DATE:	February 22, 2022	1ST READING:	February 22, 2022
INTRODUCED BY:	Mayor Corcoran	2ND READING:	Dispensed
REFERRED BY:		3RD READING:	Dispensed
TEMPORARY NO:	T 35-2022	ADOPTED:	February 22, 2022
		EMERGENCY:	February 22, 2022

ORDINANCE NO. 5909-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE ULTRASONIC WATER METERS AND APPURTENANCES FROM BADGER METER, INC., NOT TO EXCEED $400,000.00 FOR CALENDAR YEAR 2022, AND DECLARING AN EMERGENCY.

WHEREAS, per Ordinance No. 4634-2009, the City entered into a contract with Badger Meter, Inc. for the installation and implementation of the AMR water meter automated system; and

WHEREAS, the City must purchase additional Ultrasonic water meters, which are uniquely compatible with the City's water meter system, for new construction installs and/or replacements; and

WHEREAS, Badger Meter, Inc. is the sole manufacturer of the Ultrasonic water meters, which are the only brand or type of meter which can be integrated into the City's existing automated system.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to purchase Ultrasonic water meters and appurtenances from Badger Meter, Inc., not to exceed $400,000.00 for the year 2022.

SECTION 2. City Council finds that formal bidding is not required per Charter Section 11.7 and due to the fact that Badger Meter, Inc. is the sole manufacturer of the Ultrasonic water meters, which are unique in that they are the only product compatible with the City's existing water meter system.

SECTION 3. The cost of the ultrasonic water meters and appurtenances shall be charged to and paid from the appropriate fund.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in

such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.
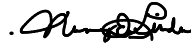
SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to purchase the ultrasonic water meters at a lower price. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :

Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR

DATE:	February 7, 2022	1ST READING:	February 7, 2022
INTRODUCED BY:	Mayor Corcoran	2ND READING:	February 22, 2022
REFERRED BY:		3RD READING:	Dispensed
TEMPORARY NO:	T 22-2022	ADOPTED:	February 22, 2022
		EMERGENCY:	February 22, 2022

ORDINANCE NO. 5910-2022

AN ORDINANCE RETROACTIVELY APPROVING A CONTRACT THAT WAS ENTERED INTO BETWEEN THE CITY OF NORTH RIDGEVILLE AND INVOICE CLOUD, INC. FOR THE PAYMENT OF UTILITY BILLS, AND DECLARING AN EMERGENCY.

WHEREAS, the City entered into a three (3) year contract with Invoice Cloud, Inc. on August 9, 2021, with the Go Live Date being November 9, 2021; and

WHEREAS, Invoice Cloud, Inc. provides a payment portal through which citizens pay their utility bills; and

WHEREAS, after viewing demonstrations with other companies, it was determined that Invoice Cloud, Inc. would best fit the needs of the City Utility Department; it replaces Ubill which was the City's prior provider.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The contract the City entered into with Invoice Cloud, Inc. on August 9, 2021, is hereby retroactively approved. A copy of the contract is attached hereto and made a part of this ordinance as if rewritten herein.

SECTION 2. Said contract has an initial term of three (3) years commencing on the execution date and will continue for a period of three (3) years after the Go Live Date; it will automatically renew for each additional successive three (3) year term unless terminated by either party, effective at the end of the initial or any renewal term, as set forth in the contract.

SECTION 3. There will be a monthly monetary cost, but it is not a set amount. The cost will be determined by what payment method is used – credit card, cash, ACH returns, credit card reader fees, etc.
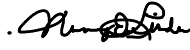
SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to continue to operate with Invoice Cloud, INC. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :

Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR

Invoice Cloud
Statement of Work
City of North Ridgeville

Overview
The Invoice Cloud (IC) suite of services (The Service) will give the *City of North Ridgeville* (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the *City of North Ridgeville* to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:
1. Biller – Merchant / *City of North Ridgeville*
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. **Security and Industry Compliance**
Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.
   a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
   b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
   c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. **Data Integration**
Invoice Cloud does maintain an integration with *Muni-Link*. The integration for the *City of North Ridgeville* will include the functionality found in Appendix B.

3. **Payer Portal**
The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.
   a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
   b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
   c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.

e. A Payer will have the ability to choose their payment date (also known as scheduled payments).

f. The system will accept partial, full, or overpayments as defined by the Biller.

g. The Payer will register with the Service using the authentication method designated by Biller.

h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.

i. The Payer will receive an email confirmation of payment after any payment process.

j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.

k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.

l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.

m. The Service includes shopping cart functionality.

n. The Service will allow the Payer the option to elect paperless billing.

o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.

p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).

b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH).

c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.

d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:

- ACH Reject Notifications
- Batch Close Notifications
- Daily Management Report
- File Processing Notifications
- Month End Billing Invoice
- Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
- Status Notifications (notifications of planned outages, new features, etc.)

e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
- allowing customers to update their phone or mailing address through the payer portal
- allowing customers to pay less than, or more than the balance due based on receivable type
- updating Refund Policy description
- updating customer service phone number

5. **Biller Portal - Reporting**
Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

a. Reports:
b. Search Customers*
c. Search Invoices
d. Search Payment Transactions*
e. Monthly Summary
f. Registration Report*
g. Autopay Report*
h. Paperless Report*
i. Data Synchronization History
j. EFT/ACH Rejects*
k. View Scheduled Payments*
l. Invoice File History
m. Import Errors
n. Daily Payments Received*
o. Total Outstanding Invoices
p. Email Notification Summary
q. Email Statistics
r. Email Tracking
s. Bounced Email Report
   - Email Statistics
   - Email Tracking
   - Bounced Email Report

6. **Payer Email Notifications**
Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
- First Invoice Email Notification
- Second Invoice Email Notification
- Third Invoice Email Notification
- Payment Transaction Receipt
- Declined Auto Pay Transaction
- Late Fee Email Notification
- Declined Scheduled Payment Notification
- Registered Customer Welcome Email
- AutoPay Registration Notification
- Paperless Registration Notification
- ACH Reject/Chargeback Notices (with reason codes and descriptors)
- Credit Card Expiration Notification
- Scheduled Payment Confirmation
- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification
- Linked Accounts Third Notice Notification
- AutoPay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

7. **Business Rules**

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

a. Ability to allow partial payments, over payments, full balance only, or late fees.

b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.

c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. **Implementation Process**

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

 a **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.

 b. **Project Timeline** – Details project schedule and milestones.

 c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. **Support & Training**

 a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.

 b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.

 c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.

 d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.

  i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.

  ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.

 e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.

 f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.

  • All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.

  • Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.

  • Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

10. **Marketing**

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be

provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. **CloudIVRConnect™**

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:
- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. **CloudSMSConnect™**

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:
- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. **CloudStore™**

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:
- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

14. **Online Bank Direct™**

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:
- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file

- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the *City of North Ridgeville,* as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of North Ridgeville   Invoice Cloud, Inc.

By: _____   By: _Thomas E. Griffin_____

Printed Name: _Kevin Corcoran_   Printed Name: ___Thomas E. Griffin_____

Title: _Mayor_____   Title: _____President_____

Date: _8/9/21_____   Date: ___8/10/2021_____

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Modules & Features		
PRODUCTS		
Invoice Types	Utility	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Apple Pay / Google Pay	Supported	
PayPal	Supported	
DATA EXCHANGE	**Method**	**Frequency**
Invoices	Web Services	Near Real Time
Payments	Data Pump (Near Time)	Near Real Time
AutoPay Flags	Data Pump (Near Time)	Near Real Time
Paperless Flags	Data Pump (Near Time)	Near Real Time
Account Balances	Real Time Data Refresh	On Demand
Block Payment Method (Credit/ACH)	Real Time Data Refresh RTDR	On Demand
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Supported	
CUSTOM OPTIONS		
Single Sign-on	Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment/Balance File (BAF)
Sample Payment/Lockbox file
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable
Allow Invoice Cloud IPs to access web services (if needed)
Bill Conversion Data if applicable

InvoiceCloud

Biller Order Form

SALES INFORMATION

IC Sales Rep	John Prodan		Vertical	Utility
Order Date	8/6/2021		Billing Software	Muni-Link

BILLER INFORMATION

Ownership Type	Government	Phone	440-353-0819	Fax	
Legal Name	City of North Ridgeville	Website URL	https://www.nridgeville.org/Default.aspx		
Address 1	7307 Avon Belden Road	Bus. Open Date	1829		
Address 2		Federal Tax ID	34-6002305		
City	North Ridgeville	*Federal Tax ID and Legal Name must match on all documents			
State	OH	ZIP	44039		

BILLER CONTACT

Primary Contact Name	Tara Peet	
Phone	(440) 353.0840	
Email Address	tpeet@nridgeville.org	

SIGNING AUTHORITY

Name	Kevin Corcoran		Title	Mayor
Phone		Fax	Email Address	kcorcoran@nridgeville.org

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)

Note: Must include voided business check or bank letter for each unique account

Billing Method	Direct Debit			
Routing #	241070394		Last 4 Acct #	7212

PAYMENT METHODS ACCEPTED

Payment Methods	[American Express] [VISA/Mastercard/Discover] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

Description	Interval	Cost Type	Cost
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed ($)	$10.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed ($)	$10.00
Invoicing - Invoice Presentment For Paperless Customers	Per Transaction	Fixed ($)	$0.25

HARDWARE

Card Reader Type	Swipe Only	Quantity	3	Cost per Reader	15.00	
Card Reader	IDTech SREDKey			Billing Interval		
Shipping Address (If different than location address)						

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

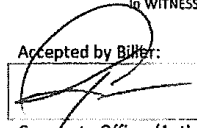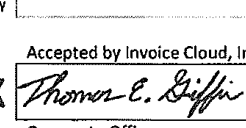| IMPLEMENTATION CHARGES			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	$0.00 *(WAIVED)*	

NOTES/SPECIAL HANDLING

[signature page follows]

CERTIFICATION AND AGREEMENT

A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.

B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.

D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X _____

Corporate Officer/Authorized Official

| Kevin Corcoran |
Printed Name

| Mayor |
Title

Accepted by Invoice Cloud, Inc.:

X _____

Corporate Officer

| Thomas E. Griffin |
Printed Name

| President |
Title

InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET
Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility Bills		Pricing Model	Non Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
14440	14440	14440	14440	14440	14440	14440	14440	14440	14440	14440	14440

Avg CC Transaction $	102.00	Max Invoice $	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	14440

PRODUCTS AND SERVICES

Products and Services	[EBPP/SSO] [IVR] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal	.75%	$0.12		Yes
All Payment Sources	ACH/EFT		$0.70		Yes
IVR	All Payment Methods		$0.95		Yes

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	
IVR Surcharge	All Payment Methods				

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	241070394	Last 4 Acct #	7212	

NOTES / SPECIAL HANDLING

Biller Agreement

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at http://www.invoicecloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards) , within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to

Biller Agreement

maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction $ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than 5%, provided, however, that such increase may not apply during the Initial Term and may not occur more than once per Renewal Term.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to

Biller Agreement

Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

Biller Agreement

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

   a.   Commercial General or Business Liability Insurance with minimum combined single limits of One Million ($1,000,000) each occurrence and Two Million ($2,000,000) general aggregate.

   b.   Umbrella Liability Insurance with minimum combined single limits of Five Million ($5,000,000) each occurrence and Five Million ($5,000,000) general aggregate.

   c.   Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million ($1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.

   d.   Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars ($1,000,000) per claim and in the aggregate.

17.   Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED $10.

19.   General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Biller Agreement

BILLERS TERMS AND CONDITIONS (www.invoicecloud.com/termsandconditions)

1.   **Definitions.**

As used in the Agreement and in any Biller Order Form now or hereafter

"Agreement" or "Biller Agreement" means these terms and conditions, any Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller Data" means invoices and bills of the Biller.

"Biller Order Form" means the order form referencing the services to be performed by Invoice Cloud and any add on services under any add on Biller Order Form.

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals or other refunds or credits, that Biller previously presented to Invoice Cloud under this Agreement;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service.

"Customer" shall include customers, taxpayers and users of services of Biller.

"Customer Data" means any data, information or material provided or submitted by Biller or its Customers to the Service or the Biller's customers and/or payers in the course of using the Service;

"Effective Date" means the date this Agreement is accepted by executing a Biller Order Form;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Integration Components" means software, which integrates the Service with third party software, and any updates or revisions thereto.

"Invoice Cloud" means collectively Invoice Cloud, Inc., a Delaware corporation.

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"IVR" means the software as service which provides interactive voice response, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound.

"Payment Instrument Transaction" is transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, authorized and established between a Customer and a credit card association or issuer, or representatives or members thereof that Biller accepts from Customers as payment for the Services. Payment Instrument Transactions include, but are not limited to, transactions processed by credit and debit cards, ACH, EFT and Check 21 transactions, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Order Form" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Biller Order Form, the terms of this Agreement shall prevail);

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other corporate services identified on the Biller Order Form, developed, operated, and/or maintained by Invoice Cloud, accessible via www.invoicecloud.com or another designated web site or IP address, or ancillary online or offline products and services provided to Biller by Invoice Cloud, to which Biller are being granted access under this Agreement, including the Invoice Cloud Technology and the Content.

"Submitter" means the Biller's status under the Agreement and Order Form where Biller's Customers submit Transaction Data directly to the payment processor or credit card processor who then processes the Transaction Data with the associated convenience fee being paid to Invoice Cloud and Invoice Cloud being responsible to pay the applicable convenience fee to the payment processor.

"Transaction" is a transaction conducted between a Customer and Invoice Cloud (on behalf of Submitter) utilizing either a Payment Instrument or a bill presentment in which consideration is or to be exchanged or tax is or to be due between the Customer and Biller.

"Transaction Data" is the written or electronic record of a Transaction, including but not limited to an authorization code or settlement record and Biller Data.

2.   **Biller's Responsibilities.** (a)Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall (i) notify Invoice Cloud

immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Biller may not. (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iii) attempt to gain unauthorized access to the Service or its related systems or networks. Biller shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances

Biller agrees to provide Invoice Cloud with complete and accurate billing and contact information This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it

(b) Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested.

Any change in a return/ cancellation policy with the transactions underlying the Transaction Data must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change

If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment with respect to Transactions under the Service cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account, nor, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Individual users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under http://www.invoicecloud.com/privacy.html Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

The following is only applicable to any Biller who is a Submitter, as well as for AMEX credit card charges

As to all Transactions Biller submits to Invoice Cloud for processing, Biller represents and warrants that

(1) The Transaction Data represents payment or refund of payment, for a bona fide transaction

(2) The Transaction Data represents an obligation of the Customer for the amount of the Transaction and the accuracy of all Transaction Data.

 (3) The Transaction Data does not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the customer.

(4) The Transaction Data is free from any material alteration not authorized by the Customer

(5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim

(6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.

(7) Biller has made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer

(8) Any transaction submitted to Invoice Cloud to credit a Customer's account represents a refund or adjustment to a Transaction previously submitted to Invoice Cloud.

(9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction Data is in any manner impaired. The Transaction Data is in compliance with all applicable laws, ordinances, and regulations. The Transaction Data is originated in compliance with this Agreement and any applicable agreements.

(10) For a Transaction where the Customer pays in installments or on a deferred payment plan, a Transaction Data record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.

(11) Biller has not submitted any Transaction that it knows or should have known to be either fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

(12) All Transaction Data is complete and accurate (including with respect to total due fields) and Invoice Cloud is not liable or responsible for any incomplete or inaccurate Transaction Data.

American Express Compliance only.
(1) Biller agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide

(2) Processing Restrictions. Biller is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

(3) Third Party Beneficiary Rights
- Biller confers on American Express the third party beneficiary rights, but not obligations, to the Biller Agreement and subsequent addendums (collectively the "Agreement") between Biller and Invoice Cloud and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
- Biller warrants that it does not hold third party beneficiary rights to any agreements between Invoice Cloud and American Express and at no time will attempt to enforce any such agreements against American Express.

(4) American Express Liability BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

3.   Chargebacks, Rejects If Biller is subject of excessive Chargebacks, in addition to our other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) request that Biller in every case commence issuing refund and related payments directly to Customer; (ii) notify Biller of a new rate that will be charged to process Chargebacks, (iii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines or request a Reserve Amount (where a Reserve Account is noted under the Biller Order Form or as otherwise required under the terms of this Agreement or other agreement with Invoice Cloud or any payment processor), or (iv) terminate the Agreement. Biller also agrees to pay any and all penalties, fees, fines and costs assessed against Invoice Cloud (or the payment processor) relating to your violation of this Agreement, or other agreement related thereto.

Biller agrees that it is fully liable if any Transaction, for which Invoice Cloud has provided Biller credit or paid Biller, is the subject of a Chargeback or ACH rejects or reversals or other refunds or credits. To the extent Invoice Cloud has paid or may be called upon to pay a Chargeback, refund or adjustment for or on the account of a Customer and Biller does not reimburse us as provided for in this Agreement, or has insufficient funds to draw from in the Billers Debit Account (to the extent applicable as provided in Section 4 below) then for the purpose of our obtaining reimbursement of such sums paid or anticipated to be paid, Biller authorizes Invoice Cloud to Cloud net such amounts or offset from any payments from the payer to the Biller shall indemnify, defend and hold Invoice Cloud harmless therefrom. The Billers Debit Account will contain sufficient funds to cover any estimated exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may (but is not required to) apply funds in the Billers Debit Account (to the extent applicable as provided in Section 4 below) toward, and set off any funds that would otherwise be payable to Biller against, the satisfaction of any amounts which are or may become due from Biller pursuant to this Agreement. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

The following are some of the most common reasons for Chargebacks, in no way is this intended to be an exhaustive list of possible Chargeback reasons.

(1) Failure to issue a refund to a Customer as required.

(2) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules.

(3) A Customer disputes the Transaction, or claims that the Transaction is subject to a set-off, defense, or counterclaim.

Invoice Cloud may receive a Chargeback from a Transaction, an AMEX credit card Service or otherwise Some common reasons for Chargebacks are listed herein. In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account or Invoice Cloud netting such amounts from any payments from the payer to the Biller). In addition, Biller shall be responsible to Invoice Cloud for charges against any reserves required by payment or credit card processors, and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization. To the extent permitted by applicable law, Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging (i) charge against any reserves required by payment or credit card processors; (ii) a Chargeback, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data, or (v) relating directly or indirectly to Biller's or its authorized users' use of the Service. Invoice Cloud may receive a Chargeback from a Transaction where Biller has a submitter agreement, an AMEX credit card Service or otherwise, where the possibility of Chargebacks are noted as part of the Service. In the event that Invoice Cloud receives a Chargeback,

Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account).

4. Certain Contractual Terms. The following only applies to the extent not otherwise addressed in the Agreement:

LIMITED WARRANTY: THE INTEGRATION COMPONENTS ARE PROVIDED "AS IS" ALL WARRANTIES, EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED WITH RESPECT TO THE INTEGRATION COMPONENTS INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR AGAINST LATENT DEFECTS.

INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller

To the extent that the Biller's Agreement does not have a Biller indemnification, limited warranty or limitation of liability clause respectively, or to the extent that there is no Biller Agreement, the clauses in this Section 4 shall apply, shall control and be binding on the Biller Where there is no Biller Agreement, the terms of these Biller Terms and Conditions (and any order forms) shall be the sole and entire agreement between the parties.

5.   Biller Deposit Account Automatic Debit (Applicable where Biller Debit Account has been designated on the Biller Order Form)

Where Biller authorizes Invoice Cloud's receipt of all fees and periodic fees referenced in the Biller Order Form - from payments made by Customers, or from credit card processors, bank card issuers, payment associations, ACH and check processors, as applicable. Except where prohibited by applicable law, Biller shall establish a Deposit Account(s) whereby Invoice Cloud will automatically withdraw from the Biller's account(s) used for this purpose ("Biller's Debit Account(s)") the fees and periodic fees referenced in the Order Form and any Chargebacks, ACH rejects or reversals, refunds and other fees due hereunder resulting therefrom. Biller shall be responsible for and pay all fees or charges relating to Biller's Debit Account and the automatic debit facility, in accordance with the terms thereof. In addition, with respect to any invoices and/or payments that are processed through the Service, the Biller's agreements with all such credit card processors, bank card issuers, ACH and check processers shall require remittance and payment to Invoice Cloud, of all fees and to no other account. Biller shall maintain sufficient funds in the Biller's Debit Account to pay all periodic fees, Chargebacks, ACH rejects, reversals refunds and other fees due hereunder resulting therefrom.

6.   Encrypted Card Readers. (Applicable where Card Readers has been designated on the Biller Order Form)

Encrypted Card Readers (or Card Readers as described in the Biller Order Form), are provided to the Biller for their use under license fee provided in the Biller Order Form. Invoice Clouds provides to Biller the products on license Biller will be fully responsible for all products including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear

Where Invoice Cloud provides encrypted card readers, the following additional terms apply (with "products" or "device" in this Section 6 referring to the encrypted card readers):

        a.   Invoice Cloud and the manufacturer warrants that the products provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should this product fail to conform to manufacturer's specifications.. Repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's negligence, Reseller's negligence, or non-manufacturer modification of the product Invoice Cloud reserves the right to examine the alleged defective goods to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Invoice Cloud and manufacturer specifically disclaims any liability or warranty for goods resold in other than manufacturer's original packages, and for goods modified, altered, or treated by customers. Service may be obtained by delivering the product during the warranty period as instructed by Invoice

        b.   The following is the repair and replacement policy

Replacement Requests – Biller to notify Invoice Cloud that the device is not working, via email, phone call or help desk ticket.

Invoice Cloud will update and or open a new ticket for the swap replacement request
Biller must provide the serial number of the device that is not working

Replacement device will be shipped to the Biller the same day if request is submitted by 2 pm CST. Requests received after 2pm CST will be processed the following business day.

Shipping Method: Replacement devices will be shipped via Fed Ex 1-3 day at no charge to the Biller If the Biller needs the device overnighted there is an additional cost of $35.00 per device

Biller have 14 business days to return to the device that is not working to Invoice Cloud, Inc. 1148 Vickery Lane, Cordova, TN 38016, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to the Biller

Invoice Cloud shall use reasonable efforts to provide the encrypted card reader service in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud to perform maintenance,

install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network, or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonability prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems provided, however, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

c.   EXCEPT AS PROVIDED IN THIS SECTION 6, INVOICE CLOUD AND MANUFACTURER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INVOICE CLOUD MANUFACTURER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES S THAT THE MANUFACTURER PRODUCT IS OFFERED AS IS.

d.   Responsibilities of Biller. Biller will be responsible for the following: (i) Providing Invoice Cloud with a static IP address or a specific range of static IP addresses, (ii) Confidentiality of End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and Manufacturer will have no liability therefore (provided that manufacturer will use Biller Transmitted Information only for purposes of this Agreement). Biller is solely responsible for implementing security measure, procedures, and standards or any other best practice available to protect the confidentiality of Biller Transmitted Information, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) Using the Services in the manner instructed by Invoice Cloud manufacturer and otherwise in the manner intended.

e.   Network Security. Biller shall be solely responsible for ensuring that Authorized Biller Employees are not security risks. Upon Invoice Cloud's request, Biller will provide Invoice Cloud with any information reasonably necessary for Invoice Cloud to evaluate security issues relating to any Authorized Biller Employee. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration or destruction.

f.   Biller shall provide Invoice Cloud with physical access to the devices upon request after reasonable advance notice. Biller shall not, nor allow any Third Party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the devices without Invoice Cloud's express written consent. Any change of the location of the devices may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third party vendors. At the end of the term, Biller shall be responsible to return all devices, freight prepaid by Invoice Cloud, to Invoice Cloud at the place from which devices was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, and casualty, in respect thereto excepted. Biller shall use devices at all times in a workmanlike manner and in such manner as will not damage or injure the devices except by the ordinary wear and tear of such devices. In the event of damage to any devices, Biller shall notify Invoice Cloud who shall replace or repair the devices at Biller's expense.

Devices and all parts and components thereof shall retain its character as personal property and all right, title and interest thereto shall not pass to Biller but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the devices. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to devices until and unless devices is purchased and full payment therefor is made as herein provided. If Biller sells, assigns or attempts to sell or assign devices or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and with notice take possession of devices where found and to remove and keep or dispose of the same and any unpaid fees shall at once become due and payable. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of devices or otherwise enforce this Agreement or to collect moneys due hereunder Biller shall pay Invoice Cloud the equivalent of the moneys expended or charges incurred by Invoice Cloud in such behalf, including reasonable attorney's fees.

7.   Kiosks (Applicable where Kiosks has been designated on the Biller Order Form)

Kiosks (as described in the Biller Order Form), are provided to the Biller for their use under a license fee provided in the Biller Order Form. Invoice Cloud provides to Biller the products (as defined below) on license. Biller will be fully responsible for all Kiosks including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides kiosks, the following additional terms apply (with "products," "Products" and "kiosks" in this Section 7 referring to the kiosks and any firmware and software included with the kiosks and applicable documentation, as the same may be upgraded, modified, and enhanced from time to time):

a.   License. Invoice Cloud grants to Biller a non-exclusive, non-transferrable, non-sublicensable right to use, the products for its customers during the term of this Agreement, and subject to the terms hereof. The foregoing right includes (without limitation) the right to install and use the Products for purposes reasonably related to the subject matter of this Agreement, including, but not limited to, testing, and staging, of the Products. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the kiosk manufacturer. Any and all intellectual property rights to the products shall belong solely to Invoice Cloud and the manufacturer. Without limiting the generality of the foregoing, delivered products must not be (a) copied, distributed, modified, translated, adapted or altered, in part or in whole, in any way or (b) decompiled, disassembled or reverse engineered or unbundled from any product nor may Biller seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other Confidential Information contained therein. In addition, Biller may not produce, copy or alter or modify any of the products or product packaging or labeling, or combine products with any other product or services for sale without prior written consent of Invoice Cloud; such consent may be given or withheld in the sole discretion of Invoice Cloud. Biller shall not erase, remove, cover, deface, or alter any copyright trademark or patent notice, guarantee, or other statement or marking, affixed or applied by Invoice Cloud or the manufacturer on or to, either the Products or any other technical or promotional material relative to the Products.

b.   Manufacturer Limited Warranty. Kiosk Information Systems, Inc, ("Kiosk.com") warrants that the products provided pursuant to this Agreement will materially perform in accordance with the manufacturer's published specifications. Warranty service is detailed in Section 7(d) below Should the product fail to conform to manufacturer's specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, biller's negligence, or non-manufacturer negligence, or non- manufacturer modification of the product. Invoice Cloud and the manufacturer reserve the right to examine the alleged defective products to determine whether the warranty is applicable. THE PRODUCTS FROM INVOICE CLOUD ARE PROVIDED STRICTLY "AS IS" AND INVOICE CLOUD AND KIOSK.COM SPECIFICALLY DISCLAIM- ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF PERFORMANCE OR DEALING

c   Term and Effect of Termination. Minimum fee charges shall apply from the earlier of four weeks from date of delivery to Biller of each applicable kiosk or the date that the kiosks are operational. Notwithstanding anything to the contrary in the Biller Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Biller Agreement, in the event that the Biller Agreement or other agreement between Invoice Cloud and the Biller permits Biller to terminate the Agreement or any order relating to kiosks for the Biller's convenience, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the kiosks as of the effective date of termination; (b) all amounts that would have been due to Invoice Cloud through the end of the later of the term referenced in the Biller Agreement or the term of the kiosks referenced in the Biller Order Form, notwithstanding the termination, based on the minimum transaction fees on the Biller Order Form times the number of months that were remaining in the term in the Biller Order Form immediately prior to the effective date of termination, (c) all amounts due from Biller to the manufacturer for services or parts procured, and (d) any committed and non-cancellable amounts for equipment, products or kiosks, purchased by Invoice Cloud as a result of Biller's order of kiosks.

d.   Warranty Service. Service may be obtained as follows under the Advanced Exchange and Field Service

Warranty from the Manufacturer:

Advanced Exchange and Field Service Warranty provides a factory parts stocking plan with overnight shipping designed to minimize business disruption. The bundled warranty covers replacement of any failed part or workmanship, as well as the Field Service Technician site visit expense to implement the replacement part swap.

Expectations surrounding the scope of the KIOSK Advanced Exchange & Field Service Warranty are as follows:

i.   Advanced Exchange & Field Service Description

•   Phone and Warranty Parts Shipment Support. In the event that there is a warranty or support issue with any Kiosk, please contact Invoice Cloud support. The Exchange Warranty outlined below applies.
•   If replacement part and / or Field Service Technician is required, Invoice Cloud (through the manufacturer) arranges for overnight shipment of replacement parts and schedules the KIOSK.COM Field Technician Visit to arrive (typically within 24 hours of call receipt).
•   Service will be provided pursuant to service level provided in the SLA addendum at www.invoicecloud.net/sla
•   No charge for replacement components to the extent warranted hereunder and subject to the terms and conditions herein.
•   KIOSK.COM covers inbound and outbound shipping costs for failed / replacement parts except as provided herein. The manufacturer provides the Biller with an RMA number and a pre-paid return shipping label with each replacement component. When the customer receives the replacement, the failed part is then returned with the KIOSK pre-paid label

ii. Exchange Warranty – Out of Scope Items

•   The warranty and support commitments include the original kiosk enclosure and all components as shipped from the manufacturer's factory, however, does not include consigned components, customer software application, network connectivity service, custom modifications or changes made to the system, cleaning, installation, or repositioning of system.

•   Returned parts with No Defect Found (following the manufacturer failure analysis) will be billed back to the Biller. No Defect Found fees include reversal of any component credit, any applicable shipping and handling fees, as well as hourly RMA diagnostic fees of $125 / hour.)

•   The most common source of "no defect found" parts is component maintenance and cleaning neglect in the field. Biller is responsible for keeping kiosk clean through occasional wiping down with damp cloth, dusting, etc
•   Warranty does not include any customer application software, drivers, or special interface equipment and configuration unless specifically noted in the purchase contract.

•   The warranty does not apply to expendable items (i.e. normal wear and tear of external graphics etc.). Paint damage due to normal wear and tear is not covered under above warranty Paint damage resulting from manufacturing defects will be covered by above warranty

•   Damage caused by cleaning, neglect, vandalism, physical abuse or environmental acts of God are not covered under this warranty

iii.   Additional Exchange & Field Service Warranty Terms and Conditions

- Warranty service is guaranteed for 30 days for workmanship after the service is complete.
- Replacement components are not guaranteed to be new components and may come from the manufacturer refurbished and tested stock (at the discretion of the manufacturer).
- The three-year warranty on part defects is not extended if replacement parts are provided in a maintenance action.
- This warranty is voided by misuse, accident, modification, and unsuitable physical or operating environment, improper maintenance by customer, or customer's other service organizations, removal or alteration of part identification, or failure caused by a product or component not supplied by Invoice Cloud or manufacturer, or for which Invoice Cloud or the manufacturer is not responsible, or any modifications or changes to components or to the kiosk without Invoice Cloud's written approval
- Requests for optional Hourly Field Service Technician service calls must be received by 1:00 pm MST, Monday through Friday, to be eligible for the next day site arrival (24-hour) service metric. Technician request calls received after 1:00 pm MST will be scheduled on the following business day. Field service charge is $175 /hour.
- Biller will provide onsite contacts for each location. Exceptions to fulfillment of onsite service can include holidays or events that prohibit access to the location.
- Keys must be on-site and available prior to the dispatch of a Field Technician.
- Payment of out-of-scope service fees is due upon invoice. Invoice Cloud reserves the right to suspend service support until delinquent account payments are settled in full.

Invoice Cloud and the manufacturer shall use reasonable efforts to provide the kiosks in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud or the manufacturer to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of products, equipment or services provided to manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network, or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems provided, however, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the product or the Services.

  e <u>Responsibilities of Biller.</u>

  (X) Biller will be responsible for the following: (i) Providing Invoice Cloud with a static IP address or a specific range of static IP addresses, and (ii) Confidentiality of End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and Manufacturer will have no liability therefore. Biller is solely responsible for implementing security measure, procedures, and standards or any other best practice available to protect the confidentiality of Biller Transmitted Information, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) Using the Services in the manner instructed by Invoice Cloud manufacturer and otherwise in the manner intended.

  (Y) Biller shall be solely responsible for ensuring that Biller's employees are not security risks. Biller will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration or destruction.

  (Z). Biller shall provide Invoice Cloud or the manufacturer with physical access to the kiosks upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the kiosks without Invoice Cloud's or the manufacturer's express written consent. Any change of the location of the kiosks may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to de-install all kiosks, return all kiosks, freight prepaid by Biller, to Invoice Cloud at the place from which kiosks was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, excepted. Biller shall use and ensure that the kiosks are at all times used in a workmanlike manner and in such manner as will not damage or injure the kiosks except by the ordinary wear and tear of such kiosks. In the event of damage to any kiosks, Biller shall promptly notify Invoice Cloud who shall replace or repair the kiosks at Biller's expense.

  f. <u>Personal Property of Invoice Cloud.</u> Kiosks and all parts and components thereof shall retain its character as personal property and all right, title and interest thereto shall not pass to Biller, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the kiosks. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to kiosks. If Biller sells, assigns or attempts to sell or assign kiosks or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of kiosks where found and to remove and keep or dispose of the same and any unpaid fees including all fees as provided herein and in the Biller Order Form will be due and payable. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of kiosks or otherwise enforce this Agreement or to collect moneys due hereunder Biller shall pay Invoice Cloud the equivalent of the moneys expended or charges incurred by Invoice Cloud in such behalf, including reasonable attorney's fees.

  8. Interactive Voice Response Functionality

  a. License. For and in consideration for the payment of all fees and charges paid to Invoice Cloud, Invoice Cloud hereby licenses to Biller, non-exclusive access to its proprietary IVR for Biller's internal use only.

  b. Indemnification. Biller agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Section 10 and Fair Debt Collection Practices Act, 15 U.S.C. § 1692 - 1692p) and will defend and hold Invoice Cloud and Licensor harmless from any and all claims and will indemnify Invoice Cloud and Licensor against any and all costs, fines, penalties,

causes of action and claims, including reasonable attorney's fees as a result of any act by Biller. Likewise, Invoice Cloud agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Biller harmless from any and all claims and will indemnify Biller against any and all costs and claims, including reasonable attorney's fees as a result of any third party intellectual property rights infringement claim against Invoice Cloud or Licensor

c. Legal Compliance. Biller shall comply with all applicable laws, regulations, or other requirements of any governmental authority which affect this Agreement and the Biller's performance hereunder. Notwithstanding anything to the contrary in the Biller Agreement and these terms and conditions or other agreement between the parties, Biller shall be responsible for compliance with all applicable law as it relates to the call flows, content, prompts, and data flows and the Biller's benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Though neither Invoice Cloud nor Licensor provides no legal advice to Biller, Biller understands the existence of, for example, Federal Trade Commission rules and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by those and all other laws while using the IVR.

d. NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY NOR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by Invoice Cloud or Licensor, Invoice Cloud will use reasonable efforts to attempt to resume provision of the IVR. Biller acknowledges IVR or its services is provided through telephone and electronic devices and agrees not to hold Invoice Cloud or Licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor Licensors is responsible for any poor result as a result of judgments and choices made by Biller in using said service

9.   California Consumer Privacy Act of 2018
All capitalized terms used in this Section 8, not otherwise defined, shall have the meaning established in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General ("CCPA"). Regardless of Biller's status as a Business, Invoice Cloud is a "Service Provider" pursuant to CCPA. Invoice Cloud's obligations as a Service Provider include:

    a.   Invoice Cloud will not Sell Personal Information.
    b.   Invoice Cloud will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Service, as set out in the Biller Agreement, or as otherwise permitted by CCPA
    c.   Invoice Cloud will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Service
    d.   Invoice Cloud shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
    e.   Upon direction by Biller, and with a commercially reasonable amount of time, Invoice Cloud shall delete the Personal Information.
    f.   Invoice Cloud shall not be required to delete any of the Personal Information to comply with a Consumer's request directed by the Biller if it is necessary to maintain such information in accordance with Cal. Civ. Code §1798.105(d). Invoice Cloud shall promptly inform Biller of the exceptions relied upon under §1798.105(d) and Invoice Cloud shall not use the Personal Information retained for any other purpose than provided for by the exception or as otherwise permitted by CCPA
    g.   Invoice Cloud certifies it understands the prohibitions in this Section 8 and will comply with them.
    h.   If Invoice Cloud, in its sole discretion, uses a Service Provider to provide the Service, Invoice Cloud will enter into written agreements with such Service Providers requiring the Service Provider abide by terms substantially similar to this Section 8.

DATE:	January 18, 2022	1ST READING:	January 18, 2022
INTRODUCED BY:	Mayor Corcoran	2ND READING:	February 7, 2022
REFERRED BY:		3RD READING:	February 22, 2022
TEMPORARY NO:	T 5-2022 **Amended**	ADOPTED:	February 22, 2022
Amended on 1/18/2022		EMERGENCY:	February 22, 2022

ORDINANCE NO. 5911-2022

AN ORDINANCE ESTABLISHING THE POLICE STATION DEBT SERVICE BOND RETIREMENT FUND AND DECLARING AN EMERGENCY.

WHEREAS, the electors of the City of North Ridgeville on November 2, 2021, approved the issuing of bonds for the purpose of constructing, furnishing, equipping, and otherwise improving a new police station and adjacent storage facility which is to be paid from levied property tax proceeds over the period of twenty years; and

WHEREAS, in accordance with Section 5705.09 (C) of the Ohio Revised Code, requires the City to establish a bond retirement fund for the retirement of serial bond, notes, or certificates of indebtedness; and

WHEREAS, a bond retirement fund is used to account for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources when the government is obligated in some manner for payment.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. There is hereby established the "*Police Station Debt Service Bond Retirement Fund"* to account for property tax proceeds and the retirement of serial bonds, notes, or certificates of indebtedness.
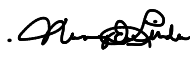
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to have the fund established in place before the sale of the bonds. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :

Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR

DATE: January 18, 2022   1ST READING: January 18, 2022

INTRODUCED BY: Mayor Corcoran   2ND READING: February 7, 2022

REFERRED BY: 3RD READING: February 22, 2022

TEMPORARY NO: T 6-2022   ADOPTED: February 22, 2022

                                                     EMERGENCY: February 22, 2022

ORDINANCE NO. 5912-2022

AN ORDINANCE ESTABLISHING THE POLICE STATION CONSTRUCTION FUND.

WHEREAS, the City of North Ridgeville is in preparation of issuing debt for the purpose of constructing, furnishing, equipping, and otherwise improving a new police station and adjacent storage facility; and

WHEREAS, in accordance with Section 5705.09 (F) of the Ohio Revised Code, the City shall establish a separate fund for each class of revenues derived from a source other than the general property tax, which the law requires to be used for a particular purpose.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. There is hereby established the *"Police Station Construction Fund"* to account for the bond proceeds and related expenditures for the construction of the new police station and adjacent storage facility.
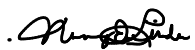
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to have the fund established in place before the sale of the bonds. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :

Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR

DATE:	February 22, 2022	1ST READING: February 22, 2022
INTRODUCED BY:	Mayor Corcoran	2ND READING: Dispensed
REFERRED BY:		3RD READING: Dispensed
TEMPORARY NO:	T 36-2022	ADOPTED: February 22, 2022
		EMERGENCY: February 22, 2022

RESOLUTION NO. 1557-2022

A RESOLUTION TO AUTHORIZE THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE FISCAL OFFICER AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City's Fiscal Officer that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for $3,000.00 or more, the City's Council, as the City's taxing authority, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the City's Fiscal Officer that there was at the time of the execution of such certificate a sufficient sum appropriated for such purpose in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, the City's Fiscal Officer certifies that the expenditure was and is properly appropriated and otherwise lawful; sufficient funds were and are available or in the process of collection to the credit of the proper fund, and the funds were and are free from any previous encumbrance; and

WHEREAS, the City is issuing Then and Now Certificates in connection with payments due and owing as shown in Exhibit A attached; and

WHEREAS, City Council deems it to be in the best interest of the health, safety, and welfare of the City to approve the execution by the City Fiscal Officer of Then and Now Certificates, and to authorize the payment of amounts due under the contracts or orders requiring the expenditure of $3,000.00 or more.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. City Council, pursuant to Ohio Revised Code Section 5705.41(D)(1), hereby approves the execution of the Then and Now Certificates by the Fiscal Officer and authorized payment due and owing as shown in Exhibit A attached and incorporated herein.
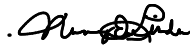
SECTION 2.   It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3.   This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the Auditor's office with the financial necessary resources to pay purchase orders. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :

Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR

EXHIBIT A

City of North Ridgeville
Then and Now Certfication Summary

	Certification Date	Invoice Date	Amount	Purpose
City of Avon Lake	2/7/2022	1/27/2022	27,337.19	Grant administration fee - 5 City Radio Project
Mission Communications	9/29/2021	9/23/2021	4,122.15	Annual monitoring for pump stations
Lorain County Local Emergency Planning	1/31/2022	1/3/2022	9,797.11	Specialize rescue response participation fee
R&K Technologies	1/1/2022	12/20/2021	6,206.29	Copier lease payment
Ohio Bureau of Workers Compensation	1/1/2022	12/17/2021	16,748.88	Premium payment
Invoice Cloud	1/12/2022	12/31/2021	5,904.98	Payment processing fees