide, and Customer will purchase, under the SaaS Terms and Conditions, the SaaS Services listed below. Customer may order additional or amended Services in the future via additional signed or electronically accepted Order Forms. Such Order Forms plus the SaaS Terms and Conditions, whether attached to an Order Form or not, will govern such added or amended Services. To the extent there is any inconsistencies between the Order Form and the SaaS Terms and Conditions, the Order form governs.

Initial Term: Five years  
 Billing Start Date: 90 days from execution of Order Form  
 Renewal Term: One Year  
 Payment Terms: Net 30  
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):  
 SaaS Services for WFR: Monthly in Arrears  
 Equipment Purchase and Support: 50% Deposit, 50% Net 30  
 Professional Services: 50% Deposit, 50% Net 30

Monthly Usage which exceeds the license quantity included in the Minimum Monthly Total will be calculated based on the number of licenses used at the Unit Price listed herein.

### SaaS Services

Item	License/Qty	Unit Price	Price
Workforce Ready Time Keeping	400	\$2.75	\$1,100.00
Workforce Ready Accruals	400	\$0.55	\$220.00
Workforce Ready Payroll	400	\$2.75	\$1,100.00
Workforce Ready HR	400	\$2.75	\$1,100.00
Workforce Ready ACA Manager	400	\$0.28	\$112.00
Workforce Ready Leave	400	\$0.83	\$332.00
Workforce Ready Scheduler	400	\$1.38	\$552.00
Workforce Ready Compensation	400	\$0.55	\$220.00
<b>Minimum Monthly Total:</b>			<b>\$4,736.00</b>

### Equipment - Purchase

Item	Qty	Unit Price	Total Price
Kronos InTouch 9000 H3, Standard, HID Prox	10	\$2,577.00	\$25,770.00
Touch ID Plus Option for H3 InTouch	10	\$720.00	\$7,200.00
<b>Total Price:</b>			<b>\$32,970.00</b>

### Equipment - Purchase Support

Item	Duration	Total Price
DEPOT EXCHANGE SUPPORT SERVICE	1 YR	\$4,050.00
<b>Total Price:</b>		<b>\$4,050.00</b>

### Accessories

Item	Qty	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	10	\$0.00	\$0.00
<b>Total Price:</b>			<b>\$0.00</b>

### Setup Fees

Item	Total Price
Workforce Ready Setup Fee	\$20,500.00
<b>Total Price:</b>	<b>\$20,500.00</b>

### Quote Summary

Item	Total Price
Minimum Monthly Fee	\$4,736.00
Minimum Annual Fee	\$56,832.00
One Time Setup Fees	\$20,500.00
Total Equipment Purchase and Accessories Fee	\$37,020.00

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and service will be deemed given on the day delivery is electronically confirmed.

### Township of West Orange

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### Kronos Incorporated

By: Kathryn Farr  
 Name: Kathryn Farr  
 Title: Assoc. Manager Order Review  
 Date: 7/29/16

## **KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS**

Township of West Orange ("Customer") and Kronos agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS.

### **1. DEFINITIONS**

**"Agreement"** means these terms and conditions and the Order Form(s).

**"Application(s)"** or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement. **"Billing Start Date"** means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

**"Confidential Information"** means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.

**"Customer Content"** means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

**"Documentation"** means technical publications published by Kronos relating to the use of the Services.

**"Educational Content"** has the meanings ascribed in Section 7.3.

**"Equipment"** means the Kronos equipment purchased or rented by Customer under this Agreement.

**"Initial Term"** means the initial term of the Services as indicated on the Order Form.

**"Minimum Contract Value"** means the total of all Monthly Service Fees to be invoiced during the Initial Term or a Renewal Term, as applicable.

**"Monthly Service Fee(s)"** means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

**"Order Form"** means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

**"Personally Identifiable Data"** means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

**"Renewal Term"** means the renewal term of the Services as indicated on the Order Form.

**"Services"** means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

**"Supplier"** means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

**"Term"** means the Initial Term and any Renewal Terms thereafter.

### **2. TERM**

**2.1** The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term

as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

**2.2** Customer may terminate the Services and this Agreement for any reason, in its sole discretion, upon ninety (90) days prior written notice. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

**2.3** Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 15 (Confidential Information). Notwithstanding the foregoing, Customer may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Kronos breach of Section 4.6 (Right to Use); 12 (Data Security), or 15 (Confidential Information).

**2.4** In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

**2.5** If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued as of the date of termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and

(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

### **3. FEES AND PAYMENT**

**3.1** Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 17.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

**3.2** The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form or subject to Section 17.9 below. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15<sup>th</sup> day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15<sup>th</sup> day of a given month will begin to accrue as of the 1<sup>st</sup> day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access

point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

**3.3** Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above or the termination provision set forth in Section 2.2 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

**3.4** If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

**3.5** At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

**3.6** If the Agreement is terminated for any reason, Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued as of termination.

#### **4. RIGHTS TO USE**

**4.1** Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

**4.2** Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

**4.3** Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual

property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

**4.4** Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or in accordance with Section 17.9 below.

**4.5** Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

**4.6** Kronos warrants and represents either that it is the sole owner of the Applications and has the power and authority to grant this license without the consent of any other person, or that it has obtained such consent.

## **5. ACCEPTABLE USE**

**5.1** Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

**5.2** Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

**5.3** Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

## **6. CONNECTIVITY AND ACCESS**

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

## **7. IMPLEMENTATION AND SUPPORT**

**7.1 Implementation.** Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

**7.2 Standard Support.** Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

**7.3 Equipment Support.** If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center,

and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

**7.4 Educational Materials and Content.** Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in \*pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

## **8. CUSTOMER CONTENT**

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

## **9. EQUIPMENT**

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

**9.1 Rented Equipment.** The following terms apply only to Equipment Customer rents from Kronos:

(a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.

(b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.

(c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

(d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).

(e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 7.

(f) Return of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject

to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

**9.2 Purchased Equipment.** The following terms apply only to Equipment Customer purchases from Kronos:

(a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).

(b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

## **10. SERVICE LEVEL AGREEMENT**

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

## **11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY**

**11.1** Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

**11.2** Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

**11.3** Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

(b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or

(c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT

GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

## 12.0 DATA SECURITY

**12.1** As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

**12.2** As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

**12.3** Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

## 13. INDEMNIFICATION

**13.1** Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

**13.2** Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

**13.3** Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b)

Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

**13.4** The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

#### **14. LIMITATION OF LIABILITY**

**14.1** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

**14.2** EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

**14.3** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE OR INFRINGEMENT OF KRONOS INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

**14.4** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

#### **15. CONFIDENTIAL INFORMATION**

**15.1** Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

**15.2** Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

**15.3** This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

## **16. EXPORT**

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Equipment.

## **17. GENERAL**

**17.1** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

**17.2** The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

**17.3** Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

**17.4** Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

**17.5** All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

**17.6** No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

**17.7** The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

**17.8** The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

**17.9** Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH

ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

**17.10** This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

**18. INSURANCE**

At all times during the provision of on-site Services to Customer, Kronos will maintain insurance with policy limits in accordance with the certificate attached hereto as Exhibit A and will deliver to Customer from time-to-time, within a reasonable time after Customer's written request, evidence of such insurance.

DATED: \_\_\_\_\_

CUSTOMER: TOWNSHIP OF WEST ORANGE      KRONOS

BY: \_\_\_\_\_

BY: Kathryn Farr

NAME: \_\_\_\_\_

NAME: Kathryn Farr

TITLE: \_\_\_\_\_

TITLE: Area Manager Order Review

**EXHIBIT A**

Client#: 313009

KRONOS

**ACORD™**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

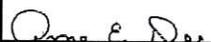
PRODUCER HUB International New England 299 Ballardvale St Wilmington, MA 01887 978 657-5100	CONTACT NAME: <b>NEE Certificates</b>
	PHONE (A/C, No, Ext): <b>978 657-5100</b> FAX (A/C, No): <b>866 475-7959</b> E-MAIL ADDRESS: <b>nee.certificates@hubinternational.com</b>
INSURED  Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Charter Oak Fire Ins Co</b> NAIC # <b>25615</b>
	INSURER B: <b>Travelers Property Casualty Co</b> <b>25674</b>
	INSURER C: <b>Travelers Indemnity Co of Ameri</b> <b>31194</b>
	INSURER D: <b>Zurich American Insurance Compa</b>
	INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6300F198831	10/01/2015	10/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 2,000,000		PRODUCTS - COM/POP AGG	\$ 2,000,000
							\$	
C	AUTOMOBILE LIABILITY			BA0F195804	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP0F198831	10/01/2015	10/01/2016	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB0F144017	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability / E&O (aka Cyber Liab)			EOC013690201	10/01/2015	10/01/2016	2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Professional Liability / E&O (aka Cyber Liability)

CERTIFICATE HOLDER  Evidence of Coverage Kronos Incorporated	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**ATTACHMENT**

**“C”**



**ADP, LLC**  
**MASTER SERVICES AGREEMENT**  
 (cover page)

\_\_\_\_\_  
 (Effective Date)

**ADP, LLC:** 400 W. Covina Blvd., MS 208  
 San Dimas, CA 91773

(referred to herein as "ADP")

**CLIENT:** Township of West Orange  
 66 Main St  
 West Orange, NJ, 07052  
 Attention: Anne DeSantis  
 FEIN:

(referred to herein as "Client")

Client desires ADP to provide to Client the services set forth in this Agreement and ADP desires to provide such services to Client, all as provided in this Agreement.

Therefore, upon the terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the parties hereto agree as follows:

ADP will provide to Client and Client will receive from ADP, all upon the terms and conditions set forth in this Agreement, the Services (as such term is defined in Annex A) specified in this Agreement. This Agreement includes the Annexes marked with an "X" below and each Amendment (as such term is defined in Annex A) attached hereto. Each Annex marked with an "X" below and each Amendment attached hereto is incorporated into this Agreement by this reference as if set forth in this Agreement in full.

- X Annex A: General Terms and Conditions
- X Annex E: ADP Employment Tax
- X Annex G: ADP Print and Online Pay Statements
- X Annex T: ADP Wage Payments: ALINE Pay Traditional
- X Annex W: ADP Wage Garnishments (Disbursement)
- X Pricing Appendix: Service and Fee Schedule
- X Payment Services: Payment Services

**IN WITNESS WHEREOF**, ADP and Client have executed this Agreement to be effective as of the Effective Date set forth above.

<p align="center"><b>ADP, LLC</b></p>  <hr/> <p>(Signature of Authorized Representative)</p> <p><b>Gary Lott</b></p> <hr/> <p>(Name - Please Print)</p> <p><b>DVP/GM</b></p> <hr/> <p>(Title)</p> <p><i>2/25/16</i></p> <hr/> <p>(Date)</p>	<p align="center"><b>TOWNSHIP OF WEST ORANGE</b></p>   <hr/> <p>(Signature of Authorized Representative)</p> <p><b>ROBERT D. PARISI</b></p> <hr/> <p>(Name - Please Print)</p> <p><b>MAYOR</b></p> <hr/> <p>(Title)</p> <hr/> <p>(Date)</p>
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**SECTION 1 THE CLIENT GROUP.**

Township of West Orange

**SECTION 2 ADDRESS OF ADP FOR NOTICES.**

ADP, LLC  
 400 W. Covina Blvd., MS 208  
 San Dimas, CA 91773

**SECTION 3 TERMINATION DATE.**

The termination date is that date which is the 3 year anniversary of the Effective Date.

**SECTION 4 FEE EFFECTIVENESS; FEE CHANGES.**

The fees set forth on the Pricing Appendix will remain fixed for 1 year following the Effective Date. Thereafter, ADP may modify the fees for the Services and will give Client at least 60 days prior written notice of any changes in such fees.

**SECTION 5 COMPLIANCE ASSURANCE PACKAGE SERVICES AND FEES.**

**COMPLIANCE ASSURANCE PACKAGE SERVICES**

**Processing Assumptions**

ERP .....	Kronos WF Ready
Employees .....	400
ADP Company Codes .....	1
Billable Jurisdictions .....	1
Processed Payments per employee per month .....	2
Disbursements per month .....	.10
Aline Cards .....	.0

**Processing**

Compliance Assurance Package .....	\$2.90 per employee per month
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**Overage**

Company Codes in excess of 4 .....	\$75.00 per Company Code per month
Jurisdiction in excess of 24 .....	\$37.50 per Jurisdiction per month
Payments per employee in excess of 7 .....	\$0.50 per Payment per month

**Implementation**

Set-Up Fee and ADP Transporter Interface Base Fee .....	\$2,500.00
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**Optional Items / Services**

Amended Quarterly Return .....	\$100.00 per return
Amended Annual Reconciliation Return .....	\$100.00 per return
Amended W-2 (agency filing copy) .....	\$2.50 per employee per jurisdiction
Applied for Fee .....	\$25.00 per Company Code per month
Report Reproductions .....	\$25.00 per report, plus \$1.00 per page
Hard Copy Closes and Exceptions .....	\$100.00 per occurrence
Tax Registration .....	\$150.00 per tax ID Applied for
Split Wrap Fee .....	\$4.00 per split
ALINE Card Kit .....	\$2.00 per kit
<small>Promotion: ALINE Cardholder Kit fee waived for all cards activated and loaded within the first 90 Days of the Wage Payment Service go live date.</small>	
Territories Included (Guam, Puerto Rico, Virgin Islands) .....	\$500.00 minimum per file processed
W2 Reissue:	
W2-Reissue .....	\$7.00 per reissue
Annual Base Fee .....	\$500.00
W2 Reruns .....	\$1.30 per rerun
W2C:	





W2C .....	\$2.50 per W2C printed
W2C Printing by ADP .....	\$150.00 minimum
Annual Base Fee .....	\$500.00

All delivery charges are the responsibility of the Client during implementation and production processing. Once ADP provides the printed documents to the client's designated carrier (e.g. courier or USPS) ADP has fulfilled distribution requirements

**ALINE Net Pay Impounding Schedule**

- All ALINE net pay will be provided to ADP via reverse wire.
- All ALINE net pay funding will be provided to ADP two business days prior to associated payroll check date.
- For all reverse wire clients, funds must be available by 6:00 AM PST.

**Tax Liability Impounding Schedule**

- All tax liabilities will be provided to ADP via reverse wire.
- Federal withholding, FICA EE/ER, Medicare EE/ER state withholding and local withholding, FUTA and SUI withholding and local withholding taxes will be provided to ADP one business day prior to the associated payroll check date.
- For all reverse wire clients, funds must be available by 6:00 AM PST.

**Wage Garnishment Impounding Schedule**

Client will transmit disbursement information, deductions and liabilities to ADP one business day prior to the associated payroll check date via reverse wire.

- For all reverse wire clients, funds must be available by 6:00 AM PST.

**SECTION 6 EXPENSES.**

In addition to the fees listed in this Pricing Appendix, postage, delivery charges, other similar third party charges, and reasonable travel and out-of-pocket expenses are payable by Client.





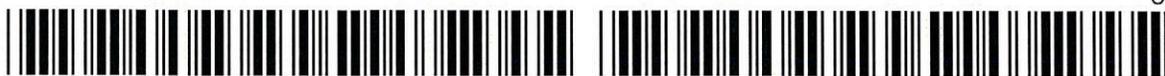
**SECTION 1 DEFINITIONS.**

Capitalized words in this Agreement that are not otherwise defined have the meanings shown below, for both singular and plural forms. Unless otherwise specified, any reference in this Annex to a section or other subdivision is a reference to a section or subdivision of this Annex.

- 1.1 **"ADP Products"** means the Application Programs, tutorials and related documentation delivered to Client by ADP.
- 1.2 **"Amendment"** means a written supplement to this Agreement, signed by Client and ADP, describing additional Services to be provided by ADP to Client.
- 1.3 **"Agreement"** means this Master Services Agreement, each Annex marked on the cover page and each Amendment that supplements this Master Services Agreement, as amended from time to time.
- 1.4 **"Application Programs"** means the computer software programs and modules delivered to Client by ADP as part of the Services but excludes pre-packaged third party software and custom programs developed by ADP for Client.
- 1.5 **"Business Day"** means any day except a Saturday, a Sunday, or a Federal holiday.
- 1.6 **"Client Group"** means Client, Client's majority owned subsidiaries, and affiliates of Client. Affiliates are listed in Section 1 of the Pricing Appendix.
- 1.7 **"Client Infringement Exclusion"** means (i) any change, or enhancement in the ADP Products made by Client or any third party for the Client other than at the direction of ADP, (ii) Client's use of the ADP Products except as permitted under this Agreement or in combination with any hardware, software or other materials not expressly authorized by ADP where absent such combination the ADP Products would be non-infringing, (iii) Client's use of other than the most current release of the ADP Products that results in a claim or action for infringement that could have been avoided by use of the current release, provided that ADP has supplied Client with the most current release at no additional fee, or (iv) the provision by Client to ADP of materials, designs, know-how, software or other intellectual property with instructions to ADP to use the same in connection with the Services.
- 1.8 **"Confidential Information"** means all information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or in connection with any additional services proposed to be provided by ADP, but does not include (i) information the receiving party already knows (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes the terms of this Agreement, non-public personal or financial information relating to a party's employees, customers or clients, all trade secrets, processes, proprietary data, information or documentation or any pricing or product information the disclosing party provides to the receiving party.
- 1.9 **"Effective Date"** means the date written in the space marked "Effective Date" on the cover page of this Agreement.
- 1.10 **"Services"** means the services described in each Annex, the services in each Amendment, and any other services that ADP provides to Client at Client's request.
- 1.11 **"Termination Event"** means with respect to any party, (i) that party becomes the subject of a proceeding under the Bankruptcy Code, (a) seeking the appointment of a trustee, receiver or custodian or (b) seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and the proceeding is not dismissed within 30 days of its commencement, or (ii) that party's Dun & Bradstreet Financial Stress Score is 4 or 5. If part (i) of this Section occurs with respect to Client, Client agrees to promptly use commercially reasonable efforts to seek court authorization to pay all post-petition fees as an administrative expense.

**SECTION 2 THE SERVICES.**

- 2.1 **Use of Services.** Client agrees to use the Services only for the internal business purposes of the Client and the Client Group and that it will be responsible for ensuring that each of the entities included in the Client Group comply with each of the provisions contained in this Agreement applicable to the Client. If interfaces to software being used by Client are to be delivered or maintained by ADP as part of the Services, then Client agrees to obtain and maintain appropriate licenses to such software and other works.
- 2.2 **Accuracy of Client Information, Review of Output.** Client is responsible for the accuracy and timely input of all information provided to ADP by Client or on Client's behalf. Client will promptly review documents and reports provided by ADP and notify ADP of any error or omission discovered by Client or any discrepancy between the information provided by ADP and Client's records, and ADP will correct such error, omission or discrepancy.
- 2.3 **Compliance with Laws.** ADP shall design the Services to assist Client in complying with federal and state legal and regulatory requirements applicable to the Services, and ADP will be solely responsible for any failure of such design. Client will be solely responsible (i) for compliance by Client with all laws and governmental regulations affecting Client's business and (ii) for using the Services in a manner to assist it in complying with same. The Services are not a substitute for the advice of an attorney and do not include any legal, regulatory, accounting or tax advice and each Client Group member will rely solely upon its own advisors with respect to any such advice. Client agrees and acknowledges that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship exists or will be formed between ADP and Client.





**2.4 Data Security.** ADP will take commercially reasonable precautions to prevent the loss of or alteration to Client's data files in ADP's possession. In addition, ADP will establish and follow security measures designed to prevent unauthorized access to Client's data files. ADP maintains appropriate security measures to protect Client's personal information consistent with applicable federal and state laws.

**2.4.1** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's sensitive personal information (an "Incident"), ADP will take appropriate actions to contain and mitigate the Incident, including notifying Client as soon as possible to enable Client to expeditiously implement its response program. At Client's request, ADP will reasonably cooperate with Client to investigate the nature and scope of any Incident.

**2.4.2** In the event that applicable law requires notification to individuals and others of such an Incident, ADP will take additional mitigation steps including providing assistance with the drafting and mailing of such notifications, as well as offering to provide one year of industry standard credit monitoring services and identity theft insurance to each affected individual at no cost to Client. The requirement to offer such monitoring and insurance will only exist for consumers in those jurisdictions where such products are available.

**2.5 Disaster Recovery.** ADP maintains a commercially reasonable disaster recovery plan ("DR Plan"), a copy of the summary of which is available to the Client upon request. ADP agrees to follow its DR Plan. ADP may amend its DR Plan at any time, provided that ADP shall not reduce its disaster recovery ability to less than the disaster recovery ability in effect pursuant to the DR Plan in existence on the Effective Date of this Agreement.

**2.6 Source Documents.** Except as otherwise set forth in this Agreement, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP or inputted by Client or on behalf of Client into the ADP system.

**2.7 Client Instructions.** Client will be responsible for the consequences of any instructions Client may give to ADP, provided that ADP has followed such instructions.

**2.8 Additional Services.** If Client requests additional services offered by ADP on a commercial basis not included in this Agreement, (i) those services will be included in an Amendment, (ii) any Services provided to Client but not included in an Amendment will be provided subject to the terms of this Agreement at ADP's then prevailing fees.

**2.9 Errors and Omissions.** Upon the request of Client, ADP will correct any error or omission made by ADP in connection with the Services at no additional charge to Client.

### SECTION 3 FEES, TAXES AND PAYMENT TERMS.

**3.1 Fees for Services.** Client agrees to pay ADP for the Services provided to any member of the Client Group at the fees shown in the Pricing Appendix.

**3.2 Changes in Scope.** The fees in the Pricing Appendix may be revised by mutual agreement (not to be unreasonably withheld) if Client's actual requirements, specifications, volumes or quantities vary materially from those communicated to ADP as of the Effective Date of this Agreement (e.g., a material change in the number of pays or the pay frequency).

**3.3 Payment Terms.** Client will pay all invoices in full within 30 days of invoice date. All amounts not paid when due are subject to a late payment charge of 1½% per month (not to exceed the maximum allowed by law) of the past due amount from the due date until the date paid. All fees are shown in U.S. Dollars and all payments will be made in U.S. Dollars. In the event that Client's Dun & Bradstreet Financial Stress Score is 4 or 5, then upon ADP's request Client will pay all invoices via direct debit of funds ("DDF"). Client will reimburse ADP for all expenses ADP may incur in collecting any amounts past due under this Agreement.

### SECTION 4 WARRANTIES; DISCLAIMER.

ADP warrants: (i) that it will perform the Services in a good, diligent and professional manner, utilizing personnel with a level of skill commensurate with the Services to be performed; and (ii) that it will comply with all applicable laws and regulations affecting the operation of ADP's business, including any applicable export restrictions and data protection laws. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, CUSTOM PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

### SECTION 5 INTELLECTUAL PROPERTY.

**5.1 Ownership of Proprietary Rights.** Client owns and shall own all rights to Client's data provided to or accessed by ADP, including such Client data as processed or manipulated by ADP in connection with the Services. The ADP Products will at all times remain the exclusive, sole and absolute property of ADP or the third parties from whom ADP has obtained the right to use the ADP Products. Except for the license granted to Client in this Agreement, Client will have no interest in the ADP Products. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the ADP Products and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by ADP and such third parties. Client may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any ADP Products, and Client will not, and will require that its vendors and subcontractors will not, copy, recompile, disassemble, reverse engineer, or make or distribute any other form of or any derivative work from, the ADP Products.





**5.2 ADP Infringement Indemnity.** Subject to Section 5.5, ADP will defend Client in any suit or cause of action, and indemnify and hold Client harmless against, and pay on behalf of Client, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging that the ADP Products as provided by ADP and used in accordance with the terms of this Agreement infringe upon any United States patent, copyright, trade secret, or other proprietary right of a third party, *provided that*, the foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any suit or cause of action to the extent resulting from a Client Infringement Exclusion. If any ADP Product is held or believed to infringe on any third party's intellectual property rights, ADP may, in its sole discretion, (a) modify the ADP Product to be non-infringing, (b) obtain for Client a license to continue using such ADP Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing ADP Product and return to Client any unearned fees paid by Client to ADP in advance. This Section 5.2 states ADP's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

**5.3 Client Infringement Indemnity.** Subject to Section 5.5, Client will defend ADP in any suit or cause of action, and indemnify and hold ADP harmless against, and pay on behalf of ADP, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging infringement upon any United States patent, copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from an allegation of a Client Infringement Exclusion. This Section 5.3 states Client's entire liability and ADP's exclusive remedies for infringement arising from a Client Infringement Exclusion.

**5.4 ADP General Indemnity.** Subject to Section 5.5 and the limits on monetary damages set forth in Section 7.3 and 7.4 of this Annex A, ADP will defend Client in any suit or cause of action, and indemnify and hold Client harmless against, and pay on behalf of Client, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) arising from the acts, errors or omissions of ADP in the provision of the Services provided such acts, errors or omissions are attributable to ADP's failure to comply with its obligations set forth in this Agreement.

**5.5 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned upon the following: (i) the indemnitee ("the Indemnitee") promptly notifies the indemnitor ("the Indemnitor") in writing of such suit or cause of action, (ii) the Indemnitor controls any negotiations or defense and the Indemnitee assists the Indemnitor as reasonably required by the Indemnitor, and (iii) the Indemnitee takes all reasonable steps to mitigate any potential damages that may result.

**SECTION 6 GENERAL PROVISIONS.**

**6.1 Service Organization Control I Reports.** At Client's request, ADP will at no charge provide Client with copies of any routine Service Organization Control ("SOC") I reports ("SOC I Reports") which are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm performing the Statement on Standards for Attestation Engagements #16 review.

**6.2 Employee and Plan Participant Access.** ADP may suspend or discontinue access to the Services by any of Client's employees or plan participants ("Users") if ADP reasonably believes that such User is using the Services in an inappropriate or illegal manner and will promptly advise Client of same. Client shall take all commercially reasonable actions necessary to maintain the privacy of User names and passwords for the Services.

**6.3 Nondisclosure.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep the information confidential. It is understood, however, that ADP may disclose the Client's Confidential Information on a need to know basis to its subcontractors who are performing Services, provided those subcontractors have executed confidentiality agreements and further provided that ADP shall remain liable for any unauthorized disclosure of the Client's Confidential Information by those subcontractors. Notwithstanding Section 5.1 of Annex A, ADP may use the Client's and its employees' and participants' information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate to respond to any summons or subpoena or in connection with any litigation and (iii) to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession, provided that ADP may maintain archival copies subject to the terms of this Section 6.3.

**6.4 No Solicitation of Employees.** Neither party will recruit or solicit (other than as part of a general solicitation in newspapers, websites or similar media) the other's personnel or employees that have become known to a party as a result of the Services performed until the earlier of one year after (i) the termination of this Agreement or (ii) that person is no longer employed by the other party. The provisions of this Section 6.4 will survive the termination of this Agreement.

**6.5 U.S. Government Restricted Rights.** ADP asserts that the Services, the ADP Products and the related materials are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions in FAR §52.227-14, FAR §52.227-19, or DFARS §252.227-7013(c)(1)(ii), as applicable. Contractor is ADP, LLC, 5800 Windward Parkway, Alpharetta, GA 30005.



[\*\*\*ANNEXA1935395-001 \*27 \*467905118252238669601239655906435941478550331913\*3\*6\*\*\*]



**6.6 Independent Contractors.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency, joint venture or partnership between ADP and Client. Neither the employees of ADP nor ADP's subcontractors will be considered employees or agents of Client. Unless expressly stated in this Agreement, none of ADP, its employees or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

**6.7 Services and the Internet.** Data transmitted by ADP in connection with the Services through the Internet is encrypted for Client's protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for Client's access to the Internet, for any interception or interruption of any communications through the Internet, or for changes to or losses of data through the Internet. ADP may suspend Client's use of the Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected. If Client elects ADP's "Federated Single Sign-On" service, additional mutually agreed upon terms and conditions will apply.

**6.8 Use Outside the U.S.** Client will use the Services and the ADP Products only in the U.S. For any agreed upon use of the Services or the ADP Products outside the U.S., Client agrees to comply with any applicable export restrictions, laws and regulations imposed from time to time by the governments of the U.S. or the other country, if any, in which the ADP Products will be used by Client.

**6.9 Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide the Services. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.

## SECTION 7 LIMITATION OF LIABILITY.

**7.1 Restoration of Funds.** If the negligent acts or omissions of ADP's officers, employees or agents result in a loss or misdirection of Client funds in the possession or control of ADP under the terms of this Agreement, ADP will restore the funds to the Client.

**7.2 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

**7.3 Limit on Monetary Damages.** Notwithstanding anything to the contrary contained in this Agreement, but subject to the limited exceptions set forth in the last sentence of this Section 7.3, ADP's aggregate liability hereunder in any calendar year will not exceed: (i) for damages other than as a result of ADP's breach of Section 6.3 (Nondisclosure), an amount equal to twelve (12) times the average monthly fee for ongoing Services paid by Client to ADP for the affected Service during such calendar year (the "**Ordinary Limit**") and (ii) for damages arising from ADP's breach of Section 6.3 (Non-Disclosure), a separate amount equal to twelve (12) times the average monthly fee for ongoing Services paid by Client to ADP for the affected Service during such calendar year (the "**Confidentiality Breach Limit**"). For the avoidance of doubt, the foregoing creates two separate and distinct sums describing ADP's aggregate liability, the Ordinary Limit and the Confidentiality Breach Limit. The aggregate limit set forth herein shall not apply to Sections 5.2 or 7.1 of Annex A, and (if applicable) Section 4 of Annex C, Section 3 of Annex E, Section 5.10 of Annex II, or to ADP's criminal or fraudulent misconduct.

**7.4 No Consequential Damages.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's breach of Section 6.3 of Annex A; provided however, that any consequential damages recovered by Client in a calendar year for such claims will be subject to the Confidentiality Breach Limit set forth in Section 7.3 of Ann





**8.6 Effect of Termination.** Upon expiration or termination of this Agreement, or any Annex or Amendment or any Services for any reason, (i) all licenses and other rights granted to Client under the respective Annex or Amendment or in connection with the terminated Services, will become null and void, (ii) subject to the last sentence of Section 6.3 of Annex A, all materials provided by either party to the other under the respective Annex or Amendment or in connection with the terminated Services, will be returned within five Business Days after the effective date of termination, and (iii) all earned and unpaid fees and expenses will become immediately due and payable. Each party's termination rights in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

**8.7 Termination Assistance.** Upon termination of this Agreement, ADP will return copies of Client's data at ADP's standard rates and will cooperate with Client to provide for an orderly transfer of the Services to Client or Client's successor vendor ("Termination Assistance"). Such Termination Assistance will be provided at ADP's standard rates then in effect, and in no event will ADP be required to provide any ADP Confidential Information in connection with providing any Termination Assistance.

**8.8 Termination for Convenience.** ADP or Client can terminate this Agreement for convenience, without cause, upon at least 90 days prior written notice to the other party.

## SECTION 9 MISCELLANEOUS PROVISIONS.

**9.1 Amendment.** This Agreement may not be modified except by a writing signed by the authorized representatives of ADP and Client.

**9.2 Notices.** All communications required to be sent or given under this Agreement will be in writing and will be duly given and effective immediately if delivered in person or upon confirmation of signature recording delivery, if sent via a nationally recognized overnight courier service with signature notification requested, to Client at the address shown on the cover page of this Agreement or to ADP at the address shown in the Pricing Appendix or to any other address a party may identify in writing from time to time. A copy of all communications to ADP of a legal nature must be sent to ADP, LLC, 400 W. Covina Blvd., MS 208, San Dimas, California 91773, Attention: Legal Department.

**9.3 Injunctive Relief.** In the event of an actual or impending breach of Section 6.3 or 6.4, the non-breaching party, in addition to any remedy available at law, will be entitled to seek equitable relief, including injunction and specific performance.

**9.4 Entire Agreement/Subcontractors.** This Agreement, including the Annexes and Amendments, is the entire agreement and understanding between ADP and Client with respect to the subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between them, and no party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. If any provision of an Annex or Amendment conflicts with a provision of another Annex or Amendment, the provision of each Annex or Amendment will govern, but solely with respect to the Services covered by such Annex or Amendment. Purchase Orders submitted by Client are for Client's internal administrative purposes only and the terms and conditions contained in those purchase orders will have no force and effect. The parties agree that this Agreement may be executed in multiple original copies, identically worded, and that each such executed copy shall constitute an original. Facsimile signatures, or signatures transferred in .pdf or similar format for scanned copies of documents, shall be treated as original signatures for all purposes. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Certain of the Services to be provided by ADP may be provided by subsidiaries of Automatic Data Processing, Inc. or by ADP's subcontractors, and ADP shall be responsible for the performance of those subsidiaries and subcontractors. Mailing and delivery service providers are not ADP's subcontractors, and ADP will not be responsible for the acts or omissions of such mailing and delivery service providers.

**9.5 No Third Party Beneficiaries.** Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. CLIENT AGREES THAT OTHER THAN ADP'S OBLIGATIONS TO CLIENT IN THIS AGREEMENT, ADP HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CLIENT'S EMPLOYEES AND/OR ANY TAXING AUTHORITIES) BY VIRTUE OF THIS AGREEMENT.

**9.6 Force Majeure.** Any party to this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for default.

**9.7 Waiver/Headings/Severability/Survival/Governing Law.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired. The provisions of Section 6.3, 7.3 and 7.4 will survive the termination of this Agreement. This Agreement will be governed by and construed in accordance with the internal laws of the State of New Jersey.

**9.8 ADP's Client List.** ADP may include Client's name and corporate logo on ADP's client list.

**9.9 Insurance.** During the term of this Agreement, ADP shall (directly or through Automatic Data Processing, Inc. its ultimate corporate parent entity) maintain the following insurance coverage in at least the following amounts:

**9.9.1** Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.

**9.9.2** Employer's Liability coverage with a minimum limit of \$500,000 for bodily injury by accident or disease.





**9.9.3** Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations.

**9.9.4** Business Automobile Liability coverage (covering the use of all owned, non owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.

**9.9.5** Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in items 2, 3, and 4 above.

**9.9.6** Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others) with a minimum limit of ten million dollars (\$10,000,000).

**9.9.7** Errors & Omissions coverage (including Cyber Liability) in the amount of ten million dollars (\$10,000,000).

Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Within five (5) business days of the execution of this Agreement, ADP shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. ADP agrees to add Client as an additional insured to the coverages set forth in Sections 9.9.3 (Commercial General Liability) and 9.9.4 (Business Automobile Liability) only. In addition, ADP's insurers or insurance brokers will use reasonable efforts to give thirty days' notice to Client prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that ADP shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, ADP provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above.

Notwithstanding the foregoing, ADP reserves the right to self-insure coverage (directly or through the corporate risk management programs of its ultimate corporate parent, Automatic Data Processing, Inc.), in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time.

This section does not replace or otherwise amend, in any respect, the limitations on ADP's liability as set forth elsewhere in this Agreement.





Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

1. **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
  - 1.1. **"Client Content"** means all information and materials provided by Client, its agents or employees, regardless of form.
  - 1.2. **"Employment Tax Services"** means the coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.
  - 1.3. **"Tax Locator"** has the meaning set forth in Section 3.1.
2. **Service Summary.**
  - 2.1. **Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
3. **Additional Terms.** The following additional terms and conditions apply to the Employment Tax Services:
  - 3.1. **ADP Tax Locator.** The Employment Tax Services in the United States shall include access to the tax locator, a tool which helps Client locate municipal, school district, county and state codes and tax rates for new hires and transferred employees based upon their work and home addresses ("**Tax Locator**"). Client is solely responsible for the accuracy of data Client inputs into the Tax Locator, and the data Client generates and uses from the Tax Locator.
  - 3.2. **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.
  - 3.3. **Additional Termination Provisions for Employment Tax Services.** If the Employment Tax Services are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access. ADP may terminate the Tax Locator feature of the Employment Tax Services at any time by providing 30 days written notice to Client.
  - 3.4. **Further Limitation of Liability.** The provisions of this Section 3.4 supplement the provisions of Section 7.3 of Annex A. The limit on ADP's liability set forth in Section 7.3 of Annex A shall not apply to (i) interest charges imposed by an applicable taxing authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of the Employment Tax Services. The provisions of this Section 3.4 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.





**ANNEX G**  
**ADP PRINT AND ONLINE PAY STATEMENTS**

Client: Township of West Orange

Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

**1. Service Summary.**

**1.1. Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

**2. Additional Terms.** The following additional terms and conditions apply to the Print and Online Statement Services:

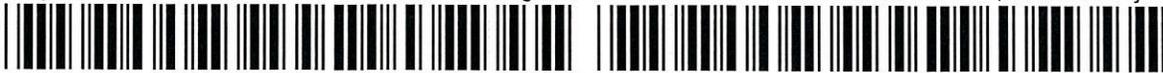
**2.1. Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, or Forms 1099 without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2 or Forms 1099 satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.





Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

1. **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
  - 1.1. "ADPCheck" means checks printed and distributed by ADP to Payees pursuant to Client's direction.
  - 1.2. "ADPCheck Services" refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.
  - 1.3. "ADP Direct Deposit Services" means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.
  - 1.4. "ALINE Card" means the pre-paid card issued to Client's Payees for Permitted Payments.
  - 1.5. "ALINE Card Services" refers to ADP's payment of Client's Payees through an ALINE Card issued by the Issuing Bank.
  - 1.6. "ALINE Cardholder" means the Payees of Client who receives an ALINE Card.
  - 1.7. "Identity Verification Documents" means the documents that meet the federal requirements for verifying a Payee's identity and eligibility to work in the U.S. (e.g., (i) a passport, (ii) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card, or (iii) a U.S. issued driver's license and birth certificate).
  - 1.8. "Issuing Bank" means the financial institution selected by ADP that issues the ALINE Card.
  - 1.9. "NACHA" means the National Automated Clearing House Association.
  - 1.10. "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
  - 1.11. "Permitted Payment" means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.
  - 1.12. "Regulation E" means the Federal Reserve Board, Regulation E (12 CFR 1005).
2. **Service Summaries.**
  - 2.1. **Wage Payment Services.** Payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services and ALINE Card Services.
3. **Additional Terms.** The following additional terms and conditions apply to the Wage Payment Services:
  - 3.1. **ADPCheck Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall provide ADP with a written stop payment order request in the form provided by ADP and ADP shall place a stop payment order in accordance with its standard operating procedures.
  - 3.2. **ALINE Card Services.** To the extent received, Client will be responsible for securing all welcome kits to prevent unauthorized access or use.





**3.2.1. ALINE Cardholder Set-Up.** Client will set-up (or cause ADP to set-up) each Payee as a ALINE Cardholder using data and procedures required by the Issuing Bank or ADP. Client shall obtain all necessary consents of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA, for Payee to (i) receive payments from Client on its ALINE Card and (ii) participate in the ALINE Card Services, and Client is responsible for reviewing and confirming that all enrollment information supplied to ADP is accurate and complete.

Prior to set-up of any Payee on the ALINE Cardholder database and distribution of an ALINE Card to the Payee, Client will verify the Identity Verification Documents. Client shall obtain from the Payee and provide to ADP the following information: (a) name; (b) residential address (a P.O. Box is not acceptable); (c) date of birth; (d) social security number; and (e) personal telephone number. Client agrees to provide any additional information as may be required by ADP or the Issuing Bank. Client will not provide ALINE Card to individuals outside the United States without the express written consent of ADP. Client further agrees that ADP or Issuing Bank (directly or through a subcontractor) may seek identity information and legal documentation directly from the Payee to verify the identity of any Payee and that a Payee may be denied ALINE Card Services for several reasons, including failure to validate the personal information of the Payee. For each ALINE Cardholder, Client will make and preserve either of the following: (1) a copy of the Identity Verification Documents; or (2) a description of the Identity Verification Documents, noting the date reviewed, type of document, and if applicable, the document's identification number, place of issuance and issuance and expiration date, provided Client will preserve a copy of all Identity Verification Documents for Payees who are form 1099 independent contractors. Client shall retain such documentation during the time that such Payee is a ALINE Cardholder until the earlier of (x) five years from termination of Client's obligation to make payments to such Payee or (y) five years from termination of such Payee's ALINE Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and Client shall retain such documentation for such longer retention period.

**3.2.2. Enrolling Employees for Cards.** Prior to providing Payee's information to ADP to issue a permanent ALINE Card or Client enrolling a Payee for an instant issue ALINE Card, Client shall provide each Payee with the notice required under the USA Patriot Act which reads as follows: **"IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a prepaid card account, we may require your name, address, date of birth, social security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank.

Prior to or in conjunction with distributing an ALINE Card to any Payee, Client shall remove the account routing information from the card kit. Client shall not, disclose or make available the account routing (ABA/DDA) number to any Payee and shall always direct Payees to the ALINE Cardholder services telephone number to obtain such account routing (ABA/DDA) number. Payees must accept the ALINE Cardholder Terms and Conditions, and the ALINE Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the ALINE Cardholder Terms and Conditions. Client will provide ALINE Cardholders with any other information and materials regarding the ALINE Card Services provided to it from time to time as determined by ADP. The amounts to be loaded to each ALINE Cardholder's ALINE Card will be provided to ADP by Client through one of ADP's standard payroll transmission methods available to Client or another means agreed to by ADP and Client.

**3.2.3. ALINE Card Status, Services and Communications.** Client is responsible for ensuring that ALINE Cardholders are paid via an alternate pay method in such instances where a ALINE Cardholder's ALINE Card has not been activated, has terminated, cancelled or is in inactive status and even if a Payee has consented to receive their Permitted Payments by the ALINE Card. Client will direct ALINE Cardholders to ADP's ALINE Cardholder services with respect to any Card inquiries, to resolve all disputes regarding ALINE Card and to report any lost or stolen ALINE Cards, provided Client will resolve disputes by ALINE Cardholders regarding amounts credited or debited to the ALINE Cards at the request of Client (e.g., credits as a result of payroll). Client understands that it is not entitled to access or review any ALINE Cardholder transaction information and that it has no right to draw back any amounts funded to the ALINE Card other than due to an error. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable ALINE Cardholder privacy notice, ADP may provide certain ALINE Cardholder transaction information to Client. ALINE Cardholders may receive notices, mailings and other communications related to the Card and Card features (e.g., secondary cards, card portability, reward programs, etc.) from or on behalf of ADP or the Issuing Bank.

**3.2.4. Issuing Bank.** All ALINE Cards issued to ALINE Cardholders are the property of the Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with the Issuing Bank's ALINE Cardholder Terms and Conditions.



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The ALINE Card Services may be modified as required by the Issuing Bank and as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations, including legal and regulatory obligations.

- 3.2.5. ALINE Cardholder Fees.** Client acknowledges that separate fees as set forth on the fee schedule provided in the card kit prior to activation of the ALINE Card will be applied to the ALINE Card and are the responsibility of the ALINE Cardholder. Such ALINE Cardholder fees are subject to change in accordance with the ALINE Cardholder Terms and Conditions applicable to the ALINE Cards.
- 3.2.6. Information Requests.** Client agrees that upon prior notice from ADP or the Issuing Bank, ADP, the Issuing Bank and any regulatory authorities with jurisdiction over the Issuing Bank or ADP shall have the right to inspect Client's books and records related to Client's use of the ALINE Card Services and Client's performance of its obligations with respect thereto.
- 3.2.7. Third Party Beneficiary.** Notwithstanding anything to the contrary in Annex A, Client agrees that the Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement, but solely as it relates to the ALINE Card Services, and is entitled to enforce each of the applicable provisions Client as well as the limit on liability provisions of Section 7 of Annex A, including in equity and in law, as if it or they were a party hereto.
- 3.2.8. Compliance.** Notwithstanding anything to the contrary in Section 2.3 of Annex A, ADP shall be responsible for compliance with requirements of Regulation E applicable to financial institutions with respect to payroll card accounts, provided Client will fulfill the compliance responsibilities of Regulation E that Client controls, including: (a) Client will distribute to its Payees all documentation (including without limitation, ALINE Card fee schedule and ALINE Cardholder Terms and Conditions) that ADP makes available to Client for distribution purposes, and (b) Client will not mandate or unduly influence that any Payee receive Permitted Payments only on the ALINE Card; in lieu of such mandate, Client will provide to Payees other legally permissible options for payment of Permitted Payments. Client agrees that it will not rely solely on its use of the ALINE Card Services in complying with any laws and governmental regulations and that it will comply with the financial industry rules and compliance standards imposed by various card/payment networks or associations (e.g., related to such things as card security and fraudulent or impermissible use of ALINE Cards).
- 3.2.9. Additional Termination Provisions for ALINE Card Services.** In addition to any other terms and conditions of the Agreement, ADP may terminate the ALINE Card Services as follows: (i) the ALINE Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days' notice to Client if ADP or the Issuing Bank believes that any changes in any Network Rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the ALINE Card Services (or any feature thereof) in such jurisdiction; or (ii) the Issuing Bank cancels the ALINE Cards issued on behalf of Client (e.g., due to Client's non-compliance with its obligations) or advises ADP that it is no longer willing to service the ALINE Card, provided that in such later instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing the ALINE Card Services during such search for a successor Issuing Bank.



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**ANNEX W-1**  
**ADP WAGE GARNISHMENTS DISBURSEMENT SERVICES**

Client: Township of West Orange

Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

1. **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
  - 1.1. **"ADPCheck"** means checks printed and distributed by ADP to Payees pursuant to Client's direction.
2. **Service Summary.**
  - 2.1. **Wage Garnishment Disbursement Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.
3. **Additional Terms.** The following additional terms and conditions apply to the Wage Garnishment Disbursement Services:
  - 3.1. **Description of Services.** ADP will act solely in the capacity of a third party service provider of payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow, and/or documents, including documents populated with Client Content, for Client's use and ADP shall not be responsible for compliance of such documents. The Wage Garnishment Disbursement Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.
  - 3.2. **Client's Use of Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.



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Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

1. **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.

1.1. "NACHA" means the National Automated Clearing House Association.

1.2. "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.

1.3. "Payment Services" means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.

2. **Additional Terms.** The following additional terms and conditions apply to the Payment Services:

2.1. **Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery set forth in the Pricing Appendix (or otherwise mutually agreed to in writing by the parties) as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by NACHA as it relates to ADP conducting ACH transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Section 8.4 of Annex A or this Section, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 3 of Annex E), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which has not been paid or reimbursed by Client. If the Payment Services remains suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.

2.2. **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

2.3. **Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

2.4. **Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.





- 2.5. **Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
  
- 2.6. **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.



**RESOLUTION AUTHORIZING APPLICATION AND RECEIPT OF  
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION/NEW JERSEY  
ECONOMIC DEVELOPMENT AUTHORITY HAZARDOUS DISCHARGE SITE REMEDIATION  
FUNDS TO BE UTILIZED FOR THE COST OF THE BROWNFIELD PRELIMINARY  
ASSESSMENT AND SITE INVESTIGATION FOR PROPERTIES LOCATED AT  
18 CENTRAL AVENUE, BLOCK 9, LOT 36 AND 4 TOMPKINS STREET, BLOCK 7, LOT 22**

**WHEREAS**, the Township of West Orange (the "Township") desires to make application for and receive funds from the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the "DEP") Hazardous Discharge Site Remediation Funds (the "HDSRF") Program for the purpose of funding the cost for the Preliminary Assessment (the "PA") and Site Investigation (the "SI") for 18 Central Avenue, Block 9, Lot 35, and 4 Tompkins Street, Block 7, Lot 22; and

**WHEREAS**, the Brownfield PA and SI are necessary to investigate the site for potential contamination to prepare the property for redevelopment; and

**WHEREAS**, the Township has fulfilled the requirements outlined by the DEP for the utilization of HDSRF monies; and

**WHEREAS**, pursuant to Resolution 121-16, the Township has appointed Matrix New World ("Matrix") to conduct the PA and SI at 18 Central Avenue, Block 9, Lot 35, and 4 Tompkins Street, Block 7, Lot 22 (the "Selecto-Flash Properties"); and

**WHEREAS**, pursuant to Resolution 121-16, the Township has also retained Matrix to serve as the Licensed Site Remediation Professional (the "LSRP") to conduct a Preliminary Assessment and Site Investigation at the Selecto-Flash Properties; and

**WHEREAS**, Matrix has agreed that the Preliminary Assessment and Site Investigation at the Selecto-Flash Properties will not commence prior to and is contingent upon the receipt of HDSRF monies from the DEP; and

**WHEREAS**, there is an application fee of \$500.00 payable to the DEP for the application for the subject HDSRF grant.

**NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE** that that Matrix is hereby authorized to make and file the attached application for the subject HDSRF grant on behalf of the Township; and it is further

**RESOLVED**, that the Business Administrator is hereby authorized to execute any and all necessary documents or forms necessary to complete the application for the subject HDSRF grant; and it is further

**RESOLVED**, that Matrix is hereby authorized to provide additional application information and furnish such documents as may be required; and it is further

**RESOLVED**, that Matrix is hereby authorized to act as the authorized correspondent on behalf of the Township for the application for the subject HDSRF grant; and it is further

**RESOLVED**, that the Township authorizes the expenditure of \$500.00 payable to the DEP for the application fee related to the application for the subject HDSRF grant; and it is further

**RESOLVED**, that a copy of this Resolution shall be made available in the Clerk's office to the extent required with applicable law.

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C., Municipal Clerk**

\_\_\_\_\_  
**Victor Cirilo, Council President**

**Adopted: August 9, 2016**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**JOHN O. GROSS, CFO**

**RESOLUTION**

**WHEREAS**, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Seward and Susan Ward (the "Owners") residing at 25 Winding Way, Block 49, Lot 10 (the "Property"), in the amount of Twenty Thousand Dollars (\$20,000.00), which was dated December 28, 2011 and recorded in the Essex County Register's Office on March 9, 2012 in Book 12356, Page 4530 (the "WOHRP Mortgage"); and

**WHEREAS**, there is a first mortgage on the Property from PNC Mortgage, a division of PNC Bank, NA ("PNC") in the outstanding amount of Two Hundred Four Thousand Four Hundred Dollars (\$204,400.00) (the "First Mortgage"); and

**WHEREAS**, the Owners desire to refinance their home to obtain a new mortgage loan from PNC in the amount of Two Hundred Twenty Eight Thousand Five Hundred Dollars (\$228,500.00), and with an interest rate of 3.5% (the "New Mortgage"); and

**WHEREAS**, the New Mortgage will pay off the First Mortgage; and

**WHEREAS**, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

**WHEREAS**, the appraised value of the property is \$383,000; and

**WHEREAS**, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Attachment "A," in favor of PNC with respect to the Property and the Owners; and be it further

**RESOLVED**, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; and be it further

**RESOLVED**, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

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**Karen J. Carnevale, R.M.C.**  
**Municipal Clerk**

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**Victor Cirilo**  
**Council President**

**Adopted: August 9, 2016**

4815-0995-5893, v. 1

# Exhibit “A”

Prepared by & Return to:  
OPTIMA Lender Services  
4640 Richmond Rd, Ste 100  
Cleveland., OH 44128  
(216)342-5006

Property Address:  
**25 Winding Way**  
**West Orange, NJ 07052**

#### SUBORDINATION OF MORTGAGE

THIS SUBORDINATION OF MORTGAGE IS MADE AS OF THE \_\_\_\_\_ day of \_\_\_\_\_, 2016 between **Township of West Orange** whose address is **66 Main Street, West Orange NJ 07052** (hereinafter "Lender"), **Seward and Susan Ward** (hereinafter "Borrower").

**THAT WHEREAS Seward and Susan Ward** has heretofore given to **Township of West Orange** a Note secured by certain Mortgage dated December 28, 2011 in the amount of TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00), and recorded amongst the Essex County, New Jersey official property records on March 9, 2012 in Book 12356, Page 4530, Instrument Number 12020578 upon property hereinafter described as follows:

**SEE EXHIBIT "A" ATTACHED**

The Real Property or its address is commonly known as **25 Winding Way, West Orange, NJ 07052.**

**AND WHEREAS, Seward and Susan Ward** has also heretofore given to **PNC Mortgage, A Division of PNC Bank, N.A., Its Successors and/or Assigns, ATIMA** a Note secured by a Deed of Trust/Mortgage dated \_\_\_\_\_, 2016, and has been recorded in Volume/Instrument No. \_\_\_\_\_, Page \_\_\_\_\_, of the Essex County, New Jersey official property records in a sum not to exceed **\$228,500.00** payable with interest upon the terms and conditions described therein: and

**NOW, THEREFORE, Township of West Orange** does hereby contract and agree that the Deed of Trust/Mortgage to **PNC MORTGAGE, A DIVISION OF PNC BANK, N.A., Its Successors and/or Assigns, ATIMA**, shall be a lien upon said land superior to the a Mortgage/Deed of Trust recorded in Book 12356, Page 4530, Instrument Number 12020578 of the official property records of Essex County, New Jersey.

**IN WITNESS WHEREOF**, Township of West Orange has signed this Subordination Agreement as of the day and date first written above.

**Township of West Orange**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

State of \_\_\_\_\_ ):  
County of \_\_\_\_\_ ):

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of **Township of West Orange** and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
**NOTARY**

**Prepared by and Return to:**  
**OPTIMA Lender Service**  
**4640 Richmond Road, STE 100**  
**Cleveland, OH 44128**  
**(216) 342-5006**

**RESOLUTION**  
**ABANDONED CAR AUCTION**

**Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.**

**BE IT RESOLVED**, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell four (4) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday August 23, 2016 at 2:00 PM in following location:

Twin Towing  
1 Lakeside Avenue  
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell two (2) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday August 23, 2016 at 3:00 PM in following location:

Select Towing  
52 Washington Street  
West Orange, NJ 07052

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**Karen J. Carnevale, R.M.C.**  
**Municipal Clerk**

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**Victor Cirilo**  
**Council President**

**Adopted: August 9, 2016**

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday August 23, 2016 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2002	NISS	1N4AL11DX2C217789
1999	FORD	1FTNE24L9XHC09319
1998	NIS	JN1CA21D7WT529351
2004	HYU	KMHCG35C84U289538

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday August 23, 2016 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1997	LEX	JT8BF22G4V0072998
1999	NIS	JN1CA21A6XT703319

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis  
Purchasing Agent

**RESOLUTION**

**WHEREAS**, the Township of West Orange proposes to remove there single walled fiberglass underground storage tanks at the Public Works Building, 25 Lakeside Avenue; and

**WHEREAS**, the removal and closure of the tanks requires the services of a Licensed Site Remediation Professional (LSRP); and

**WHEREAS**, Manal Baba, LSRP, of the firm T & M Associates, 11 Tindall Road, Middletown, N.J. 07748 submitted a proposal dated July 13, 2016 to provide Project Management including filing a Notice of Intent to close the tanks with the NJDEP, removal and closure supervision including soil sampling and reporting of the closure for a fee not to exceed \$14,300.00; and

**WHEREAS**, Manal Baba is LSRP for soil and groundwater remediation associated with a former and removed underground storage tank at the Public Works Building; and

**WHEREAS**, the proposal of T & M Associates is acceptable to the Township Engineer who recommended by letter dated August 3, 2016 the award of these services; and

**WHEREAS**, the Township Council concurs in the foregoing.

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of West Orange that a Professional Services Contract be awarded to Manal Baba, LSRP, of T & M Associates, 11 Tindall Road, Middletown, N.J. 07748, to provide Licensed Site Remediation Professional Service associated with the removal of three underground storage tanks at the Public Works Building, 25 Lakeside Avenue in accordance with their proposal dated July 13, 2016 for a fee not to exceed \$14,300.

**BE IT FURTHER RESOLVED** that T & M Associates provide the Township with a Certificate of Insurance that names the Township as an additional insured for Professional Liability.

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Karen J. Carnevale, R.M.C.  
Municipal Clerk

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Victor Cirilo  
Council President

**Adopted: August 9, 2016**

**I hereby certify funds are available from Account No. 03-2450-15-0050-030-UST Site Remediation**

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John O. Gross, CFO



**RESOLUTION**

**WHEREAS**, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<b><u>Organization</u></b>	<b><u>Date of Event</u></b>	<b><u>Place</u></b>	<b><u>RL No.</u></b>
Our House Foundation Off Premise 50/50	Sept. 29, 2016	481 Eagle Rock Avenue	7316
Our Lady of Lourdes Church. Off Premise 50/50	Nov. 15, 2016	1 Eagle Rock Avenue	7317
Livingston Education Foundation On Premise 50/50	Oct. 20, 2016	350 Pleasant Valley Way	7318

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**Karen J. Carnevale, R.M.C., Municipal Clerk**

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**Victor Cirilo, Council President**

**Adopted: August 9, 2016**

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE MORRIS COUNTY  
COOPERATIVE PRICING COUNCIL, BY THE TOWNSHIP OF RANDOLPH,  
ACTING AS LEAD AGENCY**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a cooperative agreement for the purchase of work, materials and supplies; and

**WHEREAS**, the Morris County Cooperative Pricing Council (MCCPC) was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of educations, and other public bodies located in the Morris County and adjoining counties; and

**WHEREAS**, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

**WHEREAS**, The TOWNSHIP OF WEST ORANGE is desirous to renew membership in the MCCPC.

**NOW, THEREFORE, IN CONSIDERATION** of the promises and of the covenants, terms and conditions herein set forth, it is mutually agreed as follows:

1. The term of this agreement shall be October 1, 2016 to September 30, 2021, subject to the approval of the Division of Local Government Services. Each Contracting Unit shall execute a separate, identical Agreement with the MCCPC establishing or renewing its membership with the MCCPC. All parties shall have approved the within Agreement by Ordinance or Resolution as appropriate. An executed Agreement and authorizing Ordinance or Resolution shall be submitted to the Lead Agency. Any party to this Agreement shall give written notice to the Lead Agency of its intention to terminate its participation in the MCCPC by August 31<sup>st</sup> of any year during the Agreement term. Said termination shall be effective on October 1<sup>st</sup> following said notice. The withdrawal of any member in the MCCPC shall not invalidate the Agreement.
2. The MCCPC shall be administered by the Lead Agency. The Lead Agency is hereby designated as Randolph Township. The Lead Agency shall prepare bid specifications, advertise for bids, receive and evaluate bids, receive and evaluate bids and award contracts pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.
3. The Lead Agency shall have sufficient funds to enable it to administer the MCCPC. It is agreed that each member shall pay to the Lead Agency an annual fee of One Thousand Two Hundred Fifty Dollars ((\$1,250.00) as their estimated prorated share of the administrative expenses. A DISCOUNT IN THE AMOUNT OF ONE HUNDRED AND FIFTY DOLLARS (\$150.00) SHALL BE APPLIED TO MEMBERS WHO SUBMIT THEIR PAYMENT EARLY.

A reduced fee of One Thousand One Hundred Dollars (\$1,100.00) can be submitted in lieu of the full fee if said payment is received by the Lead Agency within forty-five (45) days from the date of the invoice. The full fee is due to the Lead Agency within Ninety (90) days from receipt of the invoice from the Lead Agency. Failure of any member to submit the annual fee to the Lead Agency within ninety (90) days of the date of the invoice shall result in the termination of membership.

The annual fee is for the administration of the MCCPC and does not cover fees associated with litigation costs.

Members may join or rejoin the MCCPC at any time for a prorated fee to be determined by the Lead Agency.

4. Each member of the MCCPC shall provide the Lead Agency with one contact person. The MCCPC shall provide the designated contact person for each member with all notices and correspondence related to the MCCPC.
5. The Lead Agency shall hold an annual meeting of the members to update the members on the MCCPC activities, provide a forum for the exchange of ideas and to address any concerns.

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by

and between:           Township of West Orange  
                              66 Main Street  
                              West Orange, New Jersey

and:                     Morris County Cooperative Pricing Council  
                              Township of Randolph Acting as Lead Agency  
                              502 Millbrook Avenue  
                              Randolph, NJ 07869

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C.,  
Municipal Clerk**

\_\_\_\_\_  
**Victor Cirilo, Council President**

**Adopted: August 9, 2016**

## RESOLUTION

**WHEREAS**, the Township Council by Resolution No. 215-15 dated August 11, 2015 awarded the contract Street Improvements, Phase II, 2015 Re-Bid in the amount of \$3,086,160.43 to Reggio Construction, Inc., 1575 West Street, Fort Lee, N.J. 07024; and

**WHEREAS**, this contract included improvements to 21 streets totaling about 3.25 miles in length; and

**WHEREAS**, the Township Council by Resolution No. 274-15 dated November 24, 2015 authorized Change Order No. 1 to this contract in the amount of \$15,000.00; and

**WHEREAS**, one of the 21 streets included Woodland Avenue from the bridge at the Peckman River to Terrace Avenue; and

**WHEREAS**, the Municipal Engineer advised the Township Council of the need to improve an additional section of Woodland Avenue from Terrace Avenue to Prospect Avenue, Terrace Avenue from Woodland Avenue to Seaman Road and Redwood Avenue from Woodland Avenue to the dead end at the Montclair Golf Club; and

**WHEREAS**, the Municipal Engineer recommends Change Order No. 2 be approved with Reggio Construction Inc. to improve portions of these three streets and take advantage of the economies of scale that will accrue while improving these streets in conjunction with the Improvement of Woodland Avenue from the Peckman River to Terrace Avenue under the 2015 contract prices; and

**WHEREAS**, the estimated cost to improve portions of these three additional streets which total 0.309 mile under Change No. 2 to the contract Street Improvements Phase II, 2015, Re-Bid is \$293,400; and

**WHEREAS**, Change Order No. 2 amounts to a 9.5 percent increase in the original project amount and Change Order No. 1 with Change Order No. 2 amount to a ten percent increase in the original contract amount; and

**WHEREAS**, sufficient funds exist for the additional work under Change Order No. 2; and

**WHEREAS**, the Township Council concurs in the foregoing.

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of West Orange that Change Order No. 2 for the contract Street Improvements, Phase II, 2015, Re-Bid with Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024 in the amount of \$293,400 representing a 9.5% increase in the original contract amount to improve portions of these additional streets, Woodland Avenue from Terrace Avenue to Prospect Avenue, Terrace Avenue from Woodland Avenue to Seaman Road and Redwood Avenue from Woodland Avenue Seaman Road and Redwood Avenue from Woodland Avenue to the dead end is hereby approved.

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C., Municipal Clerk**

\_\_\_\_\_  
**Victor Cirilo, Council President**

**Adopted: August 9, 2016**

**I hereby certify funds are available from:      ACCOUNT NO. 03-2475-16-0060-010  
2016 STREET RESURFACING**

\_\_\_\_\_  
**John O. Gross, Chief Financial Officer**

**RESOLUTION TO HOLD A CLOSED SESSION**

**WHEREAS**, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

**WHEREAS**, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

**WHEREAS**, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

**BE IT RESOLVED**, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of August 9, 2016 enter into a closed session to consider the following matter(s).

- ( ) 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- ( ) 2. A collective bargaining agreement or the terms of provisions of same.
- ( ) 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- ( ) 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- ( ) 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- ( ) 7. Personnel matters.
- ( ) 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- ( ) 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- ( ) 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- ( ) 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

**Pending or anticipated litigation or contract negotiation**

- a. **185-16 Resolution Approving a Two Year Extension of the Current License Agreement with Reliable Wood Products, LLC, 398 Lincoln Blvd., Middlesex, NJ 08846 (Legal-Trenk)**

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

**IT IS FURTHER RESOLVED** that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing Resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **August 9, 2016**.

Motion: Susan McCartney

Second: Victor Cirilo

**Vote**

Aye: 5

Opposed: 0

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**Karen J. Carnevale, R.M.C.**  
**Municipal Clerk**

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**Victor Cirilo**  
**Council President**

**Adopted: August 9, 2016**

**AN ORDINANCE AMENDING CHAPTER 14, SECTION 8.2A OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(FAILURE TO COMPLY WITH ICE, SNOW, OR GRASS REMOVAL;  
ENFORCEMENT.)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF  
WEST ORANGE**, in the County of Essex and State of New Jersey, that Chapter 14, Section  
8.2A of the Revised General Ordinances is hereby amended as follows:

**I. PURPOSE**

The purpose of this ordinance is to ensure continuing compliance with the property maintenance standards set forth in the Township Code by updating the Township’s ability to bring properties within the Township into accordance with certain sections of Chapter XIV of the Township Code. In addition, this ordinance permits the Township to place a lien on the property after performing such work as necessary to bring the property into compliance with the Township Code.

**II. CHAPTER 14, SECTION 8.2A SHALL BE AND HEREBY IS AMENDED AND  
SUPERSEDED TO READ AS FOLLOWS:**

**14-8.2A Failure to Comply with Ice, Snow, or Grass Removal; Enforcement.**

- a. If the owner or operator of any premises within the Township shall neglect or refuse to comply with subsections 14-8.1a; 14-8.1b; 14-8.2a,2; 14-8.2a,5; 14-8.2b,1; 14-8.2b,4; or 14-8.2b,6, then the Department of Public Works or a suitable third-party vendor approved by the Director of the Department of Public Works may complete any work on the premises in order to bring the premises into compliance with the Township Code.
- b. Upon the completion of any maintenance contemplated by paragraph a. of this subsection, and upon the Township’s issuance or receipt of an invoice for services rendered, the Township may obtain a lien against the applicable real property for the cost of services and all costs related thereto, including all attorneys’ fees and expenses incurred related thereto. Such lien shall be authorized pursuant to a resolution approved by the Township Council.

**III. REPEAL OF CONFLICTING ORDINANCES**

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**IV. SEVERABILITY**

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

**V. EFFECTIVE DATE**

This Ordinance shall take effect upon final passage and publication in accordance with the law.

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**ROBERT D. PARISI, MAYOR**

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**VICTOR CIRILO, COUNCIL PRESIDENT**

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**KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK**

**Introduced: August 9, 2016**

**Adopted: September 6, 2016**

### **Legislative History**

This ordinance is drafted to update the Township Ordinances to ensure the continuing safety of Township residents. The ordinance permits the Township to make necessary repairs and maintenance and remove ice, snow, debris and other impediments which may potentially cause harm to Township residents and visitors on the sidewalks and other spaces. The ordinance is revised to remove the three days' notice to owners or operators of property previously provided. This ordinance permits the Township to immediately resolve any public safety issues as a result of an owner or operator's neglect or refusal to maintain a property to the standards of the Township Code. The ordinance permits the Township to combat blighting conditions that result from the lack of maintenance by owners or operators of premises within the Township. The ordinance also permits the Township to place a lien on any property for the costs and expenses incurred by the Township in accordance with this ordinance. Such lien must be authorized pursuant to a resolution considered and approved by the Township Council.

4812-8293-5349, v. 1