

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 11/19/2018

RESOLUTION# 18-248

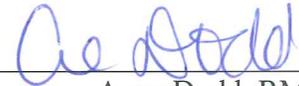
Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan	✓		✓			
O'Connell						✓
Sasso						✓
Strauch			✓			
Wilczynski		✓	✓			
Mayor White	- - -	- - -				

List of Bills

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated November 15, 2018 in the amounts of:

Current Fund	\$1,093,358.10
Payroll Account	\$234,242.99
General Capital	\$39,216.74
Animal Fund	\$4.80
Grant Fund	\$259.85
COAH/Housing Trust	\$3,114.17
Improvement & Beautification	\$0.00
Unemployment Fund	\$10,506.00
Trust Fund	\$2,407.70
Water Operating	\$0.00
Water Capital	\$5,644.75
Total	\$1,388,755.10

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 19, 2018.



Anne Dodd, RMC
Municipal Clerk

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Bernstein			✓			
Homan	✓		✓			
O'Connell						✓
Sasso						✓
Strauch			✓			
Wilczynski		✓	✓			
Mayor White	---	---				

Water Overpayment

BE IT RESOLVED by the Council of the Borough of Allendale that the Water Collector is hereby authorized to issue the following refund check for an overpayment on the account listed below and charge same to Water Rents for 2018:

Account Number	Name	Amount
3117268140325	Schuetz, Michael & Nancy	\$237

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 19, 2018.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 11/19/2018

RESOLUTION# 18-250

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan	✓		✓			
O'Connell						✓
Sasso						✓
Strauch			✓			
Wilczynski		✓	✓			
Mayor White	---	---				

WHEREAS, the Borough of Allendale wishes to purchase a municipal management system for use throughout the municipality; and

WHEREAS, the Administrative Officer has investigated the options to purchase this software system under a New Jersey State Bid contract; and

WHEREAS, after evaluating the options for the purchase of a new software system, the Administrative Officer has recommended purchasing GovPilot Municipal Management Software; and

WHEREAS, the New Jersey Public Contracts Law, N.J.S.A. 40A:11-12, permits municipalities to purchase goods and services without advertising for bids, from companies under any contract or contracts for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury, commonly referred to as "State Bid Contracts"; and

WHEREAS, GovPilot Municipal Management Software, qualifies to be purchased using State Bid Contract #A89851, from SHI International Corp., Nick Grappone, Account Executive, 300 Davidson Drive, Somerset, NJ 08873, at a cost of \$32,500.00, a copy of the proposal being attached; and

WHEREAS, the Chief Financial Officer has advised that funding will be made available for this purchase.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Allendale that it hereby authorizes the contract for the purchase of GovPilot Municipal Management Software System, under State Bid Contract #A89851 from Nick Grappone, Account Executive, SHI International Corp. in Somerset, NJ at a cost of \$32,500.00.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 19, 2018.


 Anne Dodd, RMC
 Municipal Clerk

Certification of Availability of Funds

This is to certify to the Borough of Allendale that funds for the following resolution will be available in the 2019 Budget.

Resolution Date: November 19, 2018

Resolution Number: 18-250

Vendor: GovPilot Municipal Management Software

Contract: Municipal Management Software

Account Number: 9-01-20-100-060

Amount: \$32,500


Chief Financial Officer

PROPOSAL / MASTER SUBSCRIPTION AGREEMENT

Prepared for:

Allendale, NJ

Primary Contact

Michael Bonner, Founder & CEO

michael@govpilot.com

Sandra Lyna Senior Sales Executive

sandy@govpilot.com

Proposal Valid Through 12/12/2018

Overview of Services

GovPilot is a web-based management platform developed exclusively for local government. GovPilot replaces antiquated modules with digital automation to improve productivity, constituent convenience and workflow management.

GovPilot unifies fragmented data and communication between employees, department heads and their administrators, resulting in an environment where information flows freely and subject matter knowledge can be obtained within seconds. With a clear view of how well a department is operating, administrators can make more educated decisions on the best course of action.

GovPilot's product catalog contains over 100 templated modules which can be purchased "a la carte", allowing governments to start modernization with their most pressing needs. These modules can be used "off the shelf" or can be modified to a department's specifications.

GovPilot accommodates unlimited users, which allows governments to manage and share critical data throughout their organization, at no additional cost. This information can be shared 24/7 from the office, the field or the employee's home.

Wherever the Community,
Whatever the Problem,
GovPilot offers a Solution.

Employee Benefits

- Remove communication & data silos
- Cut-down on OPRA requests, call volume, walk-ins and other distractions
- Learn one platform, replace single-purpose software systems, IT doesn't need to support 10+ systems
- Administration has dashboard view of all departmental data & activity
- Drastically improve productivity through automated modules

Constituent Benefits

- Convenience of E- Commerce functionality – submit application and pay online
- Communicate concerns via Mobil App
- Access information and data via website eliminating need to submit OPRA

Unlimited Users

- All employees are eligible for login credentials

Preloaded Data

- Assessment Records, Municipal & Parcel Boundaries
- Foreclosure Filings

Cloud Based

- Access, manage and edit data from the office and in the field
- No scaling limitations, local server installation, burdensome maintenance costs or time-consuming software updates
- Data updates occur in real time, enabling office-based employees to collaborate with colleagues in the field via mobile device

Custom Fields & Forms

- GovPilot works closely with assigned divisions and departments to customize the platform based on your unique needs
- Create, customize and deploy flexible modules and forms integrated with custom and pre-loaded data
- User-friendly, drag-and-drop interface
- Merge and log external data, attach documents, calendar, files and notes to individual property records with ease

GovPilot's templated modules consist of 5 main components:



Digital Forms

GovPilot's digital forms can significantly reduce the time your staff spends on data entry. Constituents access, complete and submit digital forms through your government website. Form data is routed immediately and directly into the GovPilot system, eliminating the redundant process of a government employee transferring constituent information from a PDF to the database. Digital forms also eliminate the need to follow-up with applicants. Form logic blocks submission until all required fields have been populated. Digital forms guarantee that your departments receive properly completed forms, every time.



Automated Workflow

GovPilot's workflow engine reads data, calendaring and user activity as triggers to automate the completion of a multitude of tasks, including the processing of public requests, licenses, applications, e-commerce transactions and internal administrative functions. Automated alerts notify employees of changes in project status and streamline post-submission correspondence with applicants. Workflows can be customized via a drag-and-drop interface to meet specific departmental needs. Workflows improve operational efficiency while promoting transparency and accountability among employees and departments.



Data Management

In addition to streamlining tasks, GovPilot improves the sharing and management of large volumes of data. All property-related data is anchored to the Property Profile Record. Flexible permission levels can be set to grant access to all who need it. Centralized, readily available information facilitates collaboration and ensures that requested datasets are retrieved in a timely manner.



Geographic Information System (GIS)

A picture is worth a thousand words. From cave paintings to emojis, graphic depiction is an integral part of how humans communicate and make sense of the world. When trying to identify patterns and otherwise understand your data—which could include thousands or even millions of variables—the ability to visualize that data is essential. GovPilot's user-friendly map grants ALL government employees the ability to harness the power of a geographic information system (GIS).



E-Commerce Capabilities

GovPilot offers constituents the convenience of paying for applications online. No printing PDFs, cutting checks, stamping or sending required! The platform can integrate with most modern payment processors and support transactions that require dynamic fee calculation.

Subscription Plan Description

Plan	Description	Cost
Internal Government Access	Unlimited unique user licenses (Requires Government Email)	Included
Need Assessment	Initial consultation to define and map specific department and governmental needs	Included
Customizable Workflows	GovPilot to create Custom Workflows	Included
Field, Forms, View and Letter Customization	GovPilot to create customize data fields, forms, views and letters according to requirements	Included
Training	Module training sessions including training videos	Included
Module Modifications	12 Hours Per Module	Included
Technical Support	Unlimited	Included

** Governmental will designate Primary and Secondary Account Administrators who will be responsible for direct interaction and communication with GovPilot training and technical advisors.*

ANNUAL SUBSCRIPTION PRICE OPTIONS

*The cost per module decreases by 25% as you move up a tier

Module Package	Description	Annual Cost	*Cost Per	Initial
Starter Package	GIS Map & Report a Concern & App	\$ 5,000		
1st Tier	3 Templated Modules	\$ 7,500	\$ 2,500	
2nd Tier	8 Templated Modules	\$ 15,000	\$ 1,875	
3rd Tier	15 Templated Modules	\$ 22,000	\$ 1,406	
4th Tier	30 Templated Modules	\$ 33,750	\$ 1,125	
5th Tier	50 Templated Modules	\$ 46,900	\$ 938	
Enterprise	100 Templated Modules	\$ 75,000	\$ 750	
Building Department Module		\$ 12,500		
Tax Assessment Module		\$ 6,250		
Total				

Templated Modules: Customer will be allocated 12 hours of modification for each templated module selected along with a maximum of three separate “screen share appointments” to discuss architecture of individual modules. If customer requires more than 12 hours of modification for a particular module customer will be billed at \$150/hour after the 12 hours have been extinguished.

Custom Module: Customer will be allocated 40 hours of customization for each custom module build-out. A GovPilot business analyst will conduct a maximum of three separate screen share appointments to determine architecture of individual modules. If individual module requires more than 40 hours of customization, customer will be billed at \$150 per hour after the allocated 40 hours have been extinguished.

Post Delivery Modifications: After a module is delivered and published in customers account, and customer has had opportunity to use module, customer will be allowed two final “screen share appointments” to discuss additional modifications.

SUBSCRIPTION FEATURES

Number of Authorized Users: Unlimited

Pre-Loaded Data (defined in Section 1 of the Terms), including the following: [UPDATES AS APPLICABLE]

- Property Type
- Traffic Layer
- Ownership Information
- Google Street View (Where available)
- Property Sales Data
- Google Aerial View (Where available)
- Property Tax Data

GIS Map: Unlimited custom layers provided by customer - Published Quarterly

POSSIBLE SUBSCRIPTION-RELATED FEES

LEGACY DATA IMPORT FEE	TBD
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GENERAL INFORMATION

GovPilot can customize the following module elements based on customer specifications: **Digital Forms, Workflow, Mail Merge, Views & Reports.** (“Customization Services”). Any changes to the scope of the Customization Services will be agreed upon in a signed writing by the Parties. Customer will reasonably cooperate with GovPilot to enable GovPilot to provide the Customization Services as further described in the Terms. Based on such collaboration, GovPilot will provide Customer with written documentation specifying the particular features to be included as part of the customized Service (“**Specifications Document**”). Once the Parties agree in writing to the Specifications Document, GovPilot will begin custom builds to customize the Service. Customer acknowledges and agrees that the Specifications Document is subject to change during the customization module based on issues that arise during such module.

GovPilot will provide training and technical support services as described in the Terms (“**Training and Support**”). Customization of any module described above (“**Module Customizations**”). The Parties will agree to the particular terms of all Module Customizations in writing.

PROFESSIONAL SERVICES FEES

Module Modification	First 12 hours included. Thereafter, \$150/hour.
Training and Support	Unlimited

IN WITNESS WHEREOF, GovPilot and Customer have caused this Agreement to be executed as of the Effective Date.

PROPERTYPILOT, LLC D/B/A GOVPILOT

CUSTOMER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GovPilot Modules

Module	Departments	Description	Upgrade
Alarm Registration	Clerks / Administration	Simplify security by allowing residents to register home security systems from the comfort of home.	<input type="checkbox"/>
Animal Intake	Animal Control / Clerks	Intuitive digital forms gather data that lays the foundation for detailed property records that ensure rescued animals are in good homes.	<input type="checkbox"/>
Apartment Inspection	Housing / Code Enforcement	Automated scheduling and mobile capabilities streamline the inspection module.	<input type="checkbox"/>
Automotive Repair Facility Licensing	Clerks	Implement digital license application forms and related automated workflows and benefit from detailed profiles of local automotive repair facilities.	<input type="checkbox"/>
Block Party	Clerks	GovPilot's digital block party permit application promotes safe and fun events. Straightforward instructions and easy-to-navigate drop-down menus mean local event planners will have no problem with completion or submission.	<input type="checkbox"/>
Boat Ramp Application	Clerks	Coastal client's convenience boat owners with public-facing digital forms.	<input type="checkbox"/>
Bulk Waste Pickup / Drop off	Public Works	Convenience constituents and keep the community clean with one module.	<input type="checkbox"/>
Business Registration/ Mercantile License	Clerks	Encourage local entrepreneurship with streamlined registration.	<input type="checkbox"/>
Canvasser, Solicitor, Hawker, Peddler	Clerks	Implement digital license application forms and related automated workflows and benefit from detailed profiles of local canvassers/solicitors/hawkers/peddlers.	<input type="checkbox"/>
Certificate of Continued Occupancy (Residential)	Building / Housing / Code Enforcement	Attachment capable, fully customizable digital Certificate of Continued Occupancy and related automated workflow conveniences applicants and Housing officials alike.	<input type="checkbox"/>
Certificate of Habitability (Residential)	Building / Housing / Code Enforcement	A critical module made simple with GovPilot automation.	<input type="checkbox"/>
Certificate of Habitability (Commercial)	Building / Housing / Code Enforcement	A critical module made simple with GovPilot automation.	<input type="checkbox"/>

GovPilot Modules

Module	Departments	Description	Upgrade
Certificate of Occupancy (Residential)	Building / Housing / Code Enforcement	A critical module made simple with GovPilot automation.	<input type="checkbox"/>
Certificate of Occupancy (Commercial)	Building / Housing / Code Enforcement	A critical module made simple with GovPilot automation.	<input type="checkbox"/>
Certified Abutters List	Zoning /Tax	The first of its kind.	<input type="checkbox"/>
Change of Address Form	Clerks / Tax	Track moves made with GovPilot.	<input type="checkbox"/>
Clothing Bin Donation	Clerks	Always accessible and followed by a speedy review module, GovPilot's digital donation clothing bin application conveniences good samaritans looking to help underprivileged members of the community.	<input type="checkbox"/>
Commercial Landscaper Registration	Clerks	Public-facing digital form and automated workflow simplifies landscaper license application and issuance.	<input type="checkbox"/>
Community Garden Permit	Public Works	Community gardens promote harmony and eco-friendly practices. GovPilot's convenient digital form helps bring them into existence.	<input type="checkbox"/>
Construction Module	Building	Manage infrastructure with GovPilot's digital form and automated workflow.	<input type="checkbox"/>
Contractor Registration	Building	Contractors can register in just a few clicks.	<input type="checkbox"/>
Curb, Sidewalk, and Apron Permit	Building / Zoning	Manage infrastructure with GovPilot's digital form and automated workflow.	<input type="checkbox"/>
Disabled Veteran Tax Exemption	Tax	Better serve those who've served the United States by simplifying the disabled veterans tax exemption module. Applicants can provide information from the comfort of home and automated modules minimize wait time.	<input type="checkbox"/>
Dumpster Pod Permit	Clerks	Sanitation officials can more accurately track those responsible for the management of dumpster pods with GovPilot automation.	<input type="checkbox"/>

GovPilot Modules

Module	Departments	Description	Upgrade
Emergency Response Log	Health	Records of emergency responses are stored in GovPilot's cloud-based server.	<input type="checkbox"/>
Employment Application	Administration	GovPilot's digital employment application can be customized to fit any screening module.	<input type="checkbox"/>
Field and Facility Usage Registration	Recreation / Clerks	Always accessible and followed by a speedy review module, GovPilot makes it easy for residents to book borough facilities and easy for government to manage reservations.	<input type="checkbox"/>
Filming License	Clerks	Always be ready for a close-up with GovPilot's easy to navigate filming license application digital form.	<input type="checkbox"/>
First Time Home buyer Application	Housing	Online applications make it easy for first time home buyers to register with local government.	<input type="checkbox"/>
Florist License	Clerks / Health	Convenient digital registration application encourages florists to open shop. Advanced automation and data storage ensure that applicant information is recorded and reviewed by the appropriate government employees.	<input type="checkbox"/>
Food Vendor License	Clerks / Health	Ensure food vendors uphold health, safety and other regulations.	<input type="checkbox"/>
Freedom of Information Act / Open Records	Administration	Public-facing digital request form and streamlined internal communications enable local government officials to uphold open information laws and send fulfillment documents automatically.	<input type="checkbox"/>
Garage & Yard Sale Permit	Clerks	Customizable digital form and automated processing combine to help government track the frequency and location of garage and yard sales for strengthened enforcement of quotas.	<input type="checkbox"/>
Gas Station Permit	Clerks	Implement digital license application form and related automated workflow and benefit from detailed profiles of local gasoline stations.	<input type="checkbox"/>
GIS Map	Administration	Geographic Information System (GIS) Map illustrates data sets for accurate analysis of trends, actionable insights and improved constituent engagement.	<input type="checkbox"/>
Healthcare Facility Inspection	Housing	Ensure standards are met with unrivaled ease.	<input type="checkbox"/>

GovPilot Modules

Module	Departments	Description	Upgrade
Housing Inspection	Code Enforcement	GovPilot covers all aspects of the housing inspection module.	<input type="checkbox"/>
Junkyard Registration	Clerks	GovPilot helps local government track open air parking and junkyard dealers to ensure that they are complying with safety standards.	<input type="checkbox"/>
Kennel, Pet Shop, Shelter Registration	Animal Control / Clerks	Monitor establishments that care for furry friends with GovPilot's automated kennel, pet shop, shelter and pound tracking module.	<input type="checkbox"/>
Landlord Registration	Housing	Support rising rental trends by offering landlords digital registration application. A custom workflow promotes internal communication and automates data storage to build an accurate and comprehensive trove of property information.	<input type="checkbox"/>
Landscapers License	Clerks	Public-facing digital form and automated workflow simplifies landscaper license application and issuance.	<input type="checkbox"/>
Leaf Collection Application	Clerks / Public Works	Organize and automate the leaf collection module with GovPilot's digital form and automated scheduling features.	<input type="checkbox"/>
Limousine License	Clerks	Limousine license issuance has never been simpler.	<input type="checkbox"/>
Marriage License	Clerks	Customizable digital application form and associated workflow simplify the marriage license registration and issuance module.	<input type="checkbox"/>
Mobile Vendor License	Clerks / Health	Digital applications and streamlined license processing convenience mobile vendors and local government.	<input type="checkbox"/>
Non-Resident Parking Permit	Clerks / Parking	Visitors will have no problem finding parking with GovPilot's user-friendly non-resident parking permit application and issuance system in place.	<input type="checkbox"/>
One Time Use Parking Permit	Clerks / Parking	Take control of the parking situation at the local beach or train station by issuing one-use parking passes. A digital application form and associated workflow simplify issuance.	<input type="checkbox"/>
Parade / Ceremony Application	Clerks / Administration	Residents can easily and conveniently cordon off streets and other areas for safe ceremonies via GovPilot's quick and easy application and approval module.	<input type="checkbox"/>

GovPilot Modules

Module	Departments	Description	Upgrade
Parking Meter Rental Application	Clerks / Parking	Convenience movers by hosting digital parking meter rental applications on the municipal website.	<input type="checkbox"/>
Pet License	Clerks / Animal	Public-facing digital forms and automated workflows streamline the pet license application and issuance module.	<input type="checkbox"/>
Plant a Shade Tree Application	Clerks / Public Works	Manage agriculture simply and effectively with GovPilot's digital form and automated workflow.	<input type="checkbox"/>
Purchase Requisition	Administration	GovPilot digital forms and data storage facilitate inventory management.	<input type="checkbox"/>
Rental Property Registration	Building / Housing / Code Enforcement	Public-facing digital form and associated workflow facilitates the rental property registration module.	<input type="checkbox"/>
Rental Property Verification	Building / Housing / Code Enforcement	Rentals are up! Track their registration.	<input type="checkbox"/>
Report a Broken Meter	Parking / Clerks	Maintain the internal and external integrity of parking meters by making it as convenient as possible for residents to report broken ones.	<input type="checkbox"/>
Report a Concern / Mobile App	Administration	Workflow automation expedites the resolution of complaints filed via public-facing digital forms and the GovAlert mobile app.	<input type="checkbox"/>
Residential Parking Permit	Clerks / Parking	Data collected through digital application forms lays the groundwork for detailed records that organize resident parking.	<input type="checkbox"/>
Salon License	Clerks / Health	GovPilot helps barbering,cosmetology, hairstyling and manicuring business owners comply with local government's rules and regulations.	<input type="checkbox"/>
Senior Citizen Curbside Pick Up Application	Public Works	Convenience senior members of the community with GovPilot's digital Curbside Pickup module.	<input type="checkbox"/>
Senior Citizen ID Card Application	Clerks	GovPilot's digital application form empowers members of the senior citizen community to enjoy the benefits of their status without having to make a trip to city hall.	<input type="checkbox"/>

GovPilot Modules

Module	Departments	Description	Upgrade
Senior Citizen Tax Deduction	Tax	State-of-the-art data aggregation and storage technology helps local government track resident demographics and assess tax deduction eligibility.	<input type="checkbox"/>
Senior Citizen Tax Exemption	Tax	Track resident demographics and determine tax exemption eligibility.	<input type="checkbox"/>
Sewage Application	Public Works	Ensure sanitary sewage management.	<input type="checkbox"/>
Shed Permit	Clerks / Building	Construction-minded residents can apply to build a shed with unrivaled ease, at any time, from any location.	<input type="checkbox"/>
Sidewalk Cafe Permit	Clerks	Restaurateurs looking to offer customers an al fresco dining experience can easily register for a sidewalk cafe permit via GovPilot's digital, fee calculation form.	<input type="checkbox"/>
Sign Permit	Clerks	Regulate local signage.	<input type="checkbox"/>
Snow Plowing Management	Public Works	Maintain safety and order on snowy days.	<input type="checkbox"/>
Soil Movement Application	Public Works	Track and manage the movement of soil.	<input type="checkbox"/>
Solicitation - Charitable, Benevolent Permit	Clerks	Boost compliance rates by requiring local solicitors to apply for a license via convenient digital form.	<input type="checkbox"/>
Special Event Application	Clerks	Nothing ruins a special event like poor planning. Digital form and automated workflow accounts for each step of the event planning module.	<input type="checkbox"/>
Street Opening Permit	Engineering / Building / Zoning	Multiple departments are privy to street opening plans.	<input type="checkbox"/>
Subdivision Permit	Engineering / Building / Zoning	Uphold critical code and convenience constituents.	<input type="checkbox"/>

GovPilot Modules

Module	Departments	Description	Upgrade
Support Tickets	IT	The IT department will appreciate GovPilot's efficiency and intuitive design.	<input type="checkbox"/>
Tank Inspection	Health	Efficient inspections for a healthy community.	<input type="checkbox"/>
Taxi Owner License	Clerks	Track and manage taxi owners.	<input type="checkbox"/>
Taxicab / Uber Operator Management	Clerks	Stay on top of transportation trends.	<input type="checkbox"/>
Tennis Court Use Application	Clerks / Recreation	Residents looking to stay active will appreciate the 24/7 accessibility and ease of use of GovPilot's digital tennis court reservation form.	<input type="checkbox"/>
Theater License	Clerks	Promote the creation of a thriving entertainment district with GovPilot's digital theater license application form.	<input type="checkbox"/>
Trailer Park Application	Clerks	GovPilot's straightforward trailer park/camp permitting module helps local government track everyone who rolls into town.	<input type="checkbox"/>
Tree Removal Permit	Clerks	Tree removal, restoration and replanting is simply done with GovPilot automation carrying the module along.	<input type="checkbox"/>
Use of Borough Facilities	Clerks / Recreation	Always accessible and followed by a speedy review module, GovPilot makes it easy for residents to book borough facilities and easy for government to manage reservations.	<input type="checkbox"/>
Vacant Property Exemption	Zoning / Housing	GovPilot streamlines all facets of vacant property management, exemption included.	<input type="checkbox"/>
Vacant Property Registration	Housing / Zoning	Vacant properties registered through GovPilot digital forms are tracked and managed via GovPilot's efficient, automated workflow.	<input type="checkbox"/>
Vehicle Maintenance Management	Public Works	Vehicle maintenance made simple.	<input type="checkbox"/>

Terms and Conditions

Any capitalized terms used in these Terms but not otherwise defined will have the meanings ascribed to them in the Cover Sheet. If there is any conflict or inconsistency between the terms of the Cover Sheet and these Terms, then these Terms will control solely to the extent of the conflict or inconsistency.

1. Definitions

- a. **“Authorized Purpose”** means (i) to input, import and export data and perform functions related to government management within the geographic regions identified on the Cover Sheet; and (ii) to enable Public Users to submit and view certain data within the geographic regions identified on the Cover Sheet through the Public Service and GIS Map.
- b. **“Authorized User”** means Customer’s employees who may access the Service with a valid username and password issued by GovPilot.
- c. **“Confidential Information”** means any information disclosed by either Party to the other Party that is marked as “Confidential” or “Proprietary” at the time of disclosure. Without limiting the foregoing, Confidential Information also includes this Agreement, the Cover Sheet, the non-public facing aspects of Service, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service. Confidential Information will not, however, include any information which, as shown by documents in the receiving Party’s possession, (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information. Additionally, Confidential Information will not include any Data (defined in Section 3 below) or any information that can be obtained through a public records request under applicable law.
- d. **“Custom Data”** means any and all data, including, but not limited to shape files, entered or imported into GovPilot, either directly or through hosted forms, by Authorized Users or Public Users
- e. **“GIS Map”** means the geographic information system graphical interface including Pre-Loaded Data and Custom Data added by Customer and made available in the form of a map for use by Authorized Users and Public Users.
- f. **“Legacy Data”** means any and all historical data the Customer submits to the Service. Legacy Data must conform to GovPilot’s importing requirements.
- g. **“Pre-Loaded Data”** such as the property data, tax assessment data, sales data and map layer data, where available, that is related to the properties on the Service and pre-loaded within the Service by GovPilot.
- h. **“Professional Services”** means those services described in the Cover Sheet.
- i. **“Public Users”** means a user of the Public Service.
- j. **“Public Service”** means the limited online platform made available to members of the public, which allows members of the public to access digital e-commerce forms, public forms approved by Customer and the public-facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- k. **“Service”** means the online platform to which access is provided to Customer pursuant to this Agreement and which allows Authorized Users to access the Pre-Loaded Data, the systems, modules, digital e-commerce forms and outward facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- l. **“Subscription”** means the subscription type selected on the Cover Sheet required for Authorized Users to access the Service.

2. Access to Service

- a. **Grant.** Subject to the terms and conditions of this Agreement, GovPilot hereby grants to Customer a nonexclusive, nonsublicensable and nontransferable right during the Term (defined in Section 9 below) to allow the Authorized Users to access and use the Service for the Authorized Purpose. GovPilot will provide Public Users with access to the Public Service, subject to GovPilot's Terms of Use and Privacy Policy (collectively, the "Policies").
- b. **Additional Restrictions.** Neither Customer nor any party acting on its behalf (including Authorized Users) may: (i) transfer, distribute, sell, lease, license or sublicense access to the Service; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service; (iii) allow any party to access the Service except for Authorized Users and Public Users; (iv) write or develop any derivative software or any other software program based upon the Service or any Confidential GovPilot Information; (v) attempt to disrupt the integrity or performance of the Service; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; or (vii) otherwise use the Service in any manner that may violate any applicable laws, rules or regulations or infringe any third party intellectual property or other rights.
- c. **Authorized Users.** Customer acknowledges and agrees that it is responsible for all use or misuse of the Service by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement will be deemed a breach under this Agreement. All Authorized Users will be required to accept the Policies. GovPilot reserves the right to immediately suspend any or all Authorized Users' access to the Service if GovPilot believes, in its sole discretion, that an Authorized User has misused the Service. Customer will provide GovPilot with the name and email address of each Authorized User promptly following the Effective Date and update the list as it may change during the Term. The access credentials that GovPilot provides to each Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity.
- d. **GovPilot Ownership.** Except for the rights granted to Customer in Section 2(a) above and Customer's rights to Data, as between the Parties, GovPilot retains all right, title and interest, including all intellectual property rights, in and to the Service (including all updates thereto) and all aggregated and de-identified information that GovPilot's systems or applications automatically collect regarding use of the Service and its performance ("Diagnostic Data"). All rights that GovPilot does not expressly grant to Customer in this Section 2 are reserved and GovPilot does not grant any implied licenses under this Section 2.
- e. **Feedback.** From time-to-time, Customer may provide GovPilot with feedback, analysis, suggestions and/or comments related to the Service (collectively, "Feedback"). Customer hereby grants to GovPilot a perpetual, irrevocable, transferable, sublicenseable, royalty-free and worldwide right to use, reproduce, modify, create derivative works of, distribute, publicly display or perform the Feedback without restriction whatsoever, in any media now known or hereafter devised, and without any compensation or credit to Customer.
- f. **Training and Support.** Commercially reasonable training and support are available for the Service via remote web session. GovPilot will only respond to training and support requests from the primary and secondary Customer contacts identified on the Cover Sheet. Telephone support is only available between 9:00 a.m. and 5:00 p.m. Eastern Standard Time during normal business days. Training and support are subject to the rates set forth in the Cover Sheet.

3. Data

As between Customer and GovPilot, Customer owns all Data. Customer hereby grants to GovPilot a license to use all data entered into the Service by Customer or any party acting on its behalf (including Authorized Users) (collectively, "Data") to provide and improve the Service. Customer represents and warrants that: (a) it owns the Data or otherwise has and will have the rights necessary to grant the license set forth in this Section; and (b) the uploading or transmitting of Data to the Service does not and will not violate any third party rights, including, without limitation, any intellectual property or confidentiality rights.

4. Professional Services

- a. **General.** Subject to Customer's compliance with the terms and conditions of this Agreement, GovPilot will perform the Professional Services in accordance with any specifications set forth in the Cover Sheet. Professional Services are deemed accepted upon receipt unless otherwise expressly indicated in the Cover Sheet. Customer will reasonably cooperate with GovPilot to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for GovPilot to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any obligations described in the Cover Sheet in a timely manner; and (iii) responding to GovPilot's reasonable requests related to Professional Services in a timely manner.
- b. **Intellectual Property Rights.** GovPilot solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by GovPilot, solely or in collaboration with others, arising out of, or in connection with, GovPilot performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("Inventions"). GovPilot hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable, royalty-free and worldwide right during the Term only to use the portion of the Inventions that is incorporated into any deliverables that GovPilot must provide to Customer as set forth on the Cover Page solely to use any such deliverables. GovPilot reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Agreement.

5. Fees

- a. **Payment of Fees.** In consideration for the access granted to the Service and GovPilot's performance of the Professional Services, Customer will pay the fees set forth in the Cover Sheet ("Fee"). Payments may only be made by check. Payments more than thirty (30) days overdue will accrue interest at a rate of 15% per year, or the maximum allowed by law, whichever is less.
- b. **Taxes.** All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government ("Taxes"). Customer will pay or reimburse GovPilot for all such Taxes arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of GovPilot).
- c. **Changes to Fees.** GovPilot reserves the right to increase the Fee in a Renewal Term (defined in Section 9 below) upon notice to Customer at least ninety (90) days prior to the applicable Renewal Term.

6. Representations and Warranties and Limitation of Liability

- a. **Representations and Warranties.** Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) it will abide by all applicable federal, state and local laws and regulations in connection with its performance under this Agreement.
- b. **Warranty Disclaimer.** Except as expressly set forth under section 6(a), gov pilot makes no other warranties relating to the service (including, without limitation, any content or data appearing therein) or the professional services, and hereby disclaims all other such warranties, whether express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.
- c. **Limitation of Liability.** To the fullest extent permitted by applicable law, (i) in no event will either party be liable for any loss of profits, loss of use, business interruption, loss of data or indirect, special, incidental or consequential

damages of any kind in connection with or arising out of the service and professional services, even if such party has been advised of the possibility of such damages; and (ii) neither party's liability under this agreement will exceed the fees paid by customer to govpiilot under this agreement. the provisions of this section 6 allocate risks under this agreement between customer and govpiilot. the fee reflects this allocation of risks and limitation of liability.

7. Indemnification

a. Infringement Indemnity

- (i) **Indemnity.** GovPilot will defend Customer from any claim, action or allegation brought against Customer by a third party alleging that the Service infringes any copyright or trade secret right of that third party, and GovPilot will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such third party claims, subject to Customer's compliance with Section 7(c) (each, an "Infringement Claim").
- (ii) **Options.** In the event of any Infringement Claim, GovPilot may, at its sole option and expense: (A) procure for Customer the right to continue use of the Service or infringing part thereof; (B) modify or amend the Service or infringing part thereof, or replace the Service or infringing part thereof with other software having substantially the same or better capabilities; or, (C) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a pro rata portion, if any, of any pre-paid Fees.
- (iii) **Exclusions.** GovPilot will have no liability for any Infringement Claim if the alleged infringement results from (A) Customer's breach of this Agreement; (B) any modification, alteration or addition made to the Service or any use thereof, including any combination of the Service with software or other materials not provided by GovPilot; (C) Customer's failure to use any corrections or modifications made available by GovPilot that would not result in any material loss of functionality; (D) use of the Service in a manner or in connection with a product or data not contemplated by this Agreement; or (E) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by GovPilot in writing.

b. **Customer.** To the fullest extent permitted by applicable law, Customer will defend GovPilot from any claim, action or allegation brought against GovPilot arising from Customer's breach of this Agreement, and Customer will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such Third Party Claims, subject to GovPilot's compliance with Section 7(c).

c. **Procedures.** Any claim subject to indemnification under this Section 7 will be subject to the following provisions: (i) the indemnifying Party will be given prompt written notice of the claim by the indemnified Party, provided that any delay in providing notice will not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying Party was materially prejudiced by the delay as proven by documentary evidence; (ii) the indemnifying Party will have the right to control the defense and all negotiations relative to the settlement of any such claim, provided that no settlement on the part of the indemnified Party may be made without the express written consent of the indemnified Party; and (iii) the indemnified Party will reasonably cooperate with the indemnifying Party and its counsel at the indemnifying Party's cost and expense.

d. **Limitation.** This Section 7 states each Party's sole remedy and liability, as applicable, in connection with indemnity claims that fall within the scope of this Section 7.

8. Confidential Information.

The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable efforts). Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each Party agrees not to disclose any Confidential Information of the other Party to any third parties except to its employees who

have a need to know such information to perform obligations or exercise rights under this Agreement. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. Upon the termination or expiration of this Agreement, each Party will immediately delete all tangible embodiments of the other Party's Confidential Information within its possession or control.

9. Term and Termination

- a. **Term.** This Agreement will take effect on the Effective Date and will remain in force for the initial term specified on the Cover Sheet ("Initial Term"). Thereafter, the Agreement will renew on an annual basis until either Party provides at least sixty (60) days' prior written notice of its desire not to renew prior to the end of the then-current term (each, a "Renewal Term," and together with the Initial Term, the "Term").
- b. **Termination for Cause.** Either Party may, immediately upon providing written notice to the other Party, terminate this Agreement if the other Party (i) is in material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching Party gives the other Party written notice of such breach; or (ii) terminates or suspends its business, becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
- c. **Survival and Termination Obligations.** Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Service and all outstanding Fees will become immediately due and payable to GovPilot. Sections 1, 2(b)-(e), 3, 4(b), 5(a)-(b), 6-8, 9(c), 10 and all defined terms appearing in those Sections will survive this Agreement.

10. Miscellaneous

- a. **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the other Party, except in connection with a sale of assets, reorganization, acquisition, merger or consolidation. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section 10(a) will be null and void.
- b. **Notices.** Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via facsimile or electronic mail pursuant to the contract information set forth in the Cover Page. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient.
- c. **Limitation on Claims.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a Party knew or reasonably should have known of the breach or claimed breach.
- d. **Force Majeure.** Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the applicable Party. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

- e. **Waiver.** Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.
- f. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- g. **Integration.** This Agreement and the Cover Sheet contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both Parties.
- h. **Purchase Orders.** No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Service will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of GovPilot to object to such terms, provisions or conditions.
- i. **Export.** Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and will not export, use or transmit the Service (i) in violation of any export control laws of the United States or any other country; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.
- j. **U.S. Government Restricted Rights.** If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that GovPilot provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. government agency has a need for rights not granted under these terms, it must negotiate with GovPilot to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- k. **Trademarks.** Upon obtaining the other Party's prior written consent in each instance, each Party may use the other Party's name, trademarks, tradenames, service marks, and logos, in its client or service provider list, as applicable, in the same manner in which it uses the names of its other clients and service providers, as applicable.
- l. **Governing Law.** This Agreement will be governed by the laws of the State of New Jersey, without reference to its conflict of laws principles. Any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in Hudson County, New Jersey. The Parties hereby consent to the exclusive jurisdiction and venue of such courts and agree not to challenge such venue under any circumstances.

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 11/19/2018

RESOLUTION# 18-251

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan	✓		✓			
O'Connell						✓
Sasso						✓
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

OVERPAYMENT

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to issue the following check on the property listed below and charge same to Overpayment of 2018 Taxes:

Block/ Lot	Name	Property Location	Amount
1203/9.01	Tiwary, Sanjay & Urvashi 119 Valley Road Allendale, NJ 07401	119 Valley Road	\$7,719.25

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 19, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 11/19/2018

RESOLUTION# 18-252

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan	✓		✓			
O'Connell						✓
Sasso						✓
Strauch			✓			
Wilczynski		✓	✓			
Mayor White	---	---				

TRANSFER OF OVERPAYMENT

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to transfer the following overpayment listed below from Overpayment of 2018 Taxes to Taxes Receivable for 2019:

<u>Block/ Lot</u>	<u>Name</u>	<u>Property Location</u>	<u>Amount</u>
605/15	DiMiceli, Anthony & Anna	47 Gloria Drive	\$4.51
2008/9.01	VanDerLeeuw, Kristiaan	130 Elmwood Ave	\$4.64
TOTAL			\$9.15

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 19, 2018.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 11/19/2018

RESOLUTION# 18-253

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan	✓		✓			
O'Connell						✓
Sasso						✓
Strauch			✓			
Wilczynski		✓	✓			
Mayor White	---	---				

UNCOLLECTIBLE PROPERTIES

BE IT RESOLVED, by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to cancel the taxes owed on the following list of uncollectible properties for 2018. The properties are as follows:

BLOCK / LOT	ADDRESS	AMOUNT
301 / 45	Rear Farley Place	\$202.14
2204 / 15	New Street	\$ 34.46

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 19, 2018.

Anne Dodd, RMC
Municipal Clerk