

1. Conference Agenda

Documents:

[CA 12.6.22.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 12.6.22.PDF](#)

3. Resolution(S)

3.I. 312-22

Documents:

[312-22 RESOLUTION AUTHORIZING COMMUNITY SERVICES AGREEMENT
WITH DOWNTOWN WEST ORANGE ALLIANCE - 2023.PDF](#)
[312-22 AGREEMENT - DOWNTOWN WEST ORANGE ALLIANCE.PDF](#)

3.II. 313-22

Documents:

[313-22 RAFFLE LICENSES 12.6.22.PDF](#)

3.III. 314-22

Documents:

[314-22 RESOLUTION EMERGENCY AND NON EMERGENCY TREE
SERVICES 2023.PDF](#)
[314-22 ATTACHMENT.PDF](#)

3.IV. 315-22

Documents:

[315-22 RESOLUTION FOR TREE REMOVAL SERVICES 2023.PDF](#)
[315-22 ATTACHMENT.PDF](#)

3.V. 316-22

Documents:

[316-22 RESO AUTHORIZING CONSTRUCTION LOAN NOTE - PHASE I
\(RESIZE\) - JMEUC.PDF](#)
[316-22 WEST ORANGE - EXHIBIT B - PROJECT FINANCING AGREEMENT -
PHASE 1 \(RESIZE\) - JMEUC.PDF](#)
[316-22 WEST ORANGE - EXHIBIT A - NOTE - PHASE 1 \(RESIZE\) -
JMEUC.PDF](#)

3.VI. 317-22

Documents:

[317-22 RESOLUTION - REP SHERRILL AUTO THEFT PREVENTION ACT.PDF](#)
[317-22 AUTO THEFT PREVENTION ACT LEGISLATIVE TEXT.PDF](#)
[317-22 AUTO THEFT PREVENTION ACT ONE-PAGER.PDF](#)

3.VII. 318-22

Documents:

[318-22 RESOLUTION AWARDED CONTRACT FOR THIRD PARTY BILLING FOR AMBULANCE SERVICES TO CORONIS - 2022.PDF](#)
[318-22 WEST ORANGE FIRE DEPARTMENT _ RCM CONTRACT _ EFFECTIVE 01.01.2023.PDF](#)
[318-22 EXHIBIT A-CORONIS HEALTH FOR EMERGENCY TRANSPORT THIRD PARTY BILLING - 2022.PDF](#)
[318-22 EVALUATION REPORT - CONTRACT FOR EMERGENCY TRANSPORT THIRD PARTY BILLING - 2022.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2700-22

Documents:

[2700-22 - AMENDING AND RESTATING MELLON AVE - WEST ORANGE.PDF](#)
[2700-22 PROPERTY OWNERS LIST.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2702-22

Documents:

[2702-22 ORDINANCE - SPEED LIMIT-ROCK SPRING RD..PDF](#)
[2702-22 STAT TRACKER REPORT.PDF](#)

5.II. 2703-22

Documents:

[2703-22 ORDINANCE AMENDING 2-7 2-10 AND 2.14 4865-4100-3585 V.2.PDF](#)

5.III. 2704-22

Documents:

[2704-22 BOND ORDINANCE.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, December 6, 2022
Meeting No. 20

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown, Councilman Rutherford, Councilwoman Williams, Council President McCartney, Mayor Parisi

6:30 P.M

- **Best Practices Inventory**
- **Extra Mile Day - Township Volunteer Recognition**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
December 6, 2022 – Meeting No. 20**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown, Councilman Rutherford, Councilwoman Williams, Council President McCartney, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – November 22, 2022 Public Meeting and Executive Session**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 312-22 Resolution Authorizing a Community Services Agreement with Downtown West Orange Alliance Commencing on January 1, 2022 through December 31, 2022 (Legal-Moon)**
 - b. 313-22 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - c. ~~PULLED-314-22~~ Resolution for Emergency and Non-Emergency Tree Services 2023 Rich Tree Service, Inc., 325 Bergen St., S. Plainfield, NJ 07080 and Downes Tree Service Co., Inc., 65 Royal Avenue, Hawthorne, NJ 07970 (Lepore)**
 - d. 315-22 Resolution Authorizing Tree Removal Services - 2023 to Rich Tree Service, Inc., 325 Bergen St., S. Plainfield, NJ 07080, Beucler Tree Experts, 48 Harold St., Tenafly, NJ 07670 and Downes Tree Service Co., Inc., 65 Royal Avenue, Hawthorne, NJ 07970 (Lepore)**
 - e. 316-22 Resolution Of The Township Of West Orange, In The County Of Essex, New Jersey, Determining The Form And Other Details Of Its “Note Relating To The Water Bank Construction Financing Program Of The New Jersey Infrastructure Bank”, To Be Issued In The Principal Amount Of Up To \$5,130,000, And Providing For The Issuance And Sale Of Such Note To The New Jersey Infrastructure Bank, And Authorizing The Execution And Delivery Of Such Note By The Township Of West Orange In Favor Of The New Jersey Infrastructure Bank, All Pursuant To The New Jersey Infrastructure Bank Water Bank Construction Financing Program (Legal-E. Johnson)**
 - f. 317-22 Resolution Supporting Federal Legislation To Establish A Grant Program To Fund State And Local Law Enforcement Efforts To Combat Auto Thefts (Legal-Gengaro)**

- g. **318-22** Resolution Awarding a Contract for Third Party Billing for Ambulance Services to Coronis (Reynolds)

9. Ordinances on Second and Final Reading

- a. **2700-22** Bond Ordinance Providing for the Installation of a Sanitary Sewerage System and Associated Laterals Located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue, Appropriating \$285,000 Therefor and Authorizing the Issuance of \$271,400 Bonds or Notes of the Township to Finance Part of the Cost Thereof and Directing a Portion of Special Assessment of the Cost Thereof (Gross)

10. Ordinances on First Reading

- a. **2702-22** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-29.1, Speed Limits, General, Of The Revised General Ordinances Of The Township Of West Orange (Lepore)
- b. **PULLED 2703-22** An Ordinance Amending Chapter 2, Sections 7.1, 10.1 And 14.4 Of The Revised General Ordinances Of The Township Of West Orange (Departments, Boards And Commissions And Director Of Public Works; Duties Of Department; Designation Of Appropriate Authority) (Gross)
- c. **2704-22** Bond Ordinance Providing For Various 2022 Capital Improvements, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey, Appropriating \$9,448,104 Therefor And Authorizing The Issuance Of \$8,998,191 Bonds Or Notes Of The Township To Finance Part Of The Cost Thereof (Gross)

11. Pending Matters/New Matters/Council Discussion

- Discussion-Virtual Council Meetings

12. ABC Hearing-None

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

Next Meeting Date(s): December 20, 2022

ZOOM INSTRUCTIONS:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85082144830?pwd=T1lOWE9iNkVjdU5JaEt2MFV2NWRjdz09>

or by Telephone:

Dial: US: 1-646-931-3860

Webinar ID: 850 8214 4830

Password: 579387

RESOLUTION

WHEREAS, the Downtown West Orange Alliance is a nonprofit 501(c)3 organization of the State of New Jersey formed for the purpose of managing the town's Special Improvement District (the "SID") to assist in the economic revitalization of the neighborhoods known as Tory Corner, Eagle Rock, St. Mark's and the Valley

WHEREAS, the Township of West Orange (the "Township") seeks to contribute funding to the DWOA to further the DWOA's management of the SID and efforts to promote the economic revitalization of the economic revitalization of the neighborhoods within the Township, including Tory Corner, Eagle Rock, St. Mark's and the Valley for the period commencing January 1, 2022 and ending December 31, 2022; and

WHEREAS, in addition to the License Agreement, the Township also seeks to provide additional financial support and contribution in the amount of **Twenty Thousand Dollars (\$20,000.00)** for the DWOA to use towards the furtherance of its goals in management of the SID and the promotion of the economic revitalization of the enumerated neighborhoods within the Township;

WHEREAS, this additional financial support is subject to the terms and condition of a proposed Agreement, annexed hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit "A" with DWOA for the contribution of funds in the amount of **Twenty Thousand Dollars (\$20,000.00)**; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: December 6, 2022

I hereby certify funds are available from Account:_____

John O. Gross, Business Administrator

AGREEMENT

THIS AGREEMENT, made this 6th day of December , 2022, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and DOWNTOWN WEST ORANGE ALLIANCE, a nonprofit 501(c)3 organization of the State of New Jersey having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “DWOA.”

W I T N E S S E T H:

WHEREAS, the DWOA was formed for the purpose of managing the town's Special Improvement District (the “SID”) to assist in the economic revitalization of the neighborhoods known as Tory Corner, Eagle Rock, St. Mark's and the Valley; and

WHEREAS, the Township desires to provide funding for the DWOA to further the DWOA’s management of the SID and promote the economic revitalization of the enumerated neighborhoods within the Township; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing funding shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2022 to December 31, 2022, the DWOA shall continue its management of the SID and continue its promotion and economic revitalization of the neighborhoods within the Township, including Tory Corner, Eagle Rock, St. Mark's and the Valley.

2. The DWOA agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses,

claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

3. Neither this Agreement nor the monies granted hereunder may be assigned.

4. The DWOA acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The DWOA agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

5. It is understood that this Agreement shall be deemed effective as of January 1, 2023.

6. Township shall pay to the DWOA, for the services to be provided hereunder for the full one-year term, the sum of **Twenty Thousand Dollars (\$20,000.00)**.

7. The manner of payment shall be as determined jointly by the Executive Director of the DWOA and Business Administrator for the Township.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto to the extent held applicable to a volunteer organization. Accordingly, the DWOA agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The DWOA hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The DWOA further agrees as follows:

A. All covered employees of the DWOA performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. The DWOA shall maintain accurate records showing: (i) name, (ii) kind of

work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

- C. The DWOA shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the DWOA.
- D. If it is found that any covered employee of the DWOA is paid less than the required wage rates Township may, on written notice to the DWOA terminate the DWOA's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the DWOA shall be liable to the Township for costs and damages incurred by the Township.
- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the DWOA to render services hereunder who are performing such services as volunteers without remuneration.
- F. The DWOA agrees to be bound by the provisions of **“SCHEDULE A”** attached hereto and made of part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, R.M.C.
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

DOWNTOWN WEST ORANGE
ALLIANCE

BY: MEGAN BRILL
EXECUTIVE DIRECTOR

“SCHEDULE A”

(I) During the performance of this agreement the DWOA agrees as follows:

a. The DWOA will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The DWOA will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 DWOA 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 non-discrimination clause;

b. The DWOA will, in all solicitations or advertisements for employees placed by or on behalf of the DWOA, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

c. The DWOA will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the DWOA's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The DWOA agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The DWOA agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The DWOA agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The DWOA agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The DWOA agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
Seton Hall Prep Fathers Club	April 22, 2023 Tricky Tray	120 Northfield Avenue	7791
Seton Hall Prep Fathers Club	April 22, 2023 On Premise 50/50	120 Northfield Avenue	7792

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: December 6, 2022

R E S O L U T I O N

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the **EMERGENCY AND NON EMERGENCY TREE SERVICES** in the Township of West Orange, in accordance with the specifications filed in the Engineering Division of the Department of Public Works, dated October 2022, approved by the Township Council, pursuant to an advertisement duly authorized therefore, be and the same are hereby awarded to the below named bidders for a one (1) year period with an option for an additional two (2) one (1) year periods:

**RICH TREE SERVICE, INC.
325 BERGEN STREET
SOUTH PLAINFIELD, N.J. 07080
As the lowest responsible bidder**

**DOWNES TREE SERVICE CO., INC.
65 ROYAL AVENUE
HAWTHORNE, N.J. 07970
As the second lowest bidder**

who submitted the only responsive bids. Attached is a summary spread sheet with each bidders prices.

BE IT FURTHER RESOLVED that this award is subject to the 2023 Budget Appropriation for contractual tree services and that the authorization to perform the work specified is contingent upon the execution of a valid purchase order between the Township and the vendor(s) prior to the commencement of the work.

BE IT FURTHER RESOLVED that this contract includes two option years for 2024 and 2025.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: December 6, 2022

I hereby certify funds are available from:

Account: 01-2010-00-7202-091
Contractual Tree Services
2023 not exceed the budget appropriation.
2024 and 2025 subject to budget
appropriations in those respective years.

John O. Gross, Business Administrator

EMERGENCY AND NON-EMERGENCY TREE SERVICES 2023			DOWNES TREE SERVICE 65 ROYAL AVENUE HAWTHORNE, N.J. 07506		RICH TREE SERVICE 325 BERGEN STREET SOUTH PLAINFIELD, N.J. 07080	
ITEM #	DESCRIPTION	HOURS	EMERGENCY RATE	NON - EMERGENCY RATE	EMERGENCY RATE	NON - EMERGENCY RATE
1	75' BUCKET TRUCK, 12 CY CHIPPING BODY, 14" CAPACITY BRUSH CHIPPER AND 3 MAN CREW	0-500	\$300	\$265	\$350	\$300
2	ONE 7 TON LOG LOADING CRANE with OPERATOR	0-500	\$100	\$100	\$125	\$100
3	ONE 2 MAN BRUSH CHIPPING CREW WITH BRUSH CHIPPER AND 12 CY CHIPPER TRUCK	0-500	\$190	\$175	\$225	\$200
4	ONE 20 TON 100' TREE CRANE WITH NJ CERTIFIED OPERATOR, CLIMBER, AND GROUND PERSON.	0-500	\$300	\$275	\$325	\$300
5	ONE 30 HP OR LARGER STUMP GRINDER	0-500	\$50	\$100	\$75	\$50
	TOTALS		\$1100	\$950	\$940	\$915

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the **TREE REMOVAL SERVICES-2023** in the Township of West Orange, in accordance with the specifications filed in the Engineering Division of the Department of Public Works, dated October 2022, approved by the Township Council, pursuant to an advertisement duly authorized therefore, be and the same are hereby awarded to the below named bidders for a one (1) year period with an option for an additional two (2) one (1) year periods:

**RICH TREE SERVICE, INC.
325 BERGEN STREET
SOUTH PLAINFIELD, N.J. 07080
As the lowest responsible bidder for trees under 16” diameter.**

**BEUCLER TREE EXPERTS
48 HAROLD STREET
TENAFLY, N.J. 07670
As the lowest responsible bidder for trees between 16” and 36” in diameter.**

AND

**DOWNES TREE SERVICE CO., INC.
65 ROYAL AVENUE
HAWTHORNE, N.J. 07970
As the lowest responsible bidder for trees above 37” in diameter.**

who submitted the only responsive bids. Attached is a summary spread sheet with each bidders' prices.

BE IT FURTHER RESOLVED that this award is subject to the 2023 Budget Appropriation for contractual tree services and that the authorization to perform the work specified is contingent upon the execution of a valid purchase order between the Township and the vendor(s) prior to the commencement of the work.

BE IT FURTHER RESOLVED that this contract includes two option years for 2024 and 2025.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: December 6, 2022

I hereby certify funds are available from Account: 01-2010-00-7202-091
Contractual Tree Services
2023 not exceed the budget appropriation.
2024 and 2025 subject to budget appropriations
in those respective years.

John O. Gross, Business Administrator

TREE REMOVAL SERVICES 2023			RICH'S TREE SERVICE 325 BERGEN STREET SOUTH PLAINFIELD, N.J. 07080	DOWNES TREE SERVICE 65 ROYAL AVENUE HAWTHORNE, N.J. 07506	BEUCLER TREE EXPERTS 48 HAROLD STREET TENAFLY, N.J. 07670
ITEM #	TREE SIZE	QUANTITY	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	LESS THAN 16"	0-400	\$80.00	\$150.00	\$275.00
2	16"-23"	0-400	\$850.00	\$650.00	\$575.00
3	24"-30"	0-400	\$1,500.00	\$1,625.00	\$1,475.00
4	31"-36"	0-100	\$2,000.00	\$2,050.00	\$1,900.00
5	37"-41"	0-50	\$2,500.00	\$2,250.00	\$2,275.00
6	42"-45"	0-30	\$3,000.00	\$2,400.00	\$2,500.00
7	46"-52"	0-30	\$3,000.00	\$2,800.00	\$3,400.00
8	49"-52"	0-30	\$3,500.00	\$3,350.00	\$3,750.00
9	53" +	0-30	\$4,400.00	\$4,050.00	\$4,250.00
UNFORSEEN CIRCUMSTANCES SECTION 3.7		EST. HOURS	UNIT PRICE HOURLY RATE	UNIT PRICE HOURLY RATE	UNIT PRICE HOURLY RATE
10	75' BUCKET TRUCK, 12 CY CHIPPING BODY, 14" CAPACITY BRUSH CHIPPER AND 3 MEN CREW	0-300	\$300.00	\$325.00	\$300.00
11	ONE 7 TON LOG LOADING CRANE WITH OPERATOR	0-300	\$100.00	\$125.00	\$100.00
12	ONE 2 MAN BRUSH CHIPPING CREW WITH BRUSH CHIPPER AND 12 CY CHIPPER TRUCK	0-300	\$200.00	\$225.00	\$200.00
13	ONE 20 TON 100' TREE CRANE WITH NJ CERTIFIED OPERATOR, CLIMBER, AND GROUND PERSON	0-300	\$300.00	\$350.00	\$412.50
14	ONE 30HP OR LARGER STUMP	0-300	\$50.00	\$145.00	\$100.00

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$5,130,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE TOWNSHIP OF WEST ORANGE IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM.

WHEREAS, the Township of West Orange (the “Local Unit”), in the County of Essex, State of New Jersey (the “State”), is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State; and

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance any capital improvements thereof and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities (collectively, the Members”), including, without limitation, the Local Unit, through the incurrence of debt thereby or otherwise; and

WHEREAS, the Joint Meeting has determined that there exists a need to, as applicable, acquire, construct, renovate or install a Flood Mitigation Facilities Project consisting of, but not limited to, the construction of an Effluent Pumping Station, which will be connected to the existing twin outfall channels to the Arthur Kill (the “Joint Meeting Project”); and

WHEREAS, the Local Unit has determined to temporarily finance its allocable share of the Joint Meeting Project (such allocable share being referred to herein as the “Project”) with the proceeds of a short-term loan (the “Construction Loan”) from the New Jersey Infrastructure Bank (the “I-Bank”), pursuant to the Water Bank Construction Financing Program of the I-Bank (the “Construction Financing Program”); and

WHEREAS, on October 28, 2020, the Local Unit financed its allocable share of the Project (“Phase IA of the Project”) in the amount of \$2,405,000 through the I-Bank (the “2020 Note”); and

WHEREAS, due to delays, primarily caused by the COVID-19 pandemic, the Joint Meeting did not receive bids on the Joint Meeting Project until July of 2022; and

WHEREAS, the low bid of \$52,754,323 was substantially more than the \$21,392,365 aggregate amount of Notes that was borrowed by the Members of the Joint Meeting to fund Phase IA of the Project; and

WHEREAS, in order to execute a contract with the lowest responsible bidder and lock in construction costs for the Project, each Member of the Joint Meeting, including the Local Unit, adopted either a temporary emergency resolution or an emergency resolution, as applicable, to provide a temporary emergency

appropriation or emergency appropriation, as applicable, for each Member's allocable share of the funds needed to enable the Joint Meeting to accept the lowest responsible construction bid for the Joint Meeting Project; and

WHEREAS, thereafter, Local Unit adopted a bond ordinance to finance its emergency appropriation to fund the balance of its Project ("Phase IB of the Project"); and

WHEREAS, the Local Unit now desires to cancel the 2020 Note and borrow \$5,130,000 through a "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank" (the "2023 Note") to finance both Phase IA of the Project and Phase IB of the Project; and

WHEREAS, the United States Federal Emergency Management Agency ("FEMA") has approved the scope of the Joint Meeting Project and, consequently, has agreed to fund up to 90% of the costs of planning and constructing the Joint Meeting Project; and

WHEREAS, after receipt of the FEMA reimbursements, the Local Unit will finance the remaining approximately 10% percent of the costs of the Project via (i) the issuance of long-term bonds, (ii) the payment of cash, or (iii) a combination thereof; and

WHEREAS, Section 28 of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law") allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein; and

WHEREAS, in connection with its participation in the Joint Meeting and the issuance of its Note for the purpose of financing the costs of the Project, the Local Unit desires, if required and necessary, to enter into that certain Project Financing Agreement (the "Agreement"), by and between the Joint Meeting and the Local Unit, and acknowledged and agreed to by the I-Bank, in substantially the form attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The \$2,405,000 portion of the obligation represented by the Note has been appropriated and authorized by Bond Ordinance Number 2604-20 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE PROVIDING FOR THE LOCAL UNIT'S ALLOCABLE SHARE OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "LOCAL UNIT"); APPROPRIATING \$3,170,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,170,000 BONDS OR NOTES TO FINANCE THE COST THEREOF" finally adopted by the Local Unit at a meeting duly called and held on June 23, 2020, and the remaining \$2,725,000 portion of the obligation represented by the Note has been appropriated and authorized by Bond Ordinance Number 2698-22 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE FUNDING AN EMERGENCY APPROPRIATION PROVIDING FOR THE LOCAL UNIT'S ALLOCABLE SHARE OF THE UNFUNDED PORTION OF PHASE I OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "LOCAL UNIT"); APPROPRIATING \$2,725,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,725,000 BONDS OR NOTES TO FINANCE THE COST THEREOF", and was finally adopted by the Local Unit at a meeting duly called and held on November 22, 2022, at which times quorums were present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount not to exceed \$5,130,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions set forth in the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered “NJWB - CFP-2023-1-JM-FEMA”;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (collectively, the “Authorized Officers”) under official seal or facsimile thereof affixed, imprinted or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note, in substantially in the form attached hereto as Exhibit A, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and is hereby approved.

Section 6. The law firm of Wilentz, Goldman & Spitzer, P.A. is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Agreement, in substantially the form attached hereto as Exhibit B, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and is hereby approved. The Mayor or Chief Financial Officer of the Local Unit are hereby authorized and directed on behalf of the Local Unit to enter into, execute and deliver, and consummate or perform any actions required under, the Agreement.

Section 8. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix, imprint or reproduce the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the Local Unit, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing

Program, which determination shall be conclusively evidenced by the execution of each such certificate, instrument or other document by the party authorized hereunder to execute such certificate, instrument or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the Agreement and the participation of the Local Unit in the Construction Financing Program.

Section 9. This resolution shall take effect immediately.

Section 10. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: December 6, 2022

Exhibit B**PROJECT FINANCING AGREEMENT**

This **PROJECT FINANCING AGREEMENT**, dated _____, 2023 (as the same may be modified, amended, supplemented, replaced, renewed or extended from time to time in accordance with the terms hereof, the “Agreement”), by and between the **JOINT MEETING OF ESSEX AND UNION COUNTIES** (the “Joint Meeting”), constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State of New Jersey (the “State”), and the **TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX**, a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State (the “Local Unit”) (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the hereinafter defined Note).

WITNESSETH:

WHEREAS, the Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a project consisting of the Local Unit’s allocable share of a capital improvement project that is being undertaken by the Joint Meeting (such allocable share being referred to herein as the “Project”), all as more specifically defined and described in the Note; and

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project, and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including the Local Unit, through the incurrence of debt thereby or otherwise; and

WHEREAS, it is the desire of the Local Unit to finance the Project through the issuance of debt and by its participation in the environmental infrastructure financing program of the New Jersey Infrastructure Bank (the “I-Bank”); and

WHEREAS, the Local Unit has determined to temporarily finance the Project with the proceeds of a short-term loan to be made by the I-Bank (the “Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing Loan Program”); and

WHEREAS, in order to (i) evidence the Loan by the I-Bank to the Local Unit, (ii) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Loan and (iii) satisfy the requirements of the Construction Financing Loan Program relating to the Loan, the Local Unit shall issue and sell to the I-Bank its “Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$5,130,000 (the “Note”); and

WHEREAS, pursuant to the terms of this Agreement, the Joint Meeting shall covenant and agree to certain terms and conditions, *inter alia*, relating to the undertaking and completion

of the Project and the maintenance and operation of the Environmental Infrastructure System (as defined in the Note); and

WHEREAS, (i) in furtherance of the undertaking and completion of the Project and the financing thereof with the proceeds of the Loan and the issuance of the Note by the Local Unit, and (ii) in satisfaction of the requirements of the Construction Financing Loan Program, the Joint Meeting and the I-Bank have entered into that certain Memorandum of Agreement, dated October 28, 2020 (the “MOA”), by and between the Joint Meeting and the I-Bank; and

WHEREAS, the Local Unit and Joint Meeting desire to enter into this Agreement in order to define and confirm the Joint Meeting’s obligations with respect to the Project and the ownership, operation and maintenance of the Environmental Infrastructure System and, therefore, satisfy the conditions precedent of the Construction Financing Loan Program to the making of the Loan by the I-Bank to the Local Unit.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

REPRESENTATIONS OF THE JOINT MEETING. The Joint Meeting hereby represents for the benefit of the Local Unit and the I-Bank, as follows.

Project. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Local Unit’s allocable share of which shall constitute the Project that is being financed by the Local Unit through its issuance of its Note to the I-Bank, and the Joint Meeting intends to undertake and complete the Project in a manner consistent with the terms of the Note, including, without limitation, the Exhibits to the Note.

Organization. The Joint Meeting: (i) is a joint meeting of various municipalities located in the Counties of Essex and Union in the State, organized pursuant to N.J.S.A. 40:63-68 *et seq.*, and is duly created and validly existing under and pursuant to the Constitution and laws of the State, (ii) has full legal right and authority to execute, attest and deliver this Agreement and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Joint Meeting for: (A) the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Joint Meeting in order to carry out and give effect to this Agreement.

Authority. This Agreement has been duly authorized by the Joint Meeting and duly executed, attested and delivered by authorized officers of the Joint Meeting. This Agreement constitutes a legal, valid and binding obligation of the Joint Meeting, enforceable against the Joint Meeting in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors’ rights.

Pending Litigation. There are no proceedings pending or, to the knowledge of the Joint Meeting, threatened against or affecting the Joint Meeting that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Joint Meeting, (ii) the authorization, execution, attestation or delivery of this Agreement, and (iii) the ability of the Joint Meeting to otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement, including, without limitation, the undertaking and completion of the Project.

Compliance with Existing Laws and Agreements; Governmental Consent. The observation and performance by the Joint Meeting of its duties, covenants, obligations and agreements hereunder, including, without limitation, the undertaking and completion of the Project, will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any existing ordinance or resolution, agreement or other instrument to which the Joint Meeting is a party or by which the Joint Meeting, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Joint Meeting was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Joint Meeting, its Environmental Infrastructure System or its properties or operations are subject. The Joint Meeting has obtained all permits and approvals required to date by any governmental body or officer for the making, observance and performance by the Joint Meeting of its duties, covenants, obligations and agreements under this Agreement, and for the undertaking and completion of the Project.

FEMA Reimbursement. The Joint Meeting expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, and thereupon disbursed by the Joint Meeting to the I-Bank, on behalf of the Local Unit, pursuant to the terms hereof, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Local Unit in accordance with the terms and provisions of the Note.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the representations of the Joint Meeting set forth in this Section 1.

COVENANTS OF THE JOINT MEETING. The Joint Meeting hereby covenants and agrees for the benefit of the Local Unit and the I-Bank, as follows.

Participation in the Anticipated Financing Program. The Joint Meeting covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Local Unit in the Anticipated Financing Program and (ii) the qualification by the Local Unit for receipt of the Anticipated Long Term Loan.

Disposition of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any

essential component (other than for obsolescence) of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

Financing With Tax-Exempt Bonds. The Joint Meeting acknowledges, covenants and agrees that it is the intention of the Local Unit to finance the Project on a long-term basis with proceeds of I-Bank Bonds hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Joint Meeting covenants and agrees that, except to the extent expressly permitted in writing by the I-Bank, the Joint Meeting will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Local Unit, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Joint Meeting covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Joint Meeting covenants and agrees that any Costs of the Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

Operation and Maintenance of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and promptly make all necessary and proper repairs and improvements with respect thereto.

Records and Accounts; Inspections. The Joint Meeting covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Joint Meeting covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Joint Meeting accounts, books, records, correspondence and files, including, without limitation, Joint Meeting records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Joint Meeting, and any other matters related to the Joint Meeting, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Joint Meeting covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

Insurance. The Joint Meeting covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Joint Meeting covenants and agrees that it shall include, or cause to be included, the I-Bank as an

additional “named insured” on any certificate of liability insurance procured by the Joint Meeting and by any contractor or subcontractor for the Project.

Exhibits. The Joint Meeting covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached to the Note, including, without limitation, those relating to the undertaking and completion of the Project, which Exhibits shall be deemed to be incorporated herein and made a part hereof as if set forth herein in their entirety.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the covenants of the Joint Meeting set forth in this Section 2.

SUBMISSION OF REQUISITIONS BY THE JOINT MEETING; LOAN DISBURSEMENTS TO THE JOINT MEETING.

The Joint Meeting and the Local Unit hereby acknowledge and agree that disbursements of the Loan shall be made by the I-Bank pursuant to and in compliance with the terms and provisions of Section 4 of the Note; provided, however, that notwithstanding the terms and provisions of Section 4 of the Note to the contrary, (i) the Joint Meeting and the Local Unit hereby acknowledge and agree that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4 of the Note, shall be the obligation of the Joint Meeting, acting for and on behalf of the Local Unit in furtherance of the undertaking and completion of the Project, (ii) all proceeds of the Loan shall be disbursed by the I-Bank to the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, and (iii) the Local Unit shall have no obligation to oversee, monitor or enforce the proper allocation of proceeds of the Loan, as shall be disbursed to the Joint Meeting by the I-Bank, to the Costs of the Project. Further, the Joint Meeting hereby acknowledges and agrees to each of the terms, provisions, conditions and limitations set forth in Section 4(d) of the Note with respect to disbursements of the Loan.

Notwithstanding the terms and provisions of this Section 3 (or any other term or provision of the Note), the Joint Meeting and the Local Unit acknowledge and agree that any and all Loan repayments and all other amounts due under the Note shall be the exclusive payment obligation of the Local Unit, and the Joint Meeting shall have no obligation to make payment of any Loan repayments or any other amounts due under the Note. Notwithstanding the provisions of the proceeding sentence, the Joint Meeting hereby covenants and agrees to disburse to the I-Bank, on behalf of the Local Unit, all reimbursement payments, if any, received by the Joint Meeting from the United States Federal Emergency Management Agency that relate to the Project, and the costs of the Project financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of the Note, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note. Such disbursement by the Joint Meeting of reimbursement payments to the I-Bank, on behalf of the Local Unit, shall be completed by the Joint Meeting as expeditiously as is practical following receipt of such reimbursement payments by the Joint Meeting, but no later than three (3) business days thereafter. The Joint Meeting shall

pay such reimbursement payments to the I-Bank via electronic transfer of funds pursuant to transfer instructions that shall be obtained by the Joint Meeting from the I-Bank upon the request of the Joint Meeting. The Local Unit hereby acknowledges and agrees to such disbursement by the Joint Meeting of reimbursement payments, upon receipt thereof from the United States Federal Emergency Management Agency, to the I-Bank, on behalf of the Local Unit, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note.

EVENTS OF DEFAULT. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Joint Meeting to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Agreement; (ii) any representation made by the Joint Meeting contained in this Agreement or in any instrument furnished in compliance with or with reference to this Agreement is false or misleading in any material respect; (iii) the occurrence of a default by the Joint Meeting with respect to the performance of its duties and obligations pursuant to the terms of the MOA; and (iv) a petition is filed by or against the Joint Meeting under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Joint Meeting such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Joint Meeting shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Joint Meeting or any of its property shall be appointed by court order or take possession of the Joint Meeting or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days. The Joint Meeting hereby acknowledges that an Event of Default hereunder shall constitute an “Event of Default” pursuant to, and as defined in, the Note.

REMEDIES UPON EVENT OF DEFAULT. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Joint Meeting and Local Unit hereby acknowledge and agree to the rights of the I-Bank to take any action permitted or required at law or in equity to enforce the observance and performance of any duty, covenant, obligation or agreement of the Joint Meeting hereunder. If an Event of Default shall have occurred, the Joint Meeting and Local Unit hereby acknowledge and agree that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due under the Note to be due and payable by the Local Unit immediately without further notice or demand, as and to the extent provided by the terms of the Note. The Joint Meeting and Local Unit hereby acknowledge and agree that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or the Note or now or hereafter existing at law or in equity. The Joint Meeting and Local Unit hereby further acknowledge and agree that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient.

MISCELLANEOUS.

Third Party Beneficiary. The I-Bank is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

Modifications. This Agreement may not be modified, amended, supplemented, replaced, renewed or extended except by an agreement in writing signed by the parties and acknowledged and agreed to by the I-Bank.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Miscellaneous. (a) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement shall remain in full force and effect as long as the Note remains outstanding. (b) This Agreement shall be binding upon the parties hereto and their respective successors and assigns. (c) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement may not be assigned thereby for any reason, unless the I-Bank shall have approved said assignment in writing. (d) In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof. (e) Whenever the Joint Meeting may seek to obtain the determination, approval or consent of the I-Bank in connection with the terms and provisions of this Agreement, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion. (f) The Joint Meeting and the Local Unit hereby acknowledge and agree that, consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to the Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by electronic transmission.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

**JOINT MEETING OF ESSEX AND
UNION COUNTIES**

By: _____
Hanifa Z. Johnson,
Executive Director

**TOWNSHIP OF WEST ORANGE,
IN THE COUNTY OF ESSEX,
STATE OF NEW JERSEY**

By: _____
_____,
Mayor

ACKNOWLEDGED AND AGREED:

NEW JERSEY INFRASTRUCTURE BANK

By: _____
David E. Zimmer
Executive Director

Exhibit A

**TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY
AMENDED AND RESTATED NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$5,130,000

_____, 2023

NJWB - CFP-2023-1 - JM-FEMA

FOR VALUE RECEIVED, THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“Act” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

“Administrative Fee” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“Anticipated Financing Program” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“Anticipated Long-Term Loan” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“Authorized Officer” means any person authorized by the Joint Meeting, the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Cost” or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Credit Policy” means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided

by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“Joint Meeting” shall have the meaning given to such term in Section 2(b) hereof.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition, to be executed by an Authorized Officer of the Joint Meeting and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

“Maturity Date” means June 30, 2026 or (i) such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program (subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof), or (ii) such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed to by an Authorized Officer of the Borrower.

“New Jersey Water Bank” means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) FIVE MILLION ONE HUNDRED THIRTY THOUSAND DOLLARS (\$5,130,000), or (ii) the amount set forth in clause (i) of this definition, minus (a) any amounts in respect of the principal amount of the Loan that have not been made available for disbursements by the I-Bank to the Borrower, and (b) any amounts in respect of the principal amount of the Loan prepaid by the

Borrower, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure System which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Participant in the Joint Meeting. The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower’s allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the

“Agreement”), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

(c) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors’ rights.

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower’s ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such

permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

(i) FEMA Reimbursement. The Borrower expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, which reimbursement shall thereupon be disbursed by the Joint Meeting to the I-Bank on behalf of the Borrower, as provided by the terms of the Agreement, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Borrower hereunder in accordance with the terms and provisions of this Note.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any

essential component (other than for obsolescence) of the Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain the Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included,

the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and (h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

(k) Application of FEMA Reimbursement. The Borrower acknowledges and agrees that the Joint Meeting shall cause all amounts payable to the Joint Meeting by the United States Federal Emergency Management Agency with respect to the Project, that relate to costs thereof financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of this Note, to be disbursed by the Joint Meeting to the I-Bank, in compliance with the terms of the Agreement, which funds shall be applied by the I-Bank immediately upon receipt thereof to the prepayment or repayment of all or a portion of the Loan obligation of the Borrower hereunder. The Borrower shall undertake and complete all actions necessary and appropriate in order to facilitate and implement the provisions of this subsection.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the

date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower (i) may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank, and (ii) shall facilitate and cause to be prepaid by the Joint Meeting all or a portion of the Loan obligation hereunder (A) to the extent of the reimbursement payments by the United States Federal Emergency Management Agency to the Joint Meeting, with respect to the Project, and (B) upon the disbursement of such reimbursement payments by the Joint Meeting to the I-Bank, on behalf of the Borrower and in compliance with the requirements of the Agreement. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part

to be observed or performed pursuant to the terms of this Note, including, without limitation, pursuant to Section 3(k) hereof; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) an “Event of Default” as defined in the Agreement shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank’s Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys’ fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure

Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

SECTION 9. October 28, 2020 Note Amended and Replaced. This Note amends, supersedes and replaces that certain note in the stated principal amount of TWO MILLION FOUR HUNDRED FIVE THOUSAND DOLLARS (\$2,405,000) dated October 28, 2020 delivered by the Borrower to the I-Bank. By acceptance of this Note pursuant to the terms hereof, the Borrower agrees that, upon the execution of this Note by the Borrower and the delivery of this Note to the I-Bank, the I-Bank shall mark said October 28, 2020 note "cancelled" and shall return it to the Borrower.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**TOWNSHIP OF WEST ORANGE,
IN THE COUNTY OF ESSEX,
STATE OF NEW JERSEY**

[SEAL]

ATTEST:

By: _____
Mayor

**KAREN J. CARNEVALE, R.M.C.,
Clerk**

By: _____
**JOHN O. GROSS,
Chief Financial Officer**

RESOLUTION

WHEREAS, nearly 500,000 vehicles worth an estimated \$4.5 billion were stolen nationwide in the first half of 2022, representing a 25% increase in thefts compared to the first half of 2019; and

WHEREAS, the numbers here in New Jersey have increased faster than the national average, with auto thefts in the state on pace to rise by over 30% from 2020 to 2022; and

WHEREAS, car thieves and their organizations have become more emboldened and dangerous, including burglarizing homes, carrying firearms and using stolen vehicles in the commission of violent crimes; and

WHEREAS, proposed legislation, the bipartisan Auto Theft Prevention Act, introduced by Representatives Mikie Sherrill and Don Bacon, would provide a dedicated source of funding for state and local law enforcement agencies for resources to combat auto thefts under the U.S. Department of Justice's Community Oriented Policing Services; and

WHEREAS, the Department of Justice will be permitted to award funds for equipment such as automated license plate readers, hiring additional law enforcement officers and support staff, additional compensation, resources for joint task forces, data collection, and research activities; and

WHEREAS, these are resources that have been identified by local police departments, sheriffs, prosecutors and the Office of the Attorney General of New Jersey as necessary to addressing the rise in auto thefts.

NOW, BE IT HEREBY RESOLVED, by the Governing Body of the Township of West Orange in the County of Essex, State of New Jersey, that it strongly supports legislation in regard to funding to address the auto theft epidemic in New Jersey and protect the welfare of our community; and it is further

RESOLVED, that a certified copy of this resolution be forwarded to Representative Mikie Sherrill and to the New Jersey League of Municipalities.

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: December 6, 2022

.....
(Original Signature of Member)

117TH CONGRESS
2D SESSION

H. R. _____

To provide funding to State and local law enforcement agencies to combat auto theft and stolen automobile trafficking, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Ms. SHERRILL introduced the following bill; which was referred to the Committee on _____

A BILL

To provide funding to State and local law enforcement agencies to combat auto theft and stolen automobile trafficking, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Auto Theft Prevention
5 Act”.

6 **SEC. 2. AUTO THEFT PREVENTION GRANT PROGRAM.**

7 (a) ESTABLISHMENT.—Not later than 60 days after
8 the date of the enactment of this Act, the Director of the

1 Office of Community Oriented Policing Services of the De-
2 partment of Justice shall establish an auto theft preven-
3 tion grant program (in this Act referred to as the “Pro-
4 gram”) to provide funding to State law enforcement agen-
5 cies and local law enforcement agencies to combat auto
6 theft and stolen vehicle trafficking.

7 (b) ELIGIBLE RECIPIENT.—The Director shall make
8 grants under the Program to the Attorney General of each
9 State, with the amount awarded determined by prioritizing
10 States with a higher rate of auto thefts as determined by
11 an equal weighting of the—

12 (1) rate of auto thefts faced by the State in the
13 year prior to the date of enactment of this Act; and

14 (2) percentage increase in auto thefts between
15 the year that is three years prior to the date of the
16 enactment of this Act and the year prior to the date
17 of the enactment of this Act.

18 (c) DISTRIBUTION OF FUNDS.—

19 (1) LOCAL LAW ENFORCEMENT AGENCIES.—
20 The Attorney General of a State shall make at least
21 50 percent of a grant awarded under subsection (b)
22 available as competitive subgrants to local law en-
23 forcement agencies to combat auto theft, with the
24 amount awarded determined by prioritizing localities

1 with a higher rate of auto theft as determined by an
2 equal weighting of the—

3 (A) rate of auto thefts faced by the locality
4 in the year prior to the date of enactment of
5 this Act; and

6 (B) percentage increase in auto thefts be-
7 tween three years prior to the date of the enact-
8 ment of this Act and the year prior to the date
9 of the enactment of this Act.

10 (2) STATE LAW ENFORCEMENT AGENCIES.—

11 The Attorney General of a State shall make at least
12 25 percent of a grant awarded under subsection (b)
13 available as competitive grants to State law enforce-
14 ment agencies to combat auto theft.

15 (3) OTHER AMOUNTS.—The Attorney General
16 of a State shall make any proportion of the grant
17 awarded under subsection (b) not allocated under
18 paragraph (1) or (2) available as competitive sub-
19 grants to local law enforcement agencies or competi-
20 tive grants to State law enforcement agencies. Any
21 subgrant made under this paragraph to a local law
22 enforcement agency shall follow the prioritization
23 pursuant to paragraph (1).

24 (d) ELIGIBLE ACTIVITIES.—Amounts from a grant
25 awarded under subsection (b) may only be used for the

1 purpose of combating auto theft and combating stolen
2 automobile trafficking, including—

3 (1) purchasing equipment used to combat auto
4 theft, such as law enforcement vehicles and license
5 plate readers;

6 (2) hiring additional law enforcement officers
7 and support staff to combat auto theft;

8 (3) funding overtime costs and additional com-
9 pensation for law enforcement officers and support
10 staff involved in combating auto theft;

11 (4) providing training for law enforcement offi-
12 cers and support staff to combat auto theft;

13 (5) providing resources for joint task forces es-
14 tablished to combat auto theft; and

15 (6) funding law enforcement data collection and
16 research activities related to combating auto theft.

17 (e) AUTHORIZATION OF APPROPRIATIONS.—There is
18 authorized to be appropriated \$30,000,000 for each of fis-
19 cal years 2023 through 2027 to carry out the Program.

20 **SEC. 3. ADDITIONAL AUTHORIZED USES OF COPS GRANT**
21 **PROGRAM FUNDS.**

22 Section 1701(b) of the Omnibus Crime Control and
23 Safe Streets Act of 1968 (34 U.S.C. 10381(b)) is amend-
24 ed—

1 (1) by redesignating paragraph (23) as para-
2 graph (24);

3 (2) in paragraph (22)—

4 (A) by striking “(21)” and inserting
5 “(22)”; and

6 (B) by redesignating paragraph (22) as
7 paragraph (23); and

8 (3) by inserting after paragraph (21), the fol-
9 lowing:

10 “(22) to combat auto thefts and combat stolen
11 automobile trafficking by purchasing equipment, hir-
12 ing law enforcement officers and support staff, cov-
13 ering overtime and officer compensation costs, ex-
14 panding access to training initiatives, funding joint
15 task forces, and funding law enforcement data col-
16 lection and research activities related to auto
17 thefts;”.

18 **SEC. 4. DEFINITIONS.**

19 For purposes of this Act:

20 (1) **LOCAL LAW ENFORCEMENT AGENCY.**—The
21 term “local law enforcement agency” means any en-
22 tity administered by a locality that exists primarily
23 to prevent and detect crime and enforce criminal
24 laws.

1 (2) LOCALITY.—The term “locality” means any
2 city, county, township, town, borough, parish, vil-
3 lage, or other general purpose political subdivision of
4 a State.

5 (3) STATE.—The term “State” means any
6 State of the United States, the District of Columbia,
7 the Commonwealth of Puerto Rico, the Virgin Is-
8 lands, Guam, American Samoa, and the Common-
9 wealth of the Northern Mariana Islands.

10 (4) STATE LAW ENFORCEMENT AGENCY.—The
11 term “State law enforcement agency” means any
12 State entity that exists primarily to prevent and de-
13 tect crime and enforce criminal laws.

The Auto Theft Prevention Act
Reps. Mikie Sherrill (D-NJ) and Don Bacon (R-NE)

According to the National Insurance Crime Bureau, almost 500,000 vehicles worth an estimated \$4.5 billion were stolen in the first half of 2022, representing a 25% increase in thefts compared to the first half of 2019. Rising auto theft rates have also led to an increase in associated crimes, both those committed during the auto theft and those carried out afterwards using the stolen vehicle, that have greatly impacted public safety in our communities.

In response to these alarming trends, police departments across the nation have devoted additional resources to deterring thefts and prosecuting those responsible, including to a growing extent criminal theft rings. In New Jersey, for example, the state government has made a \$10 million investment in automated license plate recognition technology to help police departments identify and apprehend those involved in motor vehicle thefts. However, under-resourced police departments, particularly in smaller communities, are often unable to fund these types of investments that can play a significant role in keeping our communities safe.

The Legislation Would:

Provide state and local law enforcement agencies with federal grant funding to help them combat auto thefts and stolen vehicle trafficking.

This legislation will create a new competitive grant program within the Office of Community Oriented Policing Services (COPS) to fund state and local law enforcement efforts to combat auto thefts.

Grants can be used by police departments to purchase equipment used to combat auto theft such as law enforcement vehicles and license plate readers, hire additional law enforcement officers and support staff, fund overtime costs and additional compensation for law enforcement officers and support staff, provide resources for joint task forces, and fund law enforcement data collection and research activities related to combating auto theft.

Grants will be made to each state, with prioritization of funds determined by the state's aggregate car theft rate and their percentage change in car thefts over the past three years. States will then provide at least 50% of their funds as subgrants to local law enforcement agencies and at least 25% of their funds as grants to state law enforcement agencies, with the remaining funding available as grants to state or local law enforcement agencies at the discretion of each state's Attorney General.

In addition, the legislation creates a new eligible use of funds within the existing COPS grant program that allows police departments to use their funds on new equipment, hiring, and compensation to help combat auto thefts.

If you have any questions, please contact Chris.Taylor@mail.house.gov with Rep. Sherrill or Matthew.Duglin@mail.house.gov with Rep. Bacon.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is authorized to provide ambulance services for the residents of the Township and others within its boundaries under the general police powers granted pursuant to N.J.S.A. 40:48-2; and

WHEREAS, the Township utilizes the West Orange Fire Department to provide these ambulance services; and

WHEREAS, provision of the foregoing services entails substantial annual cost, the cost of which can be offset by charging medical insurance companies a user fee for ambulance transport services; and

WHEREAS, the Township requires a company to administer billing services for these ambulance services through the offsets to medical insurance companies; and

WHEREAS, N.J.S.A. 40A:11-4.1(n) of the Local Public Contracts Law authorizes contracting units to utilize competitive contracting for the procurement of emergency medical billing services; and

WHEREAS, on April 9, 2013, the Township Council adopted Resolution #74-13 authorizing the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.3 for the procurement of a contract for emergency transport third party billing services; and

WHEREAS, on October 26, 2022, the Township issued a Request for Competitive Contracting Proposals for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department (the “RFP”); and

WHEREAS, on November 17, 2022, the Township received one (1) proposal in response to the RFP from:

1. Coronis Health (“Coronis”)

50 Route 9, North
Building B
Morganville, NJ 07751

and

WHEREAS, Coronis was the lone respondent to the RFP and was also the incumbent vendor for the proposed Contract, the Township’s Qualified Purchasing Agent reviewed and evaluated the proposal in lieu of the formation of an evaluation committee; and

WHEREAS, the Qualified Purchasing Agent drafted a report (the “Evaluation Report”) recommending the award of the Contract for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department to Coronis; and

WHEREAS, Evaluation Report recommends the award of a three (3) year contract with a two-year renewal option; and

WHEREAS, Coronis agreed to the terms of the Contract for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department, a copy is annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, consistent with its proposal Coronis has agreed to a revenue percentage under the terms of the Agreement, specifically:

Percentage	Range of Collections by Vendor
8%	\$ 0 up to \$750,000
10%	\$750,001 up to \$1,000,000
11%	\$1,000,001 up to \$1,500,000
12%	\$1,500,001 and above

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does award the Contract for Third Party Billing for Ambulance Services Provided by the West Orange Fire

Department to Coronis, to be executed in the form annexed hereto as Exhibit “A;” and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute Agreement, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that this award shall be published and available in the Clerk’s Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: December 6, 2022

**AGREEMENT FOR THIRD PARTY BILLING FOR AMBULANCE SERVICES
PROVIDED BY THE WEST ORANGE FIRE DEPARTMENT**

This **AGREEMENT FOR THIRD PARTY BILLING FOR AMBULANCE SERVICES PROVIDED BY THE WEST ORANGE FIRE DEPARTMENT** made and entered into as of this _____ day of November/December 2022 by and between Coronis Health, LLC, a New Jersey corporation, having its principal business address at 50 U.S. Highway 9, Building B, Morganville, New Jersey, 07751 (hereinafter referred to as “Coronis”), and the Township of West Orange, a New Jersey corporation having its principal location at 66 Main Street, West Orange, New Jersey, 07052 (herein referred to as the “Township”). Coronis and the Township will be hereinafter referred to collectively as the “Parties”.

WHEREAS, on or about October 26, 2022, the Township issued and advertised a Request for Proposals (the “RFP”) for an Agreement for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department (the “Agreement”), annexed hereto as Exhibit “**A**,” and

WHEREAS, on November 17, 2022, Coronis submitted a proposal in response to the RFP, annexed hereto as Exhibit “**B**,” for a term of three (3) year with a possible renewal term of an additional two (2) years.

WITNESSETH

1. Coronis hereby covenants and agrees to furnish and deliver to the Township, third party billing for ambulance services provided by the West Orange Fire Department consistent with the scope of services as set forth in the RFP incorporated herein and annexed hereto as Exhibit “**A**,” and Coronis’ Proposal (the “Proposal”), incorporated herein and annexed hereto as Exhibit “**B**.”

2. In the event of any conflicts between the terms and conditions set forth in the RFP and the Proposal, the terms and conditions set forth in the RFP shall govern.

3. Coronis acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by Coronis shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to Coronis from the Township, its agents, servants and employees.

6. Coronis agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

8. This agreement is effective as of **January 1, 2023** and covers the period of **January 1, 2023 through December 31, 2025** with a possible extension until **December 31, 2027**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

CORONIS HEALTH, LLC

Sjm
Name: Steven Morley

Steve Loures
Name: Steve Loures

ATTEST:_

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR ROBERT D. PARISI

Exhibit “A”

TOWNSHIP OF WEST ORANGE

ESSEX COUNTY, NEW JERSEY

REQUEST FOR PROPOSAL

**THIRD PARTY BILLING FOR AMBULANCE SERVICES
PROVIDED BY THE WEST ORANGE FIRE DEPARTMENT**

SUBMISSION DATE:

November 17, 2022

At 11:00 A.M

TOWNSHIP OF WEST ORANGE

66 MAIN STREET

RM 111

WEST ORANGE, NEW JERSEY 07052

TOWNSHIP OF WEST ORANGE

WEST ORANGE FIRE DEPARTMENT THIRD PARTY BILLING FOR AMBULANCE SERVICES TABLE OF CONTENTS

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TOWNSHIP OF WEST ORANGE

Invitation to Bid

The Township of West Orange is seeking competitive contract bids pursuant to N.J.S.A. 40A:11-4.3, seq. from companies for the following goods and/or services:

THIRD PARTY BILLING OF EMERGENCY TRANSPORT SERVICES FOR THE TOWNSHIP OF WEST ORANGE

Bid forms may be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, County of Essex, West Orange, NJ 07052, Monday to Friday during regular business hours 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org.

Sealed proposals clearly marked with the title of project and name and address of party making submission, addressed to the West Orange Township Purchasing Department will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052 on or before November 17, 2022 at 11:00 A.M. and will be publicly opened and read at that time in the Council Chambers on the same day. No bids received after that time will be considered.

Bidders are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a New Jersey Business Registration Certificate P.L. 2004, c.57 and comply with Local Unit Pay to Play Law P.L. 2004, c.19.

Bid deposit will be required in the amount of \$5,000.00 to be a part of the bid submission in the form of a certified or /Cashier's check or bid bond. The Township Council reserves the right to reject any or all proposals submitted and also to increase or diminish any or all of the quantities which in their judgment be necessary.

Panayiota Reynolds
Purchasing Agent

TOWNSHIP OF WEST ORANGE

I.

SUBMISSION OF PROPOSALS

1. Sealed bid shall be received by the contracting unit, Township of West Orange, Essex County, New Jersey (hereinafter referred to as "TOWNSHIP") in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
2. Sealed bid will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
3. Submit the bid in a sealed envelope addressed to the:
 - Township of West Orange,
66 Main St., West Orange, NJ 07052
Attn: Panayiota Reynolds, Purchasing Agent, Room 111
 - Bearing the name and address of the vendor written on the face of the envelope.
 - Clearly marked "PROPOSAL" with the contract title/''.
4. It is the vendor's responsibility to see that proposals are presented to the TOWNSHIP on the time and at the place designated. Bids may be hand delivered or mailed; however, the TOWNSHIP disclaims any responsibility for a bid forwarded by regular or overnight mail. If the bid is sent by express mail service, the above address must also appear on the outside of the express mail envelope. Bids received after the designated time will be returned unopened.
5. Sealed bids forwarded to the TOWNSHIP before the time of opening may be withdrawn with a written request and evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals are opened, they shall remain firm for a period of sixty (60) calendar days.
6. All prices and amounts must be written in ink or preferably machine-printed.
 - a. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the TOWNSHIP. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.
7. Each bid form must give the full business address, business phone, fax, e-mail if available, and the contact person of the bid. An authorized representative must sign your submission as follows:
 - a. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

TOWNSHIP OF WEST ORANGE

- b. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- c. The proprietor shall sign proposals by sole-proprietorship.

II. PROPOSAL SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this proposal and be made a part of the proposal documents:

(X) PROPOSAL GUARANTEE

Vendor shall submit with the proposal a certified check, cashier's check or proposal bond in the amount of \$5,000.00 payable unconditionally to the TOWNSHIP. When submitting a Proposal Bond, it shall contain Power of Attorney for full amount of Proposal Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the TOWNSHIP. The check or bond of the unsuccessful vendor(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the vendor to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful vendor shall be forfeited if the vendor fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit this shall be cause for rejection of the proposal.

III. INTERPRETATION AND ADDENDA

1. The vendor understands and agrees that its proposal is submitted based on the specifications prepared by the TOWNSHIP. The vendor accepts the obligation to become familiar with these specifications.

2. **Vendors shall examine the specifications and related proposal documents with care and observe all their requirements.** Ambiguities, errors, or omissions noted by vendors should be reported promptly in writing to the appropriate official. Any prospective vendor who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the proposals. Challenges filed after that time will not be considered and having no impact on the contracting unit or the award of the contract pursuant to N.J.S.A. 40A:11-13. In the event the vendor fails to notify the TOWNSHIP of such ambiguities, errors, or omissions, the vendor will be bound by the requirements of the specifications and the vendor's submitted proposal.

TOWNSHIP OF WEST ORANGE

3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made. Such request shall be in writing, addressed to the TOWNSHIP'S representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

a. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective vendors, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the specification and proposal documents, and shall be acknowledged by the vendor in the proposal. The TOWNSHIP'S interpretations or corrections thereof shall be final.

b. When issuing addenda, the TOWNSHIP shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

4. Discrepancies in Proposals.

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event that there is an error of the summation of the extended totals, the computation by the TOWNSHIP of the extended totals shall govern.

IV. INSURANCE AND INDEMNIFICATION

1. Worker's Compensation and Employer's Liability Insurance.

This insurance shall be maintained in full force during the life of this contract by the vendor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:1512(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability is \$1,000,000.00 for each accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the vendor.

2. Certificates of the Required Insurance:

a. Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance.

b. Such coverage shall be acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the TOWNSHIP as an additional insured.

c. Self-insured contractors shall submit an affidavit attesting to their self-

TOWNSHIP OF WEST ORANGE

insured coverage and shall name the TOWNSHIP as an additional insured.

3. Indemnification.

Successful vendor shall indemnify and hold harmless the TOWNSHIP from all claims, suits or actions and damages or costs of every name and description to which the TOWNSHIP may be subjected or put by reason of injury to the person or property of another, or the property of the TOWNSHIP, resulting from negligent acts or omissions on the part of the vendor, the vendor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

v. STATUTORY AND OTHER REQUIREMENTS.

The following are mandatory requirements of this proposal and contract.

1. Mandatory Affirmative Action Certification.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this proposal specification.

Goods and Services (including professional services) Contracts:

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned Affirmative Action program (good for one year from the date of the letter), or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA302) provided by the State of New Jersey, Division of Contract Compliance & Equal Employment Opportunity and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

3. Stockholder Disclosure.

Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Stockholder Disclosure shall be completed and attached to the bid. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

TOWNSHIP OF WEST ORANGE

4. Proof of Business Registration.

N.J.S.A. 52:32-44 requires that each vendor (contractor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the vendor's Business Registration Certificate (BRC). A BRC is obtained from the State of New Jersey, Division of Revenue. Information on obtaining a BRC is available on the internet at:

www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity or call the Division of Revenue at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- a. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- b. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- c. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

5. Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the proposal.

6. Iranian Disclosure

7. Receipt of addenda

8. Township Political Contribution Statement

TOWNSHIP OF WEST ORANGE

VI. METHOD OF EVALUATION

The Township may establish an evaluation committee to evaluate and score the proposals submitted by the vendors.

Evaluation Criteria:

The contract will be awarded to the vendor that best meets the Township's needs. The following criteria shall be used for evaluating the proposals under the Competitive Contracting process:

A. Technical Criteria –

Evidence software is compliant with all applicable State of New Jersey and Federal regulations and laws.

Evidence of capacity to provide the services within time frame proposed by the Township.

B. Management Criteria –

Vendor's prior experience reflect the type of services required under this RFP.

Qualifications of vendor's staff to effectively perform the services required under this RFP.

Vendor's references.

Do the vendor's references provide positive testimony regarding the success of the vendor in collecting outstanding debts and obligations?

Information vendor provides detailing information concerning workflow and turnaround time from initial receipt of data to receipt of payment?

History of vendor's percentage of collection in terms of dollars and claims?

Does vendor meet experience requirements stipulated in this RFP?

C. Cost Criteria –

TOWNSHIP OF WEST ORANGE

Does the vendor's cost proposal provide the best economic advantage to the Township?

VII. TERMINATION OF CONTRACT

1. If, though any cause, the successful vendor shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of the notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract. Township will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the contractor shall not be relieved of liability to the TOWNSHIP for damages sustained by the TOWNSHIP by virtue of any breach of the contract by the contractor and the TOWNSHIP may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the TOWNSHIP from the contractor is determined.
3. The contractor agrees to indemnify and hold the TOWNSHIP harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the TOWNSHIP under this provision.
4. In case of default by the successful vendor, the TOWNSHIP may procure the goods and services from other sources and hold the successful vendor responsible for any excess cost.
5. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the TOWNSHIP reserves the right to cancel this contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new Township(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change shall be approved by the TOWNSHIP.
7. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the TOWNSHIP.

III. PAYMENT

1. No payment will be made unless duly authorized by the TOWNSHIP'S authorized representative and accompanied by proper documentation.
2. Payment will be made in accordance with the TOWNSHIP'S policy and procedures.

TOWNSHIP OF WEST ORANGE

IX. CONTRACT TERM

This contract shall begin following date of award thirty-six (36) months. The Township reserves the right to renew this contract for an additional two years not too exceed five (5) years. Renewal shall be enacted by the recommendation of Business Administrator with the approval of the West Orange Township.

The TOWNSHIP'S representative shall provide a written intent to extend the agreement. The same conditions shall prevail. The price (if applicable) shall only be adjusted as per the State established index rate. Any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

The Township of West Orange may, at any time during the contract period, terminate the contract by giving thirty (30) days' notice in writing to the Vendor.

TOWNSHIP OF WEST ORANGE

SCOPE

These specifications outline the requirements for a vendor to provide private patient billing services for people transported by either the West Orange Fire Department “WOFD”. The WOFD is the primary Basic Life Support (BLS) provider for the Township. WOFD responds to over 4700 BLS incidents annually. WOFD also respond to (and transport) ALS (advanced life support) calls with paramedics. The Township is only interested in obtaining payment from the user’s insurance company. We do not seek co-pays or deductibles from the township residents’ who are transported. The Township will not charge a resident that is not covered by insurance. It is the Township’s intention not to be involved with any of the day to day billing and collection process.

The proposal package consists of three parts: 1) General Conditions for submission 2) Technical requirements and 3) Proposal Documents & Checklist.

These specifications may not contain all of the processes or requirements necessary to accomplish third party billing. Each vendor should provide those services which, in their opinion, are required to provide a complete billing service for the Township of West Orange thereby fulfilling the intent of these specifications. If any of the requirements contained in these specifications is contrary to standard procedures for third party billing services, the vendor must seek a clarification from the Township or should propose the specifications as written and file a letter stating their reservations over any unusual requirements.

TOWNSHIP OF WEST ORANGE

SPECIFICATIONS

Township Responsibilities

Once a vendor has been selected, a Township representative will be assigned by the WOFD.

The Township shall supply to the vendor a completed ambulance incident report within 5 calendar days of the provision of ambulance services.

The Township, in cooperation with the selected vendor, shall open the necessary bank account at a bank convenient to the vendor. This account shall be a "lock box" concept wherein all funds are credited to the Township and can only be withdrawn by the Township.

Vendor Responsibilities

1. Vendor shall supply Township with patient Care forms that will be utilized by all Emergency Medical Service personnel. These forms shall comply with all Federal and State Statutes, regulations, and guidelines.
2. Vendor shall supply at no cost to Township, four (4) laptops with touch screen capabilities or tablets per Basic Life Support Unit, plus one spare. Each laptop or tablet shall be tested and certified to mil-standard 810g and IP65. The vehicle mounts must be State of New Jersey, Division of Health and Senior Services (to be referred to as DOHSS) approved for the life of the contract. Laptops provided by vendor need to be identical and equipped with an integrated air cards and with data service provided by vendor. Vendor shall provide all technical support necessary to ensure the laptops and ePCR are working and shall ensure within 24 hours a replacement laptop is provided if needed.
 - a. Vendor will supply four (4) classroom training sessions annually to cover EMS report writing, laptop use, ePCR software usage and a chart/narrative writing annually while under contract.
 - b. Vendor shall supply Township with Patient Care forms to be utilized by all EMS personnel in the event internet outages.

TOWNSHIP OF WEST ORANGE

3. Vendor will be responsible for all costs for related to software such as EMScharts. If EMS charts becomes unable to provide ePCR services, it will be the vendors' responsibility to supply another ePCR software package that the Township approves at no additional cost.
4. Vendor shall review Patient Care Forms within 5 working days of receipt. After review, the forms are either processed for billing the appropriate insurance provider or returned to WOFD for further information or clarification. The vendor shall provide the WOFD with a monthly quality assurance report indicating the status and quality of the ePCRs being completed by WOFD crews.
 - a. The initial billing shall be sent to the insurance provider, with an advice copy to the patient. If the insurance provider name or address is not obtained at the time of the service, vendor shall obtain this information by any means necessary, other than the patient. The vendor is responsible for maintaining accurate information concerning the claim processing address and procedures for all insurance providers licensed to do business in New Jersey. The vendor will not invoice a 'resident' patient who does not have coverage" since we do bill non-residents without coverage.
5. The Township shall retain the rights to all records and reports that are utilized and generated in connection with the execution of this contract.
 - a. No records and/or reports shall be released without the prior written approval of the Business Administrator.
 - b. All records shall be maintained in accordance with the prescribed N.J. State Statutes pertaining to Record Retention and for a period not less than six (6) years. No records shall be disposed of, without first obtaining approvals from the Township.
 - c. Vendor shall be required to provide the following services to the Township on a monthly basis:
 - d. All pertinent records shall be sent to the Township monthly
 - e. This service shall include the removal of staples, scanning and shredding of all documents after the prescribed time period as stipulated in the N.J. State Statues pertaining to Record Retention.

TOWNSHIP OF WEST ORANGE

6. The vendor shall deposit all payments received on behalf of the Township in an account designated by the Township within 48 hours of their receipt.
 - a. The vendor shall provide to the Township Finance Department a copy of all deposit slips for patient payments within two working days of the deposit. The Township will accept either facsimile or by US Mail (to be postmarked within the two-day time period). On these deposit slips or on an accompanying statement, the vendor shall indicate the name of the original patient and the date the service was rendered.
 - b. Vendor shall forward to the Township a monthly report listing all billings and collections. This report shall be due no later than 10 days after previous months end. Vendor shall supply a sample report for the Township's approval.
7. The vendor is to provide with each invoice, information on the collection process, on hardship waivers, and on the proper method of contacting the vendor to receive clarification of the billing process. The Township will prepare this information with the assistance of the selected vendor and the vendor shall be responsible for making copies of these documents for inclusion with their billing information.
8. The vendor shall provide either a local and or a toll-free telephone number to provide prompt responses to patients' questions regarding services rendered and charges billed. Customer service personnel shall have quick access to patients' records and qualified to perform these services. Vendor shall provide direct line access for the Township representatives.
9. The vendor shall be responsible for providing their own stationery, invoices, all office and normal expenses, postage, telephone cost, personnel expenses and standard operating expenses required to fulfill this contract. Vendor shall not identify the Township of West Orange or the Fire Department on its letterhead or any preprinted stationery. The only acceptable reference is in the description of services rendered by the Fire Department.
10. The vendor is to be paid a percentage of the collections received as determined in this proposal process. Consequently, it is in the vendor's best interest to expedite the billing and collection process, and to take the necessary action to secure payment from those users who are capable of doing so.
11. The vendor is to respond with reasonably accurate information to all inquiries relating to the billing process, insurance coverage, and the hardship waiver process. All inquiries relating to the quality of the ambulance service provided are to be referred to the Fire Chief of the West Orange Fire Department.
12. The vendor shall negotiate Advanced Life Support (ALS) agreements for the Township subject to approval by the Township.
13. The vendor shall advise the Township Fire Department on any ambulance calls which they

TOWNSHIP OF WEST ORANGE

believe will not be reimbursed by insurance companies or Medicare due to the fact that there were not deemed to be medically necessary or the incident reports are improperly completed. The vendor shall not bill the user for this ambulance call even though they believe the bill may not be paid. The information to be provided to the Fire Department is for information and education purposes only.

14. In addition to the insurance requirements provided in the General Conditions, the selected vendor must provide liability insurance or a surety bond for no less than \$100,000 for employee dishonesty, forgery, and/or theft.
15. The vendor agrees to maintain all of its policies, procedures and practices in a manner consistent with all Medicare, State, and Federal regulations and requirements. It will hold the Township harmless from any liability due to changes in these regulations and procedures that relate to billing and collection processes.
16. The vendor shall provide at least a 30 day notice of any changes in its collection processes or the information provided to users or paying agents. The Township shall reserve the right to review and/or reject any changes proposed by the vendor.
17. To be considered for this contract, a vendor must provide references for EMS billing and collection services billing for at least three (3) governmental or non-profit agencies in the State of New Jersey for the past ten (10) years. In each of these cases the vendor must have supplied these services for at least five (5) years. As a part of the bid, the vendor shall provide the names and addresses of references from these three agencies. A summary of the billing and collection history for these agencies and include a copy of their standard invoice and explanatory information provided to the user.
18. The vendor shall be headquartered and operating in the State of New Jersey for at least ten years. The vendor shall provide information on the number of employees available for billing and follow up notices on behalf of the Township.

TOWNSHIP OF WEST ORANGE

Questions that have been asked in the past

- Anticipated contract start date: *60 days from receipt of bids.*
- Maximum number of renewal options by policy or statute? *5 year maximum*
- Current contract has gone full term.
- All options to extend the current contract been exercised.
- Estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s): *\$100,314.94 paid for 2021*
- Proposals will be evaluated and how the selected vendor(s) will be chosen by: *Competitive Contracting Ranking Method: Management, Technology & Cost*
- Level of satisfaction with your current vendor(s), if applicable. *Satisfactory*
- Annual total adjustments for last year or for the last 12 months: *N/A*
- Annual contractual allowance write offs for last year or for the last 12 months: *N/A*
- Annual gross collections last year or for the last 12 months: *\$1,184,690.89*
- Per-mile ground transport charges: *\$15.00*
- Advanced life support emergency level 1 charges: *\$1,900.00*
- Advanced life support emergency level 2 charges: *\$2,450.00*
- Basic life support charges: BLS 1 - *\$800.00*
- Basic life support emergency charges: *N/A*
- Specialty care transport charges: *N/A*
- Treatment without transport charges: *N/A*
- Average per-trip charge: *\$950.00*
- Last changes to your transport rates, and are you considering raising any of the rates currently charged: *2013 and we may consider changing if market allows*
- Percentage of patients are residents versus non-residents, and do you charge the two groups differently: *N/A and Residents without insurance are not billed.*
- We do not operate any shared services agreements with any other municipal or county governments in the region.
- Transports per year for basic life support for last year or for the last 12 months: *2021 = 3,355 12 months = 3,173*
- Transports per year for advanced life support emergency level 1 for last year or for the last 12 months: *2021 = 227 12 months = 212*
- Transports per year for advanced life support emergency level 2 for last year or for the last 12 months: *2021 = 4 12 months = 0*
- Transports per year for specialty care transport for last year or for the last 12 months: *N/A*
- Transports per year for treatment without transport for last year or for the last 12 months: *N/A*
- Payer mix expressed as percentages of 100% billed: *Medicaid 3%, Medicare 59%, Self Pay 3%, Commercial Ins 35%*
- Payer remit mix expressed as percentages of 100% of what you typically receive: *Medicaid 14%, Medicare 54%, Self Pay 18%, Commercial Ins 14%*
- Total transport vehicles do you now operate: *4*
- Average loaded miles per trip: *5*
- Average revenue per call: *\$350.28*
- We do not have a lockbox provider.
- EPCR provider: *EMS Charts*

TOWNSHIP OF WEST ORANGE

- Current collection agency provider: *Coronis Health, Morganville, NJ*
- Facility typically receiving most of our patients: *St. Barnabas, Livingston, NJ*

TOWNSHIP OF WEST ORANGE

BIDDER'S CHECK LIST

Mandatory Items

- Completed Bid Proposal Form _____
- Business Registration Certification _____
- Public Works' Contractors
Certification (if applicable) _____
- Stockholders Disclosure
Statement _____
- Affirmative Action Compliance
Notice _____
- Bid Deposit _____
- Surety for Performance Bond
(If applicable) _____
- Iranian Disclosure Form _____
- Acknowledgement of Addenda _____
- Township Political Contribution Statement _____

Please provide two (2) additional copies of entire bid package, one of which can be on a flash drive. Please review your proposal carefully before submitting.

TOWNSHIP OF WEST ORANGE

THIRD PARTY BILLING FOR EMERGENCY AMBULANCE SERVICES

PROPOSAL FORM

The Township of West Orange is seeking an incentive based scale to maximize the collection of the billable ambulance services. An example is provided below.

Example:	Percentage	Range of Collections by Vendor		
	5 %	\$ 0	to	\$100,000.00
	10 %	\$101,000.00	to	\$200,000.00

Percentage increases to be paid by the Township would be based on total collections over a 12 month period. The undersigned hereby agrees to furnish all services, labor, materials, supervision, equipment, and other means as necessary to perform all the work in accordance with these specifications.

 % \$ 0 to 750,000.00

_____ %	\$ 751,000.00 to 1,000,000.00
---------	-------------------------------

_____ %	\$ 1,000,001.00 to 1,500,000.00
---------	---------------------------------

 % \$ 1,551,000.00 and above

Authorized Signature

Print Name & Title

Company Name

Address

Date _____

City, State, Zip

Telephone Number

TOWNSHIP OF WEST ORANGE

Email Address

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

TOWNSHIP OF WEST ORANGE

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

TOWNSHIP OF WEST ORANGE

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Complete, sign and notarize the form below. (Please attach additional sheets if more space is needed):

TOWNSHIP OF WEST ORANGE

Name _____

Name _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____

TOWNSHIP OF WEST ORANGE

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”



Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR



Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND



Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____ 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

TOWNSHIP OF WEST ORANGE

SCHEDULE A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) -- N.J.A.C. 17:27 -- GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, 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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 or sex. Such action 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

(cont.)

TOWNSHIP OF WEST ORANGE

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & BEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

TOWNSHIP OF WEST ORANGE

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, *et seq.*, and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.) No

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ {If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, *et seq.*, and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME:

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within the time frame stipulated.

TOWNSHIP OF WEST ORANGE

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "Township") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §11911 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. to the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. the bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. the bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Dated:

(Signature)

(Name and Title)

(Company Name) _____

(Address) _____

(City, State, Zip Code) _____

(Corporate Seal)

Subscribed and sworn to before me

this _____ day of _____, 20

Notary Public of the State of New Jersey

My Commission expires

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- ☐ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☐ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	

Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange,
Continued...

State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

TOWNSHIP OF WEST ORANGE
Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised
General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.¹

<u>Name of Individual/Entity Making Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient of Contribution</u>	<u>Date of Contribution</u>

If you have <u>NOT</u> made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Robert D. Parisi; Councilwoman Cindy Matute-Brown, Councilman Bill Rutherford; Councilwoman Susan McCartney, Councilwoman Michelle Casalino; and Councilwoman Tammy Williams.

Company Name

Authorized Signature

Printed Name

Date

TOWNSHIP OF WEST ORANGE

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

TOWNSHIP OF WEST ORANGE

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: _____
Print

Name of Contact Person: _____
Print

Correspondence Address (including zip code):

Purchase Order Address (including zip code):

Payment Address (including zip code):

Telephone Number: _____

Fax Number: _____

E-mail Address _____

Employer I.D. or S.S. # _____

Exhibit “B”



(Previously Known as Revenue Guard Medical Claims Management)

Township of West Orange, N.J.

RFP

Third Party Billing

For

Ambulance Services

November 17, 2022

(COPY)

COPY

Coronis Health
RMC, LLC

Township
of
West Orange,
New Jersey

RFP

Third Party
Billing
For
Ambulance
Services

November 17,
2022

1

SECTION 1

Proposal Letter / Executive Summary
Pages 1-5

2

SECTION 2

Experience Statement
and Qualifications
Pages 6-17

3

SECTION 3

Computer Hardware / Software
Transition Plan and Project Timeline
Pages 18-22

4

SECTION 4

Key Management Staffing
for Project
Pages 23-25

5

SECTION 5

Detailed Prior Experience and Clients
Reference Information
Pages 26-37

6

SECTION 6

Proposal Cost
Page 38

7

SECTION 7

Required Statement / Documents
Pages 39-46

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SECTION 8

Signed Required Forms



Tab #1



November 17, 2022

Dear Evaluating Committee:

It is Coronis Health's **(previous known as Revenue Guard Medical Claims Management)** pleasure to provide this Ambulance Billing Services proposal to the Township of West Orange. We are enthusiastic about participating in the Bid because we believe your ambulance revenue may be in jeopardy. How so? Many municipalities have made errors in judgment by not fully taking into consideration a proposed vendor's past performance and historical track record into account when deciding on the best choice as their EMS billing vendor. When it comes to EMS billing, the vendor offering "the lowest percentage, is not necessarily the lowest responsible bidder" and only considering the lowest bid may not be the best approach for determining which vendor will collect the most revenue. We urge you to strongly consider who your next billing vendor will be and if they are the best candidate to successfully secure and maximize your future Ambulance billing revenue?

Coronis Health is confident that if awarded your contract, we will exceed any expectations that the Township of West Orange poses. Coronis Health has been providing EMS claims management and emergency medical third-party billing services and collections successfully for over 15 years and our focus is on ensuring that your current EMS billing performance and revenue are maximized. Our high compliance standards also ensure that your claims and service are able to withstand legal and regulatory scrutiny. Coronis Health has and will continue to produce more medical billing revenue than any other prospective competitor.

In 2021 we generated over 300,000 claims and collected more than \$100,000,000 million dollars in revenue for more than 75 municipalities and agencies, private providers and Hospitals. We continue to successfully increase "cash per trip" when compared to other companies. **Coronis Health currently averages a 98% collection rate on all billable trips for our current clients.** As an example, **Coronis Health currently averages \$350 cash collected per billable trip for our current clients, which is approximately 25% more than other current vendors are collecting.**



Coronis Health is also the only Third-Party EMS Billing and Collections Company in the State of New Jersey that provides Third Party EMS Medical/ Ambulance Billing and Collections Services for area Hospitals.

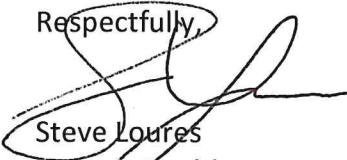
Coronis Health is the authorized and trusted Third-Party Billing and collections Company for St Clares Health System, Robert Wood Johnson/Saint Barnabas Health Care Systems, Atlantic Mobile Health/Atlantic Ambulance, University Hospital and other area Hospitals.

Starting on March 1, 2022 Coronis Health will now be the authorized and trusted Third-Party Billing and collections Company for Cooper University Hospital.

Based on our current collected average of \$350 cash per billable trip for our current clients we believe Coronis health if awarded your contract can potentially increase your billable collections by approximately 10%. This would then make our bid the lowest overall responsible bidder.

We provide much more than a typical third-party billing service, and we have a firm interest in undertaking the challenges proposed in this request. Please feel free to contact me directly if you have any questions or concerns related to this proposal.

Respectfully,



Steve Loures
Coronis Health
President

Proposal Primary Contact Person:

Jennifer Aldana

(732) 598-0474 or (866) 624-0900

(732) 441-1350 Fax Number

JenniferAldana@coronishealth.com

50 US Highway 9 North, Building B, Morganville, NJ 07751



Executive Summary:

Coronis Health (previous known as Revenue Guard) boasts over 15 years' experience in offering both BLS and ALS Level One and Level Two services directly to Insurance and Medicare Emergency Medical Third-Party Billing and Collections Services. We have collected over 100 million dollars for our EMS entities within the past 12 months. On subsequent pages you will find a list of Coronis Health's satisfied municipalities and healthcare organizations. A review of our operations, capabilities, and the company's experienced and knowledgeable personnel will support why Coronis Health is the experts in EMS claims management. In New Jersey, we are pleased to currently provide Ambulance/EMS Revenue Recovery Services to over 75 municipalities and EMS Agencies and 11 hospital-based operations.

Due to our expertise in Ambulance/EMS billing and collections, our services generate more cash than a typical third-party billing vendor. **Coronis Health current averages a 98% collection rate on all billable trips for our current clients or \$350 cash per billable trip or approximately 25% more than other current vendors.** We use custom made software and we partner with the most elite entities in the healthcare industry. We have long standing relationships with the most prestigious insurance companies and hospitals including **being the authorized billing and collection company for St Clares Health System, St Barnabas Health Care Systems and Atlantic Ambulance Corp, University Hospital, and starting on March 1, 2022 we are now the authorized billing and collections company for Cooper University Hospital.** Our dedicated set of account management teams are involved with each organization's top-level executives. Coronis Health's reputation and level of compliance has granted us access to main hospital billing systems, and we have been called upon by CFOs to design and implement procedures that will increase their operation's profit.

Coronis Health's goal is to utilize the experience we have acquired in the field to ensure that your organization develops and maintains the highest level of efficiency possible. We work together with your organization to solve a problem or leverage an opportunity. Coronis Health's team is there to help clients resolve conflict, transitions and management dilemmas. Our assignments draw on the EMS industry and its challenges, and we are called upon when specialized expertise is required. Our principal activities include, but are not limited to:



Executive Summary:

Financial EMS Consulting Services

- Cost recovery improvement and financial systems assessment
- Revenue cycle design
- Financial planning and budgeting assistance
- Claim review for Medicare and Medicaid
- Front-end crew documentation training

Operational EMS Consulting Services

- Comprehensive medical transportation program reviews
- Comprehensive strategic and business planning services
- Market research and marketing plan development and implementation
- Efficiency enhancement programs
- Complete medical and operational quality improvement evaluation
- HIPAA Compliance Program development and employee training

EMS/Ambulance Billing Services

Pursuing your cost recovery is our priority. Our billing specialists employ 21st century technology to assure that your claims are processed in a timely manner. Coronis Health gets the job done right. Here are just a few reasons why you should choose Coronis Health to be your billing and collection provider:

- Superior customer service
- Wireless interfacing with electronic field data collection devices
- Efficient EMS claims processing implementation
- Monthly customized reporting to clients
- Compliance with HIPAA, Federal and State regulations
- Prompt account follow up
- Electronic and paper billing for claim reimbursement
- Toll-free telephone numbers available for patient inquiries



Executive Summary:

In the beginning of 2011 Coronis Health/Revenue Guard upgraded operations by the occupancy of its state-of-the-art secure finance/billing center located at 50 Route 9 North, Morganville, NJ 07751. This new center has allowed Coronis Health the physical space to match the unparalleled growth we have earned during the past several years. Our staff is comprised of over 60 employees, 5 managers and 3 supervisors holding full time status in order to handle the demands of our customers and meet their unique needs and concerns. Steve Loures serves as our President, joined by Stephanie Dall, Director of Finance; Jennifer Aldana, Director of Revenue Cycle Management; Sugan Colindres Director of Collections, and Steven Morley Director of Human Resources, Development and Quality Assurance.

Coronis Health offers their employees a wide and comprehensive range of benefits and employee incentive programs. We believe in taking care of our employees as well as we take care of our clients and we strive to maintain a productive and relax atmosphere that promotes growth, stability, and professional quality. The following are just some of the benefits and incentives we offer our team members:

- Flexible working schedules
- Promotion from within
- Enjoyable office environment: fully equipped staff lounge
- Discounted computer purchase program.
- Employee recognition programs.
- Casual Fridays with lunch provided by the company
- Company sponsored holiday parties.
- Employee Wellness programs: Nutrition Education, Lunch walking activities, employee challenges, employee discounts for gym memberships
- Educational opportunities: billing and collections seminars, computer skills enhancement, management and supervisors conference
- Activities and events such as: BBQ Fridays, Football Friday, International Food Day
- Performance Bonuses



Tab #2



QUALIFICATIONS AND EXPERIENCE STATEMENT

Below please find Coronis Health's comprehensive Third Party Billing for Ambulance Services proposal to the Township of West Orange, to include:

PROPOSED APPROACH TO SCOPE OF WORK

WE HAVE THE EXPERIENCE. Coronis Health (**previous known as Revenue Guard**) has been a leader in New Jersey revenue cycle management for over 15 years and since its formation in 2005. We are pleased to currently provide Medical Billing and EMS Revenue Recovery Services to 75 municipalities, EMS agencies and hospital-based operations. In the past 12 months alone, we have collected over \$135,000,000 million for our EMS clients and processed over 350,000 ambulance claims. We are proud to boast a list of satisfied municipalities and healthcare organizations of similar size and scope. Coronis Health employs 100% U.S. based, certified medical billers and we never outsource to billing or call centers. A review of our operational capabilities and the company's experienced and knowledgeable personnel will evidence and support why Coronis Health is one of the leading experts in EMS claims management and why we feel uniquely poised to become the Township of West Orange's Ambulance Billing and Collections Services provider of choice.

WE CAN MAXIMIZE YOUR REVENUE. Coronis Health excels above our competitors by providing services that generate more revenue for our customers than a typical third-party billing vendor. **Coronis Health currently averages a 98% collection rate on all billable claims for our current clients as well as an average of \$350 cash collected per billable trip.** We focus on maximization of revenue while maintaining strict compliance. With typically increase our public/private sector clients' revenue by 20% - 25%. We have even assisted one of our public sector clients' move their revenue from \$1.25 million to over \$4 million over 5 years on the same annual transport volume. The primary metric we focus on is average revenue per billing event. We monitor this based on our customer's history and on our performance. We track this on a monthly basis and our billing teams work diligently to constantly improve performance. We are confident that should the Township of West Orange select Coronis Health as their new Ambulance billing and collections service provider, you could expect to experience increased collection rates per transport.



WE REGULARLY PROVIDE CONSULTING ON REIMBURSEMENT AND CHARGE MASTER RATES.

Coronis Health works closely with each of our clients to assist them with optimizing their chargemaster rates to insure they are charging the maximum fees acceptable for their geographic zone. On an annual basis, we consult with clients to establish a review of their chargemaster as it compares to peer operations and to optimize insurance carrier reimbursements. We also assist our emergency EMS clients to negotiate in-network agreements with insurance carriers as deemed expedient. It is not unusual to discover that our clients often fail to analyze their rates on a consistent basis, causing them to charge rates under the UCR rates their peers are charging. We place a major focus in monitoring average revenue per transport and we work diligently to improve upon top line gross revenue.

WE MONITOR INDUSTRY ISSUES. Coronis Health prides itself on being at the forefront of information when it comes to industry trends and developments. We monitor changes in regulations and closely watch for any circumstances that may affect ambulance billing services, to include changes in rates of Medicare and Medicaid reimbursement and reporting requirements. We have an internal legal team and also work with expert outside legal counsel to ensure full compliance with changes that may arise. We also communicate any such changes to our clients, and insure everyone adapts procedures necessary to conform to new regulations. We also offer, as part of our reimbursement rate, consulting services and recommendations to assist clients to meet industry best practices and improve revenue generation, customer service and all other key areas of performance.

WE USE A HIGHLY SECURE CLOUD DATA STORAGE PLATFORM. The billing software utilized by Coronis Health employs Dimension Data Managed Cloud Platform to ensure that our client's data is stored behind a multi-layer security system. The system performs 24x7 security monitoring, ensuring all systems are protected by multiple layers of security including intrusion prevention and denial of service protection. Penetration tests are also performed against the system by external testing firms to ensure that there are no remotely exploitable vulnerabilities. The cloud network is a physical layer-2 VLAN created as a security context on a Cisco switch infrastructure. Lastly, the cloud storage platform is regularly audited for compliance with SSAE-16 and European Safe Harbour requirements. In short, Coronis Health represents that your data is secure with us.

WE UTILIZE STATE-OF-THE-ART TECHNOLOGY FOR ALL ELECTRONIC INTERFACE. Coronis Health currently interfaces with all EMS ePCR companies, to include EMS Charts, ESO, Safety Pad, Image Trend, Zoll, Emergency Reporting, Firehouse Software and others. We utilize customized dashboards to interface directly with clients, which would allow the Township of West Orange the real time opportunity to monitor performance and review A/R status reports.



WE ARE EXPERTS IN MEDICAL CODING, DIAGNOSIS, AND MEDICAL NECESSITY. Coronis Health employs only CAC's (Certified Ambulance Coders) for our billing staff. Additionally, our Director of Revenue Cycle Management is certified in CACO (Certified Ambulance Compliance Officer) and CAPO (Certified Ambulance Privacy Officer). We also have an internal Medical Necessity Audit team that reviews all Medicare claims prior to submission ensuring full compliance with CMS regulations. Our billers are experts in managing EPCR claims as stored in our database and they perform all medical diagnostic coding using ICD-10 coding and CPT coding. We also have the ability to manually enter a PCR into our database in the event an EPCR is unable to be uploaded electronically.

WE MAINTAIN HIGH HIPAA COMPLIANCE STANDARDS. Coronis Health takes HIPAA Compliance extremely seriously. We have established a comprehensive employee training program as an essential step toward achieving HIPAA compliance. We focus on wide-ranging yearly HIPAA training seminars as well as abbreviated monthly HIPAA reminder meetings to keep employees informed of security risks and threats to PHI and ePHI. Our HIPAA Privacy and Security Officer works hand in hand with both our Human Resources and IT Departments to develop training programs that instruct employees on how to avoid breaches in compliance and maintain common security safeguards. Training is maintained on a regular basis and includes orientation sessions for new employees as needed.

WE ABIDE BY THE HIGHEST ETHICAL AND COMPLIANCE STANDARDS IN THE INDUSTRY. When it comes to integrity and compliance, Coronis Health never accepts compromise. While our collectors work hard each day for our customers, it is imperative that they maintain the highest standard of legal ethics and conduct when it comes to the collection of debt and communications with debtors with respect to that debt. When dealing protected data during collections, Coronis Health strictly follows their HIPAA Policies and Procedures to ensure no PHI or ePHI is ever compromised. Should Coronis Health be awarded this contract, we represent that we will strictly comply with all legal requirements and codes of conduct with respect to collection of debts and communication with debtors made or issued by any governmental agency in any jurisdiction, to include but not limited to:

- Fair Debt Collection Practices Act overseen by the New Jersey Department of Community Affairs
- Consumer Credit Protection Act



WE EXCEL AT CUSTOMER SERVICE VIA A RELIABLE AND SECURE PHONE SYSTEM. Coronis Health employs the most reliable VoIP phone system available to ensure that both clients and patients will always be able to contact us. With datacenter redundancy, failover, disaster recovery and virtual PBX (Private Branch Exchange), we assure our customers that our call center is always up and running. Along with this reliability comes added security. When it comes to your voice and message data, Coronis Health has insured that advanced encryption techniques have been installed throughout our phone system that fully prevent unauthorized access to secure transfers and connections.

WE EMPHASIZE QUALITY ASSURANCE AND CONTINUOUS TRAINING. Quality Assurance and training is another intense focus of our upper management team. We continuously work to measure and improve our internal quality metrics and meet with staff members regularly to notify and make improvements as necessary. Coronis Health also provides training to our customers at no cost. We offer billing educational programs, front-end crew documentation training, HIPAA compliance training, EMS practice management, Medicaid and Medicare medical necessity requirements training, operational and clinical advice as well as public relations training. All these training programs would be made available to the Township of West Orange staff as needed and requested.

CLIENT RELATIONSHIP AND TRANSITION. The staff at Coronis Health takes pride in developing close working relationships with all our clients and should we have the privilege of being awarded the Township of West Orange contract, we anticipate working with the City to ensure an orderly transition of responsibilities from them to Coronis Health. We envision fostering a professional relationship that continues long after the initial implementation as we work hard to gain the trust of the Township of West Orange.



CAPACITY TO PERFORM SERVICES

WE HAVE A STREAMLINED AND EFFICIENT ELECTRONIC CLAIMS PROCESSING MODEL. With decades of experience in ambulance billing services, Coronis Health's upper management has developed a proprietary and streamlined claims processing model that efficiently and effectively manages hundreds of thousands of medical claims for our customers. For example, with only 65 employees, we process 350,000 claims per year. The difference is our efficiency and drive. We work hard for clients. A brief overview of our EMS claims processing model is as follows:

- Pre-Billing Function: We begin with a robust pre-billing function that makes sure we get the correct insurance information to create an initial clean claim the first time around. When insurance isn't provided by the patient, we investigate and exhaust all measures to find insurance information whenever possible. 85% of the time, our highly skilled pre-billers find missing insurance information, allowing a clean claim to be sent out as quickly as possible. Traditionally when the patient doesn't provide insurance information, the provider sends out an RFI (Request for Information) and invoice to the patient then awaits a response, which creates weeks of delay in sending out a clean claim. Coronis Health is different. We hustle for our clients to find the insurance on our own using available databases that enable us to send out clean claims quickly and efficiently.
- Signatures: We ensure all proper signatures are obtained as required by CMS as well as independent insurance carriers.
- Coding: Our Certified Ambulance Coders ensure all claims are properly reviewed and coded with the appropriate ICD-10 codes for each diagnosis.
- Technology: We use a dedicated dashboard for each client that allows them to constantly monitor our performance in real-time.
- Training: We train our staff as well as client staff in industry trends and compliance issues.
- Collections: Our focus on optimizing per transport revenue is the single most important function Coronis Health employs for our clients. Our collectors search for primary and secondary insurance and communicate regularly with patients to assist them in receiving the insurance benefits they have paid for and deserve.
- Compliance: We promote a culture of strict compliance with CMS, HIPAA, Office of Inspector General and Medical Necessity as well as reducing RAC Audit Liability.



VERIFICATION / PRE-BILLING:

At Coronis Health, each claim is evaluated by a pre-billing staff for completion and accuracy. All patient and insurance information are verified prior to data entry to decrease claim rejection. All mandatory provider information is checked for completion to assure that the claim is ready to be submitted. At this first step of quality assurance, the pre-billing staff will research and obtain any additional information required to enable each claim to move to the next stage of completion.

Over 90% of all claims are released from Pre-billing within two business days of receipt. The Pre-billing department must submit an administrative report of any claim that is unable to be billed within 3 business days of receipt. Any claim not deemed suitable for billing within 5 business days is turned over to supervisory personnel for further action, which may include return to the provider for additional information. Procedure steps as follows:

Upon receipt of the patient information, Coronis Health shall utilize standard skip tracing techniques to verify the authenticity of the patient's demographics and whether he/ she has provided a release to obtain medical and insurance information. The release to obtain medical and insurance information will be verified by the signature of the patient on the PCR, signature of a department employee confirming patient's approval, or signature of the patient's relative. The signature signifies the release of medical information required for billing. If applicable, the signature is included on the database provided by the department.

Skip tracing and/or information acquisition shall utilize standard review procedures including but not limited to:

- ◆ Direct access to local hospitals
- ◆ Passport Health Communications Inc.
- ◆ Direct access to computerized databases of major HMO companies and hospitals
- ◆ Choice Point Person Locator/ Reverse Directory through search engines and other patient locator websites.
- ◆ Coronis Health's current patient database (CentralSquare Technologies)

The information is generally furnished on the EMS Billing Information Sheet and is attached to the copy of the PCR or E-PCR. Some hospitals also furnish this information in computerized format. Due to Coronis Health's high standards of work and ethics, many relationships have been established affording our organization direct access to the main billing systems of major hospitals and entities. These features enable us to ensure the verification of gathered information, as well as a venue for the retrieval of pertinent information required in the billing process.



Upon completion of the skip tracing review for each record Coronis Health shall determine patient eligibility for Medicare, primary and secondary insurance, if the claim is directly paid by the patient, or if the claim is ineligible for billing (i.e. Medicaid transport or special case transport). For all eligible patient claims, Coronis Health shall generate a claim for payment in the form of one of the following formats:

- ◆ A Medicare claim in either an NSF or ANSI electronic format, as applicable;
- ◆ An invoice for a claim to the primary insurance company. At the sole option of the insurance company, claim can be issued in other formats such e-mail, batch tapes, or disc.
- ◆ An invoice to the patient or responsible party.

PCRs without the required medical release signature are not released to Medicare or the insurance company. Such claims shall be forwarded directly to the patient or provider to obtain the required signature(s).

INVOICE SUBMISSION:

Coronis Health's staff are all highly qualified and trained in all Medicare, Medicaid, Automobile, Workers Compensation and Commercial Health Benefits. All employees are fully trained in Medicare and HIPAA compliance rules and regulation. We offer our clients HIPAA rules and regulations training for privacy and security. Our system not only meets Medicare and HIPAA compliance standards, but has been customized over the years to overcome almost every possible billing obstacle in order to attain our client's revenue goals. Coronis Health maintains one of the highest rates of revenue returns per billed claim in the industry.

The submission department at Coronis Health is responsible for generating all invoices after the billing entry has been completed. An additional quality assurance step relies upon software edits that report any errors in patient or payer fields. **At this point in the process, errors are less than 0.25% (one error per 400 claims).** Any errors are immediately corrected and the printed or electronic claim is created and forwarded to the responsible party for payment without delay. Ninety-eight percent of all claims are released for payment within five business days of receipt from the provider. All electronic claims transmissions are confirmed within 24-48 hours to insure receipt by the appropriate payers. Confirmation of paper claims, for private patients and those insurance companies that do not yet accept electronic claims, begin 10–14 days after printing. Reminder notices are mailed every 30 days thereafter up to 90 days, when collection notices are generated.



MEDICARE CLAIMS:

All claims shall be transmitted in an electronic format acceptable to Medicare. Coronis Health shall forward the claims determined to be medically necessary or not necessary to Medicare with all required supporting documentation. The claims shall clearly indicate the determination status. **Coronis Health has successfully billed over 140,000 Medicare claims last year alone.**

INSURANCE CLAIMS INCLUDING MEDICARE AND MEDICAID HMO'S:

Coronis Health shall generate an insurance claim in either an invoice format (currently HCFA 1500 form) or electronic format upon receipt of patient approval and notice of the appropriate primary carrier. Coronis Health shall provide information as required by the insurance company's standard claim format which may include such information as delineated herein and appropriate medical determination and medical coding criteria. Coronis Health shall forward claims determined to be medically necessary or medically not necessary to the insurance carriers with all required supporting documentation.

After verification of receipt of payment from primary insurance carrier, Coronis Health shall determine if there is a secondary carrier for the patient. If a second carrier exists, Coronis Health shall generate an insurance claim to the second carrier. In addition to providing all standard insurance company claim information, Coronis Health shall furnish proof of payment from the primary carrier. Proof of payment generally consists of statement from the insurance carrier or a facsimile check. The balance of any revenue, deductibles, or the co-payment fee due after receipt of payment by the insurance carrier are billed to the patient or written off according to client policies. Coronis Health shall not directly bill any patients that are known to be covered by Medicaid (except for Medicaid HMOs).

AUTO ACCIDENT CLAIMS:

Coronis Health makes every effort in obtaining auto insurance information by either contacting the patient or obtaining a police report. When Coronis Health bills an auto accident claim in which the patient is not the responsible party, the patient is obligated to file a claim under their own auto policy, or as PER specific state No-Fault guidelines. Coronis Health will follow up with these insurance companies or the patient in the event of delayed claim filing.



OUR COLLECTIONS PROCESS

WE AGGRESSIVELY MANAGE YOUR ACCOUNTS RECEIVABLE. Coronis Health has a strong philosophy of taking an aggressive approach towards EMS Accounts Receivable collections. We work with insurers to insure you receive the maximum reimbursement allowed under each policy. We also work hard to exhaust secondary and co-insurance payment all the while taking a compassionate approach towards the patients. We develop cordial relationships with patients as they are sometimes needed in the collection process when outstanding balances are due from insurance carriers. We also operate a denials department that appeals all denied claims, refusing to rest until they are fully paid. When necessary, Coronis Health is prepared to file complaints with various State Department of Banking and Insurance agencies when insurers fail to process claims properly. Sending claims to third-party collections agencies, although necessary, would expose the Township of West Orange to higher collection rates. Coronis Health works extremely hard to avoid write offs to assist with maximizing per event revenue for our clients.

Correspondence and denials from insurance companies received in regular mail are separated by insurance and worked by collectors. Thirty (30) days after a call is entered into the system, calls are then made to the insurance company for the status of the payment on the claim. If there is a denial on the claim there is a request to have the claim reprocessed for payment. Appeals are written to insurance on behalf of the patients to obtain payment. As an incentive to increase cash flow we will offer discounts to patients who pay within 10 days. We also offer patients the option of payment plans. Aging reports are reviewed by manager for consistency. Coronis Health reviews all criteria before sending claims out to an outside collection agency. In general, accounts that go to collection are grouped into non-residents that don't pay, nor respond to insurance requests over a specified period of time outlined below.

1. Insurance inquiry/Bill sent to patient
2. 25 Days later a second request is sent to patient
3. 25 Days after the 2nd past due notice is sent to the patient
4. 10 Days later a pre-collection letter is sent to the patient
5. 20 Days later the claim is reviewed by the Collections Manager, and as deemed appropriate and in consultation with the client a decision will be made to either continue trying to collect on the outstanding claim or have the claim sent to an outside collection agency.



In addition, all patients who receive money directly from their insurance company and fail to turn it over to Coronis Health are also turned to an outside collection agency.

During this process multiple attempts are made to contact patient and research address insurance information. The process normally takes 80 days, but can be shorter or longer depending on any information incurred during the cycle. When receiving notices from estates and/or bankruptcies, Coronis Health will treat the bill as a write-off. Cases dealing with requests for hardship status are reviewed individually and judged accordingly.

Even after payment has been received on accounts that have been turned over to the collection agency, Coronis Health will work with the agency to process payment of bills and/or submit these to the insurance companies on behalf of the agency/ patient should it be determined that the patient is eligible for benefits under the insurance.

Coronis Health concentrates on exhausting every possible avenue of collection before turning these accounts to collection agencies; we understand profit is lost when such methods are consistently employed. However, Coronis Health will consult with the Township of West Orange and establish guidelines as to when this approach will be used and to what extent.

CUSTOM INVOICES

Coronis Health is capable of customizing patient invoices to meet the needs of the Township of West Orange. These invoices can be designed and redesigned with ease.

REPORTING

Coronis Health understands the importance of being able to generate reports and the significance in interpreting these to maximize your revenue. Reporting financial data accurately is a business priority for an ever-increasing percentage of EMS companies, particularly in the complex and fast-paced industry. We are aware that the function of these generators is to pull up any field from any record in order to show it as a data item on a report. Coronis Health has the level of customization in their financial and revenue management reporting that your organization requires. We can provide any type of statement that is useful to communicate the activities performed. We provide true customization, enabling your Agency to view financial data according to the precise criteria you set. Not only does our reporting software come with a host of standardized reports, it also enables you to customize them. Following are samples of our standard reports, and customized patient data reports, as well as additional ones that you will find helpful as well as informative.



Coronis Health will provide the Township of West Orange with an extensive library of report options listed below as well as any requested customized reports. These reports are deliverable in the time frames and format deemed acceptable to each individual client.

Available reports include, but are not limited to, the following:

Monthly Reports:

- ⇒ Open Accounts Report
- ⇒ Closed Accounts Reports
- ⇒ Patient Summary Reports
- ⇒ Billing Receivables Reports
- ⇒ Collection Reports
- ⇒ Quarterly Trip Statistics
- ⇒ Contractor Reports
- ⇒ Medicare/ Medicaid Reports

Miscellaneous Reports:

- > Insurance, medical and/or commercial with company names
- > Medicare payments
- > Individual payments
- >Source of any other payments

CUSTOMER SERVICE

Coronis Health's staffing levels are sufficient to accommodate the anticipated call volume of the Township of West Orange with the over 60 members of the billing and collection department. Our staff is divided into three categories (Primary Billing Staff, Primary Backup Billing staff, and Secondary Backup Billing and Collections) in order to manage and support the services required by each department. Our billing system is fully integrated with EMS Charts, ESO, Safety Pad, Image Trend, Zoll, Emergency Reporting, Firehouse Software and others to facilitate expedient claims processing. A brief description of our staffing requirements and training is included below as an outline of Coronis Health's criteria. Over 75 municipalities, Hospital-based billing operations, and General Transport Ambulance Service is supported and assisted by Coronis Health's staff.



RECRUITING / TRAINING

Coronis Health routinely recruits new staff members through local nursing schools, First Aid and Rescue Squads, and vocational schools offering Medical Billing and Coding courses. Potential applicants meeting our hiring requirements are screened for medical terminology knowledge, data entry accuracy, and interpretation of sample E- PCRs to evaluate their ability to translate the E-PCR into a completed claim. Should the applicant demonstrate suitable proficiency in all areas, they are approved for training.

Coronis Health requires that all new employees have a minimum of two years relevant experience in medical billing, collections, or insurance claims processing, or have successfully completed an approved Medical Billing and Coding program. A suitable background of three or more years in direct patient care (preferably EMS) experience with strong medical terminology knowledge may be substituted for entry level positions. All employees are subject to a mandatory training period of no less than 80 hours regardless of experience. A minimum probationary period of 30 days for experienced staff, 90 days for entry level staff, under direct supervision of senior staff, enables us to ensure that all permanent staff members have demonstrated satisfactory knowledge and expertise to provide efficient, effective claims management skills. During this time, applicants are granted limited access rights to network information at read and write only levels. Should an applicant fail to achieve expected levels of competency throughout the training or probationary period, they will be terminated. Such applicants will not be permitted to re-apply for a period of no less than one year.

Permanent employees receive training updates on a regular basis to ensure that they are thoroughly knowledgeable in all areas of claims management. All personnel involved in claims management procedures are routinely audited and evaluated by supervisory personnel to ensure proper claims handling at all levels. Billing staff receive additional billing/coding training specific to the ambulance industry with focus on Medicare standards of documentation for medical necessity regarding emergent ambulance transports. Additionally, all employees, regardless of department, receive annual HIPAA compliance training.



Tab #3



TECHNICAL RESOURCES AND SOLUTIONS

COMPUTER HARDWARE AND SOFTWARE

Coronis Health uses CentralSquare Technologies Respond Billing platform, an on-line database for ambulance billing services that is HIPAA and Nemsis Gold Compliant. This software was created exclusively for EMS billing to provide an all-in-one solution for all phases of the process from start to finish. The software can also integrate with other CAD and EPCR systems for maximum adaptability. CentralSquare Technologies Respond Billing features include ePCR import via Nemsis or a proprietary ASCII format, insurance eligibility verification, electronic and paper insurance claims, patient invoices and dunning notices, credit posting, claims status reports, and customized financial provider reports. Additionally, the online software is housed in a Tier IV data center, ensuring maximum uptime, connectivity, and data protection.

Maintaining steady reimbursement for services provided is the key for all ambulance/medical transport services. Without a reliable, up-to-date ambulance billing software system, seemingly ever-changing rules and forms can make timely reimbursement difficult to achieve. Coronis Health utilizes Respond Billing due to its' recognized status as the industry leading ambulance billing software for reimbursement and collections. It offers a wide range of modules and detailed reporting options, and Respond Billing optimizes the billing process, improves payer intelligence, and ultimately increases our client's revenue. With these proper tools in place, Coronis Health's automated and streamlined process allows our staff to focus on critical tasks to service our clients with excellence.

Coronis Health's Respond Ambulance Billing information system includes:

- ⇒ "Real time," interactive information on all transactions. We will post all data immediately (rather than in batches)
- ⇒ The ability to process partial payments
- ⇒ The ability to process any time of payment adjustments, i.e. returned checks and refunds



Coronis Health will also provide the Township of West Orange with:

- Monitoring and auditing capabilities
- Customized Reports utilizing current data
- The ability to generate ad hoc reports and correspondence
- The ability to electronically transmit all EPCR information to and from Coronis Health
- The ability to complete Health Department-required EPCRs and other required information using hand-held devices in each ambulance.

Access to Coronis Health's database will always require a password-protected log-on procedure. Every user that accesses Coronis Health's database is mandatorily required to have a unique user identification (ID) and password. Coronis Health assures all our clients that only those employees specifically assigned to perform billing and debt collection services for the Township may be allowed access to the database of records to access patient accounts. Township will ensure that any ability to edit database information will also be restricted to individuals designated by Coronis Health and the Township. Coronis Health will restrict access using the same system of IDs and passwords described above. Coronis Health also represents that we will purge data from live information system and stored on CD-ROM/USB based on age as determined by the Township.

Interface

Coronis Health currently interfaces with all EMS EPCR companies, to include EMSCharts, Image Trend, ESO, Safety Pad, Zoll, Emergency Reporting, Firehouse Software and others. We utilize customized dashboards to interface directly with clients, which would allow the Township the opportunity to monitor performance and review A/R status reports.

Our billing software has the capability to configure billing export and import setup with many software vendors.



TRANSITION PLAN

The staff at Coronis Health takes pride in developing close working relationships with all our clients and should we have the privilege of being awarded the Township of West Orange contract, we anticipate working with the Township to transition the start-up of this EMS Ambulance Billing and Collections service effectively and efficiently.

The Transition Plan would include:

- Providing a staff member on-site as necessary to ensure effective initial training and start-up requirements
- Make recommendations to increase the Township EMS revenue generating capability
- Assist Township with deposits set up so payment deposits are directly placed in a special account
- Implementing HIPAA policies and procedures to insure PHI and ePHI security
- Establishing a responsive Customer Service department / call intake center
- Providing educational training to designated Township staff
- Provide a complete listing and description of all necessary EMT recorded information needed for a proper billing incident report
- Effective techniques on dealing with denials and appeals
- Training on the importance of internal Medical Necessity safeguards for Medicare claims submission to avoid the risk of a RAC audit

Coronis Health envisions fostering a professional relationship that continues long through both the initial contract as well as the transitional phases as we work hard to gain the ongoing trust of the Township of West Orange.



Project Timeline Approach

Coronis Health has successfully transitioned over 50 clients to our billing service. We have a proven track record of procedures to minimize the payment delays that accompany these changes. Unlike many other billing services, we understand that your former billing service will need to collect on the outstanding accounts they have previously billed. Our goal is to begin billing your accounts immediately to avoid interruptions in your cash flow, while not impeding the efforts of your previous vendor to continue collecting your receivables.

When Coronis Health becomes the contracted billing agency, clients receive a paperwork package with all necessary documents for Medicare, Medicaid, Railroad Medicare, commercial insurance, and electronic clearinghouses. Our collections specialists verify your company's information and provider numbers with major carriers. Your patient care reports are given top priority for billing system entry until all data is up to date. Our team members refer to this as the "Startup Blitz," a defined set of step-by-step procedures refined by years of successful client transitions. Most of our new client accounts begin billing within three days and realize little interruption in their cash flow thanks to these procedures.

To provide the services requested in this RFP, Coronis Health will furnish a startup package and obtain all required signatures to begin submitting claims on your behalf. Forms required for Medicare, Medicaid, and clearinghouse transitions will be forwarded to the appropriate agencies within one working day. Immediately upon receipt of patient care reports, a team of senior billing and prebilling specialists will be designated to verify and input all patient data. Our collections specialists will generate claims for submission within three working days and simultaneously begin the global commercial verification process. All claims for startups are closely monitored on the payer level until finalization to immediately adjust or correct any information required. When your transition has been successfully completed and all data input is up to date, we will perform the procedures defined within our scope of services on a daily basis to maintain your account.



Project Timeline Approach

Coronis Health has a blitz mentality when receiving a new customer. We are committed to a structured transition; our goal is to begin billing your claims immediately. Coronis Health intends to interact with the prior billing vendor if requested by Township of West Orange. A smooth transfer is critical to ensure the revenue flow remains uninterrupted. The bottom line is transition will not be an issue. We are experienced in this startup process and we urge you to please contact our references for our track record.

Prior to the “going live” billing date, Coronis Health will ensure that the startup package criteria and legal documents required are completed. The Coronis Health team will request a meeting with the West Orange EMS Coordinator to develop and ensure a direct line of communication. In the meeting, the Startup Package will be reviewed, and a chain of command established.

Jennifer Aldana, Director of New Account startup, has been assigned to develop and oversee a billing procedure for the Township of West Orange account. Jennifer will be the direct contact with the Township of West Orange EMS Coordinator.

Coronis Health startup package criteria will include:

- ☐ Obtaining required signatures to begin submitting claims
- ☐ Obtaining banking documents and account information
- ☐ Receiving copies of the NJDOH license
- ☐ Confirming individual vehicle licenses and NJDMV registrations
- ☐ Completing the Business Associate Agreement
- ☐ Reviewing the Township of West Orange EMS Patient Care Report
- ☐ Reviewing the Medicare signature requirement
- ☐ Reviewing current ambulance service rates and current billing agreements with ALS providers
- ☐ Establishing a secure and speedy delivery of PCR's and/or other billing documents
- ☐ The filing of a 45-day extension to Medicare, if requested by the Township of West Orange, so the prior billing vendor can continue processing Township of West Orange EMS claims.



Tab #4



STAFFING:

In early 2011 Coronis Health (**previous known as Revenue Guard**) upgraded its operations by the occupancy of its state-of-the-art secure finance/billing center at its current location in Morganville, New Jersey, which lies approximately 36 miles from the Township of West Orange NJ. This customized and highly secure center has allowed Coronis Health the physical space to match the unparalleled growth we have experienced during the past few years. Our staff over the past 3 years is comprised of over 60 employees, 5 managers and 3 supervisors holding full time status in order to handle the demands of our customers and meet their unique needs and concerns. Coronis Health's Executive Staff assigned with overseeing our EMS/Fire Division is comprised of leading EMS billing, revenue cycle recovery and EMS industry professionals that supervise every aspect of the business. Key Executive Staff include:

STEVEN LOURES, is the current President / CEO. He previously owned and operated a 160-vehicle emergency ambulance system named "MultiCare" from 1984 to 2002. It operated in the states of New York, New Jersey, and Pennsylvania. In New York they owned and operated a five-borough license (Keefe & Keefe) which was one of the first licensed ambulance services in the 5-borough dating back to the 1930's. In 2002, the business was sold to a national provider, Rural-Metro. From 2001-2007 Mr. Loures was the Vice-President of Rural-Metro, the country's largest private EMS service based in Scottsdale, Arizona serving as V.P. of Northeast Operations where he was responsible for the New York, New Jersey and Pennsylvania operations with an annual budget of \$127 million. His position there required him to handle all financial analysis and AR management oversight for EMS client's operations. He was required to review all accounts to maximize provider revenue and increase client cash-per-trip figures in both the EMS ambulance and fire service billing divisions. Mr. Loures was also a certified New Jersey paramedic and Member of the American Ambulance Association. He is also a commercial air ambulance pilot and a graduate of Embry Riddle University in Daytona Beach Florida.

STEPHANIE DALL, Chief Financial Officer of Coronis Health, has over 20 years' experience with public and privately held corporations in the EMS industry. Stephanie is experienced in Sarbanes-Oxley accounting standards and AR financial analysis. Her current responsibilities include managing SAS 70 accounting controls and compliance, IT commercial functions of new clients as well as financial reporting, and revenue analysis for clients. Stephanie provides financial and management as well as EMS metric reporting to our clients and oversees the day-to-day accounting and posting functions. She is also responsible to keep open communications with our clients as it pertains to their cash and revenue expectations and projections. Stephanie holds a Bachelor's of Science from Rutgers University in Accounting and Finance.



JENNIFER ALDANA. Jennifer serves as the Director of Revenue Cycle Management at Coronis Health. She has over 19 years' experience exclusively dedicated to ambulance revenue cycle billing and collections for public and private operations. Jennifer's responsibilities at Coronis Health include coordinating all functions related to pre-billing and claims processing for our clients. She ensures compliance with state and federal laws and regulations for managed-care payers and maintains ongoing knowledge of CMS rules and regulations. Jennifer has a proven record of maximizing revenue while limiting EMS denials. She is a CAC-certified Ambulance Coder and a CADS-certified Ambulance documentation specialist. She also performs documentation and medical necessity training for all Coronis Health clients and facilitates identification of issues and solutions by team members and monitors billing processes to determine revenue improvement opportunities. Jennifer studied Business Administration at Pace University in New York.

SUGEN COLINDRES serves as the Director of Collections for Coronis Health. Sugén has over 10 years of experience in the medical claim's management process, with a dedicated focus in the ambulance revenue cycle for the last 8 years. Sugén's responsibilities consist of developing strategic plans to reduce outstanding aging reports for claims while establishing policies and procedures that meet our companies' standards. Sugén ensures that her staff is educated in the ever-changing insurance policies by providing constant training and staff development. Her vision for the department is to continuously lead by developing an enthusiastic work environment and inspiring her team to achieve their potential and highest level of performance. Her continued goal is to design and implement processes to improve cash flow by efficiently appealing claims denials and monitoring cash flow. She is a CAC-certified Ambulance Coder. Sugén studied Biology at Douglass College, Rutgers University.

ASSIGNED PROJECT STAFF

As noted earlier, we enjoy a professional staff comprised of over 60 employees, 5 managers and 3 supervisors holding full time status in order to handle the demands of our customers and meet their unique needs and concerns. Should the Township of West Orange select Coronis Health as their Ambulance billing and Collection's services vendor, they will be working with our well-trained and certified EMS revenue recovery team.

Coronis Health's Director of Revenue Cycle Management, Jennifer Aldana, who would be the Team Lead for the Township of West Orange has over 19 years of experience in Ambulance Revenue Recovery. In addition to her experience, Jennifer has a proven track record of maximizing revenue for our clients, has been certified in the following: CACO (Certified Ambulance Compliance Officer) and CAPO (Certified Ambulance Privacy Officer).



CERTIFIED AMBULANCE CODER

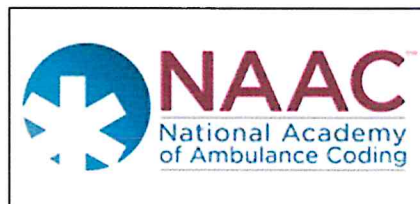
Who is the person coding and billing your EMS claims?

Coronis Health has understood for years that ambulance billing is a specialized and different aspect from other medical billing components. We are among the first in the state to embrace the Certified Ambulance Coder program offered by the National Academy of Ambulance Coding as part of their staff training and certification curriculum. This certification demonstrates a high level of knowledge and commitment to compliance in the ambulance billing profession. **All key members of our staff have completed this program and are all currently certified NAAC.**

We strongly urge prospective clients to review the staff experience of their current and future billing partners. Many third-party billing companies have difficulty finding qualified people to bill their claims. Coronis Health's greatest asset is our workforce; our billing staff are Certified Ambulance Coders and highly trained and very experienced in ambulance billing.

Jennifer Aldana is a Certified Ambulance Coder, and Coronis Health's Billing and Collections Director, she is the administrator for our clients' accounts, and manages all aspects of this process. Jennifer has 19 years of experience in ambulance revenue collections and has long-term relationships with all major payers. She will develop a specialized course of action and oversee all facets of the process as determined by our clients, their needs, and concerns.

Be assured that our experience, knowledge, and level of commitment to our clientele will be evident.





Tab #5



DETAILED PRIOR EXPERIENCE WITH PUBLIC SECTION CLIENTS SIMILAR IN SIZE AND SCOPE

Of our over 75 current customers, we serve Fire/EMS agencies, cities and municipalities as well as volunteer agencies. We also service most hospitals in the state New Jersey for their emergency paramedic operations.

Serving hospital systems has enabled Coronis Health to become a strong Public Sector EMS ambulance billing services provider as hospitals are extremely revenue and compliance conscious.

One of our clients in the higher range for call volume handles approximately **65,000** service calls per year¹. The range goes down from there. For example;

1 – We provide ALS and BLS ambulance billing services to Jersey City, the 2nd largest City in the State of New Jersey with a call volume of approximately 65,000;

2 – We provide ALS and BLS ambulance billing services for the City of Paterson Fire Department, the 3rd largest City in the State of New Jersey, with a call volume of approximately 40,000;

3 – We provide ALS and BLS to other major New Jersey Cities with varying degrees of call volume, including the City of Clifton with a call volume of 12,000, the City of Asbury Park with a call volume of over 5,000 and the City of Linden that also averages a call volume of 5,000 just to name a few.

We feel confident that the Township of West Orange will see from the above statistics that Coronis Health's public sector experience is extensive and demonstrates that we possess comprehensive expertise on how to provide billing and collections services to large public sector entities.

We have what it takes to provide the level of Ambulance billing and collection Services to the Township of West Orange that ensures the success you deserve.

¹We should also note that we provide EMS ambulance billing services to major private hospital systems such as Robert Wood Johnson/Saint Barnabas Health Care Systems with a call volume of over **100,000 responses per year**, Atlantic Ambulance Corp. with a call volume of over **75,000 responses per year** and Hackensack Medical Center with an annual call volume of **32,000 responses per year**.

Starting on March 1, 2022 Coronis Health will now be the authorized third-party billing and collections company for Cooper University Hospital.

Based on these statistics, Coronis Health feels extremely confident that we would successfully service the Township of West Orange's EMS's ambulance call volume for service.



This Reference List in this business proposal is strictly **PROPRIETARY AND CONFIDENTIAL** and is supplied with the understanding that it is to be used for the RFP process. This list should not be distributed or disclosed to any parties without Coronis Health's prior consent.

Fire/EMS References

City of Paterson Fire Department

300 McBride Ave

Paterson, New Jersey 07501

Fire Chief

973-321-1400

Township of West Orange Fire Department

66 Main Street

West Orange, New Jersey 07052

Fire Chief

973-325-4185

Belleville Fire Department

275 Franklin Avenue

Belleville, New Jersey 07109

Fire Chief

973-450-3375

Asbury Park Fire and Rescue

800 Main Street

Asbury Park, N.J. 07712

Chief

Kevin Keddy

732-775-6300

Jackson Township Emergency Medical Services

PO Box 516, Jackson NJ 08527

Al Couceiro

732-928-0278

Howell EMS

300 Old Tavern Rd Howell, NJ 07731

Peggy Doyle

732-938-4575 Ext 2850



Fire/EMS References - Continued

Lakewood Township
1555 Pine St, Lakewood NJ 08701
Crystal Van De Zilver
732-901-8487

Marlboro 1st Aid Squad
140 Windcrest Road, Marlboro NJ 07746
Michele Lewis
732-536-1166

North Plainfield Fire Department
8 Lincoln Place
North Plainfield N.J. 07060
Fire Chief
Willian Eaton
908-769-2935

Clifton Fire Department
900 Clifton Avenue
Clifton, NJ 07013
EMS Coordinator
973-470-5801

Hillside Fire Department
395 Hollywood Avenue
Hillside, New Jersey 07205
Fire Chief
908-352-1700

Oakhurst EMS
72 Larkin Place
Oakhurst N.J. 07755
EMS Chief
732-757-9808



Hospital References

Robert Wood Johnson University Hospital

1 Robert Wood Johnson Place.
New Brunswick, New Jersey 08903

Director of Patient Accounts
Peg Douglas Martino
Phone 732-690-5361

Hackensack University Medical Center

30 Prospect Ave
Hackensack, New Jersey 07505

Chief Financial Officer
Robert L. Glenning
Phone 201-996-3371

Holy Name Hospital
718 Teaneck Road
Teaneck, New Jersey 07666

Director of EMS
Mark Veenema
201-541-632

St Joseph's Healthcare System

700 Main Street
Paterson, New Jersey 07505

Director of MICU
Phone 973-754-2262



Hospital References -Continued

Hackettstown Regional Medical Center
651 Willow Grove St
Hackettstown, New Jersey 07840

Chief Financial Officer
Stella Visaggio
Phone 908-852-5100

Saint Clare's Health System
25 Pocono Road
Denville, New Jersey 07834

Executive Director of Emergency Services
Jan Bednar
973-625-6629

Atlantic Mobile Health/Atlantic Ambulance
Eagle Medical Transport

Manager
Glen Deitz
973-422-7972

Raritan Bay Medical Center
530 New Brunswick Ave
Perth Amboy, New Jersey 08861

Director of EMS
Mike Sample
Phone 732-324-4686



Client List

**Woodbridge Township Ambulance and Rescue Squad
P.O. Box 911
Iselin, New Jersey 08830**

**Borough of North Arlington
214 Ridge Road
North Arlington, New Jersey 07031**

**Old Bridge Township EMS
1 Old Bridge Plaza
Old Bridge, New Jersey 08857**

**Township of Union Fire Department
1 Bond Drive
Union, New Jersey 07083**

**Nutley Emergency & Rescue Squad
1 Old Bridge Plaza
Old Bridge, New Jersey 08857**

**Rutgers University EMS
PO Box 1077
Piscataway, New Jersey 08855**

**Lodi Volunteer EMS
72 Kimming Ave
Lodi, New Jersey 07040**

**Iron Bound EMS
399 New York Ave
Newark, New Jersey 07105**

**South River EMS
6 Thomas St
South River, New Jersey 08882**



Client List – Continued

**Union Emergency Medical Unit
2493 Vauxhall Rd
Union, New Jersey 07083**

**Freehold EMS
18 Spring Street
Freehold, New Jersey 07728**

**Hackensack Volunteer Ambulance Corps
205 State Street
Hackensack, New Jersey**

**Rochelle Park Ambulance Corps
151 West Passaic Street
Rochelle Park, New Jersey 07662**

**Morristown Ambulance Squad
PO Box 553
Morristown, New Jersey 07963**

**Cedar Knolls Fire Department
82 Ridgedale Avenue
Cedar Knolls, New Jersey 07927**

**River Road Rescue Squad
101 Shirley Parkway
Piscataway, New Jersey 08854**

**Raritan Valley Regional EMS
848 New Dover Road
Edison, New Jersey 08820**

**Avenel – Colonia First Aid Squad
105 Avenel Street
Avenel, New Jersey 07001**



Client List – Continued

**Cliffside Park EMS
525 Palisades Ave
Cliffside Park, New Jersey 07010**

**Montclair Ambulance Unit
95 Walnut St
Montclair, New Jersey 07042**

**Little Falls Fire/EMS
60 Wilmore Rd
Little Falls, New Jersey 07424**

**Dover Fire/EMS
37 N Sussex St.
Dover, New Jersey 07801**

**Maple Shade First Aid Squad
44 S Maple Ave
Maple Shade, New Jersey 08052**

**Roselle Fire/EMS
725 Chestnut St.
Roselle, New Jersey 07203**

**Mansfield EMS Inc.
301 Airport Rd.
Hackettstown, New Jersey 07840**

**Borough of Belmar
414 9th Ave
Belmar, New Jersey 07719**

**Little Ferry First Aid Corps
95 Main St
Little Ferry, New Jersey 07643**



Client List – Continued

**Beechwood EMS
1600 Pinewood Rd
Beachwood, New Jersey 08722**

**South Toms River Volunteer
First Aid and Rescue Squad
401 Dover Rd
Toms River, New Jersey 08757**

**Lanoka Harbor EMS
305 Manchester Ave
Lanoka Harbor, New Jersey 08734**

**Milford-Holland Rescue Squad
151 Waters St
Milford, New Jersey 08848**

**Lebanon Volunteer Fire Department
532 West Hill Road
Glen Gardner, New Jersey 08826**

**Cresskill Fire/EMS
51 Madison Ave
Cresskill, New Jersey 07626**

**Sparta Ambulance Services
14 Sparta Ave
Sparta, New Jersey 07871**

**Middletown EMS
1 Penelope Ln
Middletown, New Jersey 07748**

**West Paterson First Aid Squad
23 Rose Place
Woodland Park, New Jersey 07424**



Client List – Continued

**Mountainside Rescue Squad
1399 Route 22 East
Mountainside, New Jersey 07092**

**Dunellen Rescue Squad
415 North Ave
Dunellen, New Jersey 08812**

**East Brunswick Rescue Squad
346 Cranbury Rd
East Brunswick, New Jersey 08816**

**North Brunswick
880 Ridgewood Ave
North Brunswick, New Jersey 08902**

**Port Reading First Aid Squad
916 West Ave
Port Reading, New Jersey 07064**

**Bayshore EMS
260 Church St
Aberdeen, New Jersey 07742**

**Bloomfield EMS
1 Municipal Plaza
Bloomfield, New Jersey 07003**

**Carteret Fire/EMS
240 Roosevelt Ave
Carteret, New Jersey 07008**

**Jamesburg EMS
131 Perrineville Rd
Jamesburg, New Jersey 08831**



Client List – Continued

**Long Branch First Aid and Safety Squad Corp,
134 Belmont Avenue
Long Branch, NJ 07740**

**Union County EMS
400 North Avenue East
Westfield, 07090**

**Ventnor City Fire Department
6201 Atlantic Avenue
Ventnor City, NJ 08406**

**Quakertown Fire District
Division of EMS
67 Quakertown Road
Pittstown, N.J. 08867**

**Millstone Fire District
461 Stagecoach Road
Millstone NJ 08510**

**Township of North Bergen EMS
4233 Kennedy Blvd
North Bergen, N.J. 07047**

**City of Vineland EMS
625 Plum St
Vineland, N.J. 08362**

**City of Linden
302 South Wood Avenue
Linden, N.J. 07036**

**City of Margate
1 South Washington Avenue
Margate, N.J. 08402**



**Township of Brick Police Department
401 Chambers Bridge Road
Brick, N.J.08723**

**Voorhees Township Fire Department
2002 S. Burnt Mill Road
Voorhees, NJ 08043**

**Manchester Township
1 Colonial Drive
Manchester, NJ 08759**

**Borough of Elmwood Park
182 Market Street
Elmwood Park, NJ 07407**

**Parsippany Troy EMS
1130 Knoll Road
Lake Hiawatha, NJ 07034**

**West Windsor Fire/Emergency Services
45 Sean Kehler Way
West Windsor, NJ 08550**

**Wanamassa First Aid Squad
1401 Wickapecko Drive
Ocean Township, NJ 07712**



Tab #6



Cost Proposal

Start-up costs:

There are no startup costs to the Township of West Orange.

Service cost:

Coronis Health will charge a fee as listed on the proposal form on the next page for all revenue collected for the term of this proposal.

Company: **Coronis Health RMC, LLC**

Date: November 17, 2022

Authorized Representative (Print): **Steve Loures**

Signature: _____ Title: **President**

Telephone #: 732-598-0474

E-mail: jenniferaldana@coronishealth.com

TOWNSHIP OF WEST ORANGE

THIRD PARTY BILLING FOR EMERGENCY AMBULANCE SERVICES

PROPOSAL FORM

The Township of West Orange is seeking an incentive based scale to maximize the collection of the billable ambulance services. An example is provided below.

Example:	Percentage	Range of Collections by Vendor		
	5 %	\$ 0	to	\$100,000.00
	10 %	\$101,000.00	to	\$200,000.00

Percentage increases to be paid by the Township would be based on total collections over a 12 month period. The undersigned hereby agrees to furnish all services, labor, materials, supervision, equipment, and other means as necessary to perform all the work in accordance with these specifications.

8 %

\$ 0 to 750,000.00

10 %

\$ 751,000.00 to 1,000,000.00

11 %

\$ 1,000,001.00 to 1,500,000.00

11 %

\$ 1,551,000.00 and above

Authorized Signature

Company Name

Date

Telephone Number

Print Name & Title

Address

City, State, Zip



Tab #7



Contact Person

Jennifer Aldana

Senior Director of Revenue Cycle Management

50 Route 9 North, Building B
Morganville, NJ 07751

JenniferAldana@CoronisHealth.com

Cell: 732-598-0474

Office: 866-624-0900 Ext: 2321

Fax: 732-588-0929



Workers Compensation

Coronis Health has Workers' Compensation and Employees' Liability Insurance that is in accordance with New Jersey Law.



Statement of Professional Practice

Coronis Health the Company nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from performing professional practice by any Federal, State, or local agency specifically the Medicare and Medicaid programs.



Description of Office Location:

Coronis Health's office is located at 50 Route 9 North Bldg. B Morganville N.J.

In the beginning of 2011 Coronis Health (**previously known as Revenue Guard**) upgraded operations and now operate out of a 10,000 square foot state-of-the-art secure finance/billing center located at 50 Route 9 North Morganville, NJ 07751 which is approximately 36 miles from the Township of West Orange. For our customers' convenience, we have over 20 phone lines and our calls are answered in under 2 minutes. Our toll-free number is (866) 624-0900 and fax is (732) 640-1138. This new center has allowed Coronis Health the physical space to match the unparalleled growth we have earned during the past few years. Our staff is comprised of over 60 employees, 5 managers and 3 supervisors holding full time status in order to handle the demands of our customers and meet their unique needs and concerns.

Coronis Health's Executive team and staff members will be and are available for meetings, conferences, training, and other emergency response at either our facility or at the Township of West Orange facilities upon request.



Statement and Representation that all Services are performed in the United States:

Coronis Health represents that all our services to be performed as part of this RFP will be performed within the United States of America.



Statement to Comply with General Terms and Conditions:

Coronis Health agrees to comply with all the General Terms and Conditions required by the Township of West Orange and agrees to enter into the Township of West Orange Standard of Professional Services Contract.



Certification Statement

Coronis Health is providing assurance with a certification statement that we are committed to complying with the Standards for Privacy or Individually Identifiable Health Information (the Privacy Rule) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and has developed and implemented internal practices, books, and records relating to the use and disclosure of Protected Health.



Lawsuit Statement

Coronis Health has no past or present lawsuits filed against our firm.



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATION AS A QUALIFIED THIRD-PARTY BILLING SERVICE

Trenton, NJ
August 17, 2021

I, Marlene Caride, Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify that

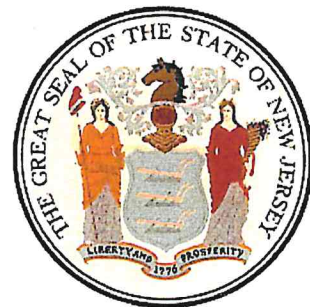
Coronis Health RCM, LLC
Certification # 515025836

has complied with all the requirements of N.J.S.A. 17B:27B-1 of the "Revised Statutes" of this State with respect to operating as a third-party billing service and is duly authorized to operate as such in this State on and after August 17, 2021 unless and until such authority is suspended or revoked pursuant to N.J.S.A. 17B:27B-5.

IN TESTIMONY WHEREOF, I have hereunto
set my hand and affixed my Official Seal,
at Trenton, NJ, the day and year above written.

A handwritten signature in blue ink, appearing to read "M. Caride".

Marlene Caride
Commissioner of Banking and Insurance





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CORONIS HEALTH RCM, LLC

Trade Name:

Address: 5963 EXCHANGE DRIVE STE 114
SYKESVILLE, MD 21784

Certificate Number: 2600268

Effective Date: June 21, 2021

Date of Issuance: June 23, 2021

For Office Use Only:

20210623120113972

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.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Coronis Health LLC	
	2 Business name/disregarded entity name, if different from above Coronis Health RCM, LLC	
	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) P 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) P	
	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. 5963 Exchange Drive, Ste 114	Requester's name and address (optional)
	6 City, state, and ZIP code Sykesville, MD 21784	
	7 List account number(s) here (optional)	

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	2	-	1	5	5	0	4	9
7								

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 **10/18/2022**

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.

Certification 64860

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-AUG-2021** to **15-AUG-2024**

**CORONIS GLOBAL
5963 EXCHANGE DR
SYKESVILLE**

MD 21784



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO

State Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. One Liberty Square, Suite 600 Boston MA 02109	CONTACT NAME: Dan McMullen PHONE (A/C, No, Ext): 617-658-7103 E-MAIL ADDRESS: dcmullen@woodruffssawyer.com FAX (A/C, No):																					
INSURED Coronis Health, LLC (See Below for Full Named Insured Listing) 5963 Exchange Drive, Suite #114 Sykesville MD 21784	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER B:</td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER C:</td><td>Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Company	19682	INSURER B:	Hartford Casualty Insurance Company	29424	INSURER C:	Trumbull Insurance Company	27120	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Trumbull Insurance Company	27120																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 2133032501**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	08UUNBB1832	7/24/2022	7/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ LIMITED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		08UENBB9182	7/24/2022	7/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		08XHUBB1412	7/24/2022	7/24/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	08WEAG9B1U	7/24/2022	7/24/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:
CORONIS HEALTH RCM, LLC
SUPPORTMED, LLC
CORONIS GLOBAL, LLC
CRT MEDICAL SYSTEMS, INC.
M.L. MEDICAL BILLING COMPANY
MEDICAL BILLING UNLIMITED, INC.
CORONIS GLOBAL, INC.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.nj.gov

FORM BE

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement December 6, 2021 Activity for Calendar Year 2021 ☐ Check if Amendment

Part 2: Business Entity Information

Business Name Coronis Health RCM, LLC

Business Type Other Business Organization

Address 1 5963 Exchange Drive

Address 2 _____

City Sykesville State Maryland Zip 21784

*(Area Code) Telephone Number _____

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Vlad Last Name Busko

Title/Position Staff Accountant Date December 6, 2021

*(Area Code) Telephone Number 410-753-3358

☒ Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.



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NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
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Tab #8

TOWNSHIP OF WEST ORANGE

BIDDER'S CHECK LIST

Mandatory Items

- Completed Bid Proposal Form SL
- Business Registration Certification SL
- Public Works' Contractors
Certification (if applicable) SL/N/A
- Stockholders Disclosure
Statement SL
- Affirmative Action Compliance
Notice SL
- Bid Deposit SL
- Surety for Performance Bond
(If applicable) SL/N/A
- Iranian Disclosure Form SL
- Acknowledgement of Addenda SL
- Township Political Contribution Statement SL

Please provide two (2) additional copies of entire bid package, one of which can be on a flash drive. Please review your proposal carefully before submitting.

TOWNSHIP OF WEST ORANGE

THIRD PARTY BILLING FOR EMERGENCY AMBULANCE SERVICES

PROPOSAL FORM

The Township of West Orange is seeking an incentive based scale to maximize the collection of the billable ambulance services. An example is provided below.

Example:	Percentage	Range of Collections by Vendor	
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	10 %	\$101,000.00	to \$200,000.00

Percentage increases to be paid by the Township would be based on total collections over a 12 month period. The undersigned hereby agrees to furnish all services, labor, materials, supervision, equipment, and other means as necessary to perform all the work in accordance with these specifications.

8 %

\$ 0 to 750,000.00

10 %

\$ 751,000.00 to 1,000,000.00

11 %

\$ 1,000,001.00 to 1,500,000.00

11 %

\$ 1,551,000.00 and above

Authorized Signature

Company Name

Date

Telephone Number

Print Name & Title

Address

City, State, Zip

Steven Loures / President

50 US Highway 9N, Bldg-B

Morganville, N.J. 07751

Coronis Health Partners LLC

11-14-22

732-598-0474

TOWNSHIP OF WEST ORANGE

Email Address

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CORONIS HEALTH RCM, LLC

Trade Name:

Address: 5963 EXCHANGE DRIVE STE 114
SYKESVILLE, MD 21784

Certificate Number: 2600268

Effective Date: June 21, 2021

Date of Issuance: June 23, 2021

For Office Use Only:

20210623120113972

TOWNSHIP OF WEST ORANGE

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Name of Business: Coronix Health RCM, LLC

Address of Business: 50 US Highway 9N, Bldg B, Morrisville, N.J. 07751

Name of person completing this form: Stephen Loures

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

TOWNSHIP OF WEST ORANGE

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☒ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Complete, sign and notarize the form below. (Please attach additional sheets if more space is needed):

TOWNSHIP OF WEST ORANGE

Name Cornelis Health, LLC

Name _____

Address 5963 Exchange Drive

Address _____

Suite 114, Sykesville, MD 21784

Name _____

Name _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____

TOWNSHIP OF WEST ORANGE

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."



Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR



Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND



Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Raven RCM Intermediate Holding, LLC (sole member of Corvus Health LLC)
5962-Exchange Drive, Suite 114, Sykesville, MD 21784

Subscribed and sworn before me this 14th day of
November 2022.

(Notary Public)

My Commission expires: 9-26-2027

State of NJ
County of Monmouth


(Affiant)

Steven Linder President
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

TOWNSHIP OF WEST ORANGE

SCHEDULE A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) -- N.J.A.C. 17:27 -- GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, 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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 or sex. Such action 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

(cont.)

TOWNSHIP OF WEST ORANGE

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & BEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

TOWNSHIP OF WEST ORANGE

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A. C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, *et seq.*, and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.)

No

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ {If yes, submit a copy of such approval.)

No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, *et seq.*, and agrees to furnish the required documentation pursuant to the law.

COMPANY: Coronis Health PCM LLC NAME: Steven Loures

SIGNATURE: [Signature] TITLE: President

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within the time frame stipulated.

Certification 64860

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-AUG-2021 to 15-AUG-2024

CORONIS GLOBAL
5963 EXCHANGE DR
HYKESVILLE

MD 21784



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

TOWNSHIP OF WEST ORANGE

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "Township") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. to the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. the bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. the bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Dated:

(Signature)



(Name and Title)

Steven Loures / President

(Company Name)

Corvus Health RCM, LLC

(Address)

50-45 Highway 9N, Bldg B

(City, State, Zip Code)

Morristown, N.J. 07751

(Corporate Seal)

Subscribed and sworn to before me

this

14th

day of

November

, 20 22

Notary Public of the State of New Jersey



My Commission expires 09-26-2027

State of NJ

County of Monmouth

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Corning Health RCM, LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- ☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange,
Continued...

State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Steven Louie S Signature: [Signature]
Title: President Date: 11-17-12

TOWNSHIP OF WEST ORANGE
Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised
General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.¹

<u>Name of Individual/Entity Making Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient of Contribution</u>	<u>Date of Contribution</u>

If you have <u>NOT</u> made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE
	

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Robert D. Parisi; Councilwoman Cindy Matute-Brown, Councilman Bill Rutherford; Councilwoman Susan McCartney, Councilwoman Michelle Casalino; and Councilwoman Tammy Williams.

Coronis Health PCIT, LLC
Company Name


Authorized Signature

Steven Louder
Printed Name

11-14-22
Date

TOWNSHIP OF WEST ORANGE

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was received.

Acknowledged for: Corvus Health PCMA, LLC
(Company Name)

By: [Signature]
(Signature of Authorized Representative)

Name: Steven Loure
(Print)

Title: President

TOWNSHIP OF WEST ORANGE

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Coronis Health PCMA, LLC
Print

Name of Contact Person: Jennifer Alderman
Print

Correspondence Address (including zip code):

50 - Route 9 North, Bldg B
Morristown, N.J. 07751

Purchase Order Address (including zip code):

Payment Address (including zip code):

Telephone Number: 732-598-0474

Fax Number: 732-588-0429

E-mail Address: Jennifer.Alderman@CoronisHealth.com

Employer I.D. or S.S. # 82-1550497

TOWNSHIP OF WEST ORANGE

COMPETITIVE CONTRACT REPORT

FOR THIRD PARTY BILLING FOR AMBULANCE SERVICES PROVIDED BY THE WEST ORANGE FIRE DEPARTMENT

Overview

The Township of West Orange (the “Township”) is authorized to provide Ambulance Services for the residents of the Township and others within its boundaries under the general police powers granted pursuant to N.J.S.A. 40:48-2. The Township utilizes the West Orange Fire Department to provide these Ambulance Services. The Township requires a company to administer billing services for these Ambulance Services provided by the West Orange Fire Department.

Pursuant to N.J.S.A. 40A:11-4.1(n) of the Local Public Contracts Law, contracting units are authorized to utilize competitive contracting for the procurement of emergency medical billing services.

On April 9, 2013, the Township Council adopted Resolution #74-13 authorizing the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.3 for the procurement of a contract for emergency transport third party billing services.

On October 26, 2022, the Township issued a Request for Competitive Contracting Proposals for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department (the “RFP”). The RFP required that the awarded vendor would process Patient Care Forms generated by the West Orange Fire Department and directly bill patients utilizing the Ambulance Services provided by the West Orange Fire Department and collection services only through the patient’s or patients’ insurance company or companies. The RFP required that each proposal contain a term for thirty-six (36) months with a possible two-year extension. Each proposal was required to include a Revenue Percentage of all collected billing representing the vendor’s payment for services under the contract.

On November 17, 2022, the Township received only one (1) proposal from:

1. Coronis Health (“Coronis”)
50 Route 9, North
Morganville, NJ 07751

Coronis is the incumbent vendor providing the Third-Party Billing for Ambulance Services for the Township after it incorporated RevGuard who had previously contracted with the Township for these services. The Coronis proposal included a proposed Revenue Percentage as follows:

Percentage	Range of Collections by Vendor
8%	\$ 0 up to \$750,000

10%	\$750,001 up to \$1,000,000
11%	\$1,000,001 up to \$1,500,000
11%	\$1,500,001 and above

Based upon the receipt of only a single proposal, the Township's Qualified Purchasing Agent reviewed and evaluated the proposal in lieu of utilizing an evaluation committee to score proposals submitted in response to the RFP.

Per the Qualified Purchasing Agent's review of the Coronis proposal there were no material defects that barred the Township from awarding the Contract to Coronis.

On November 21, 2022, the Qualified Purchasing Agent spoke with Fire Chief Anthony Vecchio from the West Orange Fire Department to confirm that there were no issues or problems with Coronis' prior performance of the Contract.

Conclusion/Recommendation

Based on the receipt of a single proposal from Coronis and no defects or prior negative history with Coronis, the Qualified Purchasing Agent recommends that the Contract for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department be awarded to Revenue Guard for a thirty-six (36) month term with a possible two-year extension.

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2700-22**

BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$285,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$271,400 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The entire body of Bond Ordinance Number 2669-21 of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), entitled "**BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$160,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$152,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF**", is hereby amended and restated to the extent and with the effect as set forth below:

“SECTION 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a local improvement to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") pursuant to N.J.S.A. 40:56-1 et seq. and the cost of said improvement or purpose shall be assessed on the properties benefitted thereby. For the improvement or purpose stated in Section 3, there is hereby appropriated the amount of \$285,000, including the amount of \$13,600 as the down payment (the "Down Payment") for the improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). Said down payment is now available therefor by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements and to meet the \$285,000 appropriation not provided for by the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$271,400 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$271,400 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued is for the installation of a sanitary sewerage system and associated laterals to properties located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue, known as Block 175.08, Lots 8, 9 and 12 and Block 175.14, Lots 1, 2 and 3, as referenced on the official tax map of the Township (the

“Assessed Properties”), all as shown on and in accordance with plans on file in the Office of the Township Clerk, which plans are hereby approved. Such improvements shall also include, as applicable, the acquisition of rights-of-way, excavation, installation of sanitary sewer mains, associated laterals, sewer pipes and all piping and valves associated therewith, site restoration, repaving and landscaping, engineering and design work and also including all work, materials, labor and appurtenances necessary therefor or incidental thereto. The Assessed Properties are also on file in the office of the Township Clerk and are hereby incorporated in this bond ordinance as if more fully set forth herein.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is \$271,400.

(c) The estimated cost of said improvement or purpose is \$285,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the aggregate amount of \$271,400, is the down payment for said improvement or purpose in the amount of \$13,600.

(d) The estimated total cost of the improvement or purpose to be assessed against the Assessed Properties is \$171,000.

(e) The estimated total cost of the improvement or purpose to be contributed and borne by the Township is \$114,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of

Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Township shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable, for the Township. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget of the Township, a revised capital or temporary capital budget for the Township has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes which the Township may lawfully undertake as local improvements, the cost of which has been or shall be specially assessed on the Assessed Properties, which Assessed Properties shall be specially benefited thereby.

(b) The Township will contribute \$114,000 to the cost of the improvement or purpose described in Section 3 hereof, and the Assessed Properties will contribute \$171,000 to the cost of the improvement or purpose described in Section 3 hereof.

(c) The number of annual installments in which the special assessments may be paid is twenty (20) years.

(d) The estimated maximum amount of special assessments shall be \$171,000.

(e) At least seven (7) days prior to such time fixed for further consideration for final passage of this bond ordinance, a copy of this bond ordinance, together with a notice of the introduction hereof, and the time and place, when and where this bond

ordinance will be further considered for final passage shall be mailed to the person whose land may be affected by this bond ordinance or any assessments which may be made in pursuance thereof, so far as the same may be ascertained, to his/her last known post office address.

(f) The period of usefulness of the improvements within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is forty (40) years.

(g) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$271,400 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(h) An aggregate amount not exceeding \$25,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements or purposes described herein.

(i) If the amount of the assessments on the Assessed Properties is greater than \$171,000, then the Township will contribute the difference of such increased assessment and the increased cost of the improvement or purpose, such difference to be financed by the issuance of general improvement bonds or notes of the Township. If the amount of the assessments on the Assessed Properties are less than \$171,000, then the

Township shall pay its proportionate share of the costs of the improvements in amount which shall be 2/5 of the total cost of the improvements or purposes.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable properties located within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein have been or are reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the Township, or any member of the same "Controlled Group" as the Township, within the meaning of Treasury Regulation Section 1.150-1(e), pursuant to its budget or financial policies with respect to any expenditures to be reimbursed. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2.

SECTION 10. The Township covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all tax-exempt bonds and notes issued under this ordinance."

Section 2. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: November 22, 2022

KAREN J. CARNEVALE,
Municipal Clerk

ADOPTED ON SECOND READING
DATED: December 6, 2022

KAREN J. CARNEVALE,
Municipal Clerk

TOWNSHIP OF WEST ORANGE

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE 2700-22 and SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on November 22, 2022. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Township's Municipal Building, 66 Main St, West Orange, NJ 07052 on December 6, 2022 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$285,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$271,400 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF
Purpose(s):	Installation of a sanitary sewerage system and associated laterals located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue on Block 175.08, Lots 8, 9 and 12 and Block 175.14, Lots 1, 2 and 3, as referenced on the official tax map of the Township as identified and described in <u>Schedule A</u> attached hereto.
Appropriation:	\$285,000
Bonds/Notes Authorized:	\$271,400
Down Payment:	\$13,600
Section 20 Costs:	\$25,000
Useful Life:	40 years

ATTACH SCHEDULE A LIST OF PROPERTIES TO BE ASSESSED

This Notice contains a description of the properties affected by the bond ordinance (See Schedule A attached hereto), a description of the improvement to be undertaken along such properties (See Number 1 below), and a statement of the percentage of the cost to be borne by the owner or owners of such properties (See Number 2 below). The cost of the improvement is being borne, in full, by the owners of the real properties set forth in Schedule A attached hereto. Such owners may undertake the improvement at their own expense; provided that such improvement shall be completed by the property owner within thirty (30) days after service of this notice. However, unless the owner or owners complete the improvement within thirty (30) days after service of this notice, the Township will make the improvement at the expense of the owner or owners. This Notice of Pending Ordinance is being served, in accordance with the provisions of N.J.S.A. 40:65-2 to N.J.S.A. 40:65-6, upon every person whose lands may be affected by this bond ordinance or any assessments which may be made in pursuance thereof. The proof of such service shall

be filed with the officer of the Township in charge of the records of tax liens of the Township within ten (10) days after service thereof.

1. **Description of the Improvement:** Construction of a sanitary sewerage system of the Township of West Orange must be extended into Mellon Avenue between Cleveland Terrace and Kitchener Avenue to service five lots along that street that do not have sanitary sewer service, including two lots with building improvements that currently have subsurface underground individual sewage disposal systems, commonly known as septic systems, as identified and described in **Schedule A** attached hereto and by this reference hereby incorporated herein (the "Project"), which properties are owned by private persons. The improvements and purposes provided in the bond ordinance shall also include, but not be limited to, site excavation and restoration, tree and root removal, grass seeding, tree planting and other landscaping improvements, incidental roadway repaving and patching, all engineering and design work, preparation of plans and specifications, permits, bid documents, contract administration, work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.
2. **Percentage of the Cost To Be Borne By The Property Owners Set Forth in Schedule A:** The costs to be borne by the property owners is approximately 66.67% or 2/3 of the total costs of the Project, as 3 out of the 5 properties affected by the Assessments are privately owned and the remaining two properties are owned by the Township.

KAREN J. CARNEVALE, Municipal Clerk

TOWNSHIP OF WEST ORANGE

PUBLIC NOTICE

BOND ORDINANCE 2700-22 STATEMENT and SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on December 6, 2022 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$285,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$271,400 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF

Purpose(s): Installation of a sanitary sewerage system and associated laterals located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue on Block 175.08, Lots 8, 9 and 12 and Block 175.14, Lots 1, 2 and 3, as referenced on the official tax map of the Township as identified and described in **Schedule A** attached hereto.

Appropriation: \$285,000

**Bonds/Notes
Authorized:** \$271,400

Down Payment: \$13,600

**Section 20
Costs:** \$25,000

Useful Life: 40 years

ATTACH SCHEDULE A LIST OF PROPERTIES TO BE ASSESSED

**KAREN J. CARNEVALE,
Municipal Clerk**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the ordinance entitled,

“BOND ORDINANCE PROVIDING FOR THE CONSTRUCTION OF A SYSTEM OF SANITARY SEWERAGE WITHIN MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$285,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$271,400 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND THE SPECIAL ASSESSMENT OF THE COST THEREOF”,

there was available as a down payment for the improvements authorized by said bond ordinance the amount of \$13,600, which sum was made available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

JOHN GROSS,
Chief Financial Officer

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on November 22, 2022 at 7:00 p.m. at the Township's Municipal Building, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2022.

(SEAL)

KAREN J. CARNEVALE,
Municipal Clerk

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of West Orange , in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on December 6, 2022, at 7:00 p.m. at the Township's Municipal Building, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2022.

(SEAL)

KAREN J. CARNEVALE,
Municipal Clerk

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the duly appointed Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on November 22, 2022 and finally adopted on December 6, 2022.

2. After introduction, the bond ordinance was published as required by law on _____, 2022 in The Star Ledger.

3. Following the passage of the bond ordinance on first reading, and at least ten (10) days prior to a public hearing thereon, and further consideration and final adoption thereof, I caused a summary of the bond ordinance together with Schedule A and a notice of the pendency of this bond ordinance to be given in accordance with N.J.S.A. 40:65-6, and the time and place, when and where the bond ordinance was to be further considered for final adoption, to be: (i) published in its entirety in a newspaper (meeting the qualifications of N.J.S.A. 40:49-1 et seq., N.J.S.A. 40A:2-19 and N.J.S.A. 35:1-2.2) and, **if applicable**, and (ii) served, in accordance with the provisions of N.J.S.A. 40:65-2 to N.J.S.A. 40:65-6, upon every person whose lands may be affected by the bond ordinance or any assessments which may be made in pursuance thereof.

4. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said ordinance, including Schedule A, and a notice that copies of the ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the ordinance by the governing body. Copies of the ordinance and Schedule A were made available to all who requested same.

5. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2022 (if applicable) and was duly published as required by law on _____, 2022 in The Star Ledger. No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

6. The ordinance has not been amended, added to, altered or repealed and said ordinance is now in full force and effect.

7. A certified copy of this bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey as applicable.

8. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 20__.

(SEAL)

KAREN J. CARNEVALE,
Municipal Clerk

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township as of November 22, 2022, that such Supplemental Debt Statement was filed in my office on November 22, 2022 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2022.

KAREN J. CARNEVALE,
Municipal Clerk

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER
7, TRAFFIC, SUBSECTION 7-29.1, SPEED LIMITS, GENERAL,
OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that the Speed Limit on Rock Spring Road between Northfield Avenue and the end of the roadway, a Township Road, be established at 20 miles per hour pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to establish a Speed Limit of 20 Miles per hour on Rock Spring Road between Northfield Avenue and the end of the roadway, a Township Road, pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-29.1, Speed Limits, General, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions Of N.J.S.A. 39: 4-140 (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Direction	Speed Limit	Location
Rock Spring Road	Both	20mph	From Northfield Avenue to End.

Section 4. If any provisions of the Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2.

Section 7. This Ordinance is subject to the consent, by Resolution, of the Essex County Commissioners.

Robert D. Parisi, Mayor

Susan McCartney, Council President

Karen J. Carnevale, R.M.C., Municipal Clerk

Introduced: December 6, 2022

Adopted: December 20, 2022

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, establishes a Speed Limit of 20 miles per hour (mph) on Rock Spring Avenue, between Northfield Avenue and the end of roadway at the Rock Spring Golf Course, a Township Road. The Municipal Engineer reviewed data on vehicular speeds and vehicular volumes along Rock Spring Road. The Municipal Engineer under his Professional Engineer's License GE026706 determined the criteria of the New Jersey Department of Transportation and N.J.S.A. 39:4-8(b) were met to establish a Speed Limit of 20 mph.



STAT TRACKER REPORT

DATES: 10/06/2022 to 10/27/2022

LOCATION: 14 Rock Spring Rd

DIRECTION: Southbound

Total Vehicles 5,073 Avg Vehicles 217

AVG SPEED 20.5

85% SPEED 24.0

DIRECTION: Northbound

Total Vehicles 6,527 Avg Vehicles 284

AVG SPEED 22.9

85% SPEED 26.0

**AN ORDINANCE AMENDING CHAPTER 2, SECTIONS 7.1, 10.1 AND 14.4 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(DEPARTMENTS, BOARDS AND COMMISSIONS AND DIRECTOR OF PUBLIC WORKS;
DUTIES OF DEPARTMENT; DESIGNATION OF APPROPRIATE AUTHORITY)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE**, in the County of Essex and State of New Jersey, that Chapter 2, Sections 7.1, 10.1 and 14.4 of the Revised General Ordinances is hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to provide certain authorities for certain appointments for efficiency purposes.

II. CHAPTER 2 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-7.1 Departments, Boards and Commissions

There shall be the following departments, boards and commissions and such other boards and commissions as maybe created, continue or reconstituted by Charter or Code in the Township.

- a. Departments.
 - 1. Department of Administration and Finance.
 - 2. Department of Law.
 - 3. Department of Public Works.
 - 4. Department of Planning and Development.
 - 5. Department of Police.
 - 6. Department of Fire.
 - 7. Department of Health and Welfare.
 - 8. Department of Recreation and Cultural Affairs.
 - 9. *Department of Engineering*

2-10.1 Director of Public Works; Duties of Department

- a. There shall be a Department of Public Works, the head of which shall be the Director of Public Works. Prior to his/her appointment, the Director shall be a Certified Public Works Manager (CPWM) of the State of New Jersey, and have at least four years of responsible experience in public works administration.

b. At any time wherein the position of Director of Public Works is vacant the duties of the Director of Public Works, in part or in total, may be performed by a Deputy Department Head of Public Works. He/she shall receive such compensation as may be fixed by ordinance.

c. The Department shall:

1. Be responsible for all matters relating to the construction, management, maintenance and operation of the physical properties of the Township other than office supplies, furniture and equipment.
2. Direct and supervise the preparation of plans and specifications and the letting and performance of contracts for all Township public works or improvements.
3. Provide all engineering and mechanical services required by any department, office or agency of the Township government, except as otherwise directed by the Mayor or Business Administrator.

Any references within this section to a Director of Public Works shall mean the Director of Public Works or a Deputy Department Head of Public Works acting as the Director of Public Works.

2-10.2 Division of Engineering. Should be deleted in its entirety

2-18.2 Department of Engineering

There shall be a Department of Engineering, the Director of which shall be the Township Engineer. Under the direction and supervision of the Director, shall:

a. Prepare, or cause to be prepared, plans and specifications for public works and improvements undertaken by the Township, either on force account or by public contract.

b. Supervise the performance of contracts for public works, the amounts due and payable thereunder.

c. Provide and maintain surveys, maps, plans, specifications and operating records with respect to public works and facilities owned or operated by the Township.

d. Supervise and direct the installation and administration of departmental records, payroll and inventory controls, and cost analyses.

- e. Establish standards and procedures for the control, use and care of all Township-owned equipment, materials and supplies in the custody of the Department.*
- f. Study and report upon the technical requirements of street lighting and traffic control.*
- g. Supervise and enforce the Township's interest in public contracts for fire, hydrant service, street lighting, joint outlet sewer maintenance.*
- h. Provide technical and engineering advice and assistance to other Township Departments as needed.*
- i. Issue certificates as to approval of land subdivisions by the Planning Board or the Council, pursuant to State Municipal Planning Act. (N.J. Laws of 1953, Chapter 433 as amended; N.J.S.A. 40:55D-1 et seq.)*

2-14.4 Designation of Appropriate Authority

The Mayor *or the Mayor's designee* shall be designated as the Appropriate Authority as provided in the New Jersey Statutes. The Mayor *or the Mayor's designee* shall also serve as the Appointing Authority as defined in N.J.A.C. 4A:1-1.3. The Mayor shall be responsible for the overall performance of the Police Department. The Mayor *or the Mayor's designee* shall adopt and promulgate rules and regulations for the governance of the Police Department and for the discipline of its members. Notwithstanding the foregoing the Mayor may appoint a Police Director to fulfill these responsibilities.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

Susan McCartney
Council President

Robert D. Parisi
Mayor

Approved as to form on the basis of the facts provided:

Karen J. Carnevale, R.M.C.
Township Clerk

Introduced: December 6, 2022

Adopted: December 20, 2022

Legislative History

This ordinance is drafted to separate the departments of Public Works and Township Engineer because of current licensure requirements for each. In addition, the Ordinance clarifies that the Mayor may designate an appropriate or appointing authority for efficiency purposes.

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY**

BOND ORDINANCE NUMBER 2704-22

**BOND ORDINANCE PROVIDING FOR VARIOUS 2022
CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF
WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF
NEW JERSEY, APPROPRIATING \$9,448,104 THEREFOR
AND AUTHORIZING THE ISSUANCE OF \$8,998,191 BONDS
OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE
COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS
FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of \$9,448,104, said amount being inclusive of a down payment in the amount of \$449,913 now available for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. §40A:2-1 et seq.) (the "Local Bond Law"), by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet part of said \$9,448,104 appropriation not provided for by said down payment referred to in Section 1 hereof, negotiable bonds of the

Township are hereby authorized to be issued in the aggregate principal amount of \$8,998,191 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$8,998,191 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

Description	Appropriation	Authorization	Down Payment	Useful Life
(i) Acquisition of miscellaneous equipment for various Township facilities and departments, including, but not limited to, nozzles and appliances, personal protective equipment (PPE), traffic cones, and improvements and upgrades to various Township facilities and properties, including, but not limited to, the Oskar Schindler Performing Arts Center (OSPAC);	\$ 108,000	\$ 102,857	\$ 5,143	10 years
(ii) Various interior facility improvements including, but not limited to, upgrades to the flooring and walls of, and the acquisition of office furniture for, various Township owned properties, including, but not limited to, the Communications Center, Rock Spring Golf Club, 10 Rooney Circle and the Fire House;	\$ 2,175,000	\$ 2,071,428	\$ 103,572	15 years
(iii) Information Technology (IT) improvements, upgrades and acquisitions for various Township Departments, including, but not limited to, upgrades to and/or acquisitions of the camera system, Eticket printer, 9-1-1 system, security cameras and MDTs, and the acquisition and installation of a Vulnerability Assessment and Data Center Audit computer software program;	\$ 799,500	\$ 761,428	\$ 38,072	5 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(iv) Various outdoor facility improvements to Township owned properties and parks, including, but not limited to, the Club Boulevard Kiddie Park, Minish Park, Minish Kiddie Park, Colgate Park futsal court, Degnan Park bathrooms, pickleball court, Degnan Park Rolling Green Hills tennis courts and Degnan Park Perimeter Pathway, the acquisition and installation of interior pool lighting at the Township pool and outdoor improvements to Rock Spring Golf Club;	\$ 3,650,000	\$ 3,476,190	\$ 173,810	15 years
(v) Improvements and repairs to various roadways within the Township, including, but not limited to, striping of various roadways within the Township, replacement of various street signs throughout the Township, the acquisition and installation of shade trees and new light emitting diode (LED) high visibility signs throughout the Township, pump station and various drainage improvements throughout the Township, and environmental rehabilitation of various Township facilities;	\$ 1,300,000	\$1,238,095	\$ 61,905	15 years
(vi) Acquisition of various non-passenger vehicles, including, but not limited to, jitney buses, a street sweeper and garbage trucks, and the replacement of a 1975 Ford Utility Tractor, including equipment and accessories related thereto;	\$ 450,000	\$ 428,571	\$ 21,429	15 years
(vii) Acquisition of various non-passenger vehicles for various departments within the Township, including, but not limited to, the Police, Fire and Public Works Departments, including capital repairs, equipment and accessories related thereto.	\$ 965,604	\$ 919,622	\$ 45,982	7 years
TOTALS:	<u>\$ 9,448,104</u>	<u>\$ 8,998,191</u>	<u>\$ 449,913</u>	

(b) The improvements and purposes set forth in Section 3(a) above shall also include, as applicable, all engineering and design work, surveying, construction

management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is \$8,998,191.

(d) The estimated cost of said improvements and purposes to the Township is \$9,448,104, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor is the down payment in the amount of \$449,913 now available for said improvements and purposes from the Township's Capital Improvement Fund.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. § 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements and purposes described in Section 3 of this bond ordinance are not current expenses and are improvements and purposes which the Township may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 13.33 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$8,998,191. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$2,000,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes and improvements described in Section 3 hereof.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township

and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized by this bond ordinance is paid, or (ii) the date the improvements or purposes described in Section 3 hereof are "placed in service" (within the meaning of Treasury Regulation §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided

such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued on a tax-exempt basis under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: December 6, 2022

KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN MCCARTNEY,
Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: December 20, 2022

KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN MCCARTNEY,
Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

ROBERT D. PARISI, Mayor
Township of West Orange