1. Conference Meeting Agenda

Documents:

CA 5.12.20.PDF

2. Resolution(S)

2.I. 112-20

Documents:

112-20 RESOLUTION AUTHORIZING SUBORDINATION OF MORTGAGE RE 27 MCKINLEY AVE (QUICKEN).PDF
112-20 EXHIBIT A - SUBORDINATION AGREEMENT.PDF

2.II. 113-20

Documents:

113-20 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR SALE WITH VALERIE FORD - BLOCK 175.08 LOT 11.PDF
113-20 EXHIBIT TO RESOLUTION AUTHORIZING AGREEMENT OF SALE WITH VALERIE FORD - BLOCK 175.08 LOT 11 (5.5.20).PDF

2.III. 114-20

Documents:

114-20 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR SALE WITH DOV AND MIRIAM GARDIN - BLOCK 175.08 LOT 7.PDF
114-20 EXHIBIT TO RESOLUTION AUTHORIZING AGREEMENT OF SALE WITH DOV AND MIRIAM GARDIN - BLOCK 175.08 LOT 7(5.5.20).PDF

2.IV. 115-20

Documents:

115-20 RESOLUTION AUTHORIZING EXTENSION OF CONTRACT FOR THIRD PARTY BILLING FOR AMBULANCE SERVICES WITH REVENUE GUARD (5.5.20).PDF
115-20 EXHIBIT TO AUTHORIZING EXTENSION OF AGREEMENT WITH REVENUE GUARD FOR THIRD PARTY BILLING FOR AMBULANCE SERVICES - 2020 5.7.20.PDF

2.V. 116-20

Documents:

116-20 EXTENSION OF TAX DEADLINES RESOLUTION.PDF

2.VI. 117-20

Documents:

117-20 CHANGE ORD. 1 2010 ROAD IMP. PHASE III - REGGIO 5.7.20.PDF
117-20 CHANGE ORDER NO. 1 AND FINAL PROJECT 2018 ROADWAY IMPROVEMENT PHASE III PALISADES PARK NJ.PDF

3. ABC Hearing

3.I. 639-20

Documents:

639-20 RENEWAL RESOLUTION (6) 5.12.2020.PDF

Township of West Orange
<u>CONFERENCE MEETING AGENDA</u>
Council Chambers – 66 Main Street
Tuesday, May 12, 2020

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 October 31, 2019 and published in the West Orange Chronicle on November 7, 2019.

Roll Call – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino, Mayor Parisi
==========
6:30 P.M

- **<u>Covid 19 Update</u>**
  - **West Orange School District COVID-19 Update**
    Dr. J. Scott Cascone
  - **West Orange Township COVID-19 Update**
    Mayor Robert D. Parisi

- **West Orange Farmer's Market Update**
  Rob & Stacey Reese

- **<u>Update</u> – Redevelopment**

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

Agenda is subject to change.

4eee

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Catherine S. McGrath (the "Owner") Fifteen Thousand Dollars ($15,000.00), which was dated March 15, 2006 and recorded in the Essex County Register's Office on August 23, 2006 in Book 11463, Page 366 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property held by Chase in the outstanding amount of One-Hundred Twenty Thousand, Eight-Hundred Twenty-Four Dollars and Seven Cents ($120,824.07) (the "First Mortgage") at an interest rate of 4.125%; and

WHEREAS, the Owner desires to refinance their home to obtain a new mortgage loan from Quicken Loans, Inc. ("Quicken") in the amount of One-Hundred Fifty-Three Thousand, Five-Hundred Fifty Dollars ($153,550.00) and with an interest rate of 3.750% (the "New Mortgage"); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owners have requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is $304,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Exhibit **"A,"** in favor of Quicken with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; 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**	**Michelle Casalino** **Council President**

Adopted: May 12, 2020

SUBORDINATION AGREEMENT

Loan No: 3447690786

This Agreement is made this _____, 20____ by **The Township of West Orange,** whose address is_____(the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of $15,000.00 executed by **Catherine S. McGrath** (the "Borrower"), dated March 15, 2006 and recorded on August 23, 2006, in Book 11463, Page 366, in Instrument 6124574, in the records of Essex County ("Lienholder's Lien"), covering the property commonly known as 27 McKinley Ave, West Orange, NJ 07052-5707 (the "Property") and legally described as:

Situated in the County of Essex, State of NJ:

(See attached Legal Description)

Tax ID No.: Block 113.02 Lot 15

WHEREAS Quicken Loans Inc. intends to make a loan to the Borrower in a principal amount not to exceed $153,550.00 and dated on or about _____, 20____ to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Quicken Loans Inc., its successors and or assigns, covering the Property ("Quicken Loans' Lien"), and

WHEREAS Quicken Loans Inc. will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Quicken Loans' Lien, and

WHEREAS Lienholder intends that Quicken Loans' Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Quicken Loans' Lien.

Witnesses:

Signature _____

Printed Name _____

Signature _____

Printed Name _____

Lienholder Signature:

_____
Lienholder: The Township of West Orange

Printed Name _____

Title _____

STATE OF _____)
ss
COUNTY OF _____)

On _____, 20____ before me, _____(Notary Name), personally appeared _____(Lienholder Representative), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Notary Signature)
Notary Public, County of _____, Acting in _____ County.
State of _____
My commission expires _____.

This instrument drafted by and after recording return to:
Kate Nitecki
Quicken Loans Inc.
Subordination Dept.
615 W. Lafayette
Detroit, MI 48226

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): Block 113.02 Lot 15

Land situated in the Town of West Orange in the County of Essex in the State of NJ

THE PROPERTY CONSISTS OF THE LAND AND ALL THE BUILDINGS AND STRUCTURES ON THE LAND IN THE TOWN OF WEST ORANGE, COUNTY OF ESSEX AND STATE OF NEW JERSEY. THE LEGAL DESCRIPTION IS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF MCKINLEY AVE., SAID POINT BEING DISTANT 562.10 FEET WESTERLY FROM THE CORNER FORMED BY THE SOUTHERLY LINE OF MCKINLEY AVE., AND THE NEW WESTERLY LINE OF MAIN STREET (FORMERLY EAGLE ROCK AVENUE) SAID POINT ALSO BEING DISTANT 568.80 FEET FROM THE OLD LINE OF MAIN STREET AND RUNNING THENCE;

1) ALONG SAID SOUTHERLY LINE OF MCKINLEY AVE., NORTH 68 DEGREES 56 MINUTES WEST 50.00 FEET; THENCE

2) SOUTH 20 DEGREES 59 MINUTES 30 SECONDS WEST 100.00 FEET; THENCE

3) SOUTH 68 DEGREES 56 MINUTES EAST 49.87 FEET; THENCE

4) NORTH 21 DEGREES 04 MINUTES EAST 100.00 FEET TO THE SOUTHERLY LINE OF MCKINLEY AVE., THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO KNOWN AS LOT 15 IN BLOCK 113.02 ON THE TOWN OF WEST ORANGE TAX MAP.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 27 McKinley Ave, West Orange, NJ 07052-5707

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

113-20
May 12, 2020

RESOLUTION

WHEREAS, on July 16, 2019, the Township Council for the Township of West Orange adopted Ordinance 2579-19 authorizing the Township to sell the undersized lot known as Block 175.08, Lot 11 on the Township of West Orange Tax Map (the "Property") pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on July 17, 2019, pursuant to N.J.S.A. 40A:12-13.2, the Township issued letters to the Valerie Ford (the "Buyer"), the owner of the only contiguous property to the Property, providing notice that the Township intended to sell the Property and that the Township was providing the Buyer, the right to prior refusal to purchase the Property; and

WHEREAS, on July 25, 2019, the Buyer submitted a formal offer consistent with the provisions of the proposed Agreement of Sale (the "Agreement"), annexed hereto as Exhibit **"A"** and

WHEREAS, the Agreement provides that the Buyer will pay to the Township $5,000 for the purchase of the Property which the Buyer has already made to the Township; and

WHEREAS, the Agreement provides that the closing for the purchase of the Property shall occur no later than fourteen (14) days from the authorization of the sale by adoption of this resolution; and

WHEREAS, the Agreement provides that the Buyer is obligated to obtain a survey of the Property and to prepare the deed for the closing as well as any other documents required for the Buyers to obtain sufficient title insurance.

THEREFORE, IT IS HEREBY RESOLVED, that the Township Council authorizes the Township to enter into the Agreement with the Buyer, annexed hereto as Exhibit **"A,"** pursuant to the terms and conditions set forth therein; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Agreement with the Buyer, annexed hereto as Exhibit **"A,"** and the Township Clerk is authorized to attest to the Mayor's signature; and

BE IT FURTHER RESOLVED that a copy of this Resolution and exhibit hereto shall remain on file with the Township Clerk.

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: May 12, 2020

Exhibit “**A**”

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement"), made as of the 11th day of September 2019, by and between **THE TOWNSHIP OF WEST ORANGE**, (the "Seller" or the "Township") and **VALERIE FORD** (the "Buyer").

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property known as Block 175.08, Lot 11 on the Township of West Orange Tax Map (the "Property"), an undeveloped and undersized lot; and

WHEREAS, on July 16, 2019, the Township Council for the Township of West Orange adopted Ordinance 2579-19 authorizing the Township to sell the Property pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on July 17, 2019, pursuant to N.J.S.A. 40A:12-13.2, the Township issued a letter to Buyer, the owner of the adjacent lot contiguous to the Property providing notice that the Township intended to sell the Property and that the Township was providing the Buyer, the right to prior refusal to purchase the Property; and

WHEREAS, on July 25, 2019, the Buyer submitted a formal offer consistent with the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, it is agreed as follows:

1. SALE. Seller agrees to sell and Buyer agrees to purchase the Seller's right, title, and interest in and to the Property for the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter provided.

2. PURCHASE PRICE. The Purchase Price of the Property is FIVE THOUSAND AND 00/100 ($5,000) DOLLARS (the "Purchase Price").

The Purchase Price shall be payable as follows:

A. Upon execution of this Agreement, the Buyer shall pay the entire Purchase Price, to be held in escrow by the Township, until the Closing (as hereinafter defined).

B. At the Closing Date as defined herein, the Township shall release the Purchase Price from escrow and accept the entire Purchase Price.

3. CLOSING DOCUMENTS.

A. Prior to the Closing Date, Buyer shall prepare and provide to the Seller no later than forty-eight (48) hours from Closing Date, the Closing Documents including: (i) a Deed (the "Deed"), in proper form for recording; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including an Affidavit of Title.

B. At the Closing, Seller shall execute and/or deliver to the Buyer: (i) the Deed; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including the Affidavit of Title.

C. At the Closing, Buyer shall execute and/or deliver to Seller such other documents and/or instruments as may be reasonably required by Seller's attorneys or Buyer's title insurance company to effectuate the within transaction.

4. TITLE. The dimensions of the Property shall be set forth on a survey which shall be ordered by the Buyer at the Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose,

provided same do not render title uninsurable at regular rates. The sale is also subject to applicable zoning ordinances. The Seller shall provide title, free and clear of all mortgages, encumbrances and liens.

5. POSSESSION. At the Closing, Seller shall deliver possession of the Property to the Buyer.

6. DUE DILIGENCE. The Buyer shall be solely responsible for the investigation of all facts and data which it has deemed necessary or desirable to enter into this Agreement (referred to as "Due Diligence"). Due Diligence shall also include any and all investigations regarding title and investigations regarding any and all impediments related to title. Buyer consents and acknowledges that all Due Diligence has been completed or shall be completed by the Closing Date as defined herein.

7. CONDITION OF PROPERTY. Buyer acknowledges and agrees that it has the opportunity to inspect the Property during the Due Diligence including, but not limited to, all of the improvements and the land comprising the Property. The Buyer acknowledges that it is purchasing the Property "**WHERE IS**" and "**AS IS**" without reliance upon any warranty or representation made by Seller or by any of its agents or representatives, including any broker, of any kind or nature, except that the Seller has not received any notice regarding any environmental issue affecting the Property. The Buyer shall be responsible, at its sole cost and expense: (i) to obtain whatever governmental certificates or approvals, that might be necessary to convey the Property to the Buyer; and (ii) to conduct an inspection and perform all Due Diligence of the Property. Buyer understands and agrees to accept the Property in its current undeveloped state. Notwithstanding the above, Seller will convey to Buyer good and marketable

title to the Property, insurable at regular rates by a title insurance company licensed to do business in New Jersey, chosen by Buyer, subject to the restrictions set forth herein.

8. DISCLOSURES AND ACKNOWLEDGMENTS. Buyer acknowledges that it is aware that there are no utilities connected to the Property and that Buyer shall bear the burden to construct and install all necessary utilities and subject to all required permit applications and approvals. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed an approval for any application for construction or installation of utilities on behalf of the Township. In addition, Buyer acknowledges that it is aware that the Property is currently within a Conservation District pursuant to Section 25, Chapter 26.13 of the Township Municipal Code which limits the use and construction on the Property. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed a covenant or promise that the Property can be or will be removed from the Conservation District.

9. CLOSING OF TITLE. The Closing shall take place within fourteen (14) days after the Township Council for the Township's approval of the sale, **TIME BEING OF THE ESSENCE** (the "Closing Date"), at the offices of McManimon, Scotland and Baumann, LLC, 75 Livingston Avenue, Suite 201, Roseland, New Jersey 07068, or at such other location as may be mutually agreed by the parties, at a time mutually convenient for the parties.

10. TOWNSHIP COUNCIL APPROVAL. The parties' obligations set forth in this Agreement are expressly subject to final approval by the Township Council for the Township of West Orange (the "Township Council") to be manifested in the adoption of a resolution authorizing the sale of the Property **and** the execution of this Agreement.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. If any of the terms in this Agreement conflict with any previous agreement

or contract between the parties, the terms of this Agreement prevail. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto.

12. BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

13. CONSTRUCTION. The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement.

14. FURTHER ASSURANCES. Each party agrees that at any time or from time to time upon written request of the other party, they will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate this transaction.

15. CAPTIONS. The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

16. NOTICES. All notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) **In the case of Township of West Orange**:

Mayor Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With copy to:

Richard D. Trenk, Esq.
McManimon, Scotland and Baumann
75 Livingston Avenue, Suite 201
Roseland, New Jersey 07068

(b) **<u>In the case of the [BUYER'S NAME]</u>**:

Valerie Ford
76 Highfield Lane
Nutley, New Jersey 07110

With copy to:

[BUYER'S COUNSEL'S NAME]
[BUYER'S COUNSEL'S ADDRESS]

Any party may change the notice address by written notice to the other party.

17. <u>REMEDIES</u>. If Buyer defaults in its obligations hereunder, Buyer shall waive any and all rights to the funds held by the Township in escrow as liquidated damages and Seller shall keep the funds held in escrow and may sell the Property to another buyer. If the Seller defaults in its obligations hereunder or shall fail to close title hereunder for any reason, then Buyer, as its sole and exclusive remedy, shall be solely entitled to the rescission of this Agreement and return of the Purchase Price paid to the Seller.

18. <u>WAIVER OF CONDITIONS</u>.

A. Buyer and Seller each shall have the right to waive any of the terms or conditions of this Agreement which are strictly for their respective benefit and to complete the Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver shall be effective and binding only if made in writing and signed by the party who benefits from the condition being waived.

B. No waiver by either party of any failure or refusal by the other party to comply with their obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by the other party so to comply.

19. SEVERABILITY. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect. If, however, the severed clause or provision relates to the Purchase Price or other monies to be paid hereunder, Seller shall have the right to terminate this Agreement on prior written notice to the Buyer.

20. GENDER. As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

21. NO BROKER. Both Seller and Buyer represent and warrant that no real estate broker, agent, or salesperson has been involved in this transaction. The Buyer and Seller shall each indemnify the other if a brokerage commission is sought.

22. MISCELLANEOUS.

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. Seller acknowledges that Purchaser may purchase the Property as part of an IRC Section 1031 Tax Deferred Exchange for Purchaser's benefit. Seller agrees to assist and cooperate in such exchange for the benefit of Purchaser provided Seller shall incur no liability, cost or expense and will execute any and all documents, subject to the reasonable approval of its counsel, as are reasonably necessary in connection with such exchange.

C. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of the Debtor with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

WITNESS:

TOWNSHIP OF WEST ORANGE, ***Seller***

_____

By:_____
MAYOR ROBERT D. PARISI

WITNESS:

VALERIE FORD, ***Buyer***

_____

By:_____
VALERIE FORD

114-20
May 12, 2020

RESOLUTION

WHEREAS, on May 29, 2019, the Township Council for the Township of West Orange adopted Ordinance 2572-19 authorizing the Township to sell the undersized lot known as Block 175.08, Lot 7 on the Township of West Orange Tax Map (the "Property") pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on May 31, 2019, pursuant to N.J.S.A. 40A:12-13.2, the Township issued letters to the owners of the properties contiguous to the Property (the "Contiguous Owners") providing notice that the Township intended to sell the Property and that the Township was providing the Contiguous Owners, the right to prior refusal to purchase the Property; and

WHEREAS, on June 12, 2019, Dov and Miriam Gardin (the "Buyers"), the owners of 60 Mellon Avenue, submitted a formal offer consistent with the provisions of the proposed Agreement of Sale (the "Agreement"), annexed hereto as Exhibit **"A"** and

WHEREAS, the Agreement provides that the Buyers will pay to the Township $5,000 for the purchase of the Property; and

WHEREAS, the Agreement provides that the closing for the purchase of the Property shall occur no later than fourteen (14) days from the authorization of the sale by adoption of this resolution; and

WHEREAS, the Agreement provides that the Buyers are obligated to obtain a survey of the Property and to prepare the deed for the closing as well as any other documents required for the Buyers to obtain sufficient title insurance; and

WHEREAS, the Buyers have already obtained the required survey.

THEREFORE, IT IS HEREBY RESOLVED, that the Township Council authorizes the Township to enter into the Agreement with the Buyers, annexed hereto as Exhibit **"A,"** pursuant to the terms and conditions set forth therein; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Agreement with the Buyers, annexed hereto as Exhibit **"A,"** and the Township Clerk is authorized to attest to the Mayor's signature; and

BE IT FURTHER RESOLVED that a copy of this Resolution and exhibit hereto shall remain on file with the Township Clerk.

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: May 12, 2020

Exhibit “**A**”

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement"), made as of the ~~11th~~ 1st day of ~~September 2019,~~ MAY 2020 by and between **THE TOWNSHIP OF WEST ORANGE**, (the "Seller" or the "Township") and **DOV AND MIRIAM GARDIN** (collectively the "Buyer").

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property known as Block 175.08, Lot 7 on the Township of West Orange Tax Map (the "Property"), an undeveloped and undersized lot adjacent to the property commonly known as 60 Mellon Avenue; and

WHEREAS, on May 29, 2019, the Township Council for the Township of West Orange adopted Ordinance 2572-19 authorizing the Township to sell the Property pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on May 31, 2019, pursuant to N.J.S.A. 40A:12-13.2, the Township issued a letter to the owners of the properties contiguous to the Property (the "Contiguous Owners") providing notice that the Township intended to sell the Property and that the Township was providing the Contiguous Owners, the right to prior refusal to purchase the Property; and

WHEREAS, on June 12, 2019, the Buyer submitted a formal offer consistent with the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, it is agreed as follows:

1. SALE. Seller agrees to sell and Buyer agrees to purchase the Seller's right, title, and interest in and to the Property for the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter provided.

2. **PURCHASE PRICE.** The Purchase Price of the Property is FIVE THOUSAND AND 00/100 ($5,000) DOLLARS (the "Purchase Price").

The Purchase Price shall be payable as follows:

A. Upon execution of this Agreement, the Buyer shall pay the entire Purchase Price, to be held in escrow by the Township, until the Closing (as hereinafter defined).

B. At the Closing Date as defined herein, the Township shall release the Purchase Price from escrow and accept the entire Purchase Price.

3. **CLOSING DOCUMENTS.**

A. Prior to the Closing Date, Buyer shall prepare and provide to the Seller no later than forty-eight (48) hours from Closing Date, the Closing Documents including: (i) a Deed (the "Deed"), in proper form for recording; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including an Affidavit of Title.

B. At the Closing, Seller shall execute and/or deliver to the Buyer: (i) the Deed; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including the Affidavit of Title.

C. At the Closing, Buyer shall execute and/or deliver to Seller such other documents and/or instruments as may be reasonably required by Seller's attorneys or Buyer's title insurance company to effectuate the within transaction.

4. **TITLE.** The dimensions of the Property shall be set forth on a survey which shall be ordered by the Buyer at the Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose,

provided same do not render title uninsurable at regular rates. The sale is also subject to applicable zoning ordinances. The Seller shall provide title, free and clear of all mortgages, encumbrances and liens.

5. **POSSESSION.** At the Closing, Seller shall deliver possession of the Property to the Buyer.

6. **DUE DILIGENCE.** The Buyer shall be solely responsible for the investigation of all facts and data which it has deemed necessary or desirable to enter into this Agreement (referred to as "Due Diligence"). Due Diligence shall also include any and all investigations regarding title and investigations regarding any and all impediments related to title. Buyer consents and acknowledges that all Due Diligence has been completed or shall be completed by the Closing Date as defined herein.

7. **CONDITION OF PROPERTY.** Buyer acknowledges and agrees that it has the opportunity to inspect the Property during the Due Diligence including, but not limited to, all of the improvements and the land comprising the Property. The Buyer acknowledges that it is purchasing the Property "**WHERE IS**" and "**AS IS**" without reliance upon any warranty or representation made by Seller or by any of its agents or representatives, including any broker, of any kind or nature, except that the Seller has not received any notice regarding any environmental issue affecting the Property. The Buyer shall be responsible, at its sole cost and expense: (i) to obtain whatever governmental certificates or approvals, that might be necessary to convey the Property to the Buyer; and (ii) to conduct an inspection and perform all Due Diligence of the Property. Buyer understands and agrees to accept the Property in its current undeveloped state. Notwithstanding the above, Seller will convey to Buyer good and marketable

title to the Property, insurable at regular rates by a title insurance company licensed to do business in New Jersey, chosen by Buyer, subject to the restrictions set forth herein.

8. **DISCLOSURES AND ACKNOWLEDGMENTS.** Buyer acknowledges that it is aware that there are no utilities connected to the Property and that Buyer shall bear the burden to construct and install all necessary utilities and subject to all required permit applications and approvals. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed an approval for any application for construction or installation of utilities on behalf of the Township. In addition, Buyer acknowledges that it is aware that the Property is currently within a Conservation District pursuant to Section 25, Chapter 26.13 of the Township Municipal Code which limits the use and construction on the Property. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed a covenant or promise that the Property can be or will be removed from the Conservation District.

9. **CLOSING OF TITLE.** The Closing shall take place within fourteen (14) days after the Township Council for the Township's approval of the sale, **TIME BEING OF THE ESSENCE** (the "Closing Date"), at the offices of McManimon, Scotland and Baumann, LLC, 75 Livingston Avenue, Suite 201, Roseland, New Jersey 07068, or at such other location as may be mutually agreed by the parties, at a time mutually convenient for the parties.

10. **TOWNSHIP COUNCIL APPROVAL.** The parties' obligations set forth in this Agreement are expressly subject to final approval by the Township Council for the Township of West Orange (the "Township Council") to be manifested in the adoption of a resolution authorizing the sale of the Property **and** the execution of this Agreement.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. If any of the terms in this Agreement conflict with any previous agreement

or contract between the parties, the terms of this Agreement prevail. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto.

12. **BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

13. **CONSTRUCTION.** The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement.

14. **FURTHER ASSURANCES.** Each party agrees that at any time or from time to time upon written request of the other party, they will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate this transaction.

15. **CAPTIONS.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

16. **NOTICES.** All notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) **In the case of Township of West Orange**:

Mayor Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With copy to:

Richard D. Trenk, Esq.
McManimon, Scotland and Baumann
75 Livingston Avenue, Suite 201
Roseland, New Jersey 07068

(b) **In the case of the [BUYER'S NAME]**:

Dov and Miriam Gardin
5 Cliff Street
West Orange, New Jersey 07052

With copy to:

[BUYER'S COUNSEL'S NAME]
[BUYER'S COUNSEL'S ADDRESS]

Any party may change the notice address by written notice to the other party.

17. REMEDIES. If Buyer defaults in its obligations hereunder, Buyer shall waive any and all rights to the funds held by the Township in escrow as liquidated damages and Seller shall keep the funds held in escrow and may sell the Property to another buyer. If the Seller defaults in its obligations hereunder or shall fail to close title hereunder for any reason, then Buyer, as its sole and exclusive remedy, shall be solely entitled to the rescission of this Agreement and return of the Purchase Price paid to the Seller.

18. WAIVER OF CONDITIONS.

A. Buyer and Seller each shall have the right to waive any of the terms or conditions of this Agreement which are strictly for their respective benefit and to complete the Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver shall be effective and binding only if made in writing and signed by the party who benefits from the condition being waived.

B. No waiver by either party of any failure or refusal by the other party to comply with their obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by the other party so to comply.

19. SEVERABILITY. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect. If, however, the severed clause or provision relates to the Purchase Price or other monies to be paid hereunder, Seller shall have the right to terminate this Agreement on prior written notice to the Buyer.

20. GENDER. As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

21. NO BROKER. Both Seller and Buyer represent and warrant that no real estate broker, agent, or salesperson has been involved in this transaction. The Buyer and Seller shall each indemnify the other if a brokerage commission is sought.

22. MISCELLANEOUS.

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. Seller acknowledges that Purchaser may purchase the Property as part of an IRC Section 1031 Tax Deferred Exchange for Purchaser's benefit. Seller agrees to assist and cooperate in such exchange for the benefit of Purchaser provided Seller shall incur no liability, cost or expense and will execute any and all documents, subject to the reasonable approval of its counsel, as are reasonably necessary in connection with such exchange.

C. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of the Debtor with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

WITNESS:

TOWNSHIP OF WEST ORANGE, ***Seller***

_____

By:_____
MAYOR ROBERT D. PARISI

WITNESS:

DOV GARDIN, ***Buyer***

_____

By:_____
[BUYER'S NAME]

WITNESS:

MIRIAM GARDIN, ***Buyer***

_____

By:_____
[BUYER'S NAME]

115-20
May 12, 2020

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 June 13, 2017, the Township Council adopted Resolution #129-17 authorizing the award of a contract for third party billing for ambulance services (the "Contract") to Revenue Guard ("Revenue"), a copy of the Contract is annexed hereto as Exhibit **"A;"** and

WHEREAS, under the Contract, Revenue received a percentage of the ambulance services as follows:

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

and

WHEREAS, the term of the Contract was for a period of three (3) years with an option for a two-year renewal; and

WHEREAS, the Township seeks to exercise the option for a two-year renewal of the Contract.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby authorizes the exercise of the option to renew the Contract for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department to Revenue for an additional term of two (2) years; and be it further

RESOLVED, that the Township Purchasing agent is authorized to notify Revenue of the Township's renewal of the Contract; and be it further

RESOLVED, that an executed copy of this Resolution shall be available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C **Township Clerk**	**Michelle Casalino** **Council President**

Adopted: May 12, 2020

Exhibit “**A**”

ACCOUNTS RECEIVABLE MANAGEMENT AGREEMENT

This AMBULANCE BILLING AND ACCOUNTS RECEIVABLE MANAGEMENT AGREEMENT made and entered into as of this 13 day of June 2017 by and between Revenue Guard, a New Jersey corporation, having its principal business address at 50 U.S. Highway 9, Morganville, New Jersey, 07751 (hereinafter referred to as "RevGuard"), 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 "Client"). RevGuard and Client will be hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, RevGuard has extensive experience with billing and accounts receivable management with a sole specialization in the ambulance industry; and

WHEREAS, it is mutually understood that RevGuard's duties and obligations shall be limited to billing and processing of the Client's accounts, and RevGuard shall not be responsible or have any liability for the validity of the ambulance services performed by Client; and

WHEREAS, RevGuard responded to a Request for Proposals ("RFP") for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department, as advertised by the Client in accordance with applicable law; and

WHEREAS, RevGuard intends to perform the services, as identified herein and in its RFP responses, in compliance with all applicable laws and regulations governing billing and collection standards.

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

RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor. It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party together with its agents, servants and employees, is at all times acting as an independent contractor, and that neither Party has any express or implied authority to assume or create any obligations or responsibilities on behalf of or in the name of the other Party. It is expressly understood and agreed by both parties that nothing contained in the Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that this relationship is and shall remain that of independent parties to a contractual relationship as set forth in the Agreement.

OBLIGATIONS OF THE CLIENT

2.1 Exclusivity. Client shall exclusively utilize the billing services of RevGuard for all ambulance billing as long as this Agreement is in effect and RevGuard is in compliance with all conditions and provisions hereof.

2.2 Prior Review. Client shall review all field paperwork for numbers, accuracy and legibility, prior to submission to RevGuard for billing. Client shall be responsible for assuring that field staff captures adequate medical necessity documentation.

2.3 Customary Fee Schedule. Client shall file with RevGuard the most current customary fee schedule utilized by the Client and shall give at least thirty (30) days advance notice of any changes thereto.

2.4 Contracted Accounts. Client shall file with RevGuard a list of all charges, billing and invoicing information pertaining to any contracted accounts of the Client and shall notify RevGuard of any changes thereto immediately.

2.5 <u>Payments Forwarded to Client.</u> Within 3 business days of receipt, RevGuard shall forward all receipts payable to the Client directly to the Client at the following address: Chief Financial Officer, Township of West Orange, 66 Main Street, West Orange, New Jersey, 07052.

To the extent that any receipts are deposited by RevGuard, they shall be segregated, held in trust for the sole benefit of the Client, and the proceeds thereof shall be immediately remitted in their entirety to the Client.

2.6 Processing Requirements. Client shall forward a copy of all call intake sheets, field paperwork and CMN's to RevGuard, preferably on a weekly basis, which may be provided in electronic or digital formats to the extent possible.

Client shall separate, identify or distinguish those trips that are being submitted for statistical purposes only from those that are intended to be fully processed, billed and collected. For those accounts that are being presented for full processing, the trip report shall, to the extent reasonably obtainable, contain at a minimum the following information:

2.6.1 Patient Information. Patient name, complete mailing address, telephone number, age, insurance information.

2.6.2 Trip Information. Type of Service (i.e., BLS/ALS), type of call (i.e., 9-1-1/scheduled transports), mileage of odometer readings, times, treatment rendered, diagnosis or chief complaint, medical condition observations and supplies used, if there were to be billed.

2.7 Rejections. In the event that a trip report is submitted without such information as is reasonably obtainable and required for submission to payers, the trip report will be rejected and returned to Client. Field paperwork that does not adequately document medical necessity cannot be billed to Medicare.

2.8 Back-up. Client shall maintain a copy of all trip reports forwarded to RevGuard, for the purposes of compliance with New Jersey Department of Health requirements. RevGuard shall not be held liable for any damages that are directly attributable to the Client's failure to maintain back-up information.

2.9 Liaison. Client shall designate an individual to act as liaison who will be readily available to assist RevGuard in the resolution of daily operational issues.

OBLIGATIONS AND REPRESENTATIONS OF REVGUARD

3.1 General Services. RevGuard shall provide comprehensive accounts receivable management that will include consultation services, management of accounts and records, and generation of reports.

3.2 Consultation Services. RevGuard shall periodically provide assistance and recommendations to the Client on matters pertaining to the retrieval of field information, construction of fee schedule schematics, and operational policies employed to assist Client in complying with Federal and State reimbursement laws, regulations and guidelines.

3.3 Account Management. All accounts shall be processed in accordance with the processing standards as established by RevGuard and Client by mutual agreement. Subject to such standards, RevGuard shall have the right to negotiate on behalf of the Client and shall have the right to discount accounts, enter into installment arrangements and, when deemed appropriate by evidence of hardship, completely forgive indebtedness.

3.4 Account Custody. RevGuard shall maintain custody of all accounts until the RevGuard internal process expires in accordance with the provisions of this Agreement. With the exception of litigation accounts, which shall be held for up to one (1) year, all other accounts shall normally be considered exhausted between the 90th and 180th day from the billing date.

3.5 Processing Standards. RevGuard shall manage all accounts in accordance with the following standards:

3.5.1 Audit of Trip Reports: Review all submitted trip reports for accuracy and completeness.

3.5.2 Data Entry: Enter all patient and trip information into a computerized database.

3.5.3 Billing: Perform computerized billing and, when available, electronic submission of all Medicare, Medicaid, Blue Cross, commercial, contracted and private pay accounts.

3.5.4 Telephone Follow-Up: Perform telephone follow-up on delinquent accounts to insurance companies and non-resident patients.

3.5.5 Utilization Review: Review and resubmit all rejected third party payer claims, when appropriate.

3.5.6 Appeal: Prepare, submit and pursue, in consultation with Client and unless otherwise directed by Client, any and all appropriate reviews or appeals (not including court proceedings) with respect to any rejected or denied claim, or any claim to which no response shall have been received in a timely manner.

3.6 Notwithstanding any other term or provision of this Agreement, all services of RevGuard rendered hereunder or in connection with this Agreement (i) shall be rendered and performed in compliance with all applicable legal and regulatory requirements; and (ii) shall be rendered and performed in accordance with all generally accepted standards, policies and procedures in the field of billing for ambulance services.

3.7 Records Management. All records delivered by Client to RevGuard shall be considered the sole property of the Client. RevGuard, however, shall retain the right to maintain such records, i.e. trip reports, invoices, correspondence and payment records.

3.8 Reports. RevGuard will provide Client with reports as set forth below:

(i) Detailed Monthly Revenue;

(ii) Monthly Credit Report;

(iii) Monthly A/R control log;

(iv) Monthly Report of all credit adjustments pursuant to Section 3.3;

(v) Monthly Accounts Receivable aging summary;

(vi) A monthly report of collection ratios;

(vii) A daily report itemizing and reconciling all collections and deposits; and

(viii) Such other reports as may be necessary or appropriate, and at such time, in order to perform RevGuard's services in accordance with the standards set forth herein.

3.9 Service Complaints. RevGuard shall promptly report any service complaint which it receives and, unless directed otherwise by Client, shall suspend all collection activities with respect to such account until such time Client can review the complaint and render a decision on how Client wants the account handled. In the event Client does not render a decision within thirty (30) days, the account shall be closed and returned to Client.

3.10 Indemnification. Client agrees to indemnify, defend and hold harmless RevGuard from any and all costs and expenses such as attorney's fees, judgments and amounts paid in settlement in the event of any threatened or actual action, suit or proceeding, whether civil or criminal, investigative or otherwise, which may arise out of the acts or omissions of Client.

3.11 Corporate Status. RevGuard represents (i) that it is a New Jersey business corporation, in good standing, organized and incorporated under the name Revenue Guard, LLC., and (ii) that it has the corporate power and authority, and all necessary governmental licenses or approvals, to render the services described in this Agreement.

3.12 Business Changes. RevGuard shall provide immediate written notice to Client of any change in (i) business operations, (ii) office location, (iii) management personnel, or (iv) staff or management personnel providing or supporting services to be rendered under this Agreement. RevGuard represents that any staff or management personnel providing or supporting services to be rendered under this Agreement shall (i) possess all necessary or appropriate governmental licenses or approvals, and (ii) have obtained appropriate education and training with respect thereto.

3.13 Electronic Back-Up. RevGuard shall maintain complete electronic back-up of Client transactions under this Agreement and shall maintain in place such systems as are necessary to insure against loss or destruction of Client data.

3.14 RevGuard Responses to Client. RevGuard shall promptly respond to all requests and other communications from Client with respect to services rendered hereunder and shall, in the absence of extraordinary circumstances, respond to such requests and communications within one (1) business day.

3.15 Collections Property of Clients. All payments and collections with respect to accounts referred to in this Agreement are and shall remain the property of the Client. Subject to its rights with respect to compensation as provided herein, RevGuard shall have no right or entitlement to any such payments or collections, which shall be and remain the sole property of Client.

3.16 Return of Data. Upon expiration or termination of this Agreement for any reason, RevGuard shall promptly return to Client all data. The Client will then assume all responsibility for billing with respect to matters which are or were the subject of this Agreement.

3.17 RevGuard Response to Patients, etc.; Notification Re: Billing Adjustments. RevGuard shall promptly respond to inquiries from patients or third parties, or from Client, with respect to accounts arising hereunder. RevGuard will promptly notify Client of any overpayments, disputed payments or other billing errors or adjustments which come to its attention in connection with this Agreement.

COMPENSATION

4.1 Payment. Client shall pay RevGuard in accordance with Schedule "A".

INCORPORATION OF RFP TERMS AND CONDITIONS

5.1 Applicability of RFP Terms and Conditions. The terms and conditions of Client's RFP, and of RevGuard's responses thereto, shall be and hereby are incorporated herein as if set forth at length.

5.2 EMScharts as Vendor Responsibility. As more fully set forth in the RFP, RevGuard shall be responsible for all costs related to software such as EMScharts. In the event EMScharts becomes unable to provide ePCR services, it will be RevGuard's responsibility and expense to supply another ePCR software package, to be approved by the Client, at no additional cost.

TERM AND TERMINATION

6.1 Term. This Agreement shall commence on July 1, 2017 and shall continue through June 30, 2020 (the "First Term"), unless either Party terminates this Agreement upon four (4) months prior written notice to the other Party. The Client may also renew this Agreement for an additional two (2) years upon written notice to RevGuard prior to the expiration of the First Term.

6.2 Mutual Termination. Notwithstanding anything to the contrary, the Parties by mutual agreement may terminate this Agreement at any time.

6.3 Termination for Cause. Upon a default or breach by one (1) Party of any of the terms of this Agreement, this Agreement may be terminated by the non-defaulting Party giving written notice of such default to the defaulting Party, which notice shall specify the default or breach. If such default or breach is not cured within thirty (30) days of the date of the notice, the non-defaulting Party may then terminate this Agreement upon an additional five (5) days' written notice.

6.4 Effect of Termination. Upon termination of this Agreement for any reason whatsoever, RevGuard shall return all of Client's records and cease processing Client's accounts.

GENERAL PROVISIONS

7.1 HIPPA Confidentiality of Protected Health Information. RevGuard agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

RevGuard will not use or further disclose PHI other than as permitted or required by law or HIPPA.

7.2 Non-Competitive Use of Business Information. RevGuard agrees to keep confidential and not to disclose to others or to utilize for its business "Confidential Business Information." "Confidential Business Information" for this purpose shall be defined as information that identifies healthcare providers or other third parties with whom Client has entered into written agreements to provide ambulance services and the specific terms of such agreements.

7.3 Access to Records. The parties hereto understand that this Agreement may be subject to, and if applicable all Parties will abide by, Section 952 of the Omnibus Reconciliation Act of 1980 and any amendments thereto which pertain to the disclosure of records, books and documents relative to the cost of and charges for services furnished by a care provider.

7.4 Headings. The headings used to identify paragraphs in this Agreement have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.

7.**5 Governing Law.** The validity, enforceability and interpretation of any of the clauses of this Agreement, shall be governed by the laws of the State of New Jersey.

7.6 Entire Agreement. This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

7.7 Modifications or Waiver. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

7.8 Severability. If any term, condition, clause or provision of the Agreement shall be determined to be void in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects, this Agreement shall be valid and continue in full force, effect and operation.

7.9 Notice. Any notice required to be given pursuant to the terms and conditions hereof, shall be in writing and sent by Certified or Registered Mail, addressed as follows:

To Revenue Guard:

Revenue Guard
540 Bordentown Ave.
South Amboy, NJ 08879
Attention: Steve Loures.

To CLIENT:

Name Township of West Orange
Address 66 Main Street
West Orange, NJ 07052
Attention:

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Revenue Guard

By:
NAME: Steve Loures
TITLE: COO

Client

By:
NAME: Robert Parisi
TITLE: Mayor

SCHEDULE "A"

PROCESSING CHARGE. Client shall pay a percentage fee of all monies collected by RevGuard with respect to billings for services rendered on or after the date set forth in the first sentence of this Agreement. The above notwithstanding there shall be no extra charge for statistical information submitted to Client. Percentage fees are:

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

COLLECTION AGENCY OR LITIGATION RECOVERIES. RevGuard shall not be entitled to compensation with respect to any account referred to a collection agency or to litigation for recovery.

INVOICING AND PAYMENT. RevGuard shall invoice Client for processing charges at the end of each month and payment shall be rendered by no later than the 30th day of the following month.

4812-4549-6393, v. 1

SL

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 March 16, 2017, 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 April 4, 2017, the Township received two (2) proposals from:

1. DM Medical Billings ("DM")
   88 S. Lakeview Drive
   Gibbsboro, NJ 08026

2. Revenue Guard ("Revenue")
   50 Route 9, North
   Morganville, NJ 07751

Pursuant to the Local Public Contracts Law and the New Jersey Administrative Code, the Township created an Evaluation Committee (the "Committee") to establish weighted criteria for the evaluation of proposals and evaluate and score the proposals. However, the Committee inadvertently met and began its review without each member executing a requisite certification confirming that no conflict of interest existed as required pursuant to N.J.A.C. 5:34-4.3(f).

On April 25, 2017, the Township Council adopted Resolution #100-17 authorizing the rejection of the proposals and the re-advertisement of the RFP to correct the procedural error from the premature examination of the proposals.

On April 27, 2017, the Township re-advertised the RFP.

On May 16, 2017, the Township received two (2) proposals following its re-advertisement of the RFP from the same two vendors which had previously submitted proposal, specifically:

1. DM Medical Billings ("DM")
   88 S. Lakeview Drive
   Gibbsboro, NJ 08026

2. Revenue Guard ("Revenue")
   50 Route 9, North
   Morganville, NJ 07751

On May 19, 2017, the Committee met for review of the Proposals. Prior to its review of the Proposals each member of the Committee executed a certification confirming that no conflict of interest existed.

The Committee was composed of five (5) members including:

(1) Anne DeSantis, Purchasing Agent for the Township,

(2) John Gross, Chief Financial Officer for the Township,

(3) Peter F. Smeraldo, Jr., Fire Chief and OEM Coordinator for the Township,

(4) Paul Wannemacher, Deputy Fire Chief and OEM Deputy Coordinator for the Township; and

(5) John M. Coen, Deputy Fire Chief.

In addition, the Committee utilized an advisor to assist in evaluating the proposals: Mark Y. Moon, Esq. from the office of the Township Attorney, Richard D. Trenk, Esq.

The Process

Prior to the evaluation of the proposals, the Committee met and established weighted criteria for the evaluation of proposals as follows:

A. Technical Criteria –

	Weighting
General Submission Requirements	5
New Hardware	15
Software Compliant	15
Training	5
Customer Service Logistics	15

B. Management Criteria –

	Weighting
Billing Methods	15
Management and Personnel Qualifications	10
References	5

C. Cost Criteria

	Weighting
Revenue Percentage Proposed	15

Each evaluator was to provide a scoring in each category on a scale of 1 through 5 to determine the base score for each category with 1 representing Poor or Unsatisfactory, 2 representing Weak/Below Average, 3 representing Average or Satisfactory, 4 representing Good/Above Average, and 5 representing Excellent. Each evaluator was then instructed to multiply that base score by the weighting as previously determined by the Committee to determine the Weighted Score.

Evaluation

A. References.

Chief Smeraldo contacted three (3) references/clients for each vendor. Chief Smeraldo described his contacts as follows:

Vendor	Reference/Client	Comments
DM	Gloucester County EMS	a. Responds to 20k plus EMS calls annually. b. Has been a contract with DM for the past 8 years. c. Utilized DM with his previous employer (did not name) and was satisfied with their performance. d. Stated DM was "attentive, meets their needs and satisfied with DM's performance." e. Collection rate of 70% of billable calls. f. Nothing considered detrimental to report regarding performance by DM. g. Highly recommends DM.
DM	Township of Parsippany-Troy Hills	a. Contracted with DM in 2012. b. Approximately 3500 transport annually. c. Bill $750.00 per trip + $15.00 per mile. d. Tiered billing for EPI, NARCAN etc. $125.00 per incident/dose e. Netted $804,000.00 in 2016 f. PTH is "soft with billing practices. g. Previously utilized Revenue Guard switched after RFP in 2012. h. Business Administrator likes them based on their compliance performance. i. "Amy is good to work with"
DM	Asbury Park Fire Department	a. Asbury Park terminated contract with DM May 1, 2017. b. Transports over 4000 patients annually. c. Poor performance. d. Lost Medicare/Medicaid billing license. e. "Not great with reporting which became more sporadic." f. 2016 collected only $140,000 + in revenue. The highest collection was in 2010 which is estimated around $500,000.00+. g. Their performance was "abysmal!"
Revenue	Belleville Fire Department	a. Contracted for approximately 10-12 years. b. Transports 3250+ patients annually. c. Collections avg. $900,000 annually d. Extremely satisfied with performance. e. Pleased with collection rate. f. Very attentive to the needs of the agency.

		g. Highly recommends.
Revenue	Atlantic Health EMS	a. Atlantic is very happy with the service they provide and they have noticed an increase in their collections. b. When asked if there were any negative interactions or experiences with Revenue Guard, Atlantic had to work with Revenue Guard to get the reporting they wanted correct and since then there have been no issues.
Revenue	Paterson Fire Department	a. Contracted with Revenue Guard for over 10+ years. b. Respond to 36,000 EMS calls annually. c. 18,000 billable calls. d. Responsive to Medicare/ Medicaid Insurance claims. e. "Superior performance." f. "Responsive to our needs." g. Have increased revenue from $1.25 million to over $4.5 million annually. h. Extremely satisfied with their performance.

Each member of the Committee separately evaluated and scored the proposals submitted by DM and Revenue.

In reviewing the proposal from DM, one evaluator noted that although the DM proposal provided a significant amount of information, the DM proposal lacked clarity regarding the specifics of how DM would provide hardware as required in the Township's specifications. Several members of the Evaluation Committee noted that the billing percentage in Revenue's proposal was lower than the DM proposal making it advantageous with regards to cost.

By way of summary, the following sets forth the cumulative score for the proposals:

Vendor	Total Base Score	Total Weighted Score
Revenue	193	2135
DM	150	1585

Conclusion/Recommendation

Based on the Total Weighted Score, the Committee 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.

4839-7947-2201, v. 1

116-20
May 7, 2020

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is authorized to collect taxes quarterly from real property owners in connection with the operation of the municipality, in an amount calculated from the Amount to be Raised in the Municipal Budget and property tax payers property assessments; and

WHEREAS, such taxes are due the 1st of the month in February, May, August and October; and

WHEREAS, there is a 10 day grace period beginning the 1st day of February, May, August and October; and ending on the 10th of that month or the first business day after the 10th day of that month if the 10th day of that month is not a business day; and

WHEREAS, taxes paid after the due date but on or before the last day of the grace period will not be required to pay any interest accrued during the grace period; and

WHEREAS, the COVID-19 outbreak has resulted in economic uncertainty for many Township residents;

WHEREAS, the Township Council seeks to provide residents with some economic relief by extending the last day of the grace period for payment of the taxes due May 1, 2020 from May 11, 2020 to June 1, 2020; and

WHEREAS, Governor Murphy's Executive Order 130 authorizes municipalities to take such action;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the last day of the grace period for property owners to pay the taxes due May 1, 2020 is hereby extended from May 11, 2020 to June 1, 2020; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the New Jersey Division of Governmental Services, posted on the Township's website, published in the Townships official newspaper and made available in the Clerk's office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: May 7, 2020

4846-9733-7378, v. 1

117-20
May 12, 2020

RESOLUTION

WHEREAS, by Resolution No. 253-19 dated October 29, 2019, the Township Council awarded the 2018 Road Improvements, Phase III to Reggio Construction, Inc., 416 East Central Boulevard, Palisades Park, New Jersey 07650 in the amount of $655,289.30; and

WHEREAS, the final contact amount is $699,200.58; and

WHEREAS, the increase in the final contract amount by $43,911.28 is due to the final As-Built quantities with most of the increase attributable to additional Police Traffic Director man hours and additional drainage facilities on Stockman Street and Tompkins Street at Freemen Street; and

WHEREAS, the Municipal Engineer and Contractor agree to Change Order No. 1 and Final in the amount of $43,911.28 for this additional work; and

WHEREAS, this Change Order represents an increase of 6.70% over the original contract amount; and

WHEREAS, the Township Council concurs in the foregoing; and

WHEREAS, sufficient funds exist for this work.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 1 and Final for the project 2010 Road Improvement, Phase III with Reggio Construction, Inc., 416 East Central Boulevard, Palisades Park, NJ 07650 in the amount of $43,911.28 is hereby approved.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change Order on behalf of the Township of West Orange

Karen J. Carnevale, RMC, Municipal Clerk

Michelle Casalino, Council President

Adopted: May 12,2020

I hereby certify funds are available: ACCT NO. 032584 19 0600 110
2019 Capital Budget
$43,911.28

John Gross, Chief Financial Officer

TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI
Mayor

LEONARD R. LEPORE
Director, Municipal Engineer

Tel: (973) 325-4160
Fax: (973) 669-9588
Email: Engineering@westorange.org

May 6, 2020

CHANGE ORDER NO. 1 AND FINAL PROJECT: 2018 ROADWAY IMPROVEMENTS, PHASE III CONTRACTOR: REGGIO CONSTRUCTION, INC. 416 EAST CENTRAL BOULEVARD PALISADES PARK, NJ 07650

Final Contract Amount	$699,200.58
Original Contract Award Amount	$655,209.30
Difference	$ 43,911.28
Amount of Change Order	$ 43,911.28
Reason for Change Order	As built Quantities
Percentage Increase over Original Contract Award Amount	6.70%

Approved by:

_____ _____
Municipal Engineer Date

_____ _____
Contractor, Reggio Construction, Inc. Date

_____ _____
Township of West Orange Date

This Change Order approval by Resolution No. -20 dated ,2020 of the West Orange Township Council

639-20
May 12, 2020

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2019-2020** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, the license was granted 12.39 relief pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **May 12, 2020** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2019-2020** license term:

0722-33-068-016 Wilshire Hospitality Services, LLC t/a Wilshire Catering

KAREN J. CARNEVALE, RMC **ABC Board Secretary**	**MICHELLE CASALINO** **Council President/ABC Board member**

Adopted: May 12, 2020