TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING 7:30 P.M. DATE: MARCH 5, 2013

PUBLIC COMMENTS:
COUNCIL REQUESTS THAT PUBLIC COMMENTS BE LIMITED TO (3) THREE MINUTES PER PERSON

PRESENTATIONS:
COUNCIL REQUESTS THAT PRESENTATIONS BE LIMITED TO (30) MINUTES OR LESS AND MUST BE PRE-ARRANGED WITH THE MUNICIPAL CLERK

SALUTE TO THE FLAG
INVOCATION
NOTICE OF PUBLIC MEETING ROLL CALL

KUSER GABEL GOLINSKI LYDEN

SCOLLANS SMITH PRESIDENT FITZPATRICK IN ATTENDANCE

MAYOR ANDES ADMINISTRATOR WARD
TOWNSHIP ATTORNEY
OTHERS:

MEETING OPENED: MEETING CLOSED:

CEREMONIAL MATTERS AND/OR PRESENTATIONS

COUNCIL LIAISON/COMMITTEE REPORTS

MAYOR'S REPORT

ADMINISTRATOR'S REPORT
MATTERS OF OLD AND/OR NEW BUSINESS

ORDINANCE(S) FOR ADOPTION

#3-13 EXPLANATION: AMENDS FEES AT JAMES F. DYER PARK AT COOK'S POND

TITLE:
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE WITH REGARD TO JAMES F. DYER PARK AT COOK'S POND

#4-13 EXPLANATION: AUTHORIZES REFUNDING AGREEMENT WITH MORRIS COUNTY IMPROVEMENT AUTHORITY

TITLE:
AN ORDINANCE AUTHORIZING THE EXECUTION OF A REFUNDING AGREEMENT WITH THE MORRIS COUNTY IMPROVEMENT AUTHORITY AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH THE SERIES 2013 PROJECT FINANCED BY THE COUNTY OF MORRIS GUARANTEED AUTHORITY POOLED PROGRAM REFUNDING BONDS, SERIES 2013

ORDINANCE(S) FOR INTRODUCTION

#7-13 EXPLANATION: BOND ORDINANCE FOR IMPROVEMENTS TO VETERANS MEMORIAL PARK

TITLE:
BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO VETERANS PARK IN AND BY THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING $1,575,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,496,250 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF
ITEMS FOR DISCUSSION AND/OR ACTION

NONE SCHEDULED

<table>
<thead>
<tr>
<th>RESOLUTIONS</th>
<th># CONSENT AGENDA ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-13-58# RESOLUTION AUTHORIZING A REFUND OF A COAH DEVELOPMENT FEE - $222.00</td>
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<tr>
<td>R-13-59# RESOLUTION REFUNDING THE PAYMENT OF UTILITIES PAID AFTER LIEN REDEEMED - $125.88</td>
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<tr>
<td>R-13-60# RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE - $298.59</td>
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<tr>
<td>R-13-61# RESOLUTION AUTHORIZING APPLICATION OF FUNDS FOR THE SEATBELT ENFORCEMENT CAMPAIGN “CLICK IT OR TICKET 2013 STATEWIDE SEAT BELT MOBILIZATION GRANT” - $4,000.00</td>
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<tr>
<td>R-13-62# RESOLUTION AUTHORIZING RAFFLE LICENSES IN THE TOWNSHIP OF DENVILLE</td>
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<tr>
<td>R-13-63# RESOLUTION AUTHORIZING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE A LICENSE AGREEMENT WITH ARCADIS US INC.</td>
<td></td>
</tr>
<tr>
<td>R-13-64# RESOLUTION GRANTING CROSS RIVER FIBER A NON-EXCLUSIVE USE OF THE PUBLIC RIGHTS-OF-WAY AS IT RELATES TO TELECOMMUNICATION SYSTEMS</td>
<td></td>
</tr>
<tr>
<td>R-13-65# RESOLUTION AUTHORIZING ISSUANCE OF A SPECIAL ONE DAY ABC LIQUOR LICENSE</td>
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NON-CONSENT RESOLUTIONS

R-13-66 RESOLUTION AUTHORIZING CHANGE ORDERS TO THE CONTRACT WITH TQM CONSTRUCTION CORPORATION FOR POLICE DEPARTMENT RENOVATIONS

R-13-67 RESOLUTION AUTHORIZING AN AGREEMENT FOR 2013 COMMUNITY HEALTH SERVICES WITH ST. CLARE’S HOSPITAL

MINUTES FOR ADOPTION 2-12-13 2-19-13

MOTION TO ADJOURN
ORDINANCE #3-13

SHORT EXPLANATORY DESCRIPTION OF ORDINANCE:
AMENDS FEES AT COOK'S POND

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, OF THE GENERAL
ORDINANCES OF THE TOWNSHIP OF DENVILLE WITH REGARD TO
JAMES F. DYER PARK AT COOK'S POND

BE READ BY TITLE ON SECOND READING AND A HEARING HELD
THEREON:

COUNCIL PRESIDENT: MOTION TO READ BY TITLE
ROLL CALL
OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, OF THE GENERAL
ORDINANCES OF THE TOWNSHIP OF DENVILLE WITH REGARD TO
JAMES F. DYER PARK AT COOK'S POND

BE PASSED ON FINAL READING AND THAT A NOTICE OF FINAL PASSAGE BE
PUBLISHED IN THE MARCH 13, 2013 ISSUE OF THE CITIZEN.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

ORDINANCE # 3-13
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, OF THE GENERAL
ORDINANCES OF THE TOWNSHIP OF DENVILLE WITH REGARD TO
JAMES F. DYER PARK AT COOK'S POND

NOTICE IS HEREBY GIVEN THAT THE ABOVE ENTITLED ORDINANCE WAS REGULARLY,
DULY AND FINALLY PASSED AT A MEETING OF THE MUNICIPAL COUNCIL OF THE
TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY, HELD ON
3-5-13

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
ORDINANCE NO. 3-13

AN ORDINANCE TO AMEND CHAPTER II-A, FEES, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE WITH REGARD TO JAMES F. DYER PARK AT COOK'S POND

BE IT ORDAINED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, as follows:

SECTION 1. Chapter II-A, Fees, of the General Ordinances of the Township of Denville is hereby amended with respect to 2A-15, Recreation, James F. Dyer Park at Cook’s Pond Fees only, to read as follows:

"James F. Dyer Park at Cook’s Pond Fees:

I. SWIM MEMBERSHIP – SUMMER SEASON

A. Year 2013

<table>
<thead>
<tr>
<th>Membership</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family (3 or more)</td>
<td>$260.00</td>
<td>$330.00</td>
</tr>
<tr>
<td>Couple/Single/Parent &amp; One Child</td>
<td>$185.00</td>
<td>$245.00</td>
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<tr>
<td>Senior Couple (age 62 or older)</td>
<td>$100.00</td>
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<tr>
<td>Senior Single (age 62 or older)</td>
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<tr>
<td>Single (under 62)</td>
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<tr>
<td>Daily Guest Pass (must be accompanied by a member)</td>
<td>$ 6.00</td>
<td>6.00</td>
</tr>
<tr>
<td>Discount Guest Pass Booklet (must be accompanied by a member)</td>
<td>$ 40.00</td>
<td>$ 40.00</td>
</tr>
<tr>
<td>Swim membership issued after 7/31</td>
<td>50% of fee</td>
<td>50% of fee</td>
</tr>
<tr>
<td>Lost Badge Fee</td>
<td>$ 5.00</td>
<td>$ 5.00</td>
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B. Year 2014

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<tr>
<td>Senior Couple (age 62 or older)</td>
<td>$100.00</td>
<td>$150.00</td>
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<tr>
<td>Senior Single (age 62 or older)</td>
<td>$ 60.00</td>
<td>$ 90.00</td>
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<tr>
<td>Single (under 62)</td>
<td>$190.00</td>
<td>$235.00</td>
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<td>$ 6.00</td>
<td>6.00</td>
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<td>Discount Guest Pass Booklet (must be accompanied by a member)</td>
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<td>$ 5.00</td>
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C. Year 2015

<table>
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<th>Membership</th>
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<td>accompanied by a member)</td>
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<tr>
<td>Lost Badge Fee</td>
<td>$5.00</td>
<td>$5.00</td>
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II. SWIM MEMBERSHIP – WEEKEND SEASON

A. Year 2013

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<tr>
<th>Membership</th>
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<tbody>
<tr>
<td>Family (3 or more)</td>
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<td>Senior Couple (age 62 or older)</td>
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<td>Daily Guest Pass (must be accompanied</td>
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<td>6.00</td>
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<tr>
<td>by a member)</td>
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<td>accompanied by a member)</td>
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<td>Lost Badge Fee</td>
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<tr>
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B. Year 2014

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<td>50% of fee</td>
<td>50% of fee</td>
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C. Year 2015

<table>
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<td>$ 70.00</td>
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<td>Senior Single (age 62 or older)</td>
<td>$ 40.00</td>
<td>$ 60.00</td>
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<tr>
<td>Single (under 62)</td>
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<td>$  5.00</td>
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<tr>
<td>Swim membership issued after 7/31</td>
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III. PICNIC AREA RENTAL

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<td>A. Year 2013</td>
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<tr>
<td>B. Year 2014</td>
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<tr>
<td>C. Year 2015</td>
<td>$280.00</td>
<td>$280.00</td>
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IV. MISCELLANEOUS FEES

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<tr>
<td>One Week Trial Membership (per individual)</td>
<td>$ 50.00</td>
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SECTION 2. All Ordinances of the Township of Denville which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3. This Ordinance may be renumbered for purposes of codification.

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: 

DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK

APPROVED:

MAYOR THOMAS W. ANDES TOWNSHIP OF DENVILLE

3
ORDINANCE #4-13

SHORT EXPLANATORY DESCRIPTION OF ORDINANCE:
AUTHORIZES REFUNDING AGREEMENT WITH MORRIS COUNTY IMPROVEMENT AUTHORITY

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE AUTHORIZING THE EXECUTION OF A REFUNDING AGREEMENT WITH THE MORRIS COUNTY IMPROVEMENT AUTHORITY AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH THE SERIES 2013 PROJECT FINANCED BY THE COUNTY OF MORRIS GUARANTEED AUTHORITY POOLED PROGRAM REFUNDING BONDS, SERIES 2013
BE READ BY TITLE ON SECOND READING AND A HEARING HELD THEREON:

COUNCIL PRESIDENT: MOTION TO READ BY TITLE
ROLL CALL
OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE AUTHORIZING THE EXECUTION OF A REFUNDING AGREEMENT WITH THE MORRIS COUNTY IMPROVEMENT AUTHORITY AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH THE SERIES 2013 PROJECT FINANCED BY THE COUNTY OF MORRIS GUARANTEED AUTHORITY POOLED PROGRAM REFUNDING BONDS, SERIES 2013
BE PASSED ON FINAL READING AND THAT A NOTICE OF FINAL PASSAGE BE PUBLISHED IN THE MARCH 13, 2013 ISSUE OF THE CITIZEN.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

ORDINANCE # 4-13
AN ORDINANCE AUTHORIZING THE EXECUTION OF A REFUNDING AGREEMENT WITH THE MORRIS COUNTY IMPROVEMENT AUTHORITY AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH THE SERIES 2013 PROJECT FINANCED BY THE COUNTY OF MORRIS GUARANTEED AUTHORITY POOLED PROGRAM REFUNDING BONDS, SERIES 2013

NOTICE IS HEREBY GIVEN THAT THE ABOVE ENTITLED ORDINANCE WAS REGULARLY, DULY AND FINALLY PASSED AT A MEETING OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY, HELD ON 3-5-13

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
ORDINANCE #4-13

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REFUNDING AGREEMENT WITH THE MORRIS COUNTY IMPROVEMENT AUTHORITY AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH THE SERIES 2013 PROJECT FINANCED BY THE COUNTY OF MORRIS GUARANTEED AUTHORITY POOLED PROGRAM REFUNDING BONDS, SERIES 2013

WHEREAS, The Morris County Improvement Authority (including any successors and assigns, the "Authority") has been duly created by resolution no. 42 entitled "Resolution of the Board of Chosen Freeholders of Morris County, New Jersey creating the Morris County Improvement Authority" duly adopted by the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Morris (the "County") in the State of New Jersey (the "State") on April 10, 2002, as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act") and other applicable law;

WHEREAS, the Authority is authorized by law to purchase, lease or otherwise acquire public facilities for the benefit of certain local governmental units located within and including the County, including without limitation, the Township of Denville ("Denville" or the "Local Unit");

WHEREAS, on May 28, 2004, Denville issued $5,202,800 aggregate principal amount of bond anticipation notes, maturing May 27, 2005 (the "Denville Series 2004 Notes");

WHEREAS, on May 26, 2005, the Authority issued its $19,085,000 original aggregate principal amount of "County of Morris Guaranteed Authority Pooled Program Bonds, Series 2005" (the "Series 2005 Pooled Bonds") for the purpose, among other things, of the purchase of the Authority's $19,085,000 original aggregate principal amount of "Lease Revenue Bonds, Series 2005" (the "Series 2005 Lease Revenue Bonds");

WHEREAS, the Authority refunded the Denville Series 2004 Notes (the "2005 Denville Project") as more fully set forth on Exhibit A to the" Lease Agreement" entered into between the Authority and Denville (the "Denville Capital Equipment Lease Agreement") and Exhibit A to the "Property and Equipment Lease Purchase Agreement" entered into between the Authority and Denville (the "Denville Property Lease Agreement" and, together with the Denville Capital Equipment Lease Agreement, the "Denville Lease Agreements") through the issuance of the portion of the Series 2005 Lease Revenue Bonds issued on behalf of Denville;
WHEREAS, the Series 2005 Lease Revenue Bonds were issued pursuant to the Authority’s bond resolution entitled, “RESOLUTION AUTHORIZING THE ISSUANCE OF AUTHORITY LEASE REVENUE BONDS, SERIES 2005 OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY” which was duly adopted by the Authority at a meeting thereof duly called and held on April 13, 2005, as amended and supplemented by a Certificate of the Chairman of the Authority dated May 26, 2005 issued pursuant to Section 2.02(1)(e) of the original bond resolution (the “Original Lease Revenue Bond Resolution”), the Act and other applicable law.

WHEREAS, the Series 2005 Lease Revenue Bonds were issued in one series for each of the Township of Brick (“Brick”), in the County of Ocean (the “Series 2005A Lease Revenue Bonds”), Denville (the “Series 2005B Lease Revenue Bonds”) and the Educational Services Commission (“ESC”) of Morris County (the “Series 2005C Lease Revenue Bonds”);

WHEREAS, the Series 2005A Lease Revenue Bonds matured on September 1, 2010 and the Series 2005C Lease Revenue Bonds matured on August 15, 2012;

WHEREAS, the Series 2005B Lease Revenue Bonds are secured by (i) certain rental payments made by Denville in accordance with the terms of the Denville Lease Agreements, (ii) a guaranty of Denville authorized by an ordinance guarantying the principal of and interest on the Series 2005B Lease Revenue Bonds pursuant to N.J.S.A. 40:37A-80 of the Act (the “Denville Guaranty”), and (iii) as otherwise set forth in the Original Lease Revenue Bond Resolution;

WHEREAS, the Series 2005 Pooled Bonds were issued pursuant to (i) a bond resolution of the Authority entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF MORRIS GUARANTEED AUTHORITY POOLED PROGRAM BONDS, SERIES 2005 OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY”, which was duly adopted by the Authority at a meeting thereof duly called and held on April 13, 2005, as amended and supplemented by a Certificate of the Chairman of the Authority dated May 26, 2005 issued pursuant to Section 2.02(1)(e) of the original bond resolution (collectively, the “Original Pooled Bond Resolution”), (ii) the Act, and other applicable law;

WHEREAS, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2005 Pooled Bonds was fully, unconditionally and irrevocably guaranteed in an aggregate principal amount not to exceed $20,000,000 in accordance with (i) the terms of a guaranty ordinance of the County finally adopted by the Board of Freeholders on March 23, 2005 and (ii) by a guaranty certificate executed by an authorized officer of the County on the face of each Series 2005 Pooled Bond (collectively, the “Series 2005 County Guaranty”), all pursuant to Section 37 (“Section 37”) of the Act (N.J.S.A. 40:37A-80) and other applicable law, which payments are included as part of the Trust Estate applicable to the Series 2005 Pooled Bonds pledged by the Authority to the Trustee under the Original Series 2005 Pooled Bond Resolution;
WHEREAS, the Series 2005 Pooled Bonds are presently Outstanding (as such term is defined in the Original Series 2005 Pooled Bond Resolution) in the aggregate principal amount of $8,590,000, a portion of which is subject to redemption on or after September 1, 2015, at the option of the Authority upon the Authority’s receipt of the direction or approval notice from the Applicable Local Unit (Denville), at a redemption price equal to 100% of the principal amount to be redeemed (the “Callable Series 2005 Pooled Bonds”);

WHEREAS, Denville has notified the Authority of its intention to advance refund all or a portion of the Callable Series 2005 Pooled Bonds (the “Series 2005 Bonds to be Refunded”) related to Denville and secured by the Series 2005B Lease Revenue Bonds issued by the Authority on behalf of Denville;

WHEREAS, the Authority and Denville have determined that there are debt service savings to be achieved through the advance refunding of all or a portion of their allocable share of the Series 2005 Bonds to be Refunded (the “Advance Refunding Project”), which net savings shall in turn be passed on to Denville, through the application of a debt service credit for the benefit of Denville and the Series 2005B Lease Revenue Bonds, all pursuant to the terms of the Series 2013 Refunding Agreement (as hereinafter defined);

WHEREAS, in order to implement the Advance Refunding Project, and to pay the costs of issuance and fund any necessary reserves or other costs related thereto (collectively, the “Series 2013 Project”), the Authority shall adopt a bond resolution entitled “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF MORRIS GUARANTEED AUTHORITY POOLED PROGRAM REFUNDING BONDS, SERIES 2013 OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY” (the “Series 2013 Supplemental Pooled Bond Resolution” and, together with the Original Pooled Bond Resolution, and any further amendments thereof or supplements thereto, the “Pooled Bond Resolution”);

WHEREAS, the Series 2013 Supplemental Pooled Bond Resolution shall authorize the issuance of “County of Morris Guaranteed Authority Pooled Program Bonds, Series 2013” in the aggregate principal amount not to exceed $11,000,000 (the “Series 2013 Refunding Bonds”);

WHEREAS, the Advance Refunding Project shall be achieved through the deposit of a portion of the proceeds of the Series 2013 Refunding Bonds with the trustee authorized under the Pooled Bond Resolution (the “Trustee”), as escrow agent (the “Escrow Agent”) pursuant to an “Escrow Deposit Agreement” to be dated as of the first day of the month of issuance of the Series 2013 Refunding Bonds (the “Escrow Deposit Agreement”) between the Authority and the Escrow Agent;

WHEREAS, upon issuance of the Series 2013 Refunding Bonds, and the deposits with the Escrow Agent of a portion of the proceeds thereof in accordance with the terms of the Escrow Deposit Agreement, the Series 2005 Bonds to be Refunded shall no longer be Outstanding under the Bond Resolution, and only the Series 2005 Bonds that are not refunded through the Advance Refunding Project, if any (the “Outstanding Series 2005 Bonds”) and the Series 2013 Refunding Bonds shall be Outstanding under the Bond Resolution;
WHEREAS, the Series 2013 Refunding Bonds shall be secured on a parity basis with the Outstanding Series 2005 Bonds, and any other Bonds issued under and as defined in the Bond Resolution (collectively, the “Outstanding Bonds”), by the Series 2013 Trust Estate under and as defined in the Pooled Bond Resolution, including the Series 2013 Supplemental Pooled Bond Resolution, which Series 2013 Trust Estate shall consist, in material part, of the Denville Lease Agreements and the principal of, redemption premium, if any, and interest on the Series 2005B Authority Lease Revenue Bonds, the payment on which (from this point forward, after application of the debt service credit in accordance with the Series 2013 Refunding Agreement) shall be made by Denville in accordance with the Local Bonds Law or other applicable law and shall be made from the levy of ad valorem taxes upon all taxable property within the jurisdiction of Denville without limitation as to rate or amount and which Series 2005B Authority Lease Revenue Bonds shall be assigned by the Authority to the Trustee as further security for the payment of the Series 2013 Refunding Bonds in accordance with the terms of the Pooled Bond Resolution and the Denville Lease Agreements;

WHEREAS, simultaneously with the issuance of the Series 2013 Refunding Bonds, the Authority and Denville shall enter into that certain “Series 2013 Refunding Agreement Relating to the Series 2005B Authority Lease Revenue Bonds” (the “Series 2013 Refunding Agreement”) containing (i) a revised Exhibit B to its Denville Capital Equipment Lease Agreement, (ii) a revised Schedule B to Exhibit A of the Denville Property Lease Agreement, (iv) the Authority’s consent, as sole bondholder of the Series 2005 Lease Revenue Bonds, to the revised debt service schedule on the Series 2005 Lease Revenue Bonds, and (iv) a revised debt service schedule to be attached to the Series 2005 Lease Revenue Bonds, all evidencing the credit to debt service on its Series 2005B Authority Lease Revenue Bond;

WHEREAS, the Series 2013 Refunding Agreement shall be authorized by this ordinance of Denville (the “Series 2013 Denville Authorizing Ordinance”);

WHEREAS, in order to evidence the revised debt service schedule on the Series 2005 Lease Revenue Bonds and the Authority’s consent thereto as sole bondholder of the Series 2005 Lease Revenue Bonds in accordance with Sections 11.03, 11.07 and 11.08 of the Original Lease Revenue Bond Resolution, the Authority shall adopt a supplemental bond resolution entitled “SUPPLEMENTAL RESOLUTION IN CONNECTION WITH THE AUTHORITY LEASE REVENUE BONDS, SERIES 2005 OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY” (the “Series 2013 Supplemental Lease Revenue Bond Resolution”) and together with the Original Lease Revenue Bond Resolution, and any further amendments thereof or supplements thereto, the “Lease Revenue Bond Resolution”;

WHEREAS, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2013 Refunding Bonds shall be fully, unconditionally and irrevocably guaranteed in an aggregate principal amount not to exceed $11,000,000 in accordance with (i) the terms of a guaranty ordinance of the County to be finally adopted by the Board of Freeholders, (ii) by a guaranty certificate to be executed by an authorized officer of the County on the face of each Series 2013 Refunding Bond and (iii) as may be required by any rating agency, underwriter, Series 2013 Refunding Bond purchaser or other entity that will allow the Authority to sell the
Series 2013 Refunding Bonds at the lowest possible cost to Denville, an agreement setting forth the County's obligation to make any such guaranty payments in accordance with and within the parameters set forth in such ordinance (collectively, the "Series 2013 County Guaranty"); and together with the Series 2005 County Guaranty, the "County Guaranty"), all pursuant to Section 37 of the Act and other applicable law.

WHEREAS, accordingly, the Trust Estate under the Bond Resolution shall also include, (i) with respect to the Outstanding Series 2005 Bonds, the Series 2005 County Guaranty, and (ii) with respect to the Series 2013 Refunding Bonds, the Series 2013 County Guaranty;

WHEREAS, pursuant to the terms of the Denville Lease Agreements, Denville constitutes a "materially obligated person" within the meaning and for the purposes set forth in Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended, and will be required to enter into those certain "Denville Continuing Disclosure Agreement" to be dated as of the first day of the month of issuance of the Series 2013 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with their respective terms, the "Denville Continuing Disclosure Agreement") with the Authority and the Trustee, as dissemination agent (the "Dissemination Agent") in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, pursuant to the terms of the Bond Resolution due to the Series 2013 County Guaranty, as a "materially obligated person" within the meaning and for the purposes set forth in Rule 15c2-12, the County shall be required to enter into that certain "County Continuing Disclosure Agreement" to be dated as of the first day of the month of issuance of the Series 2013 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the "County Continuing Disclosure Agreement") with the Authority and the Dissemination Agent in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, pursuant to the terms of the Bond Resolution, the Authority (i) shall not be considered a "materially obligated person" within the meaning and for the purposes set forth in Rule 15c2-12 and (ii) shall be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority (a) may be required to enter into a separate continuing disclosure agreement, and (b) shall be required to provide such material events notices under the terms of the Denville Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12 (the "Authority Continuing Disclosure Agreement" and, together with the Denville Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, the "Continuing Disclosure Agreements");

WHEREAS, in order to market and sell the Series 2013 Refunding Bonds, the Authority will have to (i) make an application (the "Local Finance Board Application") to, and seek, obtain, and officially recognize the findings from the Local Finance Board (the "Local Finance Board") in the Department of Local Government Services of the State Department of Community Affairs, all in accordance with N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, (ii) authorize the distribution of a preliminary official statement "deemed final" within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2013 Refunding Bonds, the Series 2013
Project and the other transactions contemplated hereby (the “Preliminary Official Statement”), (iii) enter into a bond purchase agreement with an underwriter to be selected from the Authority’s qualified underwriter list procured through a fair and open process (the “Underwriter”) by the Authority (the “Bond Purchase Agreement”), (iv) execute and deliver a final Official Statement incorporating the terms of the sale of the Series 2013 Refunding Bonds and certain other information into the Preliminary Official Statement (the “Official Statement” and together with the Preliminary Official Statement, the Bond Purchase Agreement, the “Sale Documents”);

WHEREAS, the Authority shall have no obligation with respect to the Series 2013 Project other than the financing thereof through the issuance of the Series 2013 Refunding Bonds; accordingly, the payment of the principal of and interest on the Outstanding Bonds shall remain the sole responsibility Denville through their payment of the principal of and interest on the Series 2005B Authority Lease Revenue Bond, as guaranteed by Denville by the Denville Guaranty; and

WHEREAS, in accordance with Section 13 (“Section 13”) of the Act (N.J.S.A. 40:37A-56), prior to the issuance of the Series 2013 Refunding Bonds, the Authority will have made a detailed report of the Series 2013 Project to the Board of Freeholders, which report will include, without limitation, descriptions of the Series 2013 Supplemental Pooled Bond Resolution, the Series 2013 Supplemental Lease Revenue Bond Resolution, the Series 2013 Denville Authorizing Ordinance, the Series 2013 Refunding Bonds, the Series 2013 County Guaranty, the Series 2013 Refunding Agreement, the Escrow Deposit Agreement, the Continuing Disclosure Agreements, and if necessary, desirable or convenient as determined by the Authority, the County, and as applicable, the Local Unit, such other applicable agreements that may include one or more of the Local Finance Board Application or any Sale Documents (collectively, the “Financing Documents”).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP OF DENVILLE IN THE COUNTY OF MORRIS, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:

Section 1. The Series 2013 Refunding Agreement heretofore prepared or to be prepared in connection with the Series 2013 Refunding Bonds, in the form attached hereto as Exhibit A with such changes as may be recommended by counsel to Denville, is hereby authorized and approved.

Section 2. The aggregate outstanding principal amount of all Series 2013 Refunding Bonds (including notes) secured by the Series 2013 Refunding Agreement shall in no event exceed $11,000,000.

Section 3. It is hereby confirmed that the full faith and credit of Denville are irrevocably pledged to the punctual payment of all amounts due and owing under the Denville Lease Agreements as adjusted by the Series 2013 Refunding Agreement authorized by this Ordinance, and to the extent payment is not otherwise provided, Denville shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.
Section 4. The Mayor and Treasurer/Chief Financial Officer are hereby severally authorized to execute the Series 2013 Refunding Agreement on behalf of Denville. The Clerk of Denville is hereby authorized to attest said signatures and to affix the seal of Denville unto the same. The execution of the Series 2013 Refunding Agreement by the Mayor or Treasurer/Chief Financial Officer shall conclusively evidence Denville’s approval of the terms thereof and no further action shall be required.

Section 5. All actions heretofore taken and documents prepared or executed by or on behalf of Denville by the Mayor, Treasurer/Chief Financial Officer, Clerk of Denville, other Denville officers and officials or by Denville’s professional advisors, in connection with the Series 2013 Project, and matters related thereto, and the issuance of Series 2013 Refunding Bonds by the Authority are hereby authorized, approved, ratified and confirmed.

Section 6. The Mayor, Treasurer/Chief Financial Officer and Clerk of the Township of Denville are each hereby authorized to execute such closing certificates and other documents and instruments as may be necessary or desirable for the issuance by the Authority of the Series 2013 Refunding Bonds and related to the financing or refinancing of the Series 2013 Project and all matters related thereto.

Section 7. All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 8. A public hearing shall be held on this guaranty ordinance on 3-5-13 at 7:30 p.m. in the Municipal Council Chambers of the Denville Municipal Building, #1 St. Mary’s Place, Denville, New Jersey.

Section 9. The Clerk of the Township of Denville is hereby directed to publish and post notice of this ordinance as required by applicable law, including the Act.

Section 10. Upon the adoption hereof, the Clerk of the Township of Denville shall forward certified copies of this ordinance to John Bonanni, County Administrator and Chairman of the Authority, Daniel W. O’Mullan, Esq., County Counsel, Stephen B. Pearlman, Esq., Counsel to the Authority and Matthew D. Jessup, Esq., Bond Counsel to Denville.

Section 11. This ordinance shall take effect at the time and in the manner provided by applicable law.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

ATTEST:                  APPROVED:

 DONNA I. COSTELLO, RMC/CMC                  MAYOR THOMAS W. ANDES
MUNICIPAL CLERK                  TOWNSHIP OF DENVILLE
ORDINANCE # 7-13

SHORT EXPLANATORY STATEMENT:
BOND ORDINANCE TO IMPROVE VETERANS PARK

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO VETERANS
PARK IN AND BY THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF
MORRIS, NEW JERSEY, APPROPRIATING $1,575,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF $1,496,250 BONDS OR NOTES OF
THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

BE INTRODUCED AND READ BY TITLE ON FIRST READING:

COUNCIL PRESIDENT: MOTION TO INTRODUCE
DISCUSSION ON ORDINANCE
ROLL CALL ON INTRODUCTION

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO VETERANS
PARK IN AND BY THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF
MORRIS, NEW JERSEY, APPROPRIATING $1,575,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF $1,496,250 BONDS OR NOTES OF
THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

BE PASSED ON FIRST READING

BE IT FURTHER RESOLVED THAT SAID ORDINANCE SHALL BE
CONSIDERED FOR FINAL PASSAGE AT THE MEETING OF THE
MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE ON 4-2-13 AT
7:30 P.M. IN THE EVENING, PREVAILING TIME, AT THE MUNICIPAL
BUILDING IN SAID TOWNSHIP OF DENVILLE AT WHICH TIME AND
PLACE ALL PERSONS INTERESTED SHALL BE GIVEN AN
OPPORTUNITY TO BE HEARD CONCERNING SAID ORDINANCE.

BE IT FURTHER RESOLVED THAT THE MUNICIPAL CLERK BE
AUTHORIZED AND DIRECTED TO ADVERTISE THIS ORDINANCE IN THE
CITIZEN ACCORDING TO LAW.

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL
ORDINANCE 7-13

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO VETERANS PARK IN AND BY THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING $1,575,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,496,250 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Township of Denville, in the County of Morris, New Jersey (the “Township”) as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of $1,575,000, including the sum of $78,750 as the down payment required by the Local Bond Law. The down payment is now available from the Township’s Open Space Fund.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of $1,496,250 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is improvements to Veterans Park, including the installation of
a turf field and lighting and renovations to the dog park, including all related costs and expenditures incidental thereto, and further including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one 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 notes issued pursuant to this bond ordinance, and the chief financial officer’s signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to 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 purchasers thereof upon receipt of payment of the purchase price plus accrued interest 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 amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. 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, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose 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 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, 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. 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 and notes provided in this bond ordinance by $1,496,250, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding $300,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.
Section 7. The Township hereby declares the intent of the Township to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township 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 obligations of the Township 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 obligations of the Township 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 10. 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 real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE**

ATTEST:  

DONNA I. COSTELLO, RMC/CMC  
MUNICIPAL CLERK

APPROVED:  

MAYOR THOMAS W. ANDES  
TOWNSHIP OF DENVILLE
CONSTRUCTION DEPARTMENT

RESOLUTION AUTHORIZING A REFUND
OF A COAH DEVELOPMENT FEE

WHEREAS, the permit payor listed below has overpaid the COAH Development Fee in the amount shown;

and

WHEREAS, the permit payor has requested that the amount listed below be refunded.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of Denville that a refund from the Housing Trust Fund be made to the following named individual as a result of overpayment.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anthony Digiovanna</td>
<td>#120630</td>
<td>$222.00</td>
<td>17-280-56-000</td>
</tr>
</tbody>
</table>

I, DONNA I. COSTELLO, MUNICIPAL CLERK
OF THE TOWNSHIP OF DENVILLE, DO HEREBY
CERTIFY THE ABOVE TO BE A TRUE AND EXACT
COPY OF RESOLUTION ADOPTED BY THE MUNICIPAL
COUNCIL OF THE TOWNSHIP OF DENVILLE AT
THEIR MEETING HELD ON 3-5-13.

CERTIFICATION DATE               DONNA I. COSTELLO, RMC/CMC
                                MUNICIPAL CLERK
RESOLUTION REFUNDING THE PAYMENT
OF UTILITIES PAID AFTER LIEN REDEEMED

WHEREAS, it has been found that the following utilities were paid by Lien
Holder after the Lien was redeemed.

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector is hereby authorized
and directed to prepare a voucher in the following name to refund said payment made in
error; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer is hereby
authorized and directed to deliver the check to the Tax Collector to be delivered to said
taxpayer after the refund has been recorded in the taxpayer’s history file.

TAXES

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>31103 3</td>
<td>Stonefield Investment Fund II, LL</td>
<td>$125.88</td>
</tr>
<tr>
<td></td>
<td>21 Robert Pitt Dr. #202</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monsey, NY 10952</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loc: 65 Claude Ave.</td>
<td></td>
</tr>
</tbody>
</table>

I, DONNA COSTELLO, MUNICIPAL CLERK
OF THE TOWNSHIP OF DENVILLE, DO HEREBY
CERTIFY THE ABOVE TO BE A TRUE AND EXACT
COPY OF RESOLUTION ADOPTED BY THE MUNICIPAL
COUNCIL OF THE TOWNSHIP OF DENVILLE AT THEIR
MEETING HELD ON 3-5-19

CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE.

WHEREAS, the Township of Denville held a Tax Lien Sale on 10/17/2012 for Delinquent 2011 Calendar Year Water & Sewer, and a Tax Sale Certificate was purchased by US Bank Cust for Pro Capital I LLC on Block 20002 Lot 3.01 C0805; and

WHEREAS the owner of said property has paid to the Tax Collector all moneys due for the Redemption of said Tax Sale Certificate.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector is hereby authorized and directed to prepare a voucher to refund the amount shown below to the named lien holder; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer is hereby authorized and directed to forward the check to the Tax Collector to be delivered to said person after proper notation has been made on the Tax Records.

<table>
<thead>
<tr>
<th>BLOCK /LOT</th>
<th>PURCHASER OF LIEN</th>
<th>REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>20002 3.01 C0805</td>
<td>US Bank Cust for Pro Capital I LLC 1000 Haddonfield –Berlin Rd Suite 203 Voorhees, NJ 08043</td>
<td>$298.59</td>
</tr>
</tbody>
</table>

Certificate # 2012-003

Premium Returned $400.00

1, DONNA I. COSTELLO, MUNICIPAL CLERK
OF THE TOWNSHIP OF DENVILLE, DO HEREBY
CERTIFY THE ABOVE TO BE A TRUE AND EXACT
COPY OF RESOLUTION ADOPTED BY THE MUNICIPAL
COUNCIL OF THE TOWNSHIP OF DENVILLE AT THEIR
MEETING HELD ON 3-5-13

CERTIFICATION DATED: DONNA I COSTELLO, RMC/CMC MUNICIPAL CLERK
RESOLUTION AUTHORIZING APPLICATION FOR FUNDS FOR THE SEATBELT ENFORCEMENT CAMPAIGN “CLICK IT OR TICKET 2013 STATEWIDE SEAT BELT MOBILIZATION GRANT”

WHEREAS, the State of New Jersey, Division of Highway Safety (“State”) provides grants to nonprofit organizations for assistance in the acquisition of funds for implementation of an enforcement campaign for seat belt use compliance; and

WHEREAS, the Township of Denville desires to further the public interest by obtaining a grant of $4,000.00 from the State to fund the CLICK-IT OR TICKET ENFORCEMENT PROGRAMS; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the grant program and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey as follows:

1. the Traffic Task Force of the Denville Police Department is hereby authorized to make application for a grant from the State of New Jersey, Division of Highway Safety for a SEAT BELT ENFORCEMENT PROJECT, MAY 20 THROUGH JUNE 2, 2013.
2. the Traffic Task Force of the Denville Police Department shall provide additional application information and furnish such documents as may be required.
3. the Traffic Task Force of the Denville Police Department shall act as the authorized correspondent of the Township relative to this application.
4. the applicant agrees to comply with all applicable laws, rules and regulations in its performance of the project.
5. this Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
RESOLUTION AUTHORIZING RAFFLE LICENSE(S)
IN THE TOWNSHIP OF DENVILLE

BE IT RESOLVED by the Municipal Council of the Township of Denville that the
application(s) for the following RAFFLE(S) be approved and the Municipal Clerk be
authorized to issue said license(s) on behalf of the Municipality.

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Rugby Corp.</td>
<td>Off Prem. 50/50</td>
<td>6-8-13</td>
</tr>
</tbody>
</table>
RESOLUTION

WHEREAS, the Township of Denville is the owner of property located at 27 West Main Street in Denville Township; and

WHEREAS, in May 2009, the Township entered into an access agreement with ExxonMobil to allow ExxonMobil to conduct an environmental investigation at the subject property due to a release of petroleum hydrocarbons at 30 West Main Street; and

WHEREAS, the Township granted a license in August 2010 to ExxonMobil's environmental consultant, Kleinfelder East, Inc. to allow continued access to the Township's property to conduct the investigation; and

WHEREAS, the Township has been advised that ExxonMobil transferred the site to PMG New Jersey II, LLC, and that PMG has assumed the remedial obligation for the subject site and retained Arcadis U.S., Inc. to continue the environmental investigation; and

WHEREAS, Arcadis U.S. Inc. has requested an updated license agreement to permit them to continue the environmental investigation work.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized to execute a License Agreement with Arcadis U.S. Inc. to continue the environmental investigation at property owned by the Township and located at 27 West Main Street, Denville, New Jersey.

2. A copy of the License Agreement is on file in the office of the Township Clerk for inspection by the public.

3. This Resolution shall take effect immediately.
TOWNSHIP OF DENVILLE

RESOLUTION APPROVING RIGHT-OF-WAY USE TO CROSS RIVER FIBER

WHEREAS, Cross River Fiber LLC, Cross River Fiber, Inc., d/b/a Cross River Fiber NJ Inc. ("Cross River Fiber"), seeks to place its telecommunication facilities aerially on existing utility poles or in an underground conduit in the Public Rights-of-Way within the Township of Denville for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

WHEREAS, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State; and

WHEREAS, N.J.S.A. 48:3-19 requires Cross River Fiber to obtain the consent of the Township of Denville for the joint use of any existing utility poles; and

WHEREAS, N.J.S.A. 54:30A-124(a) provides that a municipality may not impose any fees, taxes, levies or assessments in the nature of a local franchise, right of way, or gross receipts fee, tax, levy or assessment against telecommunications companies but that a municipality may impose reasonable fees for actual services made by any municipal, regional or county governmental agency; and

WHEREAS, it is the in the best interests of the Township of Denville and its citizens to grant consent to Cross River Fiber; and

WHEREAS, the consent granted is for the non-exclusive use of the Public Rights-of-Ways for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system subject to the terms and conditions of the attached Use Agreement with Cross River Fiber.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of Denville, that the Township of Denville is hereby authorized to grant Cross River Fiber a non-exclusive use of the Public Rights-of-Ways for the purpose of owning, constructing, installing, operating repairing and maintaining a telecommunications system; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute any and all documents necessary to effectuate this Resolution.
RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated __________ (the "Effective Date"), and entered into by and between the Township of Denville ("Municipality"), a New Jersey municipal corporation, having its address at 1 St. Mary’s Place, Denville, NJ 07834 and Cross River Fiber LLC, Cross River Fiber, Inc. d/b/a Cross River Fiber NJ Inc. (collectively referred to herein as "Cross River Fiber") with offices located at 382 Springfield Avenue, Suite 409, Summit, NJ 07901.

RECITALS

WHEREAS, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011 and Docket No. TE12040297 on June 18, 2012 and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, pursuant to such authority granted by the New Jersey Board of Public Utilities, Cross River Fiber may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS, Cross River Fiber proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

WHEREAS, it is in the best interests of the Municipality and its citizenry for the Municipality to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the
Municipality for this purpose; and

WHEREAS, the consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Municipality and Cross River Fiber hereby agree to and with each other as follows:

Section 1: Definitions

a. "BFU" is the New Jersey Board of Public Utilities.

b. "Cross River Fiber" is the grantee of rights under this Use Agreement and is known as Cross River Fiber, their successors and assigns.

c. "Municipality" is the grantor of rights under this Use Agreement and is known as the Township of Denville, State of New Jersey.


e. "Public Rights-of-Way" means the space in, upon, above, along, across, over, and through any public land, road, street or highway of the Municipality, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of the Municipality. This term shall not include county, state, or federal rights-of-way or any property owned by any person or agency other than the Municipality, except as provided by applicable Laws or pursuant to an agreement between the Municipality and any such person or agency.

f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

Section 2: Grant of Consent.

The Municipality hereby grants Cross River Fiber its municipal consent for the non-exclusive
use of the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

Section 3: Public Purpose.

It is deemed to be in the best interests of the Municipality and its citizenry, particularly including commercial and industrial citizens, for the Municipality to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Municipality for this purpose.

Section 4: Scope of Use Agreement.

Any and all rights expressly granted to Cross River Fiber under this Use Agreement, which shall be exercised at Cross River Fiber's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Cross River Fiber a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

The Municipality hereby authorizes and permits Cross River Fiber to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or others, or to be constructed by Cross River Fiber located within the Public Rights-of-Way as may be permitted by the property owner, as the case may be.

Section 5: Compliance with Ordinance and Regulations.
Cross River Fiber shall comply with all applicable existing ordinances and regulations of the Municipality as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law. Cross River Fiber agrees to obtain road opening permits, if applicable.

The Township reserves the right to require Cross River Fiber to relocate Cross River Fiber’s installations as necessary in connection with public improvement projects.

Section 6: Duration of Consent

The non-exclusive municipal consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement.

Section 7: Indemnification

Cross River Fiber, its successors, assigns, sub-contractors, agents, servants, officers, employées, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Cross River Fiber actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Municipality in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Cross River Fiber activities pursuant to the rights granted in this Use Agreement.

Section 8. Notices
All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Cross River Fiber at: Cross River Fiber LLC
Cross River Fiber Inc. d/b/a Cross River Fiber NJ Inc.
382 Springfield Avenue, Suite 409
Summit, NJ 07901
Attn: Vincenzo Clemente, President & CEO

To the [Municipality] at: The Township of Denville
1 St. Mary’s Place
Denville, NJ 07834
Attn: Municipal Clerk

Section 9. Liability Insurance

Cross River Fiber shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars ($1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars ($5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Cross River Fiber shall file with the Municipality Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Municipality shall notify Cross River Fiber within fifteen (15) days after the presentation of any claim or demand to the Municipality, either by suit or otherwise, made against the Municipality on account of any of Cross River Fiber or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.
Section 10. Assignment.

Cross River Fiber may not assign this Use Agreement without the written consent of the Municipality, which consent shall not be unreasonably withheld or delayed, except that Cross River Fiber shall have the right, upon notice to the Municipality, to assign this Use Agreement without the Municipality's consent if such assignment is approved by the BPU.

Section 11. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.


This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 13. Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 14. Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 15. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent
possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 16. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Cross River Fiber LLC
Cross River Fiber Inc., d/b/a Cross River Fiber NJ Inc.

Vincenzo Clemente – President & CEO

Dated: ____________________________

Township of Denville ____________ Attested By:

Thomas W. Andes, Mayor

Dated: ____________________________

Donna I. Costello, Municipal Clerk
RESOLUTION AUTHORIZING ISSUANCE OF SPECIAL ONE DAY ABC LIQUOR LICENSE

BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted for the issuance of a Special One Day Alcoholic Beverage License for the following organization(s):

Denville Fire Department Association

for the following event(s):

Fire Department Carnival

BE IT FURTHER RESOLVED that the Municipal Clerk is hereby authorized to issue said license on behalf of the municipality.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK

cc: POLICE——
RESOLUTION

WHEREAS, the Township of Denville and TQM Construction Corporation entered into a contract dated August 17, 2012 for Renovations to the Denville Police Department; and

WHEREAS, EI Associates have recommended that a change order be authorized for the preparation and installation of a concrete locker base area in the amount of $2,700 and for the installation of a sink into new casework in the Break Room in the amount of $2,400; and

WHEREAS, the Township is agreeable to granting the requested changes as reflected in Change Order #1 which will increase the contract sum to $484,900.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, that the contract between the Township and TQM Construction Corporation dated August 17, 2012, shall be amended as described in the attached Change Order #1; and that the Mayor and Township Clerk be authorized and directed to execute said Change Order #1 on behalf of the Township.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, DONNA I. COSTELLO, MUNICIPAL CLERK OF THE TOWNSHIP OF DENVILLE, DO HEREBY CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION APPROVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE AT THEIR MEETING HELD ON MARCH 5, 2013

CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
Change Order No. 1
IN CONNECTION WITH THE POLICE DEPARTMENT RENOVATIONS PROJECT

CONTRACTOR
TQM Construction Corporation
21 Pine Street
Rockaway, NJ 07866

PROJECT:
Police Department Renovations

OWNER:
Township of Denville,
a Municipal Corporation of the
State of New Jersey
1 St. Mary's Place
Denville, New Jersey 07834

The Agreement between the Owner and Contractor for the Project, dated August 17, 2012 (hereinafter, "Agreement"), is hereby amended to reflect the following changes:

1. Preparation and installation of a concrete locker base area in the amount of $2,700.
2. Installation of a sink into new casework in the Break Room in the amount of $2,400.
3. The Contract price is revised from $479,800 to $484,900.

All other terms and conditions set forth in the Agreement shall remain in full force and effect.

Approved by Owner
TOWNSHIP OF DENVILLE

__________________________________
Thomas W. Andes, Mayor

__________________________________
Donna I. Costello, Clerk

Dated:
IT'S ALL ABOUT THE QUALITY

TOTAL PAGES, INCLUDING COVER: 1

TQM CONSTRUCTION CORPORATION

CHANGE ORDER FORM

Date: 02/26/13
Send to: EI Associates
Attention: Theodore Gregory
Office location: NJ
Fax #: (973) 775-7777
Telephone #: (973) 983-7979
From: Bill DeVre
Office location: Rockaway, NJ
Phone number: (973) 983-7979 / Fax: (973) 983-7985

Re: Denville Police Additions and Renovations, Denville, NJ, CO #2: (Proposal For Installation of New Sink in Break Room)

Provide Material, labor and Equipment to install sink into new casework in Break Room.

Scope of Work

- Rough in waste, water and vent for new pantry sink
- Tie waste, vent, hot and cold water into existing
- Supply and install sink and faucet as per spec or approved equal

Total price for above $2,400.00
(Dollar Two Thousand Four Hundred and No Cents)

If you have any questions, please contact us at (973) 983-7979.

Thank you.

21 Pine Street, Rockaway, NJ 07866  Phone: 973-983-7979  Fax: 973-983-7985
Email: tqmc@optonline.net
Re: Denville Police Additions and Renovations, Denville, NJ, CO #1: (Proposal For Concrete Bases for Lockers)

Comments:

Provide Material, labor and Equipment to install Concrete bases for Lockers.

**Scope of Work**

- Prepare and form locker base area for concreting
- Pour concrete bases

Total price for above $2,700.00
(Dollar Two Thousand Seven Hundred and No Cents)

If you have any questions, please contact us at (973) 983-7979.

Thank you.
TOWNSHIP OF DENVILLE

Request For And Certification As To The Availability
Of Adequate Funds For A Contract Which Is Pending Approval
By The Governing Body

Date of Request 03/05/13

TMQ Construction
21 Pine Street
Rockaway, NJ 07866
Name and Address of Contractor

Police Department Renovations Change Order #1 $5,100.00
Name of Description of Pending contract Amount of Contract

This contract will be charged to the following budget appropriations as per the detailed budget:

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>General Cap</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-400-901</td>
<td>$5,100.00</td>
<td>$5,100.00</td>
</tr>
</tbody>
</table>

TOTAL $5,100.00

Signed: ___________________________ Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds are available in the General Capital Fund under the following line item account(s):

| 04-216-55-400-901 | $5,100.00 |

All Certification Payments should be placed on white vouchers with the Certification Number shown on the voucher.

COMMENTS:
Fund availability are based on passage of Ordinance #26-10

Michael J Guarino
Chief Financial Officer

CERT13-02
WHEREAS, there exists a need for community health services within the Township of Denville; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing award of contracts for "PROFESSIONAL SERVICES" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, the Township of Denville has agreed to retain Saint Clare's Hospital, Inc., to provide the above-referenced services during calendar year 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey as follows:

1. The agreement with Saint Clare's Hospital, Inc., with offices at 400 W. Blackwell Street, Dover, New Jersey 07801, is hereby authorized and approved and the Mayor and Municipal Clerk are authorized to execute said agreement on behalf of the Township.

2. This Contract is awarded without competitive bidding as a "PROFESSIONAL SERVICE" in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because said services are exempt from the provisions of the bidding statutes in that they are services rendered or performed by a person authorized by law to practice a recognized profession and are services which require knowledge of an advanced type in a field of learning acquired by a prolonged course of specialized instruction, as distinguished from general academic instruction or apprenticeship and training.

3. A notice of this action shall be published as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
Saint Clare's Health System

AGREEMENT
FOR
COMMUNITY HEALTH SERVICES

THIS AGREEMENT is entered into effective as of the 1st day of January, 2013 between Saint Clare's Hospital, Inc. (hereinafter "Saint Clare's") with offices at 400 W. Blackwell Street, Dover, New Jersey 07801 and the Town, Borough or Township of: Denville with offices at 1 St. Mary's Place, Denville, NJ 07834. (Hereinafter "Town");

WHEREAS, Saint Clare's is a general acute care hospital with several community health programs committed to advocating health promotion and wellness programs serving the surrounding communities; and

WHEREAS, Town is a municipality in the service area of Saint Clare's; and

WHEREAS, the health care needs of the residents of the Town can be served by certain Community Health Services provided by Saint Clare's.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Services Provided: Saint Clare's shall provide the following community health services (excluding any required physician services, which shall be separately contracted for by Town).

Please initial the Health Screening Program Selection of your choice. An annual schedule will be mutually developed at the beginning of the contract period.

C/N

Male Cancer Screening will be conducted by a physician for a maximum of 10 residents and will include a prostate, testicular and digital-rectal examination.

Physician fee $50.00 / hour for services provided.
Phlebotomist fee $30.11/ hour for services provided.

Cost per person:
10 PSA, Total - $44.26

Sessions per year / with a maximum of 25 persons per session.
Female Cancer Screening will be conducted by a physician or Advanced Practice Nurse for a maximum of 10 residents and will include a breast and manual pelvic examination, and PAP test.

Physician fee $50.00 / hour for services provided.
Advanced Practice Nurse fee $75.00 / hour for services provided.
Practitioner fee will be paid directly to the Practitioner by the Health Department
Cost per person: Thin prep PAP smear $52.70

Screening Mammography Coupon for participants without any form of insurance requires a fee of $178.50 for Digital or $86.90 for Analog mammography.

"Radiologist reading" fee is not included. A discounted rate of $57.00 will be charged for any participants without any form of insurance.

Sessions per year ___ with a maximum of 25 persons per session.

Children's Lead Screenings will be provided one day in a designated month to test up to _______ children for lead toxicity. This screening, will be staffed with a phlebotomist. *Minimum of (5) five participants.

Cost per person: $23.15 Lead test
$20.12 Hemagram (optional)
Phlebotomist fee: $30.11 / hour for services provided

Sessions per year ___.

Adult Health Screening, choose Panel 1 or Panel 2 noted below; to a maximum of 5 residents per session. The screening will be staffed with phlebotomists.

Cost per person:
_______ Panel 1: Uric acid, Phosphorus, LD, Chem 14, Lipid, and Hemagram - $37.46
_______ Panel 2: Glucose, Hemagram, Lipid Profile - $30.04
Phlebotomist fee: $30.11 / hour for services provided

Sessions per year ___.
Oral Cancer and Dental Screening will be conducted by a dentist for a maximum of ___ residents one day in a designated month. (subject to availability of practitioner)

Dentist fee $50.00 / hour for services provided.

Cost per person per CDX biopsy (if performed): $95.00 (subject to change) CDX will bill resident’s insurance company. Participants are responsible for any portion of biopsy charge that is not covered by his/her insurance.

Sessions per year ________.

Hemoccult Testing (3 slides)**
Cost per person: $15.81 **Must be coordinated with Health Department nurse to collect and send batch to laboratory within one month of screening.

Urinalysis Testing will be provided to a maximum of ___ residents per Screening.
Cost per person: $6.78
Sessions per year ________.

Bone Density Screening: Provided by Saint Clare’s Hospital Community Health Department
Maximum of 20 participants
Cost per person: $10.00
Sessions per year:_______

Peripheral Vascular Screening (Ankle Brachial Index): Provided by the Heart and Vascular Center of Saint Clare’s. Maximum of _______ participants
Cost per person: $10.00
*Indication for Screening: Age over 50, Family history, leg pain, smoker and Diabetes.
Sessions per year:_______
Stroke Screening: Provided by Saint Clare's Hospital Community Health Department. Maximum of _____ participants.

**Cost per person:**

(____) Non-Fasting Cholesterol - $15.00

(____) AI-C (for Diabetes) - $15.00

OR BOTH (Non-Fasting Cholesterol and AI - C) - $25.00

Blood Pressure Screening - No Cost

Carotid Ultrasound provided by The Heart and Vascular Center of Saint Clare's

Cost per person: $10.00

Sessions per year: _____

2. **Term:** The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for additional 1-year terms, unless one party notifies the other party of an intent not to renew at least sixty (60) days prior to the expiration of the then current term.

3. **Insurance:** Saint Clare's shall obtain and maintain general and professional liability insurance in amounts of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate. A Certificate of Insurance evidencing the above referenced coverage shall be provided to the Town. Upon request, said Certificate shall include the Town as an additional named insured on all policies.

4. **Indemnification:** Town and Saint Clare's agree to hold harmless and indemnify the other party from and against all claims, damages, losses and expenses; including reasonable counsel fees arising out of their respective duties under this Agreement.

5. **Non-discrimination:** Saint Clare's agrees to provide the services which are the subject of this Agreement to all residents of the community regardless of age, sex, race, religion, sexual orientation, creed or handicap.

6. **Fee:** Town agrees to pay Saint Clare's the fees as outlined in Paragraph 1 above. Invoices shall be sent on a regular basis and payment shall be due within thirty (30) days of receipt of the invoice.

7. **Operation:** Health Screenings and Educational Programs can be provided either on site, or at one of the Saint Clare’s Hospital campuses. The Municipal Health Department is responsible for the promotion of the health screenings and educational programs to its residents. Protocols shall be agreed upon and memorialized prior to the time the services are provided.

8. **Affirmative Action:** During the term of the Agreement, the parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27 and hereby incorporated by
reference are the mandatory affirmative action language set forth in Exhibit A which is attached hereto and made a part hereof.

9. Miscellaneous:

(a) Provisions in this Agreement may not be changed or amended except by written amendment signed by both parties.

(b) This Agreement shall be governed by the laws of the State of New Jersey. Any cause of action arising out of this Agreement shall only be brought in the Superior Court of New Jersey, Morris County.

(c) Medical supplies for male and female cancer screenings are to be supplied by the Health department; if additional supplies are required, a nominal fee will be charged to the Health Department.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) given below.

ATTEST:

Saint Clare's Hospital, Inc.

By: ____________________________

Mark Herbers
Chief Financial Officer

(Date)

(Town / Township)

By: ____________________________

, Clerk

(Date)
BUSINESS ASSOCIATE AGREEMENT
HIPAA / Confidentiality Provisions

I. Definitions

(a) For purposes of this Exhibit, “Business Associate” means

(b) “Breach” means the unauthorized acquisition, access, use, or disclosure of PHI not permitted by
the Privacy and Security Regulations which compromises the security, privacy, or integrity of PHI.

(c) For purposes of this Exhibit, “Covered Entity” means Saint Clare's Health System.

(d) “Disclose” and “Disclosure” mean, with respect to PHI, the release, transfer, provision of access
to, or divulging in any other manner of PHI outside Business Associate’s internal operations.

(e) “Electronic PHI” means PHI that is transmitted by electronic media (as defined by the Privacy and
Security Regulations) or is maintained in electronic media. Electronic PHI may be transmitted and maintained on
devices such as cell phones, PDAs, text pagers, and USB static discs.

(f) “PHI” means protected health information, including demographic information, that (i) relates to
the past, present, or future physical or mental health or condition of an individual; the provision of health care to an
individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the
individual (or for which there is a reasonable basis for believing that the information can be used to identify the
individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by
Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without
limitation, Electronic PHI.

(g) “Secretary” means the Secretary of the U. S. Department of Health and Human Services or his or
her designee.

(h) “Services” means those activities, functions, or services that the Business Associate provides for,
or on behalf of Covered Entity, as specified in the underlying Agreement.

(i) “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to
unauthorized individuals through use of a technology or methodology specified in guidance by the Secretary.

(j) “Use” or “Uses” mean, with respect to PHI, the sharing, employment, application, utilization,
examination, or analysis of such PHI within Business Associate’s internal operations.

(k) Terms used, but not otherwise defined in this Exhibit or the Agreement shall have the same
meaning as those terms in the Privacy and Security Regulations.

II. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with
relevant portions of the Privacy and Security Regulations as those regulations apply to business associates. More
specifically, and insofar that Business Associate has access to, has been provided with, or will be creating PHI
regarding Covered Entity’s patients, Business Associate warrants and agrees as follows:

(a) Permitted Uses and Disclosures of PHI. Business Associate (i) shall Use and Disclose PHI only in
the amount minimally necessary to perform the Services for or on behalf of Covered Entity, provided that such Use
or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity; (ii) shall Disclose
PHI to Covered Entity upon request; (iii) may, as necessary for the proper management and administration of its
business or to carry out its legal responsibilities, Use and Disclose PHI if:

(A) the Disclosure is required by law, or
(B) Business Associate obtains reasonable assurance from the person to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not use or disclose PHI for any other purpose.

(b) Adequate Safeguards for PHI.

(i) Business Associate shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI in any manner other than permitted by this Exhibit.

(ii) Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

(c) Implementation of Red Flags Identity Theft Prevention Program. To the extent that Business Associate's Services provided for or on behalf of Covered Entity include regularly extending, renewing, or continuing credit to individuals, or regularly allowing individuals to defer payment for services, including setting up payment plans in connection with one or more covered accounts, as the term is defined by the Federal Trade Commission's Red Flag Rules, Business Associate warrants that it shall comply with the Red Flag Rules and, specifically, have in place and implement a written identity theft prevention program designed to identify, detect, mitigate, and respond to suspicious activities that could indicate that identity theft has occurred in Business Associate's business practice.

(d) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(e) Access to PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within the time frame and in a manner specified by Covered Entity.

(f) Amendment of PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity for the purpose of amendment and incorporating such amendments into PHI within the time and in such a manner specified by Covered Entity.

(g) Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

(i) Business Associate shall implement a process that allows for an accounting to be collected and maintained for any disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the disclosure. For each disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the disclosure.

(ii) To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired
(k) Reporting Breaches of PHI.

(i) Business Associate shall report to Covered Entity: (A) each access, acquisition, use, or disclosure that is made by Business Associate, its employees, representatives, agents, or subcontractors but is not specifically permitted by this Exhibit; (B) any security incident of which it becomes aware. A security incident means the attempted, or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of information, or interference with the system operation of an information system; or (C) a breach of unsecured PHI.

(ii) Business Associate shall notify Covered Entity’s Privacy Official by telephone call immediately following the first day on which Business Associate knows of such breach. Business Associate shall provide a full written report to Covered Entity’s Privacy Official within five (5) days of verbal notice. Business Associate shall include the following in the written report: (A) detailed information about the breach, and immediate remedial action to stop the breach; and (B) names and contact information of individuals whose PHI has been, or is reasonably believed to have been subject to the breach.

III. Mitigation and Cooperation. Business Associate shall mitigate, at Business Associate’s sole cost and expense, any harmful effect that is known to it for the Breach, or use, or disclosure of PHI in violation of this Exhibit. Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the HITECH Act.

IV. Remedies in Event of Breach. Business Associate recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Exhibit. As such, in the event of a breach, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Exhibit. Furthermore, in the event of a breach, Business Associate will reimburse and indemnify Covered Entity’s reasonable attorneys’ fees, expenses, and costs that are reasonably incurred including costs associated with notification of individuals, media, and credit monitoring, as a result of Business Associate’s breach. The remedies contained in this section shall be in addition to any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Exhibit.

V. Breach Pattern or Practice by Covered Entity. If Business Associate knows of an activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity’s obligations under this Exhibit, Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, Business Associate must terminate the Agreement if feasible, or if termination is not feasible, report the activity to the Secretary. Within five (5) days of discovery, Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity’s obligations under this Exhibit, and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure or end the violation.

VI. Breach Pattern or Practice by Business Associate. If Covered Entity knows of an activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Exhibit, Covered Entity must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, Covered Entity must terminate the Agreement if feasible, or if termination is not feasible, report the activity to the Secretary. Within five (5) days of discovery Covered Entity shall provide written notice to Business Associate of any pattern of activity or practice of Business Associate that Covered Entity believes constitutes a material breach or violation of Business Associate’s obligations under this Exhibit, and shall meet with Business Associate to discuss and attempt to resolve the problem as one of the reasonable steps to cure or end the violation.

VII. Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of the Agreement, Business Associate shall either return or destroy, in Covered Entity’s sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Exhibit for as long as it retains
PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

VIII. Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

IX. Conflict. In the event there is a conflict between the language of this Exhibit and the Agreement, the terms and conditions of this Exhibit shall control.

X. No Third Party Beneficiaries. There are no third party beneficiaries to this Exhibit.

XI. Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Exhibit.

XII. The terms and conditions of this Exhibit shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

Business Associate:  

By:  

Title:  

Dated:  

Covered Entity:  

By:  

Title:  

Dated:  
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicant are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation.

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer 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 N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

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, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL
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-2010 to 15-AUG-2013.

SAINT CLARE'S HOSPITAL
400 W. BLACKWELL STREET
DOVER, NJ 07802

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:
SAINT CLARE'S HOSPITAL, INC.

TAXPAYER IDENTIFICATION# 223-319-886/000

ADDRESS 25 POCONO RD
DENVILLE NJ 07834

EFFECTIVE DATE: 09/30/94

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08625-0252

TRADE NAME:

CONTRACTOR CERTIFICATION# 0082980

ISSUANCE DATE: 08/13/02

DEPUTY DIRECTOR

This Certificate is NOT assignbable or transferable. It must be conspicuously displayed at above address.