

## PASSAIC COUNTY BOARD OF SOCIAL SERVICES

November 25, 2024

The regular meeting of the Passaic County Board of Social Services was held on Monday, November 25, 2024 at 80 Hamilton Street, Paterson, New Jersey.

### **PLEASE NOTE: THIS MEETING WAS HELD VIA ZOOM LIVE STREAM**

#### **PUBLIC NOTICE**

**TAKE NOTICE** the Passaic County Board of Social Services previously set a schedule for its regularly scheduled November 2024 meeting to occur on: **Thursday, November 21, 2024 at 9:00AM. However, that meeting was cancelled and is now rescheduled for: Monday, November 25, 2024 at 9:00AM.** Pursuant to the State of Emergency and Public Health Emergency declared by New Jersey Governor Philip Murphy set forth in Executive Order No. 103, and further limitations on public gatherings set forth in Executive Order No.: 104, the Board shall hold the Regular Meeting at 9:00AM – as scheduled, with no members of the public physically present, as authorized under N.J.S.A. 10:4-12(a), and in accordance with Administrative Order No. 20-01 issued by the Passaic County Administrator closing County Buildings to non-essential personnel and the public effective March 18, 2020 at 8:30AM. If a member of the public wishes to place a public comment on the record, please email your comment to: [info@PCBSS.org](mailto:info@PCBSS.org) stating your name, address, and matter to be addressed by the Board by no later than **November 25, 2024@ 7:00AM.** Then, the Clerk to the Board shall read same into the public record, during the public meeting. Moreover, some or all members of the Board and all members of the Public may participate in this meeting telephonically, pursuant to N.J.S.A. 10:4-12-1, et seq., and Official action may be taken. The Board Meeting for this month will be held in separate formats via the ZOOM Platform. The first is via live video through ZOOM LIVE STREAM, with the call-in information being: <https://us02web.zoom.us/j/84930504558> with meeting ID: **849 3050 4558** passcode: **416309.** The second will be via a call-in telephone number connected to the Zoom platform: 1-888-475-4499, **with meeting ID: 849 3050 4558 and passcode: 416309.** The public will also have an opportunity to speak during the “public portion of this meeting,” through both the Zoom live stream platform and the Zoom telephonic platform – as authorized by law.

If an Executive session is required, the Board will retire to a closed session- pursuant to N.J.S.A. 10:4-6, and follow the procedures provided in this statute.

#### **STATEMENT ON DECORUM AND CONDUCT AT PUBLIC MEETINGS**

In the State of New Jersey, it is the goal of public bodies for their members and members of the public to act in a respectful manner toward one another, and not to disparage one another nor interfere with public meetings, functions, operations, or the proceedings of public bodies. Any verbal, written or physical conduct which interrupts a meeting or is related to race, gender, ethnicity, disability, sexual orientation or religion, shall not be tolerated and anyone violating this prohibited conduct may be subject to removal from the meeting and may also be subjected to other penalties that are appropriate under the law. All members of public bodies and members of the general public are requested to take personal responsibility for their actions and to treat everyone they come in contact with in a fair and respectful manner.

Failure to do so may lead to the removal of the offender from a public meeting as well as other penalties – as stated above.

The meeting was called to order at 9:10 A.M.

Present: Commissioner Dr. Jabeen Ahmed, Vice Chairwoman (technical difficulty entered at 9:17am)  
Commissioner Dawn Alston  
Commissioner Kathleen A. Donnelly, Assistant Secretary Treasurer  
Commissioner Rev. Douglas Maven  
County Adjuster Domenick Stampone

Also Present:

Talisa A. Coleman, Executive Director  
April L. Carter, Executive Secretary  
Flavio Rivera, Fiscal Officer  
Thania Melo, Human Resource Manager  
Albert Buglione, Special/Outside Counsel  
Ms. Stacey Coleman-Wheeler Administrator Supervisor, PCBSS SERVICE Dept.

Motion was made by Commissioner Jabeen Ahmed, seconded by Commissioner Kathleen Donnelly that the minutes of the Board Meeting held October 24, 2024, be approved as submitted. Motion unanimously carried on roll call.

**ADMINISTRATION**

6A Director’s Financial Report including Administrative Bills, Medical Transportation and Childcare Payments: Motion to approve payments included in the Director’s Financial Report as presented to the Board made by Commissioner Rev. Douglas Maven Donnelly, seconded by Commissioner Kathleen Donnelly. Motion unanimously carried on roll call.

6B Ratification of payments made for payrolls:

10/01/2024-10/15/2024	CK#59016275-59016275	\$1,594,422.60 Payroll
10/16/2024-10/31/2024	CK#59030966-59030967	\$1,594,212.44 Payroll

Motion to ratify payrolls made by Commissioner Rev. Douglas Maven, seconded by Commissioner Kathleen Donnelly. Motion unanimously carried on roll call.

6C Motion was made by Commissioner Rev. Douglas Maven, seconded by Commissioner Kathleen Donnelly that the Clearing Account transactions relating to the Food Stamp and Medicaid Programs as listed be approved. Motion unanimously carried on roll call.

**ASSISTANCE**

7A Categorical Assistance: Motion was made by County Adjuster Domenick Stampone, seconded by Commissioner Kathleen Donnelly, that the Board approved payment of categorical assistance for December 1, 2024, consisting of Temporary Assistance to Needy Families, Refugee Assistance and Social Service Emergency Assistance. Motion unanimously carried on roll call.

7B Funeral Grants: A motion was made by County Adjuster Domenick Stampone, seconded by Commissioner Kathleen Donnelly, that the Board approve the payment of funeral grants as listed. A copy of this listing is attached hereto and made a part of these minutes. Motion unanimously carried on roll call.

**SUSPEND REGULAR ORDER OF BUSINESS**

Motion to suspend the regular order of business and open the meeting up to the public made by Commissioner Rev. Douglas Maven, seconded by Commissioner Dawn Alston. Motion unanimously carried on roll call.

**PUBLIC PORTION (None)**

Motion to close the public portion made by Commissioner Rev. Douglas Maven, seconded by Commissioner Kathleen Donnelly. Motion unanimously carried on roll call.

**RESUME REGULAR ORDER OF BUSINESS**

Motion to resume the regular order of business and open the meeting up to the public made by County Adjuster Domenick Stampone, seconded by Commissioner Kathleen Donnelly. Motion unanimously carried on roll call.

**DEPARTMENTAL REPORTS (Informational)**

Copies of the following informational program reports were provided to the Board and are attached hereto and made a part of these minutes:

- A. Abacus Department (Informational)
- B. Property & Resources Department (Informational)
- C. Training Department (Informational)
- D. Child Support Department (Informational)

**EXECUTIVE COMMITTEE (Informational)**

A copy of the Executive Committee report was forwarded to all Board members. A copy is attached hereto and made a part of these minutes.

1. Case Statistics
2. E.A. Service and Child Support, Training, and WFNJ Monthly Statistics October 2024
3. Programmatic Changes
4. Long-Term Care Housing

**EDUCATIONAL LEAVE COMMITTEE (No Report)****PERSONNEL COMMITTEE (Approval Needed)**

Motion was made by Commissioner Rev. Douglas Maven to approve both the non-confidential and confidential Personnel Committee Reports, seconded by Commissioner Jabeen Ahmed. Motion unanimously carried on roll call.

**GOOD AND WELFARE COMMITTEE (Informational)**

Our Heartfelt condolences were extended to Commissioner Kathleen Donnelly and her family on the passing of her mother, Ms. Clare Donnelly who passed away on Monday, October 28, 2024.

**WELFARE FRAUD AND ABUSE COMMITTEE**

The monthly fraud department statistics were provided to all Board Members as part of the report of the Abacus Department (Agenda 11A).

**BUILDING AND GROUNDS COMMITTEE (Approval Needed)**

Motion was made by Commissioner Rev Douglas Maven to approve item No. 5 on the Building and Grounds Committee report, seconded by Commissioner Jabeen Ahmed. Motion unanimously carried on roll call.

1. Security
  - a. Monthly report from Sherriff Officers
  - b. In October, 27,250 clients were seen in the Paterson office
  - c. X-ray machine still inoperable
  
2. Concerns
  - a. Changes regarding security. Plan forthcoming.
  
3. Haskell Office
  - a. Multiple incidents where the staff contacted local authorities; UFS guard present in office. Requested support from Sheriff's department
  
4. Emergency Response Plan
  
5. Watercoolers Renewal Contract -Passaic Office (Approval Needed)  
36-month contract with DS Solutions for 3 watercoolers

**FINANCE COMMITTEE** (Approval Needed)

Motion to approve the Finance Committee report was made by Commissioner Rev. Douglas Maven, seconded by Commissioner Kathleen Donnelly. Motion unanimously carried on roll call.

**I. Monthly Expenditures**

All monthly expenditures are of a routine nature.

**COMMUNITY RELATIONS** (Informational)

- Community Outreach Monthly Activity Report  
John Currie, Chief Community Organization

October 31, 2024	Memorial Day Nursey Halloween Parade 401 Grand Street – 10 AM
November 13, 2024	Paterson Reentry Program PCCC Paterson Room – 10 AM
November 15, 2024	Clifton Satellite Parker Avenue – 1PM

**COUNSEL'S REPORT**

A copy of the Counsel report as forwarded to all Board members (Informational). A copy is attached hereto and made a part of these minutes.

1. Legal Counsel Reports: October 1, 2024-October 31, 2024

- a.) Hearings and Cases with Passaic County Superior Court Judges
- b.) Child Support Hearings with Passaic County Superior Court Hearing Officers
- c.) Institutional Medicaid Hearings with Judges at Office of Administrative Law.

**COMMUNICATIONS** (None)

**NEW BUSINESS-** (None)

**OLD BUSINESS-** (None)

**ADJOURNMENT** (Approval Needed)

Motion for adjournment made by Commissioner Dawn Alston, seconded by Commissioner Kathleen Donnelly. Motion unanimously carried on roll call.

\*\*\*\*\*MEETING CONCLUDED – 9:31 A.M.\*\*\*\*\*

Respectfully submitted,



Commissioner Rev. Douglas Maven  
Secretary Treasurer

Attested to:  
Talisa A. Coleman

**PASSAIC COUNTY BOARD OF SOCIAL SERVICES  
THE REGULAR MONTHLY MEETING OF THE BOARD  
MONDAY, NOVEMBER 25, 2024**

@ 9:00 A.M.

Meeting began: A.M. 9:10AM

AGENDA NO.	DESCRIPTION	COMM. AHMED	COMM. ALSTON	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY	COMM. FRIERSON	COUNTY COMM. JAMES	COMM REV. MAVEN	County Adjuster STAMPONE
1.	Call Meeting to Order	✓	✓	X	X	✓	X	X	✓	✓
2.	Oath of Allegiance to the Flag									
3.	<b>Roll Call</b>	COMM. AHMED Arrived at 9:17am Tech. Diff.	COMM. ALSTON PRESENT	COUNTY COMM. BARTLETT ABSENT	COMM. CUADRADO ABSENT	COMM. DONNELLY PRESENT	COMM. FRIERSON ABSENT	COUNTY COMM. JAMES ABSENT	COMM REV. MAVEN PRESENT	County Adjuster STAMPONE PRESENT
4.	Statement of Compliance with Open Public Meetings Act									
5.	*Approval of Minutes* Monthly Board Meeting October 25, 2024 Commissioner Jabeen Ahmed Commissioner Kathleen Donnelly	COMM. AHMED 1st YES	COMM. ALSTON YES	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY 2nd YES	COMM. FRIERSON	COUNTY COMM. JAMES	COMM REV. MAVEN YES	County Adjuster STAMPONE YES
6.	<b>Administration</b> A. Director's Financial Report: Administrative Bills, Medical Transportation and Child Care Payments. (Non-confidential list of vendors posted at meeting) B. Ratification of payroll 10/01/2024-10/15/2024 CK#59016275-59016275 \$1,594,422.60 Payroll 10/16/2024-10/31/2024 CK#59030966-59030967 \$1,594,212.44 Payroll	COMM. AHMED YES	COMM. ALSTON YES	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY 2nd YES	COMM. FRIERSON YES	COUNTY COMM. JAMES	COMM REV. MAVEN 1st YES	County Adjuster STAMPONE YES

**Also Attending:** Talisa A. Coleman, Executive Director  
Thania Melo, Human Resource Manager  
Albert Buglione, Special Counsel/Outside Counsel  
April Carter, Executive Secretary  
Flavio Rivera, Fiscal Officer

Ms. Stacey Coleman-Wheeler, Administrator Sup.

**PASSAIC COUNTY BOARD OF SOCIAL SERVICES  
THE REGULAR MONTHLY MEETING OF THE BOARD  
MONDAY, NOVEMBER 25, 2024  
@ 9:00 A.M.**

**Meeting began: A.M. 9:10AM**

7.	C. Clearing Account Transactions (recoveries) relating to the Food Stamp, Medicaid, and General Assistance Programs. (Confidential) Commissioner Rev Douglas Maven Commissioner Kathleen Donnelly <b>Assistance</b> A. Motion to approve categorical assistance payments for December 1, 2024: Temporary Assistance to Needy Families, Refugee Assistance, and Social Service Emergency Assistance. B. Funeral Grants County Adjuster Stampone Commissioner Kathleen Donnelly	COMM. AHMED YES	COMM. ALSTON YES	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY 2nd YES	COMM. FRIERSON	COUNTY COMM. JAMES	COMM REV. MAVEN YES	County Adjuster STAMPONE 1st YES
8.	<b>Suspend Regular Order of Business</b> (Motion Required) Commissioner Rev Maven Commissioner Alston	COMM. AHMED YES	COMM. ALSTON 2nd YES	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY YES	COMM. FRIERSON	COUNTY COMM. JAMES	COMM REV. MAVEN 1st YES	County Adjuster STAMPONE YES
9.	Public Portion (None)									
10.	<b>Resume Regular Order of Business</b> (Motion Required) County Adjuster Stampone Commissioner Donnelly	COMM. AHMED YES	COMM. ALSTON YES	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY 2nd YES	COMM. FRIERSON	COUNTY COMM. JAMES	COMM REV. MAVEN YES	County Adjuster STAMPONE 1st YES
12A.	<b>Committee Reports</b> <b>Executive Committee</b> (Informational) 1. Case Statistics 2. E.A. Service and Child Support, Training, and WFNJ Monthly Statistics October 2024	COMM. AHMED	COMM. ALSTON	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY	COMM. FRIERSON	COUNTY COMM. JAMES	COMM REV. MAVEN	County Adjuster STAMPONE

**Also Attending:** Talisa A. Coleman, Executive Director  
Thania Melo, Human Resource Manager  
Albert Buglione, Special Counsel/Outside Counsel  
April Carter, Executive Secretary  
Flavio Rivera, Fiscal Officer

Ms. Stacey Coleman-Wheeler, Administrator Sup.



**PASSAIC COUNTY BOARD OF SOCIAL SERVICES  
THE REGULAR MONTHLY MEETING OF THE BOARD**

**MONDAY, NOVEMBER 25, 2024  
@ 9:00 A.M.**

**Meeting began: A.M. 9:10AM**

12B.	<p>3. Programmatic Changes</p> <p>4. Long-term Care Housing</p> <p><b>Educational Leave Committee (No Report)</b></p>	<p align="center">COMM. AHMED -----</p>	<p align="center">COMM. ALSTON -----</p>	<p align="center">COUNTY COMM. BARTLETT -----</p>	<p align="center">COMM. CUADRADO -----</p>	<p align="center">COMM. DONNELLY -----</p>	<p align="center">COMM. FRIERSON -----</p>	<p align="center">COUNTY COMM JAMES -----</p>	<p align="center">COMM.REV. MAVEN -----</p>	<p align="center">County Adjuster STAMPONE -----</p>
12C.	<p><b>Personnel Committee (Approval Needed)</b></p> <ul style="list-style-type: none"> <li>Confidential Report</li> <li>Non-Confidential Report</li> </ul> <p>Commissioner Carol Cuadrado Commissioner Kathleen Donnelly</p>	<p align="center">COMM. AHMED YES -----</p>	<p align="center">COMM. ALSTON -----</p>	<p align="center">COUNTY COMM. BARTLETT YES -----</p>	<p align="center">COMM. CUADRADO 1<sup>st</sup> YES -----</p>	<p align="center">COMM. DONNELLY 2<sup>nd</sup> YES -----</p>	<p align="center">COMM. FRIERSON YES -----</p>	<p align="center">COUNTY COMM JAMES -----</p>	<p align="center">COMM.REV. MAVEN YES -----</p>	<p align="center">County Adjuster STAMPONE -----</p>

**Also Attending:** Talisa A. Coleman, Executive Director  
Thania Melo, Human Resource Manager  
Albert Buglione, Special Counsel/Outside Counsel  
April Carter, Executive Secretary  
Flavio Rivera, Fiscal Officer

Ms. Stacey Coleman-Wheeler, Administrator Sup.

**PASSAIC COUNTY BOARD OF SOCIAL SERVICES  
THE REGULAR MONTHLY MEETING OF THE BOARD  
MONDAY, NOVEMBER 25, 2024  
@ 9:00 A.M.**

**Meeting began: A.M. 9:10AM**

12D.	Good & Welfare Committee (Informational)	COMM. AHMED	COMM. ALSTON	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY	COMM. FRIERSON	COUNTY COMM JAMES	COMM REV. MAVEN	County Adjuster STAMPONE
12E.	Welfare Fraud & Abuse Committee Fraud Statistics Included in the Abacus Dept. Report 11A (Informational)	COMM. AHMED	COMM. ALSTON	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY	COMM. FRIERSON	COUNTY COMM JAMES	COMM REV.MAVEN	County Adjuster STAMPONE
12F.	<b>Building &amp; Grounds Committee</b> (Approval needed) 1. Security a. Monthly report from Sheriff Officers b. In October, 27,250 clients were seen at Paterson office c. X-ray machine still inoperable 2. Concerns a. Changes regarding security forthcoming. 3. Haskell Office a. Multiple incidents where contacted local authorities; UFS guard office. Requested support from Sheriff's d 4. Emergency Response Plan 5. Watercoolers Renewal Contract Office (Approval Needed) 36-month contract with DS Solutions watercoolers <b>Commissioner Rev Maven</b> <b>Commissioner Kathleen Donnelly</b>	COMM. AHMED YES	COMM. ALSTON YES	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY 2nd YES	COMM. FRIERSON	COUNTY COMM JAMES	COMM REV. MAVEN 1st YES	County Adjuster STAMPONE YES

**Also Attending:** Talisa A. Coleman, Executive Director  
 Thania Melo, Human Resource Manager  
 Albert Buglione, Special Counsel/Outside Counsel  
 April Carter, Executive Secretary  
 Flavio Rivera, Fiscal Officer

Ms. Stacey Coleman-Wheeler, Administrator Sup.

**PASSAIC COUNTY BOARD OF SOCIAL SERVICES  
THE REGULAR MONTHLY MEETING OF THE BOARD  
MONDAY, NOVEMBER 25, 2024  
@ 9:00 A.M.**

**Meeting began: A.M. 9:10AM**

12G.	<p><b>Finance Committee</b> (Approval Needed)</p> <p><b>I. Monthly Expenditures</b></p> <p>All monthly expenditures are of a routine nature.</p> <p><b>Commissioner Rev. Maven</b> <b>Commissioner Kathleen Donnelly</b></p>	<p>COMM. AHMED YES</p>	<p>COMM. ALSTON YES</p>	<p>COUNTY COMM. BARTLETT -----</p>	<p>COMM. CUADRADO -----</p>	<p>COMM. DONNELLY 2nd YES</p>	<p>COMM. FRIERSON -----</p>	<p>COUNTY COMM. JAMES -----</p>	<p>COMM REV. MAVEN 1st YES</p>	<p>County Adjuster STAMPONE YES</p>
------	--	----------------------------	-----------------------------	--	---------------------------------	---------------------------------------	---------------------------------	-------------------------------------	--	---

**Also Attending:** Talisa A. Coleman, Executive Director  
Thania Melo, Human Resource Manager  
Albert Buglione, Special Counsel/Outside Counsel  
April Carter, Executive Secretary  
Flavio Rivera, Fiscal Officer

Ms. Stacey Coleman-Wheeler, Administrator Sup.

**PASSAIC COUNTY BOARD OF SOCIAL SERVICES  
THE REGULAR MONTHLY MEETING OF THE BOARD**

**MONDAY, NOVEMBER 25, 2024**

@ 9:00 A.M.

**Meeting began: A.M. 9:10AM**

<p><b>12H.</b></p>	<p><b>Community Relations Committee (Informational)</b></p> <p>October 31, 2024 Memorial Day Nursey Halloween Parade 401 Grand Street – 10 AM</p> <p>November 13, 2024 Paterson Reentry Program PCCC Paterson Room – 10 AM</p> <p>November 15, 2024 Clifton Satellite Parker Avenue – 1PM</p>	<p>COMM. AHMED -----</p>	<p>COMM. ALSTON -----</p>	<p>COUNTY COMM. BARTLETT -----</p>	<p>COMM. CUADRADO -----</p>	<p>COMM. DONNELLY -----</p>	<p>COMM. FRIERSON -----</p>	<p>COUNTY COMM. JAMES -----</p>	<p>COMM REV. MAVEN -----</p>	<p>County Adjuster STAMPONE -----</p>
<p><b>13.</b></p>	<p><b>COUNSEL'S MONTHLY REPORT - (Informational)</b></p> <p>1. Legal Counsel Reports: October 1, 2024-October 31, 2024</p> <p>a.) Hearings and Cases with Passaic County Superior Court Judges</p> <p>b.) Child Support Hearings with Passaic County Superior Court Hearing Officers</p> <p>c.) Institutional Medicaid Hearings with Judges at Office of Administrative Law</p>	<p>COMM. AHMED -----</p>	<p>COMM. ALSTON -----</p>	<p>COUNTY COMM. BARTLETT -----</p>	<p>COMM. CUADRADO -----</p>	<p>COMM. DONNELLY -----</p>	<p>COMM. FRIERSON -----</p>	<p>COUNTY COMM. JAMES -----</p>	<p>COMM REV. MAVEN -----</p>	<p>County Adjuster STAMPONE -----</p>

**Also Attending:** Talisa A. Coleman, Executive Director  
 Thania Melo, Human Resource Manager  
 Albert Buglione, Special Counsel/Outside Counsel  
 April Carter, Executive Secretary  
 Flavio Rivera, Fiscal Officer

Ms. Stacey Coleman-Wheeler, Administrator Sup.

**PASSAIC COUNTY BOARD OF SOCIAL SERVICES  
THE REGULAR MONTHLY MEETING OF THE BOARD**

**MONDAY, NOVEMBER 25, 2024**

@ 9:00 A.M.

**Meeting began: A.M. 9:10AM**

14.	Communications (None) -	COMM. AHMED	COMM. ALSTON	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY	COMM. FRIERSON	COUNTY COMM JAMES	COMM REV. MAVEN	County Adjuster STAMPONE
15.	New Business (None)	COMM. AHMED	COMM. ALSTON	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY	COMM. FRIERSON	COUNTY COMM JAMES	COMM REV. MAVEN	County Adjuster STAMPONE
16.	Old Business (None)	COMM. AHMED	COMM. ALSTON	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY	COMM. FRIERSON	COUNTY COMM JAMES	COMM REV. MAVEN	County Adjuster STAMPONE
17.	<b>Adjournment 9:31AM</b>  Commissioner Dawn Alston Commissioner Kathleen Donnelly	COMM. AHMED YES	COMM. ALSTON 1st YES	COUNTY COMM. BARTLETT	COMM. CUADRADO	COMM. DONNELLY 2nd YES	COMM. FRIERSON	COUNTY COMM JAMES	COMM REV. MAVEN YES	County Adjuster STAMPONE YES

**EXECUTIVE/ CLOSED SESSION**

\*\*\*\*\*MEETING CONCLUDED – 9:31 A.M.\*\*\*\*\*

**Also Attending:** Talisa A. Coleman, Executive Director  
Thania Melo, Human Resource Manager  
Albert Buglione, Special Counsel/Outside Counsel  
April Carter, Executive Secretary  
Flavio Rivera, Fiscal Officer

Ms. Stacey Coleman-Wheeler, Administrator Sup.

**Passaic County Board of Social Services**

**Resolution No. 2024-11-00**

**A RESOLUTION AUTHORIZING A LEASE WITH  
DOCUMENT SOLUTIONS, LLC**

**WHEREAS** the Passaic County Board of Social Services Passaic Office requires Water Coolers for the hydration of the agency staff; and

**WHEREAS** the Passaic County Board of Social Services currently has an agreement for water coolers in the Paterson Office and has therefore determined that Document Solutions, LLC offers the best quality and costs for the lease terms set forth in the attached; and

**WHEREAS** Document Solutions, LLC Lease herein includes three (3) Coolers at a monthly amount of \$48.00 for a period of thirty-six (36) months at a total cost of \$5,184.00; and


**WHEREAS** it is by the recommendation of the Executive Director that the Passaic County Board of Social Services enter into the Lease with Document Solutions LLC for the lease of Three (3) PHSI 3i-R water coolers as set forth in **Exhibit "A"** attached hereto for reference, effective December 1, 2024.

**NOW THEREFORE, BE IT RESOLVED** that the Passaic County Board of Social Services hereby approves the Lease Agreement with Document Solutions, LLC as set forth herein; and

**BE IT FURTHER RESOLVED** that the contract period is beginning December 1, 2024, and ending November 30, 2027; and

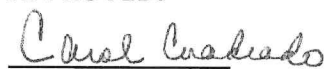
**IT IS HEREBY CERTIFIED** that this is a true copy of a Resolution adopted by the Passaic County Board Services upon a roll call of all members of the Board of Directors eligible to vote at a regular meeting held on Monday, November 25, 2024.

**ATTEST:**



Commissioner Rev. Douglas L. Maven  
Secretary-Treasurer

**APPROVED:**



Commissioner Carol Cuadrado  
Chairwoman

# DS Business Life Simplified

WATER TEAM

151 W Sumner Avenue, Kenilworth, NJ 07033  
 Tel: 908-653-0600 / Toll Free: 877-937-6977 / Fax: 908-653-1330 / Email: sales@dsbls.com

## WATER SALES ORDER AGREEMENT

BILL TO:		SHIP TO:	
<b>COMPANY</b>	<u>Passaic County Board of Social Services</u>	<b>COMPANY</b>	<u>Passaic County Board of Social Services</u>
<b>ADDRESS</b>	<u>80 Hamilton Street   3rd Floor 317</u>	<b>ADDRESS</b>	<u>114 Prospect Street</u>
<b>CITY / ST / ZIP</b>	<u>Paterson, NJ 07505</u>	<b>CITY / ST / ZIP</b>	<u>Passaic, NJ 07055</u>
<b>CONTACT</b>	<u>Oshin Castillo</u>	<b>CONTACT</b>	<u>Oshin Castillo</u>
<b>PHONE #</b>	<u>973-470-5050</u>	<b>PHONE #</b>	<u>973-470-5050</u>
<b>E-MAIL</b>	<u>ocastillo@pcbss.org</u>	<b>E-MAIL</b>	<u>ocastillo@pcbss.org</u>

QTY	MODEL NO.	COLOR	DESCRIPTION	UNIT PRICE	TOTALS
3	3IR	Black	System		

**LEASE AGREEMENT INFORMATION**

**MONTHLY PAYMENT:** 144 (+tax)      **TERM** 36 (months)

**PAYMENT METHOD:**     Check       Credit Card       Auto Debit

**ADDITIONAL SERVICES**

\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>FREIGHT</b> (\$150 per unit)	<b>INSTALLATION</b> (\$175 per unit)	<b>STEPS</b> (\$11 per)	<b>MAINTENANCE</b>	<b>STARTUP KIT</b> (\$150 per kit)	=	<b>ADDITIONAL SERVICES TOTAL</b>
						<b>ADDITIONAL SERVICES TOTAL</b>
						<b>\$0</b>

**ADDITIONAL DELIVERY LOCATIONS**

<b>Address</b>	<b>Address</b>	<b>SUBTOTAL</b>
<b>Suite/Floor</b>	<b>Suite/Floor</b>	<b>SALES TAX (%)</b>
<b>City/ST/Zip</b>	<b>City/ST/Zip</b>	<b>TOTAL</b>
<b>Contact</b>	<b>Contact</b>	
<b>Phone</b>	<b>Phone</b>	
<b>E-mail</b>	<b>E-mail</b>	

Customer To Make One Payment for 36 Month Term | \$5,184.00

**MAINTENANCE**

Maintenance Agreement Included In Lease       Months      **TERM 36**      EFFECTIVE \_\_\_\_ / \_\_\_\_ / \_\_\_\_       FILTERS INCLUDED      YES

Maintenance Agreement NOT Included In Lease       Years      TO \_\_\_\_ / \_\_\_\_ / \_\_\_\_       NO

**CUSTOMER ACCEPTANCE**

The equipment is:  New     Used

<b>Name (please print):</b> <u>Talisa A. Coleman</u> <b>Signature:</b> <u>Talisa A. Coleman</u> <b>Title:</b> <u>Executive Director</u> <b>Date:</b> <u>12/5/2024</u> <b>P.O. (if required):</b> _____	<b>Sales Rep (please print):</b> _____ <b>Signature:</b> _____ <b>Corporate Office Approval:</b> _____ <b>Approval Date:</b> _____
--	---

"Customer acknowledges having read and understood all of the terms and provisions of this Lease Agreement, including the reverse side hereof, and agrees to be bound by all of the terms and provisions contained herein upon the execution of this Lease Agreement. The Customer agrees this Lease Agreement is for the lease term indicated above and cannot be cancelled for any reason"

## TERMS & CONDITIONS

This Agreement is entered into by and between Document Solutions ("DSBLS"), a New Jersey corporation, and the customer which has signed the reverse of this form (the "Client"), as of the date there indicated. Client wishes to acquire the use of certain equipment (the "Equipment") set forth on the order form on the reverse side of this agreement (the "Order Form"), and DSBLS can arrange for the Client to obtain such Equipment, either as a purchase from DSBLS or at the payment rate specified on the Order Form. For leased Equipment, Client will enter into an appropriate lease agreement (the "Lease") with a third party to obtain such equipment. In addition, DSBLS agrees that it will provide certain services to the Client on the terms set forth below, if indicated on the Order Form.

- 1. Lease.** This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated on this agreement. Lease payments are due as invoiced by us. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, set off or counterclaim. If payment is not made within 15 days of when due, a late charge equal to 15% of the late payment or \$20, whichever is greater, will be charged for each late payment.
- 2. Billing.** Other than for services and supplies to be provided free of charge during the Initial Term (to the extent set forth on the Order Form), Client will be billed for services, maintenance and parts provided for by this Agreement. Notwithstanding anything to the contrary herein, Client will be charged for all freight and other shipping charges related to consumables. If Client defaults in any payments under this Agreement, then DSBLS shall be entitled to all expenses of collection, including reasonable attorney's fee, whether or not suit is brought, plus an interest and finance charge of 1 1/4% per month (18% per annum) or the maximum allowed by law, whichever is less, on the unpaid balance.
- 3. Service Calls and Services.** For all Clients that elect to enter into a service agreement, as set forth on the Order Form, beginning on the date that Client takes delivery of the Equipment, DSBLS will perform an unlimited number of service calls and will be the sole party permitted to service the Equipment. Service will be provided at the location to which the Equipment is delivered, as set forth on the Order Form. The Services to be provided are set forth on the Order Form at the charges set forth thereon. Coverage for Equipment under this Agreement includes parts and labor necessary to perform such maintenance and repair services. Filters, may also be included as specified on the Order Form. For applicable services, the Client must notify DSBLS of any needed repairs, maintenance or other service items covered by this Agreement. If DSBLS is notified by Customer during the term of the Agreement that the Equipment is not in good working condition, DSBLS will, during DSBLS' established service hours, make necessary adjustments and repairs including replacement of parts, in each case in accordance with the services set forth on the Order Form (if any). DSBLS may, from time to time, adjust its service hours as may be required in the course of business, at which time the Client will be advised. Services at times other than DSBLS' established service hours may be furnished on "as available basis" at DSBLS' option and at its rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been repaired will remain the property of DSBLS. Client will also be responsible for daily care and cleaning of the equipment.
- 4. Purchase & Delivery of Equipment.** If the Client is purchasing the Equipment, as indicated on the Order Form, Client agrees to purchase from DSBLS the Equipment at the price specified on the Order Form. The invoice for such purchase will be paid in full prior to installation. Client will be responsible for any and all taxes and assessments required for the purchase of the Equipment. For all Equipment, whether purchased or leased, DSBLS will use its commercially reasonable efforts to deliver the Equipment by the estimated delivery date set forth on the Order Form; however, deliveries may be subject to conditions beyond DSBLS' control, including, but not limited to, strikes, lockouts, accidents, delays in manufacturing, delays in carriers, act of God, or governmental actions. If Client is purchasing more than one Water System, the delay in delivery of any particular piece of Equipment will not relieve Client of its obligation to accept delivery of other Equipment indicated on the Order Form. Upon delivery and installation of the Equipment, Customer assumes all risk of loss. For Clients purchasing the Equipment as set forth on the Order Form, title to the Equipment will pass to Client only upon payment in full of the purchase price.
- 5. Installation: Standard Installation:** Standard connection of tubing to existing plumbing, with water line run within 25 feet. These lines are mounted along the exterior of walls from plumbing connection to the dispensing system with a single shut-off valve connected behind the dispensing unit. **Non-Standard Installation:** Additional charges may be incurred for any line runs greater than 25 feet and/or through drop ceilings. The requirement to use copper piping, removal of water fountain, repairing existing plumbing or any requirement for a plumber or electrician will be considered additional. Customer structural/finishing installation requirements: Drilling through hard surfaces, such as stone or marble countertops and brick or stone walls, will be deemed the customer responsibility and should be completed prior to delivery and installation of the dispensing units.
- 6. Indemnification and Limitation of Liability.** Client shall indemnify and hold harmless DSBLS and its representatives from any and all losses suffered while on the Client's premises during a service call, and Client represents that they maintain adequate, appropriate insurance to protect DSBLS during service calls. DSBLS' total liability is limited to repair and maintenance of the Equipment pursuant to this Agreement. DSBLS will not be liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. DSBLS will not be liable for any delay or failure to perform their respective obligations due to any cause beyond their reasonable control, including without limitation, performing services at a location deemed by DSBLS hazardous to health and safety, Acts of God or government, riots, disturbances, war, strikes, terrorism, lockouts, slowdowns, prolonged shortage of energy supplies, material shortages, epidemics, fire, flood, earthquake, lightning, explosion, failure of improper transportation, telephone or power. In no event shall DSBLS be liable for loss of data resulting from delays in supplying service, repair of, or attempts to repair the Equipment. Except as provided below, DSBLS makes no warranty whatsoever with regard to the equipment and DSBLS expressly disclaims and Client waives any such warranties, express or implied, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, as against DSBLS, to the extent permitted by law.
- 7. Limited Warranty.** Commencing on the Equipment installation date, and continuing for a period of 90 days (the "Warranty Period"), DSBLS will guarantee that the Equipment shall be reasonably free from defects in materials and workmanship and shall be in good working order when installed. During the Warranty Period, DSBLS will (at its sole option) either repair or replace, without charge (including for labor), parts for any defective Equipment or accessories sold to customer by DSBLS. DSBLS is not responsible for any goods returned by customer without DSBLS' prior written consent. If Client seeks to make a claim under this Warranty, it must be made by written notice, within 30 days of the discovery of the condition giving rise to the claim, or such claim will be deemed permanently waived by Client.
- 8. Term & Renewals.** The initial term of this Agreement (the "Initial Term") shall commence upon the date that DSBLS delivers and installs Equipment, and shall terminate based on the term agreed upon on the Order Form. This Agreement covers all Equipment specified on the Order Form. DSBLS may cancel this Agreement, in whole or in part, at any time upon seven (7) days written notice if Client at any time is in breach of any term or condition herein contained. Client shall pay all costs and expenses relating to enforcement or preservation of DSBLS' rights under this Contract including reasonable attorney's fees. Following the first year and all subsequent years, annual increases based on industry standards will be assessed. Following the initial term, this agreement will automatically renew for an additional twelve (12) months unless Customer notifies Vendor a writing 90 days prior the expiration of the initial term. Upon renewal, Vendor has the right to increase the monthly payment up to 5% in any calendar year. At termination of the agreement, Customer agrees to pay any charges as may be determined by the vendor for removal and return of the Equipment to the Vendor as well as to continue making monthly payments until such Equipment is received in good working condition by the Vendor or its agent.
- 9. Client Fault.** Client agrees and is responsible for the equipment until removed by the vendor and shall exercise all due care in use, handling and storage of Equipment. Customer will keep Equipment in as good condition as received, excepting ordinary wear and tear. DSBLS will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement of the Equipment, (ii) Client modifying, unauthorized relocating, damaging (including, without limitation, unavoidable accidents), and abusing or misusing the Equipment, through rough use, etc., (iii) unauthorized Equipment alteration or tampering, or interconnection with non-compatible supplies/filters, (iv) placing the Equipment in an area which does not conform to DSBLS' space, electrical and environmental requirements for the Equipment. If DSBLS provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the definition of Services above, such maintenance shall be billed to Client (and shall be due and payable in full upon receipt of invoice) at DSBLS' then current rates for labor and parts. Client agrees that DSBLS will not be required to make adjustments or repairs if Client's billing account status is unsatisfactory.
- 10. Force Majeure.** DSBLS shall not be responsible for a delay or inability to respond to a service call caused directly or indirectly by work stoppages, accidents, embargoes, acts of God, terrorism, war or any other events beyond DSBLS' control. DSBLS reserves the right not to service any account that has become delinquent in payment under the Lease or pursuant to this Agreement.
- 11. Relocation of Client.** Client agrees to be responsible for any costs associated with relocating the Equipment, which shall be separately billed by DSBLS to the extent DSBLS undertakes such relocation at Client's request. DSBLS will not be required to provide services as specified under this Agreement on any Equipment which is relocated by Client without DSBLS' prior approval outside of DSBLS' then current service area. Client will be responsible for any damage to the Equipment as a result of any relocation, including as a result of unavailability of the new location.
- 12. Assignment.** (i) The Client may not assign this Agreement without the prior written consent of DSBLS. In the event of such an assignment without consent, DSBLS will be released from all obligations under this Agreement. (ii) DSBLS may only assign this Agreement to another party which, in DSBLS' reasonable judgment, has the same ability to render services as DSBLS, or in connection with a sale of all or substantially all of the assets of DSBLS.
- 13. Entire Agreement.** This Agreement, including the Order Form, constitutes the complete understanding between the parties with respect to the subject matter herein and supersedes any other prior oral or written agreements, arrangements or understandings between the parties. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.
- 14. Severability, Governing Law, and other Terms & Conditions.** If any provision of this Agreement, or any application thereof to any circumstances, is invalid, in whole or in part, such provision or application shall to that extent be severable and shall not affect other provisions or applications of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without reference to the principles of conflict of laws. Any action arising in connection with this Agreement shall be brought in the courts located in the city, county and state of New Jersey. Neither this Agreement nor any provision hereof may be modified, altered, amended or waived except by an instrument in writing duly signed by the party to be charged. The failure to enforce at any time the provisions of this Agreement or to require at any time performances by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof, or the right of either party to enforce each and every provision in accordance with its terms. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar conditions or provisions at that time or at any prior or subsequent time.

All notices required or permitted hereunder will be given in writing, by personal delivery, by confirmed facsimile transmission (with a copy sent by express delivery) or by registered or certified mail, or by express delivery via express mail or any reputable courier service, in each case addressed as follows (or to such other address as may be designated): If to the Company: Document Solutions LLC, 151 Sumner Avenue, Kenilworth NJ 07033



Full Legal Name Passaic County Board of Social Services	Tax ID No:	Phone Number 973-470-5060
Billing Address 80 Hamilton Street   3rd Floor (317)	City Passaic, NJ 07055	State NJ
Equipment Location (if different from above)	City	State
Zip		Send Invoice to Attention of:

Equipment Make	Model Number	Serial Number	Quantity	Description (Attach Schedule A if Necessary)
PHSI	3IRB		3	System

PAYMENT INFORMATION										
Number of Lease Payments	Lease Payment	(PLUS)	Applicable Sales Tax	(EQUALS)	Total Lease Payment	Term of Lease In Months	Payment Frequency:	End of Lease Option:		
1	5,184.00	+		=		36	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other:	<input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other:		
		+		=		Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other
		+		=		\$0	+	\$0	+	\$0
										Total Payment Enclosed
										\$0

**TERMS AND CONDITIONS**

1. **LEASE.** You agree to lease the Equipment from Us on the terms and conditions of this lease agreement ("Lease.") The Equipment will be deemed irrevocably accepted by You upon the earlier of (a) the delivery to Us of a signed Delivery and Acceptance Certificate or b) 48 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. The Lease commences on the day the Equipment is delivered to You (the "Commencement Date") and the first Lease payment shall be due on the Commencement Date or any other date that we designate, and the remaining Lease payments will be due on the same day of each subsequent month at an address specified by Us in writing. If more than one Lease payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term. IF THIS LEASE IS REPLACING AN EXISTING LEASE, THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO YOU. YOUR LEASE OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL AND NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTER CLAIM, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY. You authorize us to adjust the Lease Payment up or down by not more than 15% if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "Total Cash Price") differs from the estimated Total Cash Price originally assumed for documentation purposes.

2. **NO WARRANTIES.** You are leasing the Equipment "AS-IS" AND WE MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **EQUIPMENT USE AND MAINTENANCE, RESTOCKING FEE.** You will keep the Equipment at the location stated above and maintain it in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. You will pay for any repairs. It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all shipping expenses for the return of the Equipment to Us, to a location in the United States that We designate. We may charge You a restocking fee equal to two (2) lease payments. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due on this Lease.

4. **ASSIGNMENT.** You agree not to sell, assign or sublease either the Equipment or any right under this Lease without Our prior written consent. We may sell or assign the Lease without notice and the new owner will have the same rights and benefits that We have now under this Lease and will not have to perform any of Our obligations and the rights of the new owner will not be subject to any claims, defenses or setoffs that You may have.

5. **TAXES AND FEES.** You will pay all excise, sales and use, personal property and all other taxes and charges which may be imposed during the term of this Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement. If applicable, You agree to pay a supply delivery charge if billed, on a per machine basis, plus applicable taxes.

6. **INSURANCE.** You will maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured, and give Us written proof of Your insurance. If such insurance is not adequate to cover the loss You are responsible to satisfy Your obligation. We reserve the right to reject Your insurance carrier. IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS LEASE. Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. You acknowledge that We are not required to secure or maintain any insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. **LOSS OR DAMAGE.** As between You and Us, You are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, and it is

delivered to Us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify Us in writing immediately of any Loss. Then, at Our option, You will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Us the amount specified in Section 5(b) below.

8. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no default exists under this Lease, You will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown above, plus any applicable taxes. Unless the Purchase Option price is \$1.00, You must give Us at least 90 but no more than 120 days written notice before the end of the initial lease term that You will purchase the Equipment or that You will return the Equipment to Us. If You do not give Us such written notice or if You do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for an additional three month period, and then on a monthly basis until You exercise a purchase option or deliver the Equipment to Us.

9. **DEFAULT AND REMEDIES.** You shall be in default under this Lease if (i) You fail to make any Lease payment or other payment within 10 days of its due date, (ii) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliate and this failure continues for 10 days, (iii) You become insolvent. If a default occurs, We may do one or more of the following: (a) terminate the Lease, (b) require that You immediately pay to Us the balance of unpaid Lease payments plus the present value of the Equipment's anticipated residual value discounted at 3% per annum plus any other amounts due under this Lease, (c) change Your interest on all monies due Us at the rate of eighteen (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law, (d) demand that You return the Equipment to Us, and (e) exercise any other legal right or remedy that We may have. If any Lease Payment is not paid to Us within 3 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of such late payment or \$50.00 (or such lesser amount as is the maximum amount under applicable law.) You will pay all of Our costs and reasonable attorney's fees of enforcing Our rights against You. You agree to waive any and all rights and remedies granted to you under Sections 2A-303 through 2A-322 of the UCC.

10. **CHANGES; UCC.** Unless you have a \$1.00 purchase option, We are the owner of the Equipment and the Lease is a "finance lease" as defined in Article 2A of the UCC; however, in the event it is deemed to be a lease intended for security, You hereby grant to Us a first priority security interest in the Equipment.

11. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions, including attorney's fees ("Claims") caused by or related to (a) the installation, ownership, use, rental, or possession of the Equipment or (b) any data You store within the Equipment. You agree to defend and indemnify Us against all Claims. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the term of this Lease.

12. **TRANSITION BILLING.** In order to facilitate an orderly transition, including installation and training and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the date we designate after installation. You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the Lease Payment prorated on a 30-day calendar month and will be added to your first invoice.

13. **COST ADJUSTMENTS.** At the end of the first year of this Lease and once each successive twelve month period, We may increase the services charge by a maximum of not greater than 15% of the existing charge.

14. **MISCELLANEOUS; ELECTRONIC TRANSMISSION.** This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. THE EQUIPMENT WILL BE USED ONLY FOR BUSINESS PURPOSES. YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT. YOU AUTHORIZE US TO CORRECT OBVIOUS ERRORS OR SUPPLY MISSING INFORMATION IN THIS LEASE WITHOUT NOTICE TO YOU. YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. IF A SIGNED COPY OF THIS AGREEMENT IS DELIVERED TO US, IT WILL BE BINDING ON YOU; HOWEVER, WE WILL NOT BE BOUND BY THIS AGREEMENT UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE AGREEMENT, WHICHEVER OCCURS FIRST. Both You and We agree that, for purposes of executing this Lease: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; and (b) the signature of any party on such document shall be considered as an original signature. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		<b>LESSOR: Document Solutions, LLC</b>	
LEASER: Passaic County Board of Social Services		131 Sumner Ave., Kenilworth, NJ 07033 1-877-937-6977	
Signature X <i>Talisa A. Coleman</i>	Date 10/5/04	Signature X	Date
Print Name & Title Talisa A. Coleman, Executive Director	Date 10/5/04	Print Name & Title	Date

**ACCEPTANCE OF DELIVERY**

You certify that all the Equipment listed above has been furnished to You, and that delivery and installation has been fully completed and satisfactory and therefore you accept the Equipment. Further, all terms and conditions of the Lease have been reviewed and agreed to by You. Upon Your signing below, Your promise herein will be irrevocable and unconditional. We have purchased the Equipment from the above Supplier, whom You may contact for Your warranty rights, which We transfer to You for the term of the Agreement. We are not the manufacturer, supplier or dealer of the Equipment.

X <i>Talisa A. Coleman</i>	Date 10/5/04
Authorized Signature	Date
Print Name & Title Talisa A. Coleman, Executive Director	