

CITY COUNCIL

The City of Orange Township, New Jersey

DATE September 21, 2021

NUMBER 439-2021(WO)

TITLE: A RESOLUTION OF THE MUNICIPL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF ORANGE TOWNSHIP AND CIT BANK NA FOR PAYMENT OF OUTSTANDING AMOUNTS DUE FOR LEASED TELECOMMUNICATIONS EQUIPMENT.

WHEREAS, the City of Orange Township ("City") was a party to a lease agreement with CIT Bank NA for the lease of telecommunications equipment for the City's facilities ("Lease"); and,

WHEREAS, the City had a balance of \$37,419.10 due in final payments on the Lease; and,

WHEREAS, CIT Bank NA agreed to reduce the final amount due to \$30,000.000, provided payment is made in full by the City not later than September 30, 2021; and,

WHEREAS, the arrangement between the City and CIT Bank NA is set forth in a formal settlement agreement, appended hereto and made a part hereof, which requires approval of the Municipal Council of the City of Orange Township ("Council") prior to execution by the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, COUNTY OF ESSEX, STATE OF NEW JERSEY that the aforementioned settlement agreement between the City and CIT Bank NA is hereby approved; and,

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute said settlement agreement on behalf of the City.

Adopted:

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President


A. M. Z. 2021/9/21

SETTLEMENT AGREEMENT

This Settlement Agreement is made as of September 14, 2021 between Orange Township, City of, ("Lessee") and CIT Bank, N.A. ("Lessor").

Statement of Purpose

Lessee and Lessor are parties to the below listed Lease Agreement(s), directly or by assignment (collectively the "Leases")

Lease Number	Date Signed by Lessee	Equipment Description	Settlement Amount
753-0005267-000	2/26/16	Avaya IP Phone	\$30,000.00

Lessee and Lessor now wish to settle and resolve all obligations of Lessee under the leases (except as noted below) in consideration for and upon the receipt by Lessor of the total amount of \$30,000.00 ("Settlement Amount") to be paid in full by Lessee on or before September 30, 2021. **NOTE: FAILURE TO PAY ANY INSTALLMENT WHEN DUE SHALL VOID THIS SETTLEMENT AGREEMENT.**

Please send payment for the Settlement Amount accompanied by a fully executed copy of this Settlement Agreement to:

CIT Bank, N.A.
C/O – MBW – S Schmidt
26000 Cannon Road
Cleveland, OH. 44146

NOW THEREFORE, in consideration of the mutual promises contained herein, Lessee and Lessor hereby agree as follows:

1. Lessee will immediately upon the execution of this Settlement Agreement by Lessee and Lessor, pay Lessor, by bank wire transfer, certified check or cashier's check, the Settlement Amount.
2. Upon Lessor's receipt of the Settlement Amount, in good and available funds, Lessor and Lessee completely (except as noted below) and forever release acquit and discharge each other from: all lease payments due and to become due, obligations, claims, liabilities, damages, costs, and causes of action of any nature or type (specifically excepting, however, those relating to service or maintenance), arising from and under or in any way relating to the Leases and the equipment covered thereby ("Claims"). Lessor also agrees that upon receipt of the Settlement Amount, Lessor will transfer ownership to the Equipment to Lessee "AS-IS" with no representations or warranties of any nature, express or implied.
3. This Settlement Agreement and the release contained herein shall not include or apply to any Claims or liabilities under the Leases regarding taxes or the indemnification for and against property damage and personal injury, including death, caused by or relating to the equipment covered by the Leases, or to Claims for damage to the Equipment as provided for in the terms and conditions of the Leases.
4. The release contained herein shall apply to Lessee's and Lessor's agents, assigns, successors, predecessors, attorneys, officers, directors, members, principals, partners, shareholders, parents, affiliates and employees.
5. Lessee and Lessor understand and agree that neither the consideration for nor the execution of this Settlement Agreement shall constitute or be construed to be an admission of any liability or wrong doing whatsoever by Lessee or Lessor. The terms set forth herein are not to be construed against Lessee or Lessor as the party drafting this Settlement Agreement.
6. This Settlement Agreement contains the entire understanding of Lessee and Lessor relating to the Leases and the Settlement Amount and shall not be effective until Lessor's receipt of the Settlement Amount in good and available funds.
7. If Lessee fails to pay the Settlement Amount or perform any of its other obligations hereunder in accordance with the terms herein, this Settlement Agreement is revoked and its terms and conditions have no force or effect, and Lessor may enforce any and all rights it has under the Lease Agreement, including the recovery of all amounts due thereunder.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Settlement Agreement effective as of the date first set forth above.

Lessee: Orange Township, City of

Lessor: CIT Bank, N.A.

By: _____

By: _____

Title: _____

Title: _____

We are required to provide the following information under state law for the states indicated. This is not a complete list of your rights by state. If you do not reside in one of these states, you may have the same or similar rights under state or federal law.

CALIFORNIA:

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8am or after 9pm. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. Cal. Civ. Code § 1812.700 "Nonprofit credit counseling services may be available in the area."

"As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations."

COLORADO:

Colorado Office Information: 8690 Wolff Court, Suite 110 Westminster, CO 80031 Local: (303) 920-4763 Toll Free: (877) 862-5100 FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE

[HTTPS://COAG.GOV/OFFICE-SECTIONS/CONSUMER-PROTECTION/CONSUMER-CREDIT-UNIT/COLLECTION-AGENCY-REGULATION/](https://coag.gov/office-sections/consumer-protection/consumer-credit-unit/collection-agency-regulation/)A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

MAINE:

Our hours of operation are Mon - Fri 8:00am to 5:00pm EST.

MASSACHUSETTS:

NOTICE OF IMPORTANT RIGHTS.

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE COLLECTION AGENCY.

Hours of operation are Mon - Fri 8:00am to 5:00pm EST.

MINNESOTA:

This collection agency is licensed by the Minnesota Department of Commerce.

NEW YORK CITY:

New York City Department of Consumer Affairs license number 2070062-DCA.

Please contact us with your language preference by emailing customerservice@mbandw.com [<mailto:customerservice@mbandw.com>](mailto:customerservice@mbandw.com), subject line "NYC Language Preference." A translation and description of commonly used debt collection terms in your preferred language is available on the New York City Department of Consumer Affairs website: [<https://www1.nyc.gov/site/dca/index.page>](https://www1.nyc.gov/site/dca/index.page)

Some written communications may be available in Spanish for some accounts. No other language services are offered by McCarthy, Burgess & Wolff, Inc.

NEW YORK:

In accordance with the Fair Debt Collection Practices, Act, 15 U.S.C. § 1692 *et seq.*, debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: the use or threat of violence; the use of obscene or profane language; and repeated phone calls made with the intent to annoy, abuse or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI); social security; public assistance (welfare); spousal support, maintenance (alimony) or child support; unemployment benefits; disability benefits; workers' compensation benefits; public or private pensions; veterans' benefits; federal student loans, federal student grants, and federal work study funds; and ninety percent of your wages or salary earned in the last sixty days.

NORTH CAROLINA:

North Carolina Department of Insurance Permit No. 113590: 26000 Cannon Rd. Cle., OH 44146; 113591: 7088 W. 130th St. Middleburg Heights, OH 44130; 113592: 9910 E. 42nd St. Suite 201 Tulsa, OK 74146.

TENNESSEE:

This collection agency is licensed by the Collection Services Board, State Department of Commerce and Insurance. 500 James Robertson Parkway, Nashville, TN 37243.

WISCONSIN:

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
2020 ADOPTED BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are sufficient funds to Contract with:

Vendor Name: CIT Bank, N.A.
Avaya Financial Services
Address: 10201 Centurion Pkwy North
Suite 100
City: Jacksonville
State: Florida
Zip Code: 32256

Purpose: Settlement for previous phone contract

Vendor ID: CITB0010

Fund: Current Fund
Account Name: Telephone
Account Numbers(s): 0-01-31-440-000-599
Amount: \$ 12,000.00

Account Name: ADM - Administration - Contractual Services
Account Numbers(s): 0-01-20-102-000-528
Amount: \$ 18,000.00

Total PO Amount: \$ 30,000.00

PO Number: 21-01202

Division Head

Date

Nile Clements

9/15/2021

Chief Financial Officer

Date