

**RESOLUTION 54 – 2015
RESOLUTION AUTHORIZING AGREEMENT
WITH NETCARRIER TELECOM, INC.**

WHEREAS, the Borough has heretofore invited and received Proposals for Telephone and Data Services for a portion of its Telephone and Data transmission needs; and

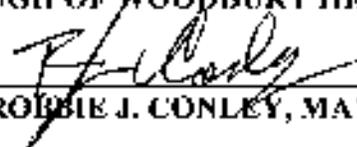
WHEREAS, the Purchasing Agent has recommended acceptance of a Proposal from NETCARRIER TELECOM, INC., for such services as more particularly described within their Quotation dated March 20, 2015; and

WHEREAS, the Borough deems it in its best interest to accept the aforesaid Proposal which is at a rate substantially less than the other Proposals received;

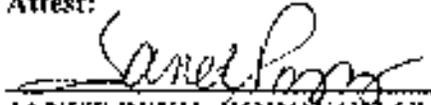
NOW THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that the Proposal from NETCARRIER TELECOM, INC., for the provision of certain Telephone and Data Transmission Services as more particularly set forth in their Quotation dated March 20, 2015, is hereby accepted and authorized;

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to endorse an Agreement for the aforesaid services upon terms consistent with the Quotation dated March 20, 2015.

BOROUGH OF WOODBURY HEIGHTS

BY: 
ROBBIE J. CONLEY, MAYOR

Attest:


JANET PIZZI, BOROUGH CLERK

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the regular meeting held on the 15th of April, 2015.


JANET PIZZI, BOROUGH CLERK



VOICE AND DATA MASTER SERVICES AGREEMENT

Calling Rates	QTY	Unit Price	Rate/Min
Metered Local Calling Rate	1	\$0.0200	\$0.0200
Metered LD Calling Rate	1	\$0.0390	\$0.0390
Site Total	Monthly	\$21.69	One-Time
			\$1.00

500 Elm Ave, Woodbury Heights, NJ 08097			
Voice Services	QTY	Unit Price	Monthly
Copper POTS Lines	2	\$21.69	\$43.38
Calling Rates	QTY	Unit Price	Rate/Min
Metered Local Calling Rate	1	\$0.0200	\$0.0200
Metered LD Calling Rate	1	\$0.0390	\$0.0390
Site Total	Monthly	\$43.38	One-Time
			\$0.00

111 Elm, Woodbury Heights, NJ 08097			
Voice Services	QTY	Unit Price	Monthly
Copper POTS Lines	1	\$21.69	\$21.69
Calling Rates	QTY	Unit Price	Rate/Min
Metered Local Calling Rate	1	\$0.0200	\$0.0200
Metered LD Calling Rate	1	\$0.0390	\$0.0390
Site Total	Monthly	\$21.69	One-Time
			\$0.00

111 Central Ave, Woodbury Heights, NJ 08097			
Voice Services	QTY	Unit Price	Monthly
Copper POTS Lines	1	\$21.69	\$21.69
Calling Rates	QTY	Unit Price	Rate/Min
Metered Local Calling Rate	1	\$0.0200	\$0.0200
Metered LD Calling Rate	1	\$0.0390	\$0.0390
Site Total	Monthly	\$21.69	One-Time
			\$0.00

174 California, Woodbury Heights, NJ 08097			
Voice Services	QTY	Unit Price	Monthly
Copper POTS Lines	1	\$21.69	\$21.69
Calling Rates	QTY	Unit Price	Rate/Min
Metered Local Calling Rate	1	\$0.0200	\$0.0200
Metered LD Calling Rate	1	\$0.0390	\$0.0390
Site Total	Monthly	\$21.69	One-Time
			\$0.00

100 Hazel, Woodbury Heights, NJ 08097			
Voice Services	QTY	Unit Price	Monthly
Copper POTS Lines	1	\$21.69	\$21.69
Calling Rates	QTY	Unit Price	Rate/Min
Metered Local Calling Rate	1	\$0.0200	\$0.0200

Customer:

NetCarrier:



VOICE AND DATA MASTER SERVICES AGREEMENT

Metered LD Calling Rate	1	\$0.0390	\$0.0390
Site Total	Monthly	\$21.69	One-Time \$0.00

74 Grandview Ave, Woodbury Heights, NJ 08097

Voice Services	QTY	Unit Price	Monthly
Copper POTS Lines	1	\$21.69	\$21.69

Calling Rates	QTY	Unit Price	Rate/Min
Metered Local Calling Rate	1	\$0.0200	\$0.0200
Metered LD Calling Rate	1	\$0.0390	\$0.0390
Site Total	Monthly	\$21.69	One-Time \$0.00

74 Helen Ave, Woodbury Heights, NJ 08097

Voice Services	QTY	Unit Price	Monthly
Copper POTS Lines	1	\$21.69	\$21.69

Calling Rates	QTY	Unit Price	Rate/Min
Metered Local Calling Rate	1	\$0.0200	\$0.0200
Metered LD Calling Rate	1	\$0.0390	\$0.0390
Site Total	Monthly	\$21.69	One-Time \$0.00

74 Glenwood, Woodbury Heights, NJ 08097

Voice Services	QTY	Unit Price	Monthly
Copper POTS Lines	1	\$21.69	\$21.69

Calling Rates	QTY	Unit Price	Rate/Min
Metered Local Calling Rate	1	\$0.0200	\$0.0200
Metered LD Calling Rate	1	\$0.0390	\$0.0390
Site Total	Monthly	\$21.69	One-Time \$0.00

Customer Information

Company Name: Borough of Woodbury Heights
 Street Address: 500 Elm Ave
 Suite Number: _____
 City, State: Woodbury Heights, NJ
 Zip Code: 08097
 Contact Name: Vikki Holstrom
 Contact Phone: 866-848-2932
 Contact E Mail: wkhl@bwfny.com

Sales Executive Information

Sales Executive: Tim Jennings
 Phone: 855-384-6000
 E-Mail: tjennings@netcarrier.com
 Quote Date: 2015-03-20
 Quote Valid Through: 2015-04-19
 Contract Term (months): 24

Exhibit B

703 Chestnut Ave, Woodbury Heights, NJ 08097

Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Lines Migrate/Instal		\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time \$0.00

Customer: _____

NetCarrier



VOICE AND DATA MASTER SERVICES AGREEMENT

TERMS

333 Mendham Place, Woodbury Heights, NJ 08097			
Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Line's Migrate Install	1	\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time \$0.00

TERMS

500 Elm Ave, Woodbury Heights, NJ 08097			
Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Line's Migrate Install	2	\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time \$0.00

TERMS

111 Ecom Woodbury Heights, NJ 08097			
Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Line's Migrate Install	1	\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time \$0.00

TERMS

118 Center Ave, Woodbury Heights, NJ 08097			
Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Line's Migrate Install	1	\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time \$0.00

TERMS

172 Capri Ave, Woodbury Heights, NJ 08097			
Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Line's Migrate Install	1	\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time \$0.00

TERMS

190 Helen Ave, Woodbury Heights, NJ 08097			
Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Line's Migrate Install	1	\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time \$0.00

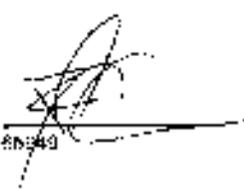
TERMS

200000 Ave, Woodbury Heights, NJ 08097			
Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Line's Migrate Install	1	\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time \$0.00

TERMS

771 Helen Ave, Woodbury Heights, NJ 08097			
Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Line's Migrate Install	1	\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time \$0.00

TERMS

Customer: 

UCX:0038186349

NetCarrier: 

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4 of 7



VOICE AND DATA MASTER SERVICES AGREEMENT

Equipment/Installation Services	QTY	Unit Price	One-Time
Copper POTS Lines Migrate Initial	1	\$0.00	\$0.00
Site Total	Monthly	\$0.00	One-Time
			\$0.00

TERMS

For and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged you agree to the following terms and conditions with respect to the Services.

1) **SERVICES PROVIDED.** In this Agreement, "you" and "your" mean the customer of NetCarrier Telecom, Inc. or NetCarrier's affiliated companies (collectively "NetCarrier"). Subject to the terms and conditions of this Master Services Agreement, your Voice and Data Service Agreement, attached hereto as Exhibit A, and applicable product information including prices, terms and conditions of service, and General Terms and Conditions of Service, available on NetCarrier's website (www.netcarrier.com) (together, the "Agreement"), NetCarrier will provide interstate telecommunications services to you.

This Agreement governs state-to-state long distance services, interexchange services, intra-LATA services, inter-LATA services and Internet access services provided to you by NetCarrier ("Service" or "Services"), and does not apply to calls made by dialing a 10-10-XXX number or cable television. You agree not to resell the Services, the Services are provided by NetCarrier solely for end user use. As used herein the term "Services" includes all work performed and goods or services provided by NetCarrier to or for the Customer. All Services are provided subject to the availability of necessary and suitable facilities. **BY ENTERING INTO, USING, OR PAYING FOR NETCARRIER'S SERVICES, YOU ASRREC TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT.**

2) **CHARGES FOR SERVICES.** You agree to pay NetCarrier for the Services NetCarrier provides at the prices set forth in Exhibit A. NetCarrier may change prices at any time provided it is required to cover NetCarrier's costs associated with changes in government taxation and local programs (such as the Universal Service Fund). NetCarrier reserves the right to adjust MRC rates if there is a significant drop in anticipated minute usage. NetCarrier will invoice you for Services one (1) month in arrears for usage and installation fees and one (1) month in advance for line charges. Invoices are due and payable upon receipt. Any invoices not paid within thirty (30) days following the date of the invoice shall be deemed past due and assessed a finance charge in the amount of one and one-half percent (1.5%) of the outstanding balance per month or such lesser maximum charge as permitted by applicable law.

You agree to pay NetCarrier any and all costs and expenses (including reasonable attorneys' fees) associated with the collection of any amounts due. NetCarrier reserves the rights (subject to applicable state law) (a) to charge you return check charges, and (b) to charge you a fee to reactivate Service where Service was interrupted due to your actions or failure to make required payment. You may terminate Service at any time, with a sixty (60) day notice to NetCarrier, but shall remain liable for charges incurred before termination and any other early termination fees that may have been agreed upon, such. NetCarrier accepts payment in the form of a check, money order, or wire transfer only.

Billing shall commence upon Service Activation by NetCarrier, or at the period following thirty (30) days from installation of NetCarrier equipment on Customer premise providing that Services are not yet activated. Service Activation shall be defined as the ability to generate or receive voice and/or data traffic from Customer location. Billing shall commence upon Service Activation OR at the period following sixty (60) days from execution of this Agreement. If Customer has outdated devices (fax, credit card machine, modem, etc.) which are deemed incompatible with NetCarrier's technology NetCarrier will provide a custom solution using additional CPE(s) or copper POTS lines. Customer will incur additional monthly fees based on the nature of the solution.

International calls made to mobile numbers are not part of any special pricing agreements. Should Customer's account become delinquent (in excess of 60 days from date of invoice) NetCarrier reserves the right to suspend Service. Customer will continue to be billed for the MRC and any applicable taxes during the suspension. One (1) hour will be provided during installation, at Customer's site, for LNP purposes. Customer will be billed \$62.50 per 30-minute increments for delays not caused by NetCarrier.

BROADBAND CUSTOMERS: NetCarrier is providing Broadband Access loops as a pass-through. Broadband Access providers may increase or decrease charges at any time, and such increases or decreases will be passed on to Customer without prior notice.

3) **SERVICE DISCONNECTION, AGREEMENT TERMINATION.** NetCarrier reserves the right to disconnect Service immediately without incurring liability in the following instances: (i) for non-payment for any sum due NetCarrier for more than thirty (30) days after the issuance of a valid invoice; (ii) for violations of this Agreement or applicable law; (iii) where required by reason of any order of a court, public service commission or federal regulatory body; (iv) where necessitated by conditions beyond NetCarrier's reasonable control; (v) where reasonably necessary to prevent harm or interference to NetCarrier's network; or (vi) temporarily for routine maintenance.

Customer

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NetCarrier

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5 of 7



VOICE AND DATA MASTER SERVICES AGREEMENT

NetCarrier may terminate this Agreement immediately upon any breach of this Agreement by you. All Services shall be discontinued upon the effective date of any termination of this Agreement by NetCarrier. You shall not be entitled to any refund for prepaid Services in the event of rightful termination of this Agreement by NetCarrier. In the event of a termination of this Agreement by NetCarrier, NetCarrier shall be entitled to accelerate and demand immediate payment of all amounts owing by you hereunder for the balance of the then current term of this Agreement. In the event of termination by either NetCarrier or Customer, NetCarrier may require the immediate return of all NetCarrier supplied equipment.

NetCarrier shall also have all other rights and remedies available under applicable law; (vi) if a Customer termination occurs after contract signature but prior to LNP, Customer shall pay to NetCarrier 100% of contracted charges stated in Exhibit A for the length of the contract term; (vii) if a Customer termination occurs after LNP but prior to the end of the contract term, Customer shall be responsible for one hundred percent (100%) of the monthly service charge for the remainder of the term. If Customer termination occurs after the initial term, and is in a period of automatic renewal, as stated in Paragraph 5, then Customer shall pay to NetCarrier Fifty (50%) percent of the monthly service charge for the remainder of the term or one month's service charge, whichever is greater.

Customer terminations, as defined above in Items vi and vii, are to be paid to NetCarrier in one payment, representing the remaining term, within thirty (30) days of termination. In addition, any favorable discount rate preferred to Customer in connection with any other service agreement between Customer and NetCarrier shall be invalidated, null and void. In the event Customer's acts or omissions which form the basis of a termination by NetCarrier hereunder also violate any law or industry standard, Customer shall also indemnify NetCarrier for any fine or penalty or other damages assessed against or incurred by NetCarrier as a result thereof. Customer may terminate this Agreement without incurring early termination fees if NetCarrier is in material breach of this Agreement if Customer provides written notice of such material breach to NetCarrier; NetCarrier's material breach is directly attributable to causes directly within NetCarrier's control; NetCarrier cannot reasonably cure the breach within 16 business days of receiving Customer's written notice of material breach, and Customer's account with NetCarrier is current (no balance due) then 30 days.

If NetCarrier, in its sole discretion, deems Customer to be an abuser of the unlimited local or unlimited domestic calling plans (examples of which include but are not limited to: Use of unlimited products for automated or predictive dialers, call center environments, or any electronic device that generates heavy, short-duration call traffic); NetCarrier may impose a surcharge of \$10/minute on inbound/outbound calls or may disconnect service without (10) days written notice to Customer. Customer shall be liable for any applicable early termination charges.

4) **CUSTOMER MOVES** In the event that a customer moves within NetCarrier's service area, a \$500 fee per circuit will be charged to cover scheme approval costs and circuit installation fees for customer's new facility. If NetCarrier incurs any charges from its circuit vendor because of the discontinuation of the original circuit, including but not limited to early termination fees, NetCarrier reserves the right to invoice customer to recoup those expenses. If customer moves to a location outside NetCarrier's service area, NetCarrier will view that as a customer cancellation and will apply charges per Paragraph 3.

b) **TERMS OF AGREEMENT; RENEWAL** This Agreement shall commence upon signature execution by both parties. Term length as stated in Exhibit A begins on the date of Service activation by NetCarrier. This Agreement shall be automatically renewed on each anniversary of the date of installation, for a period of twelve (12) months unless either party give the other at least sixty (60) days written notice of cancellation prior to an anniversary date. In the event that this Agreement ever goes to a month to month state, any negotiated product discounts shall be lost and Customer shall pay NetCarrier the standard tariff rates for products listed in Exhibit A.

b) **CREDIT CHECK/DEPOSIT** NetCarrier reserves the right to verify your credit as a condition of provisioning Service. NetCarrier reserves the right to collect a deposit from you, not to exceed three (3) months services or place a credit limit on your account. Any such deposits shall be returned upon termination of Service and satisfaction of all outstanding invoices or after one (1) year if you have not been delinquent on any payment due during that one.

7) MISCELLANEOUS.

a) **Exhibits and Schedules** Any exhibits and schedules attached to this Agreement are an integral part hereof and are hereby incorporated and included in the term "this Agreement."

b) **Headings** Headings in this Agreement are included herein for convenience of reference only, shall not constitute a part of this Agreement for any other purposes and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

c) **Entire Agreement; Successors and Assigns** Term of the essence. This Agreement contains the entire terms of the Agreement with respect to the Services, and no representations, inducements, promises or agreements between the parties not set forth herein shall be of any force or effect. This Agreement shall be binding upon and shall inure to the benefit of you, and NetCarrier and NetCarrier's successors and assigns, whether so expressed or not. Terms of the essence under this Agreement.

d) **Cancellation of Contract** For any reason, Customer has the ability to cancel this contract by sending written notice to NetCarrier no later than three (3) days from the date of this agreement.

e) **Voice products** require that NetCarrier provides at least twenty (20%) percent of Customer's local phone traffic.

g) NetCarrier recommends that all alarm lines utilize Copper Advantage lines.

Customer:

NetCarrier:



VOICE AND DATA MASTER SERVICES AGREEMENT

8) **DEMARK EXTENSION** Customer should be aware that before Service can be initiated a "Demark Extension" may be required. A Demark Extension refers to the cabling required from the termination point designated by the local exchange carrier (Verizon for example) for connection to its network and the Customer's equipment. NetCarrier has no control over whether a Demark Extension is required. Unfortunately, whether a Demark Extension is required cannot be determined in advance of installation by NetCarrier. If it is, a separate fee will be charged. If NetCarrier provides the Demark Extension it will charge you \$185.00 for the first hour (or portion thereof) and \$52.50 for each thirty minute period (or portion thereof) thereafter, plus required materials. This charge is in addition to those set forth in Exhibits A and/or D (if applicable). If it is necessary for NetCarrier to sub-contract for the Demark Extension, NetCarrier will bill Customer for its costs.

Customer Acceptance

Name: [Signature]

Title: [Signature]

Authorized Signature: [Signature]

Date: 4/15/2015

NetCarrier Acceptance

Name: WILL CHAPPEL

Title: SALES OPERATIONS MGR

Authorized Signature: [Signature]

Date: 4/29/15

Customer: [Signature]



Additional Terms - Voice and Data Master Services Agreement

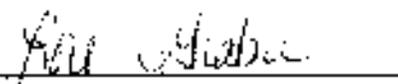
In addition to the terms and conditions contained in the Voice and Data Master Services Agreement ("Agreement") between NetCarrier Telecom, Inc. ("NetCarrier") and Borough of Woodbury Heights ("Customer") and all other schedules thereto, the following terms and conditions apply. These Additional Terms shall take precedence over any conflicting provisions contained in the Standard Terms and Conditions ("Standard Terms") or any other Agreement schedule.

- 5. Terms of Agreement; Renewal.** This Agreement shall commence upon signature execution by both parties. Term length of two (2) years begins on the date signature execution by both parties. This Agreement can be terminated following expiration of initial term by either party giving the other a minimum of sixty (60) days written notice of cancellation.

Customer

NetCarrier, Inc

By 

By 

Date 04/15/2015

Date 4/27/15