



Millstone Borough
REGULAR MEETING AGENDA
November 20, 2023

In Compliance with the Open Public Meetings Act and NJ State Executive Orders, the Borough Council meeting will be held both in person and virtually. The virtual portion of the meeting will be conducted via the Zoom Meeting program and all are invited to participate. Meeting details are as follows;

Millstone Borough Council monthly regular meetings
Every Third Monday of the Month at 7: 30 PM

March 20, 2023 07:30 PM	April 17, 2023 07:30 PM	May 15, 2023 07:30 PM
June 19, 2023 07:30 PM	July 17, 2023 07:30 PM	Aug 21, 2023 07:30 PM
September 18, 2023 07:30 PM	October 16, 2023 07:30 PM	November 20, 2023 07:30 PM
December 18, 2023 07:30 PM		

Join Zoom Meeting

<https://us02web.zoom.us/j/87610301473?pwd=dnJoMwZcTcwa2h5cjZRbVpvWHk4QT09>

Meeting ID: 876 1030 1473

Passcode: 244337

One tap mobile

+19292056099,,87610301473#,,, *244337# US (New York)

+13017158592,,87610301473#,,, *244337# US (Washington DC)

Find your local number: <https://us02web.zoom.us/j/87610301473?pwd=dnJoMwZcTcwa2h5cjZRbVpvWHk4QT09>

TIME: 7:30 PM

CALL TO ORDER – OPENING STATEMENT: The Regular meeting of the Borough Council, Borough of Millstone will please come to order. Adequate notice of this meeting has been noticed to the Hillsborough Beacon and Courier News. If any member of this body believes this meeting is being held in violation of the Open Public Meetings Act, please state your views at this time, stating the reason for which you feel the notice is improper. Hearing none, we proceed to the next item on the agenda.

PLEDGE TO THE FLAG:

ROLL CALL:

- Councilwoman Mandy Coppola
- Councilman Robert Galli
- Councilwoman Nicole Grimshaw
- Councilwoman Karin Kidd
- Councilman Jonathan Stashek
- Council President Alan Kidd
- Mayor Raymond Heck

Also Present:

MINUTES:

- October 16, 2023 regular meeting minutes

REPORTS:

- Assessor –



Millstone Borough

REGULAR MEETING AGENDA

November 20, 2023

-
- Clerk –
 - Emergency Management (OEM/State Police/Fire) –
 - Finance/Tax Collection –
 - Historic Commission –
 - Recreation Commission –

COUNCIL REPORTS:

- Buildings and Grounds –
- Planning Board –
- Traffic and Roads –

MAYOR'S REPORT:

MEETING OPEN TO THE PUBLIC:

- Motion to Open the Meeting to the Public
- Motion to Close the Meeting to the Public

CLAIMS FOR PAYMENT

- **RESOLUTION AUTHORIZING THE PAYMENT OF CLAIMS AGAINST THE BOROUGH OF MILLSTONE**

WHEREAS, request for payment has been made in connection with the attached claims against the Borough of Millstone as shown on the attached detail; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay for the following claims; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF MILLSTONE IN THE COUNTY OF SOMERSET, NEW JERSEY, that the proper Borough Officials are hereby authorized to pay the following bills, subject to and contingent upon appropriation of sufficient funds and that this authorizing Resolution be and is hereby made a part of the official records of the Borough of Millstone.

NEW BUSINESS:

- **RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS IN THE BOROUGH OF MILLSTONE CALENDAR YEAR 2023 BUDGET AMONG CURRENT FUND APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-59**

WHEREAS, N.J.S.A. 40A: 4-59 authorizes the transfer of funds during the last two months of a fiscal year and during the first three months of the subsequent fiscal year; and

WHEREAS, certain calendar year 2023 appropriations as budgeted are insufficient to meet the needs for which appropriations were originally established while certain other appropriations appear to have surplus



Millstone Borough
REGULAR MEETING AGENDA
November 20, 2023

appropriations not currently required to pay claims against the Borough of Millstone for which they were budgeted; and

WHEREAS, the following details indicate the account to which funds need to be transferred and the account from which funds need to be transferred from to ensure adequate appropriations exist where needed to pay claims against the Borough.

FROM:	TO:
3-01-20-130-200 – FINANCE, OE - \$2,000.00	3-01-26-300-200 – BLDGS AND GROUNDS, OE - \$6,000.00
3-01-20-140-200 – INFORMATION TECH, OE - \$4,000.00	
TOTAL: \$6,000.00	TOTAL: \$6,000.00

NOW, THEREFORE, IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF MILLSTONE IN THE COUNTY OF SOMERSET NEW JERSEY, that the proper Borough Officials are hereby authorized to transfer **\$6,000.00** of funds as indicated in the foregoing details from the designated appropriation having apparent surplus balances to the designated appropriation having an apparent insufficient balance to ensure that an adequate appropriation balance exist where needed.

- **RESOLUTION TO APPROVE A CONTRACT WITH R&L DATA CENTERS FOR PAYROLL RELATED SERVICES.**

WHEREAS, there is a need for a firm to provide payroll related services for the Borough; and

WHEREAS, the Chief Financial Officer has interviewed firms to provide said services; and

WHEREAS, the Chief Financial Officer has recommended the hiring of R&L Data Services.

NOW THEREFORE BE I RESOLVED by the Mayor and Borough Council of the Borough of Millstone, County of Somerset, State of New Jersey that the Mayor and Borough Clerk are authorized to sign an agreement with R&L Data Services to perform payroll related services to the Borough.

- **DISCUSSION – BEST PRACTICES INVENTORY REVIEW**

OLD BUSINESS:

- Sewers –
- LEPC –
- FEMA/Mitigation –
- Status of PILOT –

EXECUTIVE SESSION (if necessary):

WHEREAS, the law commonly known as the “Sunshine Law” requires that Borough Council meetings be open to the public except for the discussion of certain subjects; and



Millstone Borough
REGULAR MEETING AGENDA
November 20, 2023

WHEREAS, the “Sunshine Law” requires that a closed session be authorized by Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Millstone that the balance of this meeting shall be closed to the public; and

BE IT FURTHER RESOLVED, that the meeting shall be adjourned at the end of the closed session; and

BE IT FURTHER RESOLVED, that the subjects to be discussed and the time of public release of the minutes of the closed session are indicated below:

<u>SUBJECT MATTER</u>	<u>TIME WHEN AND THE CIRCUMSTANCES UNDER WHICH THE SUBJECT MATTER CAN BE DISCLOSED</u>
-----------------------	--

ADJOURNMENT of Regular Meeting:

Attested to:

Gregory J. Bonin, Borough Clerk



Millstone Borough

REGULAR MEETING AGENDA

November 20, 2023

Millstone Borough Claims list

November 16, 2023 05:11 PM	Millstone Borough Purchase Order Listing By P.O. Number		Page No: 1
P.O. Type: All Open: N Paid: Y Void: N Range: First to Last Rcvd: N Held: N Aprv: N Format: Detail without Line Item Notes Paid Date Range: 10/17/23 to 12/31/23 Bid: Y State: Y Other: Y Exempt: Y Vendors: All Include Non-Budgeted: Y Rcvd Batch Id Range: First to Last			
PO #	PO Date	Vendor	Contract PO Type
Item Description	Amount	Charge Account	Acct Type Description
			First Rcvd Chk/Void
			Stat/Chk Enc Date Date Date Invoice
21-00102 09/21/21 MOTTMACD MOTT MACDONALD			
7 CONCEPTUAL DESIGN FOR SANITARY	1,390.00	C-04-55-222-011	B RESERVE FOR PRELIMINARY EXPENSES P 121 09/21/21 11/07/23 11/12/23 507494368
23-00004 01/05/23 PSEG PSEG			
12 ELEC;65-081-353-09;AMNELL&MAIN	117.33	3-01-31-435-205	B STREET LIGHTING P 5755 06/11/23 11/10/23 11/12/23 80: 11/3/23
23-00005 01/08/23 PSEG PSEG			
12 ELEC;66-363-804-03;AMNELL ROAD	114.44	3-01-31-435-205	B STREET LIGHTING P 5756 06/11/23 11/10/23 11/12/23 80: 11/3/23
23-00006 01/08/23 PSEG PSEG			
11 ELEC;13 014 015 01 VARIOUS	794.55	3-01-31-435-205	B STREET LIGHTING P 5757 07/02/23 10/24/23 11/12/23 80: 10/10/23
12 ELEC;13 014 015 01 VARIOUS	762.89	3-01-31-435-205	B STREET LIGHTING P 5757 07/02/23 11/10/23 11/12/23 80: 11/7/23
	1,557.44		
23-00007 01/22/23 VERIZONW VERIZON WIRELESS			
12 WIRELESS COMMUNICATIONS	216.18	3-01-31-440-210	B TELEPHONE P 5728 06/11/23 11/11/23 11/11/23 80: 10/25/23
23-00008 01/08/23 COMCAST COMCAST			
11 INTERNET/VOICE SERVICE	236.40	3-01-31-440-210	B TELEPHONE P 5727 06/11/23 10/29/23 10/29/23 80: 10/11/23
23-00009 01/08/23 NJAMMATE NJ AMERICAN WATER			
11 ACCT 210022093410; MAIN ST	31.94	3-01-26-300-200	B BUILDINGS&GROUNDS-OTHER EXPENSES P 5752 09/10/23 11/11/23 11/12/23 80: 11/3/23
23-00010 01/08/23 COMPASS COMPASSMSP			
21 MICROSOFT EMAIL-OCTOBER	96.00	3-01-20-140-200	B INFORMATION TECHNOLOGY - OTHER EXPENSES P 5749 06/01/23 10/24/23 11/12/23 183842
22 365 LICENSE - OCTOBER	25.00	3-01-20-140-200	B INFORMATION TECHNOLOGY - OTHER EXPENSES P 5749 06/01/23 10/24/23 11/12/23 183842
	121.00		
23-00022 01/17/23 REPUBLIC REPUBLIC SERVICES			
11 SANITATION SERVICES; 9865002	3,740.00	3-01-26-305-200	B SANITATION-OTHER EXPENSE P 5758 06/11/23 11/07/23 11/12/23 2451398
23-00024 01/17/23 RLDATA R & L DATA CENTERS			
11 SEPTEMBER PAYROLL	168.00	3-01-20-100-200	B A&E-OTHER EXPENSES P 5759 06/11/23 10/24/23 11/12/23 110594



Millstone Borough

REGULAR MEETING AGENDA

November 20, 2023

November 16, 2023
05:11 PM

Millstone Borough
Purchase Order Listing By P.O. Number

Page No: 2

PO #	PO Date	Vendor	Amount	Charge Account	Contract Acct Type Description	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00024	01/17/23	RLDATA R & L DATA CENTERS			Continued						
	12	OCTOBER PAYROLL	168.00	3-01-20-100-200	B A&E-OTHER EXPENSES		P	5759 06/11/23	11/11/23	11/12/23	110835
			336.00								
23-00025	01/30/23	NJAMMATE NJ AMERICAN WATER									
	11	ACCT 210022797651; HYDRANTS	1,066.72	3-01-25-265-202	B FIRE HYDRANT SERVICE		P	5753 06/11/23	10/29/23	11/12/23	80: 10/18/23
23-00026	01/30/23	AMCONTRA A.W. CONTRACTING									
	9	LANDSCAPE SERVICES-OCT	423.00	3-01-26-300-200	B BUILDINGS&GROUNDS-OTHER EXPENSES		P	5748 08/14/23	11/11/23	11/12/23	3801
23-00030	01/31/23	OFFENSTE STEPHEN OFFEN									
	16	LEGAL SERVICES - OCTOBER	300.00	3-01-20-155-200	B LEGAL-OTHER EXPENSES		P	5754 01/31/23	11/07/23	11/12/23	11323972
	17	LEGAL SERVICES - OCTOBER	200.00	3-01-20-155-200	B LEGAL-OTHER EXPENSES		P	5754 01/31/23	11/07/23	11/12/23	11323971
			500.00								
23-00034	02/16/23	VCS70854 VISUAL COMPUTER SOLUTIONS									
	12	POLICE SERVICES-10/5,10/9,	1,197.72	3-01-42-390-212	B INTERLOCAL POLICE SERVICE		P	5766 02/16/23	11/07/23	11/12/23	470003043
	13	POLICE SERVICES-10/13,10/17	798.48	3-01-42-390-212	B INTERLOCAL POLICE SERVICE		P	5766 02/16/23	11/07/23	11/12/23	470002978
	14	POLICE SERVICES-10/18,10/23	798.48	3-01-42-390-212	B INTERLOCAL POLICE SERVICE		P	5766 02/16/23	11/07/23	11/12/23	470003003
	15	POLICE SERVICES-10/31, 11/2	2,395.44	3-01-42-390-212	B INTERLOCAL POLICE SERVICE		P	5767 02/16/23	11/16/23	11/16/23	470003077
			5,190.12								
23-00056	05/17/23	MOTTMACD MOTT MACDONALD									
	5	ENGINEERING SERVICES IN	495.00	C-04-55-222-011	B RESERVE FOR PRELIMINARY EXPENSES		P	121 05/17/23	11/07/23	11/12/23	507494397
23-00100	09/25/23	RRDONNEL R.R. DONNELLEY									
	1	CERTIFIED COPY OF VITAL RECORD	106.50	3-01-20-145-200	B TAX COLLECTOR-OTHER EXPENSES		P	5760 09/25/23	11/11/23	11/12/23	886752296
	2	CERTIFIED COPY OF VITAL RECORD	46.25	3-01-20-145-200	B TAX COLLECTOR-OTHER EXPENSES		P	5760 09/25/23	11/11/23	11/12/23	886752296
			152.75								
23-00110	10/22/23	NJPENSIO STATE OF NEW JERSEY									
	1	RETRO SALARY INCREASE	35.88	3-01-55-901-004	B DUE TO/FROM PAYROLL		P	350 10/22/23	10/24/23	10/24/23	
23-00111	10/24/23	SOMECL0F SOMERSET COUNTY CLERK									
	1	2023 PRIMARY ELECTION	214.10	3-01-20-120-200	B ELECTIONS-OTHER EXPENSES		P	5761 10/24/23	10/24/23	11/12/23	
23-00112	10/24/23	SOMERENG SOMERSET COUNTY ENGINEERING									
	1	ENGINEERING SERVICES-HERITAGE	2,413.40	3-01-20-165-200	B ENGINEERING-OTHER EXPENSES		P	5765 10/24/23	10/29/23	11/12/23	546
	3	ENGINEERING SERVICES-	334.71	3-01-20-165-200	B ENGINEERING-OTHER EXPENSES		P	5765 10/29/23	10/29/23	11/12/23	547



Millstone Borough

REGULAR MEETING AGENDA

November 20, 2023

November 16, 2023 05:11 PM	Millstone Borough Purchase Order Listing By P.O. Number						Page No: 3
PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type Acct Type Description	First Rcvd Stat/Chk Enc Date Date	Chk/Void Date Invoice
23-00112	10/24/23	SOMERENG SOMERSET COUNTY ENGINEERING		Continued			
4		ENGINEERING SERVICES-	1,242.50	3-01-20-165-200	B ENGINEERING-OTHER EXPENSES	P 5765 10/29/23 10/29/23	11/12/23 548
			3,990.61				
23-00114	10/31/23	SOMERCTY SOMERSET COUNTY					
1		ADD/OMITTED 2023 TAXES-COUNTY	257.88	3-01-55-907-001	B COUNTY TAXES PAYABLE	P 5762 10/31/23 10/31/23	11/12/23 ADD/OMIT
23-00115	10/31/23	SOMERCTY SOMERSET COUNTY					
1		ADD/OMIT 2023 TAXES-OPEN SPACE	26.04	3-01-55-907-001	B COUNTY TAXES PAYABLE	P 5763 10/31/23 10/31/23	11/12/23 ADD/OMIT
23-00116	10/31/23	SOMERCTY SOMERSET COUNTY					
1		ADD/OMITTED 2023 TAXES-LIBRARY	36.12	3-01-55-907-001	B COUNTY TAXES PAYABLE	P 5764 10/31/23 10/31/23	11/12/23 ADD/OMIT
23-00117	11/01/23	MILLPAYR MILLSTONE BORO PAYROLL					
1		NOVEMBER PAYROLL	4,053.64	3-01-55-901-004	B DUE TO/FROM PAYROLL	P 555 11/01/23 11/01/23	11/01/23
2		NOVEMBER PAYROLL -DASI	311.04	3-01-36-472-213	B SOCIAL SECURITY	P 555 11/01/23 11/01/23	11/01/23
3		NOVEMBER PAYROLL-SUI	12.19	3-01-55-901-005	B DUE TO/FROM SUI	P 555 11/01/23 11/01/23	11/01/23
			4,376.87				
23-00118	11/11/23	EDMUNDS EDMUNDS & ASSOCIATES					
1		TAX SOFTWARE SUPPORT 2024	3,284.00	3-01-20-110-200	B MAYOR & COUNCIL-OTHER EXPENSES	P 5750 11/11/23 11/11/23	11/12/23 24-IN1543
23-00119	11/11/23	HILLSBOR HILLSBOROUGH BD OF EDUCATION					
1		2023-2024 SCHOOL YR-NOV PYMT	151,911.00	3-01-55-906-001	B LOCAL SCHOOL TAXES PAYABLE	P 5751 11/11/23 11/11/23	11/12/23 NOV PYMT
Total Purchase Orders: 25		Total P.O. Line Items: 37	Total List Amount: 179,820.82	Total Void Amount: 0.00			

November 16, 2023 05:11 PM	Millstone Borough Purchase Order Listing By P.O. Number					Page No: 4
Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total	
	3-01	177,935.82	0.00	0.00	177,935.82	
	C-04	1,885.00	0.00	0.00	1,885.00	
Total of All Funds:		179,820.82	0.00	0.00	179,820.82	

AGREEMENT BETWEEN R&L DATACENTERS, INC.

AND

BOROUGH OF MILLSTONE

THIS AGREEMENT, made as of the 1st day of January 2024, by and between

BOROUGH OF MILLSTONE, a municipal corporation of the State of New Jersey, with offices located at 1353 Main St., in the Borough of Millstone, in the County of Somerset, and State of New Jersey, hereinafter referred to as “the Local Unit” or the “Borough”,

and

R&L DATACENTERS, INC., a New Jersey Corporation, having as its principal place of business 44 Main Street, P.O. Box 548, Borough of Bloomsbury, County of Hunterdon, State of New Jersey, hereinafter referred to as the “Disbursing Organization” or “R&L”, and both Parties hereinafter collectively referred to as “the Parties”.

RECITALS

A. WHEREAS, the Borough requires the provision of specific payroll-related services for the officers and employees of Borough of Millstone; and

B. WHEREAS, the services previously provided by, or to be provided by, R&L on behalf of Borough of Millstone, and which are anticipated for the Term of this Agreement are set forth herein; and

C. WHEREAS, the Borough explicitly acknowledges that the Borough’s governing body has the authority to enter into this Agreement after the governing body’s due deliberation, review and approval of this Agreement, and said acceptance was memorialized by way of the Borough’s Resolution Number _____ dated _____; and

D. WHEREAS, Borough of Millstone further understands that various services, including but not limited to: Automatic Tax Services and Quarterly Automatic Tax Services, eg., Periodic Tax Payments, Responding to tax agency inquiries, Quarterly Preparation of Forms 941, NJ927 (NJ SUI/SDI Report), and PA State Withholding; Direct Deposit Services, eg., the creation of NACHA files, the initiation and transmission of direct deposits, responding to direct deposit inquiries, and all direct deposit-related file maintenance issues; and, electronic check stub deliveries are not services provided by R&L and are not contemplated herein by this Agreement. As such, Borough of Millstone acknowledges and understands that Borough of Millstone is required to enter into a third-party contract for the provision of those services that are not explicitly provided by R&L and which are not specifically set forth within this Agreement. Borough of Millstone agrees that any such agreement between itself and any third-party provider are independent arms-length transactions that neither bind R&L nor alter any provision contained within this Agreement with R&L; and

E. WHEREAS, it is the intent of the Parties and each of them that this Agreement is intended to comply with the requirements as set forth in *N.J.A.C. 5:30-17.1, et seq.*, specifically, *N.J.A.C. 5:30-17.6*, which governs contract terms and conditions for contracts between “local

units” and a “disbursing organization” as those terms are defined pursuant to *N.J.A.C. 5:30-17.2*.

NOW, THIS AGREEMENT WITNESSETH:

I. PURPOSE OF AGREEMENT

The purpose and intent of these regulations is to abide by the requirements of *N.J.S.A. 52:27D-20.1* and *N.J.A.C. 5:30-17.1 et seq.*, governing electronic disbursement controls for payroll purposes.

II. DEFINITIONS

Pursuant to *N.J.A.C. 5:30-17.2*, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

“Chief financial officer” or “CFO” means the individual statutorily responsible for supervising the accounts and finances of a local unit and shall include any certifying and approval officer appointed pursuant to *N.J.S.A. 40A:5-17(a)*, any individual appointed in accordance with *N.J.S.A. 18A:19-4.1*, or such individual in similar capacity legally appointed by the governing body of a local unit.

“Contract” means any written agreement entered into by a local unit and a disbursing organization for the purposes authorized in these rules.

“Dedicated cash account” means a demand deposit bank account owned by the local unit and funded solely for use by a disbursing organization in performing its duties and responsibilities in accordance with the contract.

“Disbursement” means any payment of moneys, including any transfer of funds, by any means, to the dedicated cash account established for use by a disbursing organization.

“Governing body” means the board, commission, council or other body having control of the finances of the Local Unit. In those local units in which a chief executive officer is authorized by law to participate in such control through powers of recommendation, approval or veto, the term includes such chief executive officer to the extent of such participation.

“Local unit” means a municipality, county, school district, authority subject to the “Local Authorities Fiscal Control Law,” P.L. 1983, c. 313 (*N.J.S.A. 40A:5A-1 et seq.*), or a school district as defined in *N.J.S.A. 18A:18A-2(d)*.

“Payment documentation” includes transmittals, remittance forms, tax returns, releases, filings, reports, and tapes supporting the disbursement of funds.

“Payroll” means the object and result of all preparations and calculations for, and the disbursement of salaries and wages, all withholdings therefrom, and additional liabilities related thereto.

“Third-party disbursement service organization or disbursing organization” means an organization engaged either directly or indirectly to perform any of the services indicated in these rules.

“Third-party disbursement service” means such service or services of the type described in these rules. Such service or services may include the processing and disbursing of payroll and payroll agency obligations.

“Transaction” means any activity that, in accordance with sound fiscal practices, affects the general books of entry, ledgers, records, or logs of a local unit.

III. AUTHORIZATION

Borough of Millstone, Somerset County, pursuant to *N.J.A.C. 5:30-17.4*, has enacted policies for contracting with a disbursing organization to process payroll disbursements on its behalf with such policies being formally authorized by ordinance or resolution of the Borough’s governing body, as appropriate for the Borough’s form of government, with said policies delineating the specific tasks that may be performed by a disbursing organization.

IV. SCOPE OF SERVICES

R&L Agrees to provide the following Services:

A. Services for Each Pay Period:

- Calculation and delivery in PDF format of Direct Deposit Vouchers
- Payroll Register
- Deposit Report
- Check Register
- Group Term Life Report
- Wages Paid by Department
- Departmental Expense Summary
- Journal Entry
- Voluntary Deduction Reports
- 457b Report(s)
- Input Sheets for the Next Payroll
- All Necessary File Maintenance
- New Hire Reporting to the State of NJ
- Direct Deposit (Initiated through 3rd Party Provider)
 - Delivery Requirements:
 - All employer reports and employee direct deposit vouchers in PDF format only

B. Monthly:

- PERS Report
- Police and Fire Report (if applicable)

C. Quarterly:

- Employee Summary
- State Pension Report to Client

D. Fiscal Year End:

- Fiscal Year Wage & Pension Reports (PERS & Police and Fire) [Listing Employee Detail]

E. Year End Preparation and Filing of:

- W-2 Filing
- Employer / Employee Copies provided in hard copy
- Year to Date Check Listing
- Insurance Report (upon request)

F. Mag Media Filing of NJ WR30 (base weeks reporting)

G. mypayrollreports.com / Payroll Report Management System:

- Checks / reports archived as PDF
- Accessed through a secure, password protected website
- PDFs available as payroll is completed
- 2 years of reports available and maintained
- 24 Hour Access
 - Used and accessed as provided in mypayrollreports.com Terms and Conditions

V. Service Fees

R&L agrees to provide the payroll and related services as set forth herein throughout the Original Term of the Agreement but are, however, subject to change upon renewal of this Agreement, or should the Borough require services beyond the Original Term.

1. The per payroll charge for services is fixed and is established upon processing requirements as listed above for the Term of the corresponding Agreement;
2. The per payroll charge is \$172;
3. There are no additional Quarterly charges;
4. If additional payrolls are requested beyond the regularly scheduled payrolls, they will be prepared at a fixed cost of \$172 per payroll;
5. W-2 preparation and filing costs will be \$150 plus \$8.00 per each W-2 prepared; plus applicable delivery fees.
6. 1099 preparation and filing costs will be \$150 plus \$8.00 per each 1099 prepared; plus applicable delivery fees.
7. Programming, or additional requests/reports, which are requested by the Borough of Millstone and which will be used only by the Borough of Millstone, which require programming will be performed / prepared at a programming rate of \$150 per hour or any increment thereof, and \$75 for each one-half hour or portion thereof. If required, an estimate of cost will be prepared prior to the commencement of any programming;
8. If training, payroll support, payroll software support is requested by the Borough and determined to be necessary by R&L, said training will be charged at \$125 per hour (in 30-minute increments) including travel time. An annual allowance of 2 hours of initial remote support will be provided at no charge; and
9. Any charges received by R&L for miscellaneous or ancillary services as assessed by Third Parties (for example those listed on Schedule B Miscellaneous Fees, Ceridian Tax Service) will be charges considered as “pass-through” to the Borough, that is, not charges of R&L to the extent that same fees are not the result of any untimely forwarding of requisite data by R&L DataCenters, Inc. to Ceridian Tax Service or charges to previously forwarded data which are not the direct result of actions of the Borough.

Any fees charged to the Borough by third parties as miscellaneous or ancillary services (for example Schedule B Tax Service Miscellaneous Fees; Ceridian Tax Service), whether directly to the Borough or “passed through” R&L will be considered as assessed by third Parties to the Borough, agreed to by the Borough, obligations of the Borough, and not as fees of or by R&L.

VI. Term

The Term of this Agreement is for one year, beginning January 1, 2024 and ending, December 31, 2024 (the Original Term). December 31, 2024 will be considered the initial Termination (Initial Termination) Date of the Agreement.

VII. Termination

This Agreement may be terminated by either party upon the provision of written notice to terminate which shall not be given less than sixty (60) days from the date sought by the early termination notice nor within the final sixty (60) days of the Term.

VIII. Limitation of Liability; Insurance

A. The Local Unit shall be indemnified against any losses incurred as a result of the actions or inactions of the Disbursing Organization with the Disbursing Organization being responsible for the errors and omissions of its employees or agents, particularly where those errors and omissions prevent timely disbursements from being made on behalf of the Local Unit, and shall include penalties, fines, interest, and damages.

Since R&L shall under no circumstances take possession of Local Unit funds as described in *N.J.S.A. 5:30-17.6, paragraph 3, Contract Terms and Conditions*, R&L will have no obligation to maintain insurance to cover losses of the Local Unit that may arise from the result of that possession. Pursuant to the same section of *N.J.S.A.*, it shall be the obligation of the Local Unit to assure that those organizations that are authorized by the Local Unit to take possession of funds, and by separate agreement, are, as required, in sufficient amount to cover such exposure of the Local Unit.

IX. Independent Auditor

Upon reasonable notice, the disbursing organization shall allow an independent auditor compensated by the local unit to examine its internal controls applying SAS 70 standards, SysTrust™ standards or other standards and procedures mutually agreed upon by the Parties to ensure accurate, complete and timely work product. Upon completion, the independent auditor's report shall be provided to the Local Unit's CFO and governing body, and shall be for internal use only.

X. Event Notification

R&L as the disbursing organization shall immediately notify the Local Unit in the event: 1. R&L detects any irregularity(ies) that may indicate potential fraud, noncompliance with appropriate laws, dishonesty, or gross incompetence on the part of the Local Unit's designated "approval officer"; 2. R&L experiences circumstances that could jeopardize its ability to continue operations or otherwise interrupt services provided to the Local Unit.

XI. Disbursements; Demand for Payment

Pursuant to *N.J.A.C. 5:30-17.6(k)*, the Parties agree that no disbursement shall be made unless the demand for payment meets the requirements of *N.J.S.A. 40A:5-16*.

XII. Complaint Procedure

R&L as the disbursing organization shall have a written complaint procedure in existence and shall consist of, at a minimum, the maintenance of a complaint log which shall be available to the Local Unit for inspection upon reasonable advance notice of said inspection.

XIII. Alternative Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, either party may pursue all available remedies at law or equity, provided that immediate relief is needed then the Parties need not wait sixty (60) days before pursuing such other available remedies.

XIV. Service of Process

The Disbursing Organization and the Local Unit agree that service of process is hereby authorized to be accepted at the following addresses within the State of New Jersey:

To R&L DataCenters Inc:

R&L DataCenters, Inc.
44 Main St.
P.O. Box 548
Bloomsbury, New Jersey 08804

To Borough of Millstone:

Borough of Millstone
1353 Main St.
Millstone, New Jersey 08844

XV. Notices

A. To be effective, any notice(s) required by this Agreement shall be in writing and served upon either party, and any such notice(s) shall be mailed by certified mail, return receipt requested to addresses as set forth in Section XIV.

B. In accordance with *N.J.A.C. 5:30-17.6(g)*, copies of notices, memoranda, complaints or other correspondence received by the disbursing organization regarding Local Unit accounts shall be forwarded to the Local Unit within forty-eight (48) hours of receipt by the Disbursing Organization.

XVI. Severability

Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement.

XVII. Governing Law

This Agreement shall be construed at all times in accordance with the laws of the State of New Jersey. The failure of either party at any time to insist upon the strict enforcement of any term herein shall not operate as a waiver of strict enforcement at any other time.

XVIII. Succession

This Agreement shall inure to the benefit of and shall bind the Parties hereto, and their heirs, executors, administrators, personal representatives, successors and assigns.

XIX. Entire Agreement

The Parties, and each of them, intend that the terms of this Agreement shall be the final expression of their Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of the Agreement's terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

R&L DataCenters, Inc.

By: Kyle Back

Its: Client Services Manager

Borough of Millstone

By: _____

Its: _____

Schedule A

MANDATORY AFFIRMATIVE ACTION LANGUAGE

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance officer setting forth provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L., 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to employ minority and female workers consistent with (1) the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2* or (2) a binding determination of the applicable county employment goals determined by the New Jersey Division of Agreement Compliance and Equal Employment Opportunity in Public Agreements pursuant to *N.J.A.C. 17:27-5.2*.

The Contractor agrees to inform in writing its appropriate recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The

Contractor shall furnish such reports or other documents to the New Jersey Division of Agreement Compliance and Equal Employment Opportunity in Public Agreements as may be requested by the Division from time to time in order to carry out the purposes of these regulations.

Schedule B
Americans with Disabilities Act
Mandatory Language

Equal Opportunity for Individuals with Disabilities

The Contractor and the Borough (hereinafter the "Borough") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the Borough pursuant to this Agreement, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or sub-contractors violate or are alleged to have violated the Act during the performance of this Agreement, the Contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Borough, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough's grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Borough shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Borough or any of its agents, servants and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough of the services provided by the Contractor pursuant to this Agreement will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Borough pursuant to this paragraph.

It is further agreed and understood that the Borough assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and sub-contractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of this agreement or otherwise at law.