

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 5, 2023

NUMBER 477-2023

TITLE: A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A MASTER SUBSCRIPTION AGREEMENT WITH BALCONY TECHNOLOGY GROUP INC. FOR THE PROVISION OF SECURE CENTRAL DATABASE AND REPOSITORY SERVICES THROUGH DECEMBER 31, 2024, AT NO COST TO THE CITY.

WHEREAS, the City of Orange Township ("City") compiles and stores data about all real property located within the municipality that is utilized by the public and City officials in various ways; and,

WHEREAS, the integration of government records currently maintained by various City departments will make municipal operations more efficient and reliable; and,

WHEREAS, storing this information in a secure central database allows the City to streamline the way that property owners can pay their taxes, file for permits and otherwise keep government inspections up to date; and,

WHEREAS, creating and maintaining such a database requires resources the City cannot provide, and therefore, the City requires a vendor that is capable of providing a computer system that can compile, store, maintain and securitize such a compilation of data; and,

WHEREAS, Balcony Technology Group Inc. ("Balcony") has developed "Asset Registry", which is a secure database of aggregated-level property data that uses dynamic technology that allows for data to be accessed by the residents within the City and to be accessed and amended by various government officials; and,

WHEREAS, any information within Asset Registry is stored securely and permanently on a federated blockchain that will properly secure government records preventing improper access and hacking of same; and,

WHEREAS, Balcony has proposed to provide the City with the right to use Asset Registry through December 31, 2024, at no cost to the City as part of a pilot program; and,

WHEREAS, the City desires to enter into a Master Subscription Agreement ("MSA") with Balcony for the use of Asset Registry as part of the pilot program without competitive bidding, in accordance with *N.J.S.A. 40A:11-5(1)(dd)* for support or maintenance of proprietary computer hardware and software.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, COUNTY OF ESSEX, STATE OF NEW JERSEY that the Mayor be and hereby is authorized to enter into a Master Service Agreement with Balcony Technology Group Inc., at no cost to the City, through December 31, 2024.

Adopted: December 5, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President



A. M. BRATH
CITY ATTORNEY

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (“Agreement”) is made effective this 5th day of December, 2023, by and between the CITY OF ORANGE TOWNSHIP, a New Jersey Municipal Corporation, with offices at 29 North Day Street, Orange, New Jersey, 07050 (“City”), and BALCONY TECHNOLOGY GROUP INC., a Delaware Corporation, with offices at 80 River Street, #2C, Hoboken, New Jersey, 07030 (“Contractor”).

RECITALS

WHEREAS, the City compiles and stores data about all of the properties located within the municipality; and,

WHEREAS, all data compiled is made available to various municipal officials as part of their regular official duties; and,

WHEREAS, having this information stored in a central database allows the City to streamline the way that property owners can pay their taxes, apply for permits and otherwise keep government inspections up to date; and,

WHEREAS, the integration of government records currently maintained by various departments will make municipal operations efficient and reliable; and,

WHEREAS, the Contractor is capable of providing a proprietary computer software program that can compile, store, maintain and securitize the compilation of data held by the City also known as the Asset Registry; and,

WHEREAS, the Contractor represents that it is qualified to provide said services and desires to so perform pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the City and the Contractor do hereby agree as follows.

TERMS

1. TERM. This Agreement shall be effective for the period commencing January 1, 2024, and concluding December 31, 2024 (“Term”).

2. COMPENSATION. Contractor shall be compensated the total contract amount of \$0.00 as further set forth in Attachment A, which is appended hereto and made part of this Agreement (“Fees”).

3. DUTIES OF CONTRACTOR. A description of the duties to be performed by the Contractor shall be as set forth in Attachment B, which is appended hereto and made part of this Agreement.

4. GRANT OF RIGHTS. Through this Agreement Contractor hereby grants to City a nonexclusive license to install and use the Asset Registry during the Term.

5. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Agreement, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act. The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.

6. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Agreement, then prior to the effective date of this Agreement, and as a condition precedent to its taking effect, the Contractor shall provide to the City a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Agreement. The Contractor shall notify the City immediately in the event of

suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by the Contractor or its agents.

7. RESTRICTIONS AND RESPONSIBILITIES.

I. Restrictions. The City may not use the Asset Registry in any manner or for any purpose other than as expressly permitted by this Agreement. The City shall not, and shall not permit or enable any third party to: (a) use or access the Asset Registry to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Asset Registry (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Asset Registry; (d) perform or disclose any benchmarking or performance testing of the Asset Registry; (e) remove any proprietary notices included with the Asset Registry; or, (f) use the Asset Registry in violation of applicable law.

II. Responsibilities. The City shall be responsible for obtaining and maintaining computers and third-party software systems of record needed to connect to, access or otherwise use the Asset Registry. The City also shall be responsible for: (a) ensuring that such equipment is compatible with the Asset Registry; (b) maintaining the security of such equipment, user accounts, passwords and files; and, (c) all uses of City user accounts by any party other than the Contractor. Further, during the Term, the City shall be responsible for providing the Contractor with real time access (within 24 hours of the City's receipt) to all tax collection data, construction permitting data, and tax assessor data, including, but not limited to, property transfers recorded with the County of Essex and other related public records.

8. INTELLECTUAL PROPERTY RIGHTS. The Contractor retains all right, title, and interest in the Asset Registry and all Intellectual Property Rights in the Asset Registry. The look and feel of the Asset Registry including any custom fonts, graphics and button icons, are the sole property of the Contractor and the City may not copy, imitate, or use them, in whole or in part, without Contractor's prior written consent. Similarly, the City retains all right, title, and interest in all information and data contained in the City's records, as well as all logos, seals or other graphics or Intellectual Property Rights provided to the Contractor for use within the Asset Registry or other materials, and the Contractor may not copy, imitate, or use them, in whole or in part, without City's prior written consent.

9. TERMINATION. This Agreement may be terminated as follows:

A. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the City in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this Subparagraph shall be effective immediately upon the giving of said notice.

B. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. If the Agreement is terminated by the City, the Contractor shall be paid for all services rendered to the time of termination.

10. NO ASSIGNMENT OR SUBCONTRACT. This Agreement may not be assigned nor subcontracted by either party, except as otherwise agreed to in writing by both parties.

11. INDEMNIFICATION. The Contractor, where applicable, shall be responsible for, and shall keep, save and hold the City harmless from, and indemnify and defend the City against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or expert fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this Agreement that results from any acts or omissions, including negligence or malpractice, of any of the Contractor's officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from the Contractor's performance or failure to perform pursuant to the terms and provisions of this Agreement.

The City shall be responsible for, shall keep, save and hold the Contractor harmless from, shall indemnify and shall defend the Contractor against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this Agreement that results from any acts or omissions, including negligence or malpractice, of any of the City's officers, directors, employees, agents, servants or independent contractors, or from the City's failure to provide for the safety and protection of its employees, or from the City's performance or failure to perform pursuant to the terms and provisions of this Agreement. The parties' respective liabilities under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

12. INSURANCE. The Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by the City, and which shall comply with any applicable requirements of the State of New Jersey. The Contractor shall simultaneously with the execution of this Agreement, deliver certifications of said insurance to the City's Business Administrator, naming the City as an additional insured.

13. DISCLAIMER. The Contractor does not warrant that the Asset Registry will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from use of the Asset Registry. Except as set forth in this section, the Asset Registry is provided "AS IS" and the Contractor disclaims all other warranties, express or implied, including, but not

limited to, implied warranties of merchantability, title, fitness for a particular purpose and non-infringement.

14. LIMITATION OF LIABILITY.

NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR, (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Limitation of Liability Exclusions. The limitations of liability set forth in this section does not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Paragraph 23 below (Confidentiality); (b) claims arising out of fraud or willful misconduct by either party; and, (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

15. METHODS OF WORK. The Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of the City or infringe on the rights of the public.

16. NON-WAIVER. The failure of either party to enforce any particular provision of this Agreement, or to act upon a breach of this Agreement by either party, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

17. PARTIAL INVALIDITY. In the event that any provision of this Agreement shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Agreement.

18. CHANGES. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

19. NOTICES. Notices required by this Agreement shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

20. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this

Agreement or related to any matter which is the subject of or incidental to this Agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the New Jersey State and/or Federal courts located in Essex County, New Jersey.

21. INDEPENDENT CONTRACTOR STATUS. No agency, partnership, joint venture or employment is created as a result of this Agreement and neither party has authority of any kind to bind the other party in any respect.

22. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

23. CONFIDENTIALITY. Each party agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Agreement, during the term of this Agreement, except to authorize personnel or upon prior written approval of the non-disclosing party.

24. FORCE MAJEURE. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

25. BINDING EFFECT. This Agreement shall be binding on the undersigned and their successors and assigns.

26. AGREEMENT PARTS. This Agreement shall consist of this document and the Overview Document provided by Contractor, which is attached hereto as Attachment B.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURES FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, and authorized by Resolution, the City has caused this instrument to be signed and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

ATTEST:

CITY OF ORANGE TOWNSHIP

City Clerk

Dwayne D. Warren, Esq.
Mayor

ATTEST:

**BALCONY TECHNOLOGY
GROUP INC.**

By: _____
Its: _____

Approved as to form and sufficiency:

City Attorney

ATTACHMENT A

ATTACHMENT B

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Oct-2023** to **15-Oct-2030**



BALCONY TECHNOLOGY GROUP INC
80 RIVER STREET
HOBOKEN **NJ** **07030**



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act: "business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; "interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ... ; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Balcony Technology Group, Inc

(Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one-year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (a) and (r).

Dwayne D. Warren	
Tency A. Eason	
Weldon Montague	
Harold J. Johnson, Jr	
Jamie Summers-Johnson	
Clifford Ross	
Adrienne Wooten	
Kerry J. Coley	

Part II - Ownership Disclosure Certification

DOI certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Daniel Silverman	225 River St #204 Hoboken, NJ 07030
Alexander McGee	12 Aspen Way Morristown, NJ 07960
Michael Reichel	1450 Garden St # N609 Hoboken, NJ 07030
John Belitsky	192 Christie St Leominster, NJ 07605
Gregory Lester	111 W 4th St #5R New York, NY 10013

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Balcony Technology Group, Inc

Signed: [Signature] Title: CEO

Print Name: Daniel Silverman Date: 10/12/23

Subscribed and sworn before me the 10/12/23 day of

Elizabeth Burgoyne (Affiant)

[Signature]

(Print name & title of affiant) (Corporate Seal)

My Commission expires:

ELIZABETH M BURGOYNE
Notary Public, State of New Jersey
Comm. # 50213304
My Commission Expires 08/18/2028

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Balcony Technology Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
80 River Street #2c

6 City, state, and ZIP code
Hoboken, NJ 07030

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
OR									
Employer identification number									
8	7	-	3	7	0	2	5	3	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 10/11/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.