

RESOLUTION  
of the  
BOROUGH OF NEW PROVIDENCE  
Resolution No. 2015-135

Council Meeting Date: 03-23-2015

Date Adopted: 03-23-2015

TITLE: RESOLUTION AUTHORIZING AGREEMENT WITH PAYLOCITY  
FOR ADDITIONAL TIME AND ATTENDANCE SERVICES

Councilperson Madden submitted the following resolution, which was  
duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Council of the Borough of New  
Providence, in the County of Union and State of New Jersey, that they do hereby  
authorize an agreement with Paylocity for an additional module for Time and  
Attendance services in accordance with the proposal attached hereto. The fees  
associated with the service shall not exceed \$7,000 per annum.

APPROVED, this 23<sup>rd</sup> day of March, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 23<sup>rd</sup> day of March, 2015.

Wendi B. Barry, Borough Clerk

Prepared Exclusively for:  
 Borough of New Providence  
 360 Elkwood Ave.  
 New Providence, NJ 07974  
 ph: 908-665-0448



Calvin D Clark  
 77 Brant Ave., Suite 206  
 Clark, NJ 07066  
 732-428-8272  
 908-248-0753  
 cclark@paylocity.com

## Paylocity Quote for Service

March 12, 2015

This quote valid for 30 days

Company Information	
Number of Employees	125
Number of Annual Payroll Processings	26
Advanced HR Employees	125
Time Keeping Employees	125

One-Time Fees	Qty	Cost Per	Ext. Cost
Web Time - Time and Labor	125	\$ 10.00	\$ 1,250.00
<b>Total</b>			<b>\$ 1,250.00</b>

Monthly Fees	Qty	Cost Per	Ext. Cost
Web Time - Time and Labor	125	\$ 2.76	\$ 345.00
HP 2000 Ethernet	2	\$ 112.50	\$ 225.00
<b>Total</b>			<b>\$ 570.00</b>

<b>Total Cost Summary*</b>		
<b>Total One-Time Fees</b>	<b>Total One-Time</b>	<b>\$ 1,250.00</b>
<b>Year-End Fees</b>	<b>Total Year-End</b>	<b>N/A</b>
<b>Total Yearly Fees (Annualized)</b>	<b>Total Per Year</b>	<b>\$ 6,840.00</b>
<b>Monthly Fees</b>		<b>\$ 6,840.00</b>

\*Annualized Fees do not include Payroll Delivery Charges

\*All pricing is guaranteed for two (2) years from first processing.

\*\*Plus sales tax if applicable

THE PAYLOCITY SERVICES COVERED BY THIS AGREEMENT  
ARE PROVIDED IN ACCORDANCE WITH THE TERMS  
AND CONDITIONS OF THIS AGREEMENT

Paylocity Associate	Date
	3/12/2015
Calvin D Clark 77 Brant Ave., Suite 206 Clark, NJ 07066	

Client Authorization
Client Name (Print)
Borough of New Providence 360 Elkwood Ave. New Providence, NJ 07974



## Conversion Book

### Section I - General Information

Note: Please print while completing entire document, except where signature is required.

#### Sub-section A

Company Name Borough of New Providence

Is this a copy of an existing Paylocity client? Yes \_\_\_ No   
*If yes, please list existing Paylocity client number* \_\_\_\_\_

Client Number \_\_\_\_\_

District Manager \_\_\_\_\_

Lead Source \_\_\_\_\_

Client Industry \_\_\_\_\_

#### Special Instructions

IC should be a Municipality Specialist

Municipality

Police and Fire Pensions

Contributor Insurance (reduces GTL)

SMALL GROUP is SUI Exempt (SUI = 85)

Two Pension Plan 414H and DCRP

DCRP has ER Match



**Section I - General Information Continued...**

**Sub-section B - Company Information**

Legal Company Name (As it appears on your Federal 941 or SS-4 form) \_\_\_\_\_  
Borough of New Providence \_\_\_\_\_  
Doing Business As \_\_\_\_\_  
Street Address 1 360 Elkwood Avenue \_\_\_\_\_  
Street Address 2 \_\_\_\_\_  
City New Providence State NJ Zip Code 07974 \_\_\_\_\_  
Phone Number ( 908 ) 665 - 0448 \_\_\_\_\_  
Fax Number ( 908 ) 665 - 9272 \_\_\_\_\_

**Sub-section C - Contact Information**

Contact 1 Betty Ann Stinchcomb \_\_\_\_\_  
Title Payroll Specialist \_\_\_\_\_  
Phone ( 908 ) 665 - 0448 ext. \_\_\_\_\_  
Email Address) BStinchcomb@newprov.org \_\_\_\_\_

Contact 2 Wendi Barry \_\_\_\_\_  
Title Borough Clerk \_\_\_\_\_  
Phone ( 908 ) 665 - 2740 ext. \_\_\_\_\_  
Email Address wbarry@newprov.org \_\_\_\_\_

Contact 3 Denise Gelormini \_\_\_\_\_  
Title Deputy Bourough Clerk \_\_\_\_\_  
Phone ( 908 ) 665 - 1400 ext. \_\_\_\_\_  
Email Address dgelormini@newprov.org \_\_\_\_\_



**Section I -General Information Continued...**

**Sub-section D - Pay Frequency and Dates**

First Payroll (Please check one) Second Payroll  
Weekly\_\_\_ Bi-weekly   
Semi-monthly\_\_\_ Monthly\_\_\_

Please Specify MM/DD/YY

Beginning Period 03/26/11 Beginning Period \_\_\_\_\_  
Ending Period 04/08/11 Ending Period \_\_\_\_\_  
Process Date 04/01/11 Process Date \_\_\_\_\_  
Check Date 04/08/11 Check Date \_\_\_\_\_  
First Delivery 04/04/11 First Delivery \_\_\_\_\_

Should Second Pay Frequency be Applicable;

First Payroll (Please check one) Second Payroll  
Weekly\_\_\_ Bi-weekly\_\_\_  
Semi-monthly\_\_\_ Monthly

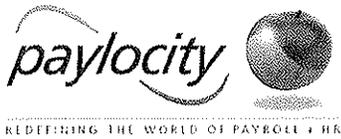
Beginning Period 03/01/11 Beginning Period \_\_\_\_\_  
Ending Period 03/31/11 Ending Period \_\_\_\_\_  
Process Date 04/08/11 Process Date \_\_\_\_\_  
Check Date 04/15/11 Check Date \_\_\_\_\_  
First Delivery \_\_\_\_\_ First Delivery \_\_\_\_\_

**Sub-section E – Employee Information**

Number of Active Employees 130  
Total Employees for Current Year 132

**Sub-section F – Current Payroll Provider Information**

Current Processor ADP  
Current PR/HR Application PC Payroll  
Current Report Writer \_\_\_\_\_  
Current Input (Please check one) Phone \_\_\_ Fax \_\_\_ PC Software  Internet \_\_\_



## Section I -General Information Continued...

### **Sub-section G - Time and Labor Management (TLM)**

Do you need to import an excel document into Paylocity? Yes \_\_\_ No

Do you have a TLM system? Yes \_\_\_ No

If yes, what TLM system will you be using with Paylocity? \_\_\_\_\_

Do you need to import the time information into Paylocity? Yes \_\_\_ No \_\_\_

If yes, who is responsible for getting the file into a format that is acceptable for Paylocity?  Client/TLM System Provider

Paylocity (Additional charges will apply)

When do you anticipate importing time from the TLM system into Paylocity? \_\_\_\_\_

TLM Contact \_\_\_\_\_

TLM Phone ( ) \_\_\_\_\_ - \_\_\_\_\_ ext. \_\_\_\_\_

### **Sub-section H – Check Output & Account Information**

Will you be utilizing Bank Checks? Yes \_\_\_ No  (Not available with printback)  
If no, please provide a starting check number for your payroll checks TBD

Will you be utilizing manual checks? Yes \_\_\_ No

If yes, please provide starting check number \_\_\_\_\_

Number of manual checks \_\_\_\_\_

Will you require check signing? Yes  No \_\_\_

Will you require check sealing? Yes  No \_\_\_

Will you be utilizing the on-site Check Printing to print your payroll checks and stubs?

Yes \_\_\_ No

*If yes, Paylocity will supply check stock at no additional cost. (Note: Initial orders should cover approximately 6 months of printing payroll checks and stubs. Additional stock can be ordered through Customer Service. For MICR capable printers, check stock will be provided without bank account encoding. For laser printers, check stock will be provided with your bank account MICR encoded on the checks.*

Number of checks MICR encoded with your payroll account \_\_\_\_\_

Number of checks without MICR encoding (for MICR capable printers only) \_\_\_\_\_

Will you require check signing for checks printed through on-site check printing

Yes \_\_\_ No \_\_\_



Security enhanced document. See back for details.

**BOROUGH OF NEW PROVIDENCE  
PAYROLL ACCOUNT**

360 ELKWOOD AVE  
NEW PROVIDENCE, NJ 07974

3026

55-760/0312  
7/95

PAY  
TO THE  
ORDER OF

**PNC BANK**

PNC Bank, N.A. 060  
New Jersey

*Handwritten: VFD*

DATE

\$

DOLLARS

Security Features  
Detailed on Back

FOR

⑆003026⑆ ⑆031207607⑆ 8033718293⑆

MP



00100

**BOROUGH OF NEW PROVIDENCE  
PAYROLL AGENCY ACCOUNT**

3452

360 ELKWOOD AVE.  
NEW PROVIDENCE, NJ 07974

55-780/0312  
755

PAY  
TO THE  
ORDER OF

*VOID*

DATE

\$

DOLLARS



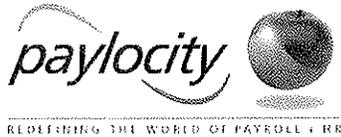
**PNC BANK**

PNC Bank, N.A. 060  
New Jersey

FOR

⑆003452⑆ ⑆031207607⑆ 8033718349⑆

MP



## Section II - Delivery Information

### Sub-section A – Delivery Address Information

Contact Name Betty Ann Stinchcomb  
Street Address 1 360 Elkwood Avenue  
Street Address 2 \_\_\_\_\_  
City New Providence State NJ Zip Code 07974  
Phone (908 ) 665 - 0448 ext. \_\_\_\_\_

*Please check only one of the following delivery options (additional fee may apply to receive paper reports):*

Deliver direct deposit statements and live checks

Deliver live checks only \_\_\_\_\_

Deliver live checks and reports only \_\_\_\_\_

Deliver direct deposit statements, reports and live checks \_\_\_\_\_

Client will notify Paylocity when delivery will cease for deposit statements, live checks and/or reports \_\_\_\_\_

No delivery \_\_\_\_\_

Special Delivery Instructions

### Sub-section B – Quarterly/Year-End Tax Reports

Note: Tax reports can be found via the web.

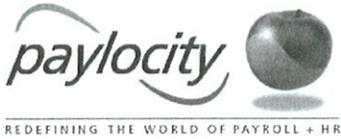
Would you like Paylocity to notify you via email when reports are ready to view?

Yes  No \_\_\_\_\_

*If yes, please provide the following information below:*

Contact Name Betty Ann Stinchcomb Contact Phone (908) 665-0448

Contact Email Address BStinchcomb@newprov.org



### Section III - Tax Service and Federal Information

#### Sub-section A – Tax Service Requested

**Tax Service Requested (Please check one)**

Full Tax Service by Paylocity

Tax Checks/Tax Reports (Client file)

Tax Reports Only (Client file)

Federal Identification Number 22-6002132

Federal Withholding Deposit Frequency semi-weekly

Exempt from FUTA tax? Yes  No

*If yes, client must provide proof of 501C status from IRS.*

#### Sub-section B – Tax Documentation Checklist

The following information is required:

Copies of all tax returns for the current year (940, 941, SUI and State Withholding)

If new business, must provide Federal and State documentation

**Important: All tax deposits and filings will be based on client provided information outlined in this workbook. Paylocity does not assume responsibility for any tax penalties due to incomplete or incorrect information.**

Wanda P. P...  
Client Signature Required

2-28-11  
Date

#### Sub-section C – State Tax Information

How many states are active for tax filing purposes? One

State New Jersey State Withholding Acct. # 226-002-132/000

SUI Rate \_\_\_\_\_ State Withholding Dep. Frequency \_\_\_\_\_

SUI Account # Government Reimbursable Employer

Local taxes? Yes  No

*If yes, how many locals?* \_\_\_\_\_

*If yes, please provide locals list:*

Local \_\_\_\_\_

Filing Frequency \_\_\_\_\_ Account # \_\_\_\_\_











## Section VI – Custom Services

	Does Not Need	Needs
<b>Custom Reports:</b> Does the client have any reporting needs that can't be handled by the Report Writer or the standard reports library?	XX	
<b>General Ledger Report:</b> Does the client want us to set up GL rules and provide a report based on those rules?	XX	
<b>General Ledger Interface:</b> Does the client want us to set up GL rules and provide a file to load GL entries into their accounting system?	Not at this time	
<b>Other Interfaces:</b> Does the client need extract files to interface with other business systems (excluding time and labor TLM)?	XX	
<b>Automatic Retirement Plan Transfer:</b> Does the client need us to transfer retirement data to their provider automatically?	XX	
<b>Formatted File Retirement Plan Transfer:</b> Does the client need a formatted file to upload to their provider?	XX	
<b>Custom Report For Retirement Plan:</b> Does the client need a custom report to give to their provider?	XX	Standard report
<b>Other Automatic File Transfers:</b> Does the client need to automatically interface with any vendors, (except retirement plan)? Examples of this are: Positive Pay, Expense, Online Benefits Enrollment	XX	



## Section VII - General Questionnaire

Have any employees collected third party sick pay in the current year? Yes \_\_\_ No   
*If yes, please provide and attach documentation.*

Do you require a specific department number structure? Yes  No \_\_\_  
*If yes, please provide and attach documentation.*

Would you like to change the current department number structure? Yes \_\_\_ No   
*If yes, please provide and attach documentation.*

Do you require a specific employee number structure? Yes \_\_\_ No   
*If yes, please provide and attach documentation.*

Would you like to change the employee number structure? Yes \_\_\_ No   
*If yes, please provide and attach documentation.*

Do you require agency checks? Yes  No \_\_\_  
*If yes, please provide a report listing employee name, payee name and agency mailing address.*

Do you have shift differentials? Yes \_\_\_ No   
*If yes, please explain* \_\_\_\_\_  
\_\_\_\_\_

Do you have special earning and/or deduction calculations? Yes  No \_\_\_  
*If yes, please explain* \_\_\_\_\_  
GTL \_\_\_\_\_

Do you have multiple hourly rates per employee? Yes \_\_\_ No   
*If yes, please explain* \_\_\_\_\_  
\_\_\_\_\_

Can employees work in different departments and/or jobs within the same pay period? Yes  No \_\_\_  
*If yes, please explain* \_\_\_\_\_  
\_\_\_\_\_

Special Instructions: (for internal use only)



## Section VIII – Retirement Plan Start-up Information Form

### Sub-section A – Retirement Plan Match Information

Are your retirement plan deferrals calculated using total *gross* wages? Yes \_\_\_ No   
*If no, please list earning codes that should NOT be included when calculating the retirement plan deferral.*

OT, Other income (stipends) \_\_\_\_\_

Pensionable salary \_\_\_\_\_

Is your retirement plan **Match** calculated using total *gross* wages? Yes  No   
*If no, please list earning codes that should NOT be included when calculating the retirement plan Match.*

~~DCRP EE 5.5% and ER match is 3% of Pensionable Salary~~

~~DCRP EE 5.5% and ER match is 3% of Pensionable Salary~~

*will do outside of plr*

Please provide the formula used to calculate your retirement plan Match  
(e.g., 50% up to the first 6% of Gross Wages or 100% up to \$3000 for the year)

Does your retirement plan Match begin when the retirement plan deferrals do? Yes  No \_\_\_  
*If no, please provide the formula for eligibility (e.g., one year of service or 1000 hours worked from hire date.)*

Please be aware that Paylocity can help facilitate the movement of demographic and, in some cases, employee election date with a certain number of vendors. As part of this service, Paylocity does **not** debit your account for any retirement plan monies and does **not** provide the movement of these funds. This process will need to be determined solely between you and your retirement plan vendor.

\_\_\_\_\_  
Client Signature Required

\_\_\_\_\_  
Date



## Section IX – Paylocity Self Service/Online Check-view

Paylocity Self Service  or Online Check-view only

### Administrative Contact

Contact Name Betty Ann Stinchcomb

Contact Title Payroll Specialist

Contact Phone ( 908 ) 665 - 0448 ext.         

Contact Email BStinchcomb@newprov.org

Special Instructions (for internal use only)



## Tax Service and Bank Agreement

Company Name Borough of New Providence

Paylocity Corporation ("Paylocity") offers a tax service that includes the responsibility for tax deposits and timely filings of Federal, State and Local employment tax returns. Said client agrees to the following:

- Client agrees to execute an "Employer Appointment of Agent" and "Tax Information Authorization" in conjunction with this "Tax Service and Bank Agreement" so as to receive tax filing services.
- Client grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels and banks.
- Client shall comply with and be subject to the operating rules of ACH governing electronic funds transfer; as such rules shall be in effect among participating banks and the Federal Reserve Bank of Chicago. Paylocity will utilize the ACH system to transfer funds between said Client and Paylocity.
- Client hereby agrees to indemnify and hold each participating bank, ACH and Paylocity harmless from any claim incident to the operation of this plan arising from any act or omission of said Client.
- Paylocity requires the total amount of tax related charges per each payroll to be deposited by said Client into designated DDA account at least one business day prior to check date. Additionally, this DDA account shall be debited for the total amount of Federal, State, Local and Unemployment taxes, as well as credits to Paylocity, the day before the check date.
- Should funds not be available to Paylocity in the above mentioned DDA account, said Client hereby agrees to the following:
  - A.) Paylocity may terminate said Client from tax service effective immediately.
  - B.) Client shall be held responsible for all tax deposits and filings then and thereafter, including related penalties and interest.
  - C.) Paylocity and bank will have no further obligations to said Client with respect to tax filing services.
- Should tax services be terminated, Paylocity reserves the right to deduct all outstanding fees owed from escrow tax funds, prior to said monies being returned to Client.
- Paylocity will furnish copies of returns to Client by electronic means, should paper copies be required, a fee of \$50 per quarter plus delivery shall be assessed.
- A \$10 monthly fee per state tax code will be assessed after 60 days if client fails to provide Paylocity with state accounts numbers and or deposit frequency information.
- Client agrees to provide timely information to Paylocity regarding changes in deposit frequencies and state unemployment rates in order for Paylocity to assume liability for any penalties and/or interest.
- Paylocity shall be responsible for the payment of any penalties and/or interest due resulting from errors or omissions committed by Paylocity while filing taxes on said Client's behalf.
- COMPLIANCE WITH ACH RULES: Client acknowledges that, in order to put into effect the Services which include ACH transactions, Client will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the National Automated Clearing House Association ("NACHA"). Client agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Client must retain and provide upon request copies of each employee authorization forms for two (2) years after they expire."

PNC Bank  
 Bank Name (Please print)  
Josephine Gallo  
 Bank Contact  
(908) 508-2556  
 Bank Contact Phone Number

031207607  
 Routing #  
8033718349  
 Account #

This agreement is to remain in effect until cancelled in writing by Client

Wendi Barry  
 Client Contact Name

Borough Clerk  
 Title

Wendi Barry  
 Signature (Must be authorized signer on account)

2-28-11  
 Date

## Reporting Agent Authorization

### Taxpayer

<b>1a</b> Name of taxpayer (as distinguished from trade name) Borough of New Providence	<b>2</b> Employer identification number (EIN) 22 -6002132
<b>1b</b> Trade name, if any	<b>4</b> If you are a seasonal employer, check here <input type="checkbox"/>
<b>3</b> Address (number, street, and room or suite no.) 360 Elkwood Avenue City or town, state, and ZIP code New Providence, NJ 7974	<b>5</b> Other identification number
<b>6</b> Contact person Wendi Barry	<b>7</b> Daytime telephone number ( 908 ) 665-0448
	<b>8</b> Fax number ( 908 ) 665-9272

### Reporting Agent

<b>9</b> Name (enter company name or name of business) <b>Paylocity</b>	<b>10</b> Employer identification number (EIN) 36 -4227403
<b>11</b> Address (number, street, and room or suite no.) 3850 N. Wilke Rd., Suite 100 City or town, state, and ZIP code Arlington Heights, IL 60004	
<b>12</b> Contact person Dan Miller	<b>13</b> Daytime telephone number ( 847 ) 956-4850
	<b>14</b> Fax number ( 847 ) 956-1926

### Authorization of Reporting Agent To Sign and File Returns

**15** Use the entry lines below to indicate the tax return(s) to be filed by the reporting agent. Enter the beginning year of annual tax returns or beginning quarter of quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 _____	941 <u>4/2011</u>	940-PR _____	941-PR _____	941-SS _____	943 _____
943-PR _____	944 _____	944-PR _____	944-SS _____	945 _____	1042 _____
CT-1 _____					

### Authorization of Reporting Agent To Make Deposits and Payments

**16** Use the entry lines below to enter the starting date (the first month and year) of any tax return(s) for which the reporting agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 _____	941 <u>4/2011</u>	943 _____	944 _____	945 _____	720 _____
1041 _____	1042 _____	1120 _____	CT-1 _____	990-PF _____	990-T _____

### Disclosure of Information to Reporting Agents

**17a** Check here to authorize the reporting agent to receive or request copies of tax information and other communications from the IRS related to the authorization granted on line 15 and/or line 16.

**b** Check here if the reporting agent also wants to receive copies of notices from the IRS.

### Form W-2 Series or Form 1099 Series Disclosure Authorization

**18a** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning \_\_\_\_\_.

**b** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning \_\_\_\_\_.

### State or Local Authorization

**19** Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 15 and/or line 16.

### Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made. If line 15 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 16 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 15 and/or line 16, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

**Sign Here** I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

 Signature of taxpayer	 Title	<u>2-28-11</u> Date
---------------------------	-----------	------------------------



## Laser Check Signature Form

Company Name: Borough of New Providence

PLEASE SIGN WITHIN THE BOUNDARIES of the appropriate boxes making sure all 3 boxes are filled out. With double signatures, please be sure BOTH signatures are written in all 3 boxes. To be assured of a clear signature, please sign as neatly as possible.

### USE BLACK INK ONLY

Signatures done in blue may be rejected

#### Single Signatures

All 3 boxes must be signed

Wendi P Barry

Wendi P Barry

Wendi P Barry

#### Double Signatures

All 3 boxes must contain both signatures




Please do NOT fax signatures  
Send original copies via USPS

Paylocity Corporation  
3850 N. Wilke Rd., Suite 200  
Arlington Heights, IL 60004  
866-304-3800



### Direct Deposit Service Agreement

This agreement, dated as of Feb. 28, 2011, is between Borough of New Providence ("Company") and Paylocity Corporation ("Processor"). This agreement is for use of Direct Deposit Services to be utilized by our employees who have deposit accounts with banks that participate in the National Automated Clearinghouse Association, ("NACHA"), hereinafter called PARTICIPATING BANKS, requesting their accounts be regularly credited for amounts due and payable to them by this client, hereinafter called COMPANY. PROCESSOR requests that this method of crediting accounts be accepted by you, the COMPANY, and agrees to the following:

- 1. COMPANY shall comply with and be subject to the Operating Rules of NACHA governing this method of payment, as such rules shall, from time to time, be in effect among PARTICIPATING BANKS and the Federal Reserve Bank of Chicago
- 2. Each employee who desires to utilize this plan will authorize COMPANY to initiate paperless credits for sums due and Payable to employee for deposit at the PARTICIPATING BANK where the employee deposit account is maintained, hereinafter called RECEIVING BANK. Credits may, upon request, be transmitted to other financial institutions which are not members of NACHA but which may have made arrangements with PARTICIPATING BANKS.
- 3. Each employee who desires utilization of this plan will also authorize the COMPANY to initiate paper or paperless debits for sums due to the COMPANY for erroneous deposit or deposits at the RECEIVING BANK. These paper or paperless debits hereinafter called CREDIT REVERSALS shall be governed by NACHA rules and regulations.
- 4. Following receipts of Employee Authorization Agreement for Direct Deposit, COMPANY may initiate or make agreements for the initiation of paperless credits for the deposit accounts of employees that have authorized such agreements. Such deposits shall be initiated by PROCESSOR
- 5. Upon receipt of deposits at each RECEIVING BANK, THE DEPOSIT AMOUNTS SHALL BE CREDITED TO THE APPROPRIATE ACCOUNT, provided however, should such bank for any reason be unable or unwilling to make such deposit, it will, within two (2) banking days following receipt, return the entry to NACHA for distribution back to the ORIGINATING BANK
- 6. COMPANY hereby authorizes ORIGINATING BANK to make reversal entries (correction entries) in accordance with the operating rules of NACHA to correct such errors that may arise, which errors are within the knowledge of ORIGINATING BANK. "ERRORS", as contemplated by this provision, shall include without limitation, circumstances under which credit entries to the depositor of a RECEIVING BANK would result, for whatever reason, in an overdraft upon the account of COMPANY at ORIGINATING BANK.
- 7. COMPANY hereby agrees to indemnify and hold each PARTICIPATING BANK, NACHA and PROCESSOR harmless from any claim incident to the operation of this plan arising from any act or omission of COMPANY. This includes, without limitation, any claim based on alleged loss as a result of noncredit of any deposit, any claim which may be made by an employee as a result of the rejection of any debits because of insufficient funds arising from the failure to credit deposits to employee's account
- 8. Neither NACHA nor any PARTICIPATING BANK shall have responsibility for the accuracy of deposit amounts furnished by the COMPANY, nor shall any such bank or NACHA be under any duty to deliver statements of earnings or any other statements to the depositor concerned. COMPANY shall be responsible for delivering such statements.
- 9. The COMPANY'S checking account number 8033718293 shall be debited for the aggregate net amount of funds due on the banking day before which those funds are to be credited to the accounts of employees.
- 10. The PROCESSOR requires that the total amount of the electronic funds transfer be deposited by the COMPANY at least one (1) banking day prior to the pay date (check date) to ensure funds are available to be deposited in the employee accounts
- 11. In the event these funds are not available one (1) day prior to the pay date (check date), a \$100.00 USD fee will be charged to COMPANY by PROCESSOR and COMPANY will have until 5:00 p.m. Central Time on the date of notification to wire transfer these funds to the PROCESSOR'S bank account. Should funds not be received in the PROCESSOR'S bank account by 5:00pm Central Time on the date of notification, CREDIT REVERSALS to employee accounts will take place immediately.
- 12. COMPANY agrees that any and all funds held in escrow (including tax funds) may be used as payment to PROCESSOR in the event funds are not available one (1) day prior to the pay date (check date). "
- 13. COMPLIANCE WITH ACH RULES: Client acknowledges that, in order to put into effect the Services which include ACH transactions, Client will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the National Automated Clearing House Association ("NACHA") Client agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Client must retain and provide upon request copies of each employee authorization forms for two (2) years after they expire."

Wendi Barry  
Client Contact Name (Please print)

Wendi Barry  
Signature (Must be authorized signer on account)

PNC Bank  
Bank Name

Borough Clerk  
Title

2-28-11  
Date

(908) 508-2556  
Bank Phone Number

## Accrual Policy Information

- Please fill-out the following questionnaire as completely as possible and include a separate copy of the worksheet for each type of Paid Time Off "PTO". (e.g. sick pay, vacation pay etc.) Also, please attach a copy of your policy when returning the worksheet to Paylocity.
- Available balances will not appear on employee check stubs until the client is confident that accruals are working properly. Please notify Paylocity to begin printing the accrual balances on the employee check stubs.
- Should client policy not include specific differences between employees that *can* accrue and those who *cannot*, please manually add the benefit codes for those that can accrue. Contact Paylocity with any questions pertaining to proper set-up.
- Should part-time and full-time employees accrue differently or have different accrual rates, please ensure your policy specifically states the differences.
- Set-up of a PTO policy generally takes two to four weeks, following receipt of client information. Immediately following set-up, Paylocity will contact client and walk through the employee set-up, changing balances and answer any other questions.
- Should a new earning code(s) be set-up by client (whether it be for addition or reduction in employee balance), client **must** inform Paylocity immediately.
- Client will receive a report each pay period reflecting employee's available balance, used hours and optionally, dollars. Should you need additional reports, please contact Paylocity.
- Please note Paylocity's system will not prevent an employee from taking more PTO than what is accrued. When entering payroll, client must verify employee's available time for use, unless client's policy allows employees to "borrow" time.
- Should client's policy change, Paylocity must be notified as soon as possible. Additionally, please forward the new policy to Paylocity's customer service department.

Will initially convert balances only.  
Determine accrual calculations  
at a later date.



## **PAYLOCITY CORPORATION**

### **Payroll Processing Agreement - Terms and Conditions**

The following Terms and Conditions apply to and are incorporated as a material portion of the Agreement between the CLIENT identified on the Paylocity Quote for Service pages of this Agreement and Paylocity Corporation. ("Paylocity")

#### **FEE STRUCTURE AND PAYMENTS**

1. The fees included in this pricing agreement will be effective for a period of one year from the date of execution on the face page of this Agreement.
2. Fees are subject to change upon written notice to CLIENT. CLIENT agrees to allow Paylocity to debit from its account(s) any and all fees due to Paylocity Corporation under this Agreement, if Paylocity at its sole discretion chooses to do so.
3. All fees will be directly debited from CLIENT on due date, unless invoicing is specified. If invoicing is specified, then all fees are payable upon receipt. If payment is not received within thirty (30) days of the invoice date, a finance charge of \$10.00 per month past due will be applied. Quarterly and annual returns, W2's and 1099's will be provided only to CLIENTS whose accounts are current.
4. If CLIENT fails to pay the fees or any other charges, including any amounts authorized for debit on the payroll itself, within the terms outlined in this Agreement, then CLIENT agrees to pay Paylocity for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. If CLIENT fails to pay any fees or charges when due, then Paylocity may, at its sole option, terminate this Agreement and withhold any work in progress. This is in addition to any other rights Paylocity may have under this contract or under law. To secure the CLIENT's payment of fees and other charges due under this Agreement, CLIENT grants Paylocity the right to set off and a security interest under the Uniform Commercial Code in any funds which may have been or will be deposited by CLIENT in its escrow account or otherwise retained by Paylocity for purposes of remitting tax payments when due.

#### **CONFIDENTIALITY**

Paylocity agrees to keep confidential any information provided by the CLIENT and will use said information solely for the purposes of payroll processing. Paylocity will not disclose this information to anyone without the permission of the CLIENT, or unless forced to do so by the legal process.

#### **LIABILITY**

1. CLIENT is solely responsible for the content and accuracy of all payroll data processed by Paylocity.
2. Paylocity will use due care in processing CLIENT's work, and shall be responsible for correcting errors which are caused by Paylocity equipment, processors, or employees in the course of their work through reprocessing. Paylocity will not be responsible for failure to provide services or correct any condition beyond its control, including but not limited to any acts or omissions by any third party. Paylocity liability for any errors or omissions on its part shall be limited to the total charge for the service provided under this Agreement. PAYLOCITY CORPORATION SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, even if Paylocity has been advised of the possibility of such damages.
3. If CLIENT and Paylocity agree to have Paylocity prepare and file tax reporting for CLIENT, Paylocity will serve as a limited agent for CLIENT, only for purposes of any required agency for deposits and filings with the Internal Revenue Service and/or any state reporting agency. Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business.
4. Except as specifically stated in the Agreement, there are no warranties, expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

#### **CLIENT'S RESPONSIBILITIES**

1. CLIENT will submit to Paylocity its payroll data in a form, at a time and by the method specified by Paylocity. Because the accuracy of the payroll is limited to the CLIENT's data, Paylocity is not responsible for client errors, wage and hour violations, employment discrimination, or other employment policies which may violate the law. If

is the CLIENT's responsibility to review the processed payroll information and to promptly identify any errors. If the data submitted to Paylocity is incorrect, incomplete, or not in proper form, then CLIENT agrees to pay Paylocity's additional charges then in effect for the corrections to said data.

2. If CLIENT chooses to utilize the Paylocity tax service, CLIENT agrees to authorize Paylocity to withdraw the total tax liability from its bank account(s) on or about the specified date of each payroll period such sums as are required to adequately fund the CLIENT'S tax liability. Should any preauthorized transferor other tender of funds to Paylocity be returned unpaid for any reason whatsoever, CLIENT agrees to pay Paylocity an additional fee and Paylocity has, as its sole option, the right to cancel this Agreement and to immediately terminate any limited agency for CLIENT which might exist for purposes of tax filings or any other purpose.

3. CLIENT agrees to indemnify and hold Paylocity harmless from all loss, damages and expenses (including reasonable attorney fees) in connection with any claim which may arise out of or as a result of this Agreement or the duties assumed by Paylocity under this Agreement.

4. CLIENT agrees to obtain (if necessary) and maintain appropriate tax identification numbers for its own tax reporting and to obtain and maintain any necessary tax forms and information from its employees and to forward said information to Paylocity upon request.

#### TERMINATION OF SERVICES

1. CLIENT is to notify Paylocity in writing at least 60 days in advance of termination. Paylocity will assess a termination fee equivalent to 2 months of the average billed amount if CLIENT terminates service without 60 days advance notice.

2. Data can be accessed after termination for an annual fee of \$3 per active employee with a minimum charge of \$500.

#### GENERAL TERMS

1. Banking services are provided in accordance with current regional and federal banking rules and regulations, which may change from time to time. CLIENT and Paylocity agree to be bound by such rules and regulations and to make any necessary accommodation to compliance with these regulations.

2. This Agreement shall be construed according to the laws of the State of Illinois and constitutes the entire Agreement between the parties. No oral or other representations, warranties or agreements have been made in writing and signed by both parties. If any portion of this agreement is determined to be invalid, illegal or unenforceable, the remainder of the agreement shall nonetheless remain in full force and effect.

3. Reports are delivered via secure internet connection; paper reports will be available for \$10/pay period.

These terms are accepted by Wanda P. Pauer, on behalf of,  
Borough of New Providence on FEB. 28, 2011.