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August 19, 2011

Via Email and First Class Mail

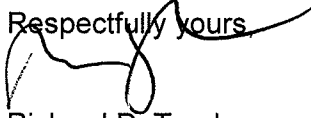
Karen J. Carnevale, R.M.C.
Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

**Re: Resolution Approving MetLife Resources ("MLR")
As a Compliant Deferred Compensation Plan**

Dear Ms. Carnevale:

Please find enclosed a proposed Resolution approving Met Life Resources, a division of Metropolitan Life Insurance Company ("MetLife") as a qualified provider of a deferred compensation plan. Please place this on the Agenda for the August 30, 2011 meeting. I am attaching to this letter and Resolution certain documents that pertain to the MLR/MetLife Deferred Compensation Plan; Mr. Sayers may have additional materials.

Thank you for your consideration.

Respectfully yours,

Richard D. Trenk

RDT:jms
Enclosures

cc: Edward Coleman, Chief Financial Officer (via email)
Mayor Robert D. Parisi (via email)
John K. Sayers, Business Administrator (via email)
Kevin Cruse (via email kcruse@metlife.com)
Kenneth W. Kayser, Esq. (via email)

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RICHARD D. TRENK ■ JOSEPH J. DiPASQUALE ■ ELNARDO J. WEBSTER, II ■ SAM DELLA FERA, JR. ■ ANTHONY SODONO, III
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SHOSHANA SCHIFF ■ JONI NOBLE McDONNELL ■ BRIAN T. CROWLEY ■ JENNIFER M. CARRILLO-PEREZ
MICHELE M. DUDAS ■ JODI M. LUCIANI ■ MARK Y. MOON ■ ADAM D. WOLPER ■ JOAO F. MAGALHAES
AZIZ O. NEKOUKAR ■ ROSS J. SWITKES ■ JENNIFER D. TALLEY

RESOLUTION

WHEREAS, the Township from time to time permits certain financial advisors and related personnel to provide information to the Township employees concerning deferred compensation plans; and

WHEREAS, MetLife Resources ("MLR"), a division of Metropolitan Life Insurance Company ("MetLife"), is a well known and respected company which desires to provide a presentation and platform for Township employees to consider MLR's Deferred Compensation Plan in their sole discretion and at no cost to the Township; and

WHEREAS, the Township does not endorse MLR or MetLife by permitting these presentations to Township employees; and

WHEREAS, the Township employees are free to make any determination with regard to their salary, retirement, or other benefits; and

WHEREAS, the proposal and offering of the MLR Deferred Compensation Plan is a purely voluntary decision by the Township's employees; and

WHEREAS, the implementation of the MLR Deferred Compensation Plan is pursuant to N.J.A.C. 5:37-5.2 and N.J.A.C. 5:37-5.3; and

WHEREAS, the implementation of the MLR Deferred Compensation Plan serves the following purposes: (i) desire to attract and retain qualified employees; (ii) accrual of tax benefits to eligible employees through participation in a deferred compensation plan as established pursuant to Section 457(b) of the Internal Revenue Code; (iii) there is no cost to the Township to adopt and implement the deferred compensation plan; and (iv) the implementation of the deferred compensation plan will serve the interests of the Township by enabling the Township to provide enhanced retirement security to its eligible employees;

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange that pursuant to N.J.A.C. 5:37-5.2, MLR is designated as an additional provider of a

deferred compensation plan which may be presented to Township employees at no cost or expense to the Township; and it is further

RESOLVED, that the Township is adopting a deferred compensation plan substantially similar to the one on which a favorable private letter ruling has previously been obtained from the Internal Revenue Services except for the provisions added by the Small Business Job Protection Act of 1996 (U.S. Public Law No. 104-188) and the Economic Growth and Tax Relief Reconciliation Act of 2001 (U.S. Public Law No. 107-16) and all such provisions are stated in the Plan in terms substantially similar to the text of those provisions of the Internal Revenue Code Section 457. The use of the IRS Ruling is for guidance purposes only and is not precedential; and it is further

RESOLVED, that the Township Chief Financial Officer is designated as the local plan administrator for the administration of the MLR Deferred Compensation Plan; and it is further

RESOLVED, that based upon the information available and disclosed by MLR/MetLife, there is no collusion or appearance of collusion between any local official and representative of MLR/MetLife in the selection of MLR pursuant to N.J.A.C. 5:37-5.7; and it is further

RESOLVED, that the Mayor and/or Business Administrator be and are hereby authorized to execute the Service Agreement between the Township of West Orange and MLR/MetLife and to submit all necessary documents to the Director of the Division of Local Government Services within the State of New Jersey, Department of Community Affairs for appropriate review and approval.

CAPITAL FINANCIAL ASSOCIATES

AN OFFICE OF METLIFE

August 15, 2011

Mr. John Sayers
Business Administrator
Township of West Orange
66 Main Street
West Orange, NJ 07052

Dear Jack;

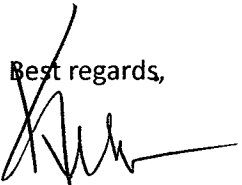
Thank you for allowing me to propose Metlife as an additional provider to the Township's Deferred Compensation Plan. As one of the largest providers of defined contribution plans, Metlife offers the Size, Financial Strength, Integrity and Commitment to this market to ensure your employees are able to make the appropriate decisions to meet their retirement needs.

I have enclosed some documents for your review and signature. In addition to some plan specific information highlighting plan features, the packet includes:

- a letter to Edward Coleman
- an Implementation Worksheet; I have noted where additional information needs to be inserted and/or signatures are required
- a prototype resolution from the DCA website to assist you in preparing the Council's resolution
- a Prototypical Service Agreement
- a Prototypical Deferred Compensation Plan for a NJ Municipality

Of course, should you have any questions, please do not hesitate to call me directly. Once the resolution is filed, please send me a copy. I will submit it along with the attached plan documents endorsement by Metlife.

Best regards,


Kevin Kruse
Investment Adviser Representative
Capital Financial Associate, an Office of Metlife

TOWNSHIP OF WEST ORANGE
11 AUG 17 AM 10:10



Kevin Kruse
Financial Service Representative
363 Route 46 W
Ste 140
Fairfield, NJ 07004
973-808-2626
kkruise@metlife.com

April 12, 2011

Mr. Edward J. Coleman
Township of West Orange
66 Main St
West Orange, NJ 07052

Dear Mr. Coleman:

MetLife Resources (MLR), a division of Metropolitan Life Insurance Company ("MetLife"), is pleased to propose its bundled plan services to Township of West Orange's 457(b). We believe we are uniquely positioned to respond to the needs of Township of West Orange and are delighted to have the opportunity to provide our proposal.

As one of the nation's largest providers of defined contribution plan products and services, MLR offers:

Size and Strength

MetLife has been helping people since its birth in 1868. As a leading provider of insurance and other financial services to over 70 million customers around the globe we provide employee benefits to over 60,000 companies, including over 90 of the top one hundred FORTUNE 500® companies.¹

MetLife continues to be a strong, stable leader in the financial services industry during a challenging environment. MetLife is well capitalized, with a strong balance sheet and financial strength ratings that are among the highest in the industry.² The long-term approach we take in managing our investment portfolio, combined with our diverse mix of businesses, has served us well and will continue to do so in the years ahead.

History and Integrity

MetLife has a strong history of delivering the promise of the guarantees we make to our customers, in good times and in bad. From transforming its headquarters into a relief center for Titanic Survivors in 1912 to contributing \$6 million in aid after September 11, 2001, MetLife has been helping families for 140 years – through two World Wars and the Great Depression. Throughout that time, MetLife has continued to fulfill financial obligations. MetLife Companies have consistently earned high marks from rating agencies for their financial strength and stability.²

Focus and Market Commitment

MLR is solely dedicated to providing retirement plan products and services and other employee benefit programs to the nonprofit sector – healthcare providers, schools, Institutions of higher education, associations, foundations, and government organizations – serving the public good. Servicing plans with more than \$27 billion in retirement assets encompassing over 25,000 plans, MLR helps over 1 million employees plan and save for their retirement everyday.

Investments

We are offering MetLife's Financial Freedom Select variable annuity. Highlights of the product follow below:

Highlights

- Fifty-seven funding options including:
 - Five Index Portfolios;
 - Two Exchange-Traded Funds (ETF);
 - One Fixed Interest Account.
- Industry leading share classes
 - b share class***
 - Mortality and Expense Ratio: 1.15%;
 - Benefit Sensitivity;
 - 3% bonus on eligible transfers into contract within first 2 contracts year;
 - Optional Annual Step-Up Death Benefit for an additional annual charge of 0.10%.
 - l share class***
 - Mortality and Expense Ratio: 1.30%;
 - Benefit Sensitivity.
 - 3% bonus on eligible transfers into contract within first 2 contract year;
 - Optional Annual Step-Up Death Benefit for an additional annual charge of 0.10%;
 - c share class***
 - Mortality and Expense Ratio: 1.45%;
 - Optional Annual Step-Up Death Benefit for an additional annual charge of 0.10%;
 - No CDSCs.
- Optional living benefit rider, offering a guaranteed income stream for life
 - Guaranteed Minimum Income Benefit (GMIB) 1 – The PredictorSM;

Asset Allocation Portfolios

- Eight asset allocation portfolios;
- Diversification across and within asset classes;
- May reduce negative impact of market downturn in any one class.

Automated Investment Strategies

- Index SelectorSM – Allocates assets across five index investment divisions and Fixed Interest Account;
- Equity Generator[®] – Automated sweep of interest amounts into a participant-designated investment option;
- AllocatorSM – Monthly transfers of a portion of the contract's account balance in the Fixed Interest Account to any investment division elected by the participant;
- Rebalancer[®] – Asset allocation with quarterly rebalancing.

Our commitment to Township of West Orange is to provide the greatest flexibility in investment offerings, with an unparalleled level of personalized service and leading edge recordkeeping and technology. Should you have any questions or need further clarification, please feel free to contact me at 973-808-2626.

Kevin Kruse

Financial Service Representative

1 Fortune Magazine, April 2010

2 For the most recent ratings, please visit www.metlife.com

MetLife's Financial Freedom Select variable annuity is offered by prospectus only, which is available from your registered representative. You should carefully consider the product's features, risks, charges and expenses, and the investment objectives, risks and policies of the underlying portfolios, as well as other information about the underlying funding choices. This and other information is available in the prospectus, which you should read carefully before investing. Product availability and features may vary by state. All annuity product guarantees are based on the financial strength and claims-paying ability of the issuing insurance company. The amounts allocated to the variable investment options of your account balance are subject to market fluctuations so that when withdrawn or annuitized, it may be worth more or less than its original value.

Like most annuity contracts, MetLife annuities contain holding periods, exclusions, limitations, surrender charges, termination provisions and terms for keeping them in force. Your representative can provide you with costs and complete details.

The MetLife Financial Freedom Select variable annuity is issued by Metropolitan Life Insurance Company (MLIC), 200 Park Ave., New York, NY 10166, under contract policy form number G.FFS(0802) and G_MFFS-1(8/04), and distributed by MetLife Investors Distribution Company (MLIDC) (Member FINRA), 5 Park Plaza, Suite 1900, Irvine, CA 92614. Securities products offered through MetLife Securities, Inc. (MSI) (Member FINRA/SIPC), 1095 Avenue of the Americas, New York, NY 10036. MLIC, MLIDC and MSI are MetLife companies.

PROTOTYPICAL SERVICE AGREEMENT

This Prototypical Service Agreement, hereinafter referred to as the "Agreement," by and between Township of West Orange, New Jersey, hereinafter referred to as the Employer, and Metropolitan Life Insurance Company, hereinafter referred to as "MetLife," is for the provision of investments, enrollment services and administrative services for the Deferred Compensation Program, as further defined in the "SCOPE OF SERVICES," below:

WHEREAS, the Employer has been authorized to establish an eligible Deferred Compensation Plan, hereinafter referred to as the "Plan," pursuant to Section 457 of the Internal Revenue Code, by which the Employer provides a deferred compensation plan to its employees; and

WHEREAS, the Employer has been authorized to contract with a private corporation to provide investments, administrative services and enrollment services in connection with the Plan, and

WHEREAS, the Employer is desirous of designating MetLife to provide the specialized knowledge and expertise to provide investments and to assist in the enrollment and administration of the Plan, and MetLife desires to provide the same.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

DEFINITIONS

"Annuity Contract" means the group annuity contract(s) issued to the Employer by MetLife, a life insurance company authorized to do business in the State of New Jersey.

"Assets" means all Compensation Deferred under the Plan plus earnings thereon less deductions therefrom. Except as otherwise provided below, the value of the Assets shall equal the current accumulated value of the Annuity Contract prior to deduction of any surrender or termination charges, market value adjustments or interest forfeitures.

"Compensation Deferred" or "Deferred Amount" means the amount of compensation deferred under the Plan.

"Deferred Account" means an account maintained by the Contractor under the Plan for a Participant.

"Director" means the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey.

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"Employer" means the state or local government entity referenced as the Employer in the first paragraph of this Agreement.

"Employee" means a person eligible for participation according to the provisions of the Plan.

"Joinder Agreement" means the form signed by an Employee to become a Participant in the Plan.

"Participant" means any Employee who has elected to participate in the Plan or any former Employee who has a Deferred Account balance.

"Plan" means the Employer's Deferred Compensation Plan.

"Plan Administrator" means the person or persons, designated in writing by the Employer from time to time to have overall responsibility to coordinate the activities of MetLife and the Employer in the implementation and administration of the Plan.

"Plan Document" means the prototypical plan adopted by the Employer by resolution and approved by the Director.

"Representative" means the person or persons designated in writing by MetLife from time to time to have overall responsibility to coordinate the services to be performed by MetLife hereunder.

A. SCOPE OF SERVICES

1. Appointment. The Employer hereby appoints and authorizes MetLife, and MetLife hereby accepts such appointment and authorization, to assist the Plan Administrator in the enrollment of Participants electing to invest Plan deferrals in MetLife's Annuity Contract, to assist with the administration of the Plan and to provide the services described herein.
2. Personnel. MetLife shall maintain sufficient personnel to enroll eligible Employees under the Plan and to process initial Joinder Agreements of Participants and any amendments thereto; to assist in the reconciliation of any discrepancies between MetLife's records and those of the Employer; to answer inquiries of Participants and the Plan Administrator as to account balances and other records maintained or generated by MetLife; and to otherwise fulfill its duties and responsibilities under this Agreement.
3. Meetings. MetLife shall conduct enrollment meetings for Employees and shall participate in meetings scheduled by departments and agencies of the Employer as requested. Upon reasonable notice and at reasonable times, MetLife shall meet with the Plan Administrator and other officials of the Employer to the extent

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necessary to discharge its duties under this Agreement. MetLife will not commence the enrollment of participants without the approval of the Employer.

4. Telephone Services. MetLife shall maintain a toll-free telephone number to respond to Participant inquiries. Upon proper identification, MetLife shall, to the extent possible, answer inquiries over the telephone. MetLife shall advise all Participants of the availability of its toll-free numbers.
5. Forms. Forms to be provided by MetLife shall include Participation Agreements, benefit applications, hardship applications, transfer authorization forms, catch up enrollment forms, and other forms necessary to administer the provisions of the Plan.
6. Investments. MetLife intends to offer participation in one or more group annuity contracts offered by MetLife, authorized by the State of New Jersey Commissioner of Insurance to do business in the State of New Jersey. MetLife will provide annual certification to the Director regarding these investments within 30 days of receipt of the certification form from the Director. The minimum deferral of a Plan participant shall be \$20 per month.
7. Enrollment. MetLife shall enroll eligible Employees in the Plan and process changes in participation using standardized forms. Enrollment responsibilities shall include educating Employees regarding all aspects of the Plan and the effect of their participation on their current take-home pay and their future retirement income; providing each Participant with a copy of the applicable prospectuses, Plan Document; enforcing any minimum deferral amount established by the Employer; ensuring that all forms and authorizations submitted are complete and on file with MetLife; and transmitting deferral election data to the Employer. MetLife shall provide its personnel with access to all equipment necessary to properly enroll Employees.
8. Contributions. MetLife shall process Employee contributions in detail consistent with the terms of the Plan and the Employer's payroll system, reconcile contribution amounts with the Plan Administrator, and direct immediate investment of Employee contributions in accordance with Participant instructions, as amended from time to time. All contributions shall be treated as vested immediately upon receipt. The Employer will deliver, within 72 hours, both the money and a report showing each Participant's contribution to the location specified by MetLife. MetLife will credit each participant's account with such contributions on the date the money and report are received from the Employer at that location.
9. Administration. MetLife shall perform all administrative and recordkeeping functions necessary to ensure accurate accounting of the Assets in the Participants' Deferred Accounts and to provide for the efficient and prudent

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management of the Plan. MetLife will deduct from Participant accounts any amounts reasonably specified by the Employer to pay administrative expenses of the Employer, provided that the method and frequency of the administrative expense deduction are reasonable and have been mutually agreed to in advance between MetLife and the Employer.

10. **Records.** MetLife shall establish and maintain records for each Plan showing deferrals, payouts, transfers, and withdrawals during the term of the Plan. MetLife shall also establish and maintain records of each Participant's Deferred Accounts under the Plan. MetLife shall update Participants' accounts daily using the most currently available unit values and/or interest rates under the methods described in the Annuity Contract(s). MetLife shall maintain contingency plans for system backup in the event of disaster or malfunction. MetLife shall also retain transaction information in accordance with the State of New Jersey record retention requirements.
11. **Hardship Requests.** MetLife shall apprise any Participant who requests a hardship distribution of the applicable rules and regulations and shall furnish the Participant with the appropriate application form and instructions.
12. **Plan Benefit Payments.** MetLife shall disburse benefits from Assets under the Plan to Participants in accordance with instructions given by the Plan Administrator and in compliance with the Plan and applicable requirements of the Internal Revenue Code, including appropriate withholding taxes and reporting of distributions. Distributions shall be effected on a monthly basis or more frequently as shall be mutually agreed upon by MetLife and the Plan Administrator. MetLife shall offer direct deposit services to Participants electing periodic payments.
13. **Employer Reports.** MetLife shall provide the following reports to the Plan Administrator and such additional reports as are agreed to by MetLife and the Plan Administrator from time to time.
 - a. Financial information required for reporting of the Plan in the Employer's financial statements.
 - b. Quarterly Plan summary financial reports summarizing quarterly activity, year to date activity, and ending balances for all group annuity contracts maintained for the Employer by MetLife.
14. **Participant Reports.** MetLife shall mail to Participants quarterly statements of their Deferred Accounts showing all transactions during the period and ending balance for each Annuity Contract investment option. Where applicable to the Annuity Contract investment option, reporting shall include the number of units applicable to each transaction and to the ending balance, and the unit value.

Statements shall be mailed to the Participants within twenty-five (25) calendar days of the end of the calendar quarter.

15. **Compliance with Internal Revenue Code.** MetLife recognizes that the Plan is intended to qualify under Section 457(b) of the Internal Revenue Code and agrees to maintain knowledge of the federal rules applicable to the Plan and to administer the Plan in a manner consistent with the applicable requirements of the Internal Revenue Code and the Employer Plan Document. If the local entity intends to use MetLife's prototypical plan instead of using a Plan currently in use by the Employer, MetLife will submit the prototypical plan to the Director for approval.
16. **Compliance with Requirements of N.J.A.C. 5:37, et seq.** MetLife shall submit to the Director for approval this Service Agreement and the Annuity Contract(s) to be offered by MetLife. In addition, MetLife shall revise and resubmit these materials to the Director as required by changes in Federal or State law or related regulations.
17. **Annual Financial Statements and Review.** MetLife shall provide a financial summary of the Plan activity related to the Plan's investments with MetLife for the Employer's most recent fiscal year to the Employer as required by N.J.A.C. 5:37-10.3(a). MetLife will provide a copy of its Statement of Accounting Standards (SAS70 Report) annually to the Director and to the Plan Administrator and shall certify to the Director that the annual accounting data supplied to the Employer is accurate and complete.
18. **Audit Records.** MetLife shall present to the Employer annually the results of any audit of MetLife which may have been conducted by an independent public accountant. MetLife will provide the Employer with a copy of any report on the internal controls of the Employer that are delivered to MetLife by an independent public accountant as part of the audit of the Employer. MetLife will reasonably cooperate with any auditor or agent of the Employer during an audit of the Plan by the Employer.

B. PAYMENT TERMS AND CONDITIONS

1. **Compensation Amount.** Compensation of MetLife for services required under this Agreement is limited to the compensation provided for under the Annuity Contract issued to the Employer unless specified in this section. Compensation for services outside the scope of this Agreement will be mutually determined by the Employer and MetLife.

C. TERM

1. Initial Term. Agreement shall be effective for a period of five (5) years commencing on September 1, 2011.
2. Term Extension. The term of the Agreement will automatically be extended for additional consecutive five (5) year terms under the same terms and conditions unless either party to this Agreement notifies the other in writing of its intention to terminate this contract at least ninety (90) calendar days prior to the Agreement expiration date. The Employer's termination of the Agreement shall be in the form of a resolution which meets the requirements of N.J.A.C. 5:37-5.11. The Employer shall provide a copy of such resolution to the Director.

D. STANDARD TERMS AND CONDITIONS

1. Restraining Provision. The Employer is not bound by this Agreement until it is approved by the appropriate Employer officials as indicated on the signature page of this Agreement and has been approved by the Director.
2. Modification and Amendment. This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.
3. Conflicts of Interest/Collusion. The Employer warrants that the Employer is in full compliance with N.J.A.C. 5:37-5.6 and 5.7 regarding conflicts of interest and collusion with officials and agents of the Employer. MetLife warrants that any and all disclosures required under N.J.A.C. 5:37-7:8 have been made.
4. Plan Records. MetLife shall make available upon written request from the Director and/or a participant, all records, reports or other information relating to the Plan as a whole, including but not limited to cash flow analysis, investment reports, audits and quarterly reports. The books, records and documents of MetLife, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to review and/or audit, at any reasonable time and upon reasonable notice, by the Employer at MetLife's administrative office. Such reviews and/or audits will be done at the expense of the Employer.
5. Non-discrimination. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or state constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of MetLife. MetLife shall, upon request, show proof of such non-

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discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

6. Insurance. MetLife, being independent, agrees to carry adequate fidelity bond and public liability insurance relative to work performed under this Agreement. MetLife will also provide evidence of appropriate liability insurance and errors and omission insurance.
7. State and Federal Laws and Regulations. MetLife shall comply with any applicable Federal and state laws and regulations in the performance of this Agreement.
8. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement is subject to the rules of the Division of Local Government Services and the rules are made a part hereof.
9. Representations. MetLife represents and warrants to the Employer the following:
 - a. Neither MetLife nor any officer, stockholder, director, or employee of MetLife, or any Affiliate of MetLife, is subject to any present or past litigation or administrative proceeding of or before any court or administrative body which would have a material adverse effect on MetLife, or the ability to discharge its responsibilities under this Agreement, or which would impair their ability to act as a fiduciary under a qualified plan, nor, to its knowledge, is any such litigation or proceeding presently threatened against any of them or their property.
 - b. MetLife and any Affiliates that will provide Annuity Contract(s) and services under this Agreement are licensed to do business in the State of New Jersey and, to the best of its knowledge, are presently in compliance with all existing laws and regulations, a violation of which would or could materially adversely affect MetLife's operations or would or could materially adversely affect its ability to fulfill its obligations and undertakings set forth in this Agreement.
 - c. MetLife has and shall maintain the capability to adequately carry out the recordkeeping and reporting requirements of the Plan including access to the necessary computer and data retention equipment needed to provide such recordkeeping and reporting.
 - d. MetLife shall promptly notify the Employer in the event that any of the foregoing representations and warranties are no longer true and correct.

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10. **Services Nonexclusive.** This Agreement shall not in any way prevent MetLife from performing for others services similar to or of the type to be performed hereunder.
11. **Independent Contractor.** Nothing herein contained shall be deemed or construed to constitute MetLife or any of its officers, agents or employees as agents of the Plan Administrator or the Employer. The relationship between MetLife (and its officers, agents and employees) and the Employer shall at all times be that of independent contractor.
12. **Administrative Representatives.** Simultaneously with the execution of this Agreement by MetLife, MetLife shall notify the Plan Administrator in writing of the name of its representative or representatives, and the Employer shall notify MetLife in writing of the name of the Plan Administrator. MetLife and the Plan Administrator may, without liability, deal with their respective designees until notified in writing of any successor.
13. **Confidentiality of Records.** Strict standards of confidentiality of records will be maintained in accordance with the law. MetLife agrees to safeguard and keep confidential any and all information obtained from the Employer with respect to the personnel of the Employer and each Participant, or any other category of data identified in writing by the Employer as being confidential. Unless otherwise required by law, any information obtained by MetLife from any individual Employee, whether such Employee becomes a Participant or not, shall be treated as confidential by MetLife and shall not be disclosed to any person, firm or corporation except to the Plan Administrator or to the respective Employee. MetLife may disclose such information to other persons, firms and corporations upon the prior written consent of either the Plan Administrator or the respective Employee. Neither MetLife nor any Affiliate thereof shall use or permit to be used any information obtained as a result of MetLife's administrative or enrollment activities under the Plan for any purpose not related to MetLife's duties under this Agreement without the prior written consent of the Plan Administrator.
14. **Errors.** Overpayments caused by MetLife's errors shall be the responsibility of MetLife, not to be charged to the Employer, regardless of whether or not such overpayments can be recovered by MetLife; provided, however, the Employer will not withhold its reasonable cooperation in MetLife's recovery efforts, but the decision to institute or join in litigation will remain in the sole discretion of the Employer. Repayment must be made within thirty (30) calendar days of the discovery of the error. Overpayments due to fraud, other than fraud by employees of MetLife, will not be considered overpayments due to errors. MetLife shall assist in identifying fraud and make reasonable efforts to recover overpayments due to fraud. The Employer will not hold MetLife responsible for overpayments

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caused by the Employer's errors; however, MetLife shall assist in recovery of such overpayments. MetLife will be given full credit for all refunds that result from recovery of overpayments to the extent that MetLife is held financially responsible for such overpayment pursuant to this Agreement. It is further understood that MetLife shall be liable, and solely responsible, for any processing errors of MetLife or its agents. In the event of a Participant's loss of interest or dividend and/or principal due to an error by MetLife or its agents in processing transactions on behalf of a Participant or the Employer, MetLife shall put the Participant in the same position as if the processing error had not occurred.

15. **Hold Harmless.** MetLife agrees to indemnify and hold harmless the Employer as well as its officers, agents, and employees from any claims, losses, or suits accruing or resulting to any person, firm or corporation who may be injured or damaged by MetLife during the performance of this Agreement. The Employer shall give MetLife written notice of any such claim or suit and full right and opportunity to conduct MetLife's own defense thereof, together with full information and all reasonable cooperation; provided, however, nothing contained herein shall be deemed to accord to MetLife, through its attorney(s), the right to represent the Employer in any legal matter.
16. **Counterparts.** This Agreement may be executed in any number of counterpart copies, each of which when fully executed shall be considered as an original.
17. **Notices.**
 - a. **Method.** All notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, or by hand delivery, acknowledged by signed receipt, addressed as follows:

The Employer:	Township of West Orange 66 Main Street West Orange, NJ 07052
MetLife:	Metropolitan Life Insurance Company 200 Park Avenue New York, New York 10166
 - b. **Change in Method.** Should either party have a change in name or address during the term of this Agreement, such party shall promptly notify the other party in writing of such change, and the new name and address shall be deemed the proper name and address for purposes of this Agreement.

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IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

TOWNSHIP OF WEST ORANGE

By: _____

Date: _____

METROPOLITAN LIFE INSURANCE COMPANY

By: _____
Thomas G. Hogan, Jr., Sr. Vice President

Date: _____