

**TOWNSHIP OF PARSIPPANY-TROY HILLS
TOWNSHIP COUNCIL AGENDA MEETING**

April 14, 2009

Public Invited – Public Participation

MEETING CALLED TO ORDER by Council President Cesaro at 7:30 p.m.

FLAG SALUTE

Roll Call:	Mr. Barberio	-	Present
	Mr. dePierro	-	Present
	Mr. Fox	-	Present
	Ms. Grossi	-	Present
	Mr. Cesaro	-	Present

OTHERS PRESENT: J. Lim, Business Administrator; J. Verrone, Township Attorney; R. Malcolm, Chief Financial Officer; M. O’Keefe, Deputy Township Clerk

The purpose of this meeting is to set the Agenda for the Regular Township Council Meeting of April 28, 2009

FORMAL ACTION MAY OR MAY NOT BE TAKEN.

Adequate notice of this meeting has been provided in accordance with the requirements of the Open Public Meetings Law by filing the notice in the Office of the Township Clerk and by posting the meeting notice on the bulletin board at the Municipal Building on December 2, 2008 where it has remained posted since that date. A legal notice appeared in both the Daily Record and the Star Ledger on December 9, 2008. The 2009 meeting schedule was forwarded by fax to other local newspapers and local radio stations on December 2, 2008.

A CLOSED SESSION regarding possible litigation and property acquisition (McDonald Property) was held from 8:35 p.m. - 8:53 p.m. (Closed Session Resolution – attached). (Attachment #5)

ORDINANCES

Second Reading(s) and Public Hearing(s) – 4/28/09 ON

Amending and Supplementing Chapter 150, Fertilizers, of the Code to Clarify the Chapter’s Requirement that Licensees Permit the Township to Sample the Fertilizer Utilized by Commercial Fertilizer Applicators (09:13)

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Amending and Supplementing Chapter 385, Towing, of the Code to Remove the Maximum Number of Permitted Towers and Provide for Separate Rotational Duty Lists for Regular and Heavy Towing (09:14)

Amending Chapter 225, Land Use, Subdivisions and Site Plans, Article III, Planning Board and Article IV, Zoning Board of Adjustment of the Code to Increase Escrow Fees Under These Sections (09:15)

Amending and Supplementing Chapter 405, Vehicles and Traffic, Section 405-29, Bus Stops of the Code (Jefferson and Vail Roads) (09:16)

Amending and Supplementing Chapter 180, Retail Food Establishments of the Code – Fees for Food Vending Machines (09:17)

Status of Adopted Ordinances:

<u>Ordinance Title and Number</u>	<u>Adopted Date</u>	<u>Mayoral Action</u>	<u>Effective Date</u>
Amend DCRP Ordinance – Municipal Court Administrator (09:03)	3/17/09	Approved	4/15/09
Fees – Police Department Electronic Records (09:04)	3/17/09	Approved	4/15/09
Recreation Fees (09:05)	3/17/09	Approved	4/15/09
Rental Property Inspection Fees (09:06)	3/17/09	Approved	4/15/09
Occupancy Limits (09:07)	3/17/09	Approved	4/15/09
Charitable Clothing Bins (09:08)	3/17/09	Approved	4/15/09
Refunding Bond Ordinance – General Improvement (09:09)	3/17/09	Approved	4/14/09

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<u>Ordinance Title and Number</u>	<u>Adopted Date</u>	<u>Mayoral Action</u>	<u>Effective Date</u>
Refunding Bond Ordinance – Water Utility (09:10)	3/17/09	Approved	4/14/09
Refunding Bond Ordinance – Sewer Utility (09:11)	3/17/09	Approved	4/14/09
Refunding Bond Ordinance – Golf Course Utility (09:12)	3/17/09	Approved	4/14/09

DISCUSSION/REMINDERS

Scheduled Meetings

4/28/09 @ 7:30 p.m.

Regular Meeting
Public Invited – Public Participation

5/12/09 @ 7:00 p.m.

Special Meeting (2009 Budget)
Public Invited – Public Participation

5/12/09 @ 7:30 p.m.

Agenda Meeting
Public Invited – Public Participation

Minutes for Approval:

Agenda Meeting of 3/10/09 ON*

Regular Meeting of 3/17/09 ON*

Budget Meetings of 3/14/09, 3/21/09 and 3/25/09 ON*

Discussion:

Sewer Fee Tax Deduction (7/08) Mr. Barberio informed the Council that he will have the Sewer Fee Tax Deduction Ordinance ready by late May or early June as he is awaiting clarification on some issues. **NEXT AGENDA**

Transparency in Government Act – Municipal (10/08) Council President Cesaro noted that he has almost completed drafting the document. **NEXT AGENDA**

Economic Development Advisory Committee (12/08) Ms. Grossi advised that there are changes that need to be made to the original draft of the document. **NEXT AGENDA**

Auto Crash Tax (1/09) Council President Cesaro advised that he has begun final preparation of the document. **NEXT AGENDA**

Resolution(s):

Authorizing the Sale of Personal Property in the Possession of the Police Department (4/09)
ON*

Confirming Mayoral Student Appointments to the Municipal Alliance Committee – D. Hartigan, K. Posthumus and J. Valillo (4/09) A motion was made by Council President Cesaro, seconded by Mr. Barberio, to adopt the following resolution:

BE IT RESOLVED by the Township Council of the Township of Parsippany-Troy-Hills, in the County of Morris, and State of New Jersey, that it does hereby advise and consent to Mayor Michael M. Luther's appointments of the following high school students as members of the Municipal Alliance Committee for terms ending December 31, 2009:

Daniella Hartigan	Parsippany High School
Kim Posthumus	Parsippany Hills High School
Joe Valillo	Parsippany High School

Ms. Grossi inquired as to the total amount of members that can be appointed to the Committee. Mr. dePierro explained that there are a number of categories and students are always on the Committee.

Roll Call:	Mr. Barberio	-	Yes
	Mr. dePierro	-	Yes
	Mr. Fox	-	Yes
	Ms. Grossi	-	Yes
	Mr. Cesaro	-	Yes

Granting Certificates of Exemption to Members of the Parsippany-Troy Hills Fire Association District 6 – J. Chmura, Jr., R. DiMaggio, II, E. Esposito, K. McCormick and J. Mittermaier (4/09) **ON***

MAYOR

No Agenda Items.

ADMINISTRATION

BID(S)

Taken:

3/11/09 Transportation and Disposal of Sewage Sludge Cake **AWARD***

3/26/09 Paper Leaf Bags **AWARD***

To Be Taken:

4/30/09 @ 11:00 a.m. Reconstruction of Pawnee Avenue

QUOTATION(S)/PROPOSAL(S)/QUALIFICATION(S)

Received:

None

Requested:

4/16/09 @ 11:00 a.m. Proposal for Fireworks Display Services

5/28/09 @ 11:00 a.m. Proposals for the Redesign, Permitting, Construction,
Operation and Maintenance Services for Sludge Incinerators
and Design, Permitting, Construction, Operation and
Maintenance Services for a New Sludge Cake Receiving
Facility at the Wastewater Treatment Facility

Discussion/Recommendations:

Shared Municipal Court – Presentation (2/09) Ms. Lim explained that a meeting of the four towns has already occurred; another meeting has been scheduled. Financial information is being collected to determine if the shared court is feasible. **NEXT AGENDA**

Ordinance(s):

2009 White Collar Salary Ordinance (4/09) **INTRODUCTION - ON**

Resolution(s):

Authorizing the Submission of a Year 2009 Historic Preservation Trust Fund Grant Application – Bowsby-DeGelleke House (4/09) **ON***

Approving Length of Service Award Program (LOSAP) Certification Lists for the Year 2008 (4/09) **ON***

Authorizing the Execution of a Certain Lease Between the Township and John Grady – House Located at the Knoll (4/09) ON*

Awarding Contracts for Insurance Services (4/09) ON*

Authorizing Submittal of Application for Community Development Funding (4/09) ON*

Authorizing the Use of Competitive Contracting for the Operation of Banquet Facilities at the Knoll Country Club (4/09) At the request of Mr. Fox, Ms. Verrone provided an explanation of competitive contracting, explaining when it is utilized and the criteria used in the award of the contract. ON*

Supporting the Click It or Ticket Safety Belt Mobilization (Added 4/09) ON*

2009 Budget Introduction (4/09) The resolution (Attachment No. 1) was offered by Mr. dePierro, seconded by Council President Cesaro.

Ms. Lim, in response to a question posed by Mr. Barberio, indicated that she is very confident that this budget will allow the Township to meet all of its obligations.

Roll Call:	Mr. Barberio	-	Yes
	Mr. dePierro	-	Yes
	Mr. Fox	-	Yes
	Ms. Grossi	-	Yes
	Mr. Cesaro	-	Yes

Mr. dePierro noted that even though the 2009 Budget expenditures are actually lower than 2008, the overall increase is a result of a reduction in revenue, tax appeals and lost ratables. He confirmed that the 2009 budget is very tight. Mr. Fox mentioned the feasibility of a property revaluation. Mr. dePierro commented that the Tax Assessor, Mr. Cassese, will notify the Council when a revaluation is required.

ENGINEERING

Update/Recommendation(s):

Italicized comments below are excerpts from an April 9, 2009 memo from Mr. Lizza, Municipal Engineer, to Ms. Lim:

Train Horns at Intersections – “Quiet Zones” (3/06) *Invitations to interested parties to discuss the Township’s proposal for a quiet zone at the grade crossing on Powder Mill Road will be sent out next week. Due to the large number of attendees, scheduling has been tentatively set for the beginning of May.* It was noted that the projected cost is not known as of this date.

NEXT AGENDA

Status of Road Resurfacing – Puddingstone Area (8/07) No change in status. **NEXT AGENDA**

Recommendations Relative to Mr. and Mrs. Lau’s Concerns – Escrow Requirement in Connection with Sidewalk Repair (10/07) No change in status. **NEXT AGENDA**

Camp Meeting Association Angle Parking Simpson Avenue (8/08) *A conceptual layout has been prepared by Gordon Meth’s firm, RBA Group, and presented to Bill Downing, President of the Camp Meeting Association, for review. If the conceptual design is acceptable to the CMA, the plans and a cost estimate will be provided to the Administration and Township Council.* **NEXT AGENDA**

Troy Brook through the Hills of Troy (11/08) *The Troy Brook Regional Stormwater Management Plan is still waiting approval from the NJDEP. Dr. Obropta & his staff at Rutgers are preparing proposals for improvements at our DPW facility as well as other areas along the Troy Brook. The Township will be assisting Rutgers; we have presented a 2009 budget request for funding to obtain a stream encroachment permit to dredge a portion of Troy Brook through the Hills of Troy development.* **NEXT AGENDA**

Feintuch Property Corner of Littleton Road/Parsippány Boulevard (11/08) *Christopher Vitz of the Morris County Engineering Department has indicated that the County no longer requires Township funds to assist in the acquisition of the Feintuch property. The County expects to close on the property shortly. I have scheduled a meeting with Mr. Vitz to review this project. Construction plans are presently being prepared for the first phase of the intersection improvements at the south west corner.* **NEXT AGENDA**

711 Park Road – Fairview Estates (11/08) *The developer has been working with this office on ways to modify the existing ditch to be compliant with the approved plans. Some preliminary work has already been completed.* **NEXT AGENDA**

Ordinances (2) to Acquire by Purchase the Right-of-Way Over a Portion of Properties Known as Block 79, Lot 3 and Block 79, Lot 4, St. John’s Avenue (4/09) *It has been determined that portions of the pavement and utilities encroach onto the properties known as Lots 3 and 4 in Block 79. I have reviewed the request for the acquisition of additional right of way in this area to place this infrastructure in the public right of way and have no objection. This matter should be discussed with the Township Council and if appropriate ordinances should be adopted accepting the right of way on the referenced lots.* **INTRODUCTIONS - ON**

CHIEF FINANCIAL OFFICER

Resolution(s):

Exempting Permanently and Totally Disabled Veteran From the Payment of Real Estate Taxes – Block 537, Lot 12, 6 Mohawk Avenue (4/09) ON*

Authorizing Disposal of Surplus Property (4/09) The following resolution was offered by Mr. Fox, seconded by Ms. Grossi:

WHEREAS, the Township of Parsippany-Troy Hills is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Township is desirous of selling said surplus property in an “as is” condition without express or implied warranties.

NOW THEREFORE, BE IT RESOLVED by the Township of Parsippany-Troy Hills, County of Morris, as follows:

- (1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-70967/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Township of Parsippany-Troy Hills.
- (2) The sale will be conducted online and the address of the auction site is govdeals.com.
- (3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- (4) A list of the surplus property to be sold is as follows: See Schedule A (Attachment No. 2) for a list of items.
- (5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- (6) The Township reserves the right to accept or reject any bid submitted.
- (7) Following the conclusion of the auction, the Township’s qualified purchasing agent is hereby authorized to execute a contract of sale between the Township and the person or entity submitting the highest bid for each item listed on Schedule A, without further resolution of this Council, provided that the highest bid received for that item does not exceed the Township’s bid threshold.

Roll Call:	Mr. Barberio	-	Yes
	Mr. dePierro	-	Yes
	Mr. Fox	-	Yes
	Ms. Grossi	-	Yes
	Mr. Cesaro	-	Yes

Providing for the Issuance of Refunding Bonds for the Refunding of a Portion of the Township's General Improvement Bonds, Water Utility Bonds, Sewer Utility Bonds and Golf Utility Bonds, Dated December 1, 1997; Providing for the Forms, Maturities and Other Details of Said Bonds; Authorizing a Preliminary Official Statement and an Official Statement; Providing for the Sale of the Refunding Bonds; and Approving and Authorizing the Execution and Delivery of a Continuing Disclosure Certificate, a Bond Purchase Agreement and an Escrow Deposit Agreement (4/09) The resolution (Attachment No. 3) was offered by Ms. Grossi, seconded by Council President Cesaro.

At the request of Councilman dePierro, Ms. Malcolm clarified that the purpose for the issuance of these bonds is to lower the interest costs to the Township.

Roll Call:	Mr. Barberio	-	Yes
	Mr. dePierro	-	Yes
	Mr. Fox	-	Yes
	Ms. Grossi	-	Yes
	Mr. Cesaro	-	Yes

Authorizing the Execution of an Escrow Agreement Between the Council on Affordable Housing (COAH), the Township and Provident Bank (4/09) ON*

Ordinance(s):

To Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (2009:18)

ORDINANCE (09:18)

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(Attachment No. 4)

The following resolution was offered by Mr. Barberio, seconded by Mr. dePierro:

CALENDAR YEAR 2009 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

BE IT RESOLVED that the above Ordinance be introduced, read by title, and passed on first reading at a Meeting of the Township Council of the Township of Parsippany-Troy Hills held on **April 14, 2009** and that said Ordinance be further considered for second reading and final passage at a Special Meeting to be held on **May 12, 2009** at 7:00 p.m., prevailing time, or as soon thereafter as the matter may be reached, at the Municipal Building in said Township, at which time all persons interested shall be given an opportunity to be heard concerning said Ordinance.

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BE IT FURTHER RESOLVED that the Clerk be authorized and directed to advertise said Ordinance with the Notice of Introduction thereof being published in the official newspaper according to law.

Roll Call: **Mr. Barberio** - **Yes**
 Mr. dePierro - **Yes**
 Mr. Fox - **Yes**
 Ms. Grossi - **Yes**
 Mr. Cesaro - **Yes**

Council President Cesaro asked Ms. Malcolm what effect the Parsippany Taxpayer Protection Act will have on this ordinance. Ms. Malcolm noted the purpose of this ordinance is to allow the Township to continue banking. She also explained that the Township is well under the CAP. This ordinance, per Ms. Malcolm, ensures that over the next two years CAP banking will be available.

ATTORNEY

Discussion:

Request for Extension of Developer's Agreement - Morris Corporate V/VI Amended Preliminary and Final Site Plan (8/08) Ms. Verrone explained she has had several phone conferences with the developer's attorney and an agreement has been reached with respect to the issues of performance bonds and posting dates; participation by the developer in the Troy Brook Stormwater Study with Rutgers University; and a recommitment from the developer to provide athletic fields. These items were a part of the initial agreement. The Council agreed to move forward with the extension. **RESOLUTION – ON***

Closed Session Relative to Property Acquisition with Public Funds and Anticipated Litigation (4/09) By motion of Council President Cesaro, seconded by Mr. Fox, the Council adopted a resolution (Attachment No. 5) to convene in closed session.

Roll Call: **Mr. Barberio** - **Yes**
 Mr. dePierro - **Yes**
 Mr. Fox - **Yes**
 Ms. Grossi - **Yes**
 Mr. Cesaro - **Yes**

TOWNSHIP OFFICES / COMMITTEES

Municipal Alliance Committee – Requesting Council Oppose A-3686 Which Would Transfer the Governor’s Council on Alcoholism and Drug Abuse and the Control of Drug Enforcement Demand Reduction Fund to the New Jersey Department of Human Services (3/18/09) Mr. dePierro explained that passage of this bill will change the manner in which State funds are allocated. Council President Cesaro indicated that, based on the information he read, this legislation will change the parameters required for funding, triggering competition between municipal committees and organizations that have full time professional grant writers on staff. **RESOLUTION – ON***

Traffic Advisory Committee – Relative to Exploring the Possible Use of “Rumble Strips” in the Vicinity of Lake Parsippany (3/23/09) Dennis Letts, Chairperson, Traffic Advisory Committee, submitted a letter to the Council regarding exploring the use of “Rumble Strips” in the vicinity of Lake Parsippany and advising that the Committee will be researching this idea. Council President Cesaro explained that the use of rumble strips may encourage people to slow down for the safety of the pedestrians and bicyclists.

COMMUNICATIONS

Correspondence: None

Resolution(s):

Mendham Township – Opposing Legislation that Would Require Deferral of Half a Billion Dollars in Pension Payments **and** Supporting A-3570 Proposing the Abolition of the Council on Affordable Housing (COAH) **NOTED**

Netcong Borough – Opposing Legislation that Would Require Deferral of Half a Billion Dollars in Pension Payments **NOTED**

APPLICATION(S):

License(s): None

*Consent Agenda

PUBLIC HEARING

Council President Cesaro opened the meeting to the public to speak on any topic, noting a five-minute time limit per speaker.

Pat Petaccia, 185 Hawkins Avenue, asked who she should contact to get signage posted on a street. Ms. Lim advised her to contact the Engineering Division.

Joe Raich, 8 Wolf Place, regarding the use of “rumble strips” in Lake Parsippany, asked if there are designated lanes for bicyclists and walkers around the Lake, and if so, is there adequate safety for walkers and bicyclists. Council President Cesaro explained that the Lake Parsippany Property Owners Association approached the Traffic Advisory Committee with their safety concerns regarding cars speeding around the Lake. The Committee is exploring using “rumble strips” as a safety device.

Raymond Webb, 50 Hillside Lane, explained that he purchased property approximately four years ago which he has been unable to improve because of an issue with the access road that is part of a private easement. He has made several attempts to resolve this issue and has been repeatedly told by the Township Planner that he needs to resolve the issue of the access road before an application can be made to the Planning Board. Mr. Webb further explained that the property in question could be described as a “flag lot” and, with the private easement, he is unable to develop his property. Mr. Webb would like some sort of resolution from the Township that would be equally advantageous to all of the property owners. Mr. dePierro asked that Ms. Lim arrange a meeting with Mr. Lizza, Mr. Snieckus and Mr. Webb to discuss this issue.

Annelise Catanzaro, 86 Morris Avenue, Chairperson, Municipal Alliance Committee, indicated that, though the Committee has many membership categories to fill, with no limit on the number of members, the Committee feels that more participants will lead to more individuals being informed about the various activities sponsored by the Committee. The students appointed this evening are representatives from both high schools. Ms. Catanzaro thanked the Council for its support in opposition to A-3686 because of the adverse effect this bill would have on the programs sponsored by the Committee. Mr. Barberio commented that he and some of the other Council Members know people that would be good candidates for appointment to the Committee. Ms. Catanzaro advised that the website is being updated. She asked that all resumes or requests be sent to the attention of Mr. dePierro at ParsippanyMAC@gmail.com.

Ellen Oates, 341 Raymond Boulevard, asked who the watchdog group is for Forge Pond as she is very disturbed about the fact that Forge Pond is completely drained. In the past year and a half, the level of the Pond has gone up and down. The view from her window is a dry muddy expanse. Mr. Fox noted that the Township is following the direction of the Department of

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Environmental Protection. Ms. Verrone will contact the DEP to find out the status. Mr. Mosberg was ordered last fall to reduce the height of the dam as it was built higher than it should have been. Mr. dePierro expressed his feeling that the agencies that are supposed to protect the environment are destroying the environment. Ms. Oates indicated that she has placed calls to various individuals with the DEP, but has yet to receive a response. Mr. dePierro asked that the Environmental Advisory Committee get involved in this matter. Ms. Oates felt that, with the return of water to the Pond, some of the wildlife will return. Ms. Verrone noted that Mr. Mosberg has filed an application with DEP which is currently under review.

Seeing no one else come forward to speak, Council President Cesaro closed the public portion of the meeting.

CLOSED SESSION WAS HELD FROM 8:35 P.M. UNTIL 8:53 P.M.

Upon reconvening in open session, a motion to adjourn was made by Mr. Barberio, seconded by Mr. dePierro.

Roll Call:	Mr. Barberio	-	Yes
	Mr. dePierro	-	Yes
	Mr. Fox	-	Yes
	Ms. Grossi	-	Yes
	Mr. Cesaro	-	Yes

MEETING ADJOURNED: 8:57 p.m.

Approved May 19, 2009

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the Township of Parsippany-Troy Hills, County of Morris for the Fiscal Year 2009

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2009;

Be it Further Resolved, that said Budget be published in the Daily Record Newspaper in the issue of May 4, 2009

The Governing Body of the township of Parsippany-Troy Hills does hereby approve the following as the Budget for the year 2009:

	(Barberio	(Abstained	(
	(Cesaro	((None
RECORDED VOTE	(dePierro	Nayes	(None	(
(Insert last name)	(Fox	((
	(Grossi	(Absent	(None
				(

Notice is hereby given that the Budget and Tax Resolution was approved by the Township Council of the Township of Parsippany-Troy Hills,

County of Morris, on April 14, 2009

A Hearing on the Budget and Tax Resolution will be held at the Municipal Building, on May 12, 2009 at 7 o'clock P.M. at which time and place objections to said Budget and Tax Resolution for the year 2009 may be presented by taxpayers or other interested person.

Item #	Description	Serial No.	Location	Comments	Minimum Bid
1	2005 Ford Crown Victoria	2FAHP71W85X106897	Town Hall	Bad Rear, worn	
2	1992 Chevy Caprice	1G1BL5376NW152237	Town Hall	Worn	
3	2001 Ford Crown Victoria	2FAFP71W61X116362	Town Hall		
4	1987 Chevy S10 Pickup	1GCBS14E5H2213878	Police Dept	Bad Transmission	
5	2003 Ford Crown Victoria	2FAFP71W13X113095	Town Hall	Worn Engine	
6	2003 Ford Crown Victoria	2FAFP71WX3X113094	Town Hall	Worn	
7	2000 Chevy Impala	2G1WF55K7Y9275200	Town Hall	Engine Fire	
8	2001 Chevy Impala	2G1WF55KX19123823	Town Hall	Bad Motor	
9	1999 Dodge Intrepid	2B3HD46R5XH789483	Parks & Forestry		
10	1986 Ford Box Van	1FDKE37H4GHB61319	Parks & Forestry		
11	1993 GMC Pickup Model K2500 4WD	1GCGK24J8PE209099	DPW Yard		1,000.00
12	1991 Jeep Cherokee 4WD	1J4FJ5857ML567542	DPW Yard		1,000.00
13	1981 Cushman Truckster 3 wheeler		Parks & Forestry		
14	1987 Cushman Frontline 72" mower		Parks & Forestry		
15	1987 Cushman Frontline Power Head		Parks & Forestry		
16	Tar Box-slide in hot asphalt box-patcher		DPW Yard		
17	Tires-approx 50 11R20 tube tires w/rims		DPW Yard		
18	Panasonic KX-E4000 Typewriter		Housing		
19	Desk Chair		Construction		

RESOLUTION OF THE TOWNSHIP OF PARSIPPANY-TROY HILLS PROVIDING FOR THE ISSUANCE OF REFUNDING BONDS FOR THE REFUNDING OF A PORTION OF THE TOWNSHIP'S GENERAL IMPROVEMENT BONDS, WATER UTILITY BONDS, SEWER UTILITY BONDS AND GOLF UTILITY BONDS, DATED DECEMBER 1, 1997; AND PROVIDING FOR THE FORMS, MATURITIES AND OTHER DETAILS OF SAID BONDS; AUTHORIZING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; PROVIDING FOR THE SALE OF THE REFUNDING BONDS; AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE TOWNSHIP OF A CONTINUING DISCLOSURE CERTIFICATE, A BOND PURCHASE AGREEMENT AND AN ESCROW DEPOSIT AGREEMENT

WHEREAS, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law") of the State of New Jersey authorizes the issuance by the Township of Parsippany-Troy Hills, in the County of Morris, New Jersey (the "Township"), of bonds for the purpose of refunding outstanding bonds of the Township; and

WHEREAS, in accordance with the Local Bond Law, the Township Council did, on March 17, 2009, finally adopt (i) Ordinance No. 2009:09 (the "General Improvement Refunding Ordinance") authorizing the issuance by the Township of refunding bonds in the amount of not to exceed \$3,000,000 for the purpose of refunding all or part of the Township's outstanding General Improvement Bonds dated December 1, 1997 (the "1997 General Improvement Bonds"); (ii) Ordinance No. 2009:10 (the "Water Utility Refunding Ordinance") authorizing the issuance by the Township of refunding bonds in the amount of not to exceed \$2,000,000 for the purpose of refunding all or part of the Township's outstanding Water Utility Bonds dated December 1, 1997 (the "1997 Water Utility Bonds"); (iii) Ordinance No. 2009:11 (the "Sewer Utility Refunding Ordinance") authorizing the issuance by the Township of refunding bonds in the amount of not to exceed \$3,300,000 for the purpose of refunding all or part of the Township's outstanding Sewer Utility Bonds dated December 1, 1997 (the "1997 Sewer Utility Bonds"); and (iv) Ordinance No. 2009:12 (the "Golf and Recreation Utility Refunding Ordinance" and, collectively with the General Improvement Refunding Ordinance, the Water Utility Refunding Ordinance and the Sewer Utility Refunding Ordinance, the "Refunding Ordinances") authorizing the issuance by the Township of refunding bonds in the amount of not to exceed \$300,000 for the purpose of refunding all or part of the Township's outstanding Golf Utility Bonds dated December 1, 1997 (the "1997 Golf Utility Bonds" and, collectively with the 1997 General Improvement Bonds, the 1997 Water Utility Bonds and the 1997 Sewer Utility Bonds, the "Outstanding Bonds"), to provide debt service savings for the Township; and

WHEREAS, pursuant to the Local Bond Law, the Township has sought and obtained approvals on March 11, 2009 from the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey (the "Local Finance Board") of the adoption by the Township Council of the Refunding Ordinances and the issuance of obligations thereunder; and

WHEREAS, in accordance with the Local Bond Law, the Township desires to (i) authorize and approve the sale and issuance of refunding bonds (the "Bonds" or the "Refunding Bonds") in the aggregate principal amount not to exceed \$8,600,000, to be issued in four (4) separate series designated as (i) "General Improvement Refunding Bonds, Series 2009" to be issued for the purpose of refunding the outstanding 1997 General Improvement Bonds maturing on December 1 in the years 2009 through and including 2011 (the "Refunded 1997 General Improvement Bonds"); (ii) "Water Utility Refunding Bonds, Series 2009" to be issued for the purpose of refunding the outstanding 1997 Water Utility Bonds maturing on December 1 in the years 2009 through and including 2017 (the "Refunded 1997 Water Utility Bonds"); (iii) "Sewer Utility Refunding Bonds, Series 2009" to be issued for the purpose of refunding the outstanding 1997 Sewer Utility Bonds maturing on December 1 in the years 2009 through and including 2017 (the "Refunded 1997 Sewer Utility Bonds"); and (iv) "Golf and Recreation Utility Refunding Bonds, Series 2009" to be issued for the purpose of refunding the outstanding 1997 Golf Utility Bonds maturing on December 1 in the years 2009 through and including 2011 (the "Refunded 1997 Golf Utility Bonds" and, collectively with the Refunded 1997 General Improvement Bonds, the Refunded 1997 Water Utility Bonds and the Refunded 1997 Sewer Utility Bonds, the "Refunded Bonds"); and (ii) to provide for the forms, and sale of the Refunding Bonds; and

WHEREAS, in connection with the sale and issuance of the Refunding Bonds, the Township also desires to approve and authorize (i) the distribution of a preliminary official statement (the "Preliminary Official Statement") and the execution and distribution of an official statement (the "Official Statement") and (ii) the forms and the entering into of the hereinafter defined Continuing Disclosure Certificate, Bond Purchase Agreement and Escrow Deposit Agreement; and

WHEREAS, to be able to take advantage of favorable market conditions, the Township has determined to authorize a bond purchase agreement (the "Bond Purchase Agreement") with Roosevelt & Cross, Incorporated, as underwriter (the "Underwriter") for the Refunding Bonds, to which the Underwriter will agree to purchase the Refunding Bonds upon satisfaction of the conditions precedent to issuance set forth therein and with such terms for the Refunding Bonds as shall be set forth therein.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF PARSIPPANY-TROY HILLS, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The Township hereby authorizes the issuance and sale of the Refunding Bonds of the Township in the aggregate principal amount not to exceed \$8,600,000. The proceeds of the Refunding Bonds shall be applied for the purpose of refunding the Refunded Bonds and paying the costs of issuing the Refunding Bonds.

Section 2. The Refunding Bonds shall be issued as four (4) separate series designated as “General Improvement Refunding Bonds, Series 2009”, “Water Utility Refunding Bonds, Series 2009”, “Sewer Utility Refunding Bonds, Series 2009” and “Golf and Recreation Utility Refunding Bonds, Series 2009”. The Refunding Bonds of each series shall be dated their date of delivery, shall be numbered from 1 upward in the denomination of \$5,000 and integral multiples of \$1,000 in excess thereof, and shall be issued as fully registered bonds. The Refunding Bonds shall mature on December 1 in each of the years and in the principal amounts and shall bear interest at the rate or rates as shall be determined by the Chief Financial Officer of the Township within the limitations hereinafter provided. Interest on the Bonds shall be payable on December 1 and June 1 of each year, commencing on December 1, 2009.

The Council hereby delegates to the Chief Financial Officer of the Township the power and authority to sell and award the Refunding Bonds in accordance with this Resolution and the prior approval of the Local Finance Board in accordance with the following parameters: the Refunding Bonds shall be issued in a maximum aggregate principal amount not to exceed \$8,600,000 and shall mature substantially as set forth in the application submitted to and approved by the Local Finance Board; the Refunding Bonds shall bear interest at the rate or rates so that the net interest cost on the Refunding Bonds does not exceed 3.675%; and the present value savings to be achieved by the Township in connection with the issuance of the Refunding Bonds to refund the Refunded Bonds shall not be less than 3% of the principal amount of the Refunded Bonds, with such savings to be achieved, as far as practicable, as set forth in the Local Finance Board Application. The Chief Financial Officer of the Township is hereby directed to report in writing to the Mayor and Township Council at their first meeting after the sale of the Refunding Bonds as to the principal amount, interest rate or rates and maturities of the Refunding Bonds sold, the price obtained and the present value savings in connection with the refunding.

The Refunding Bonds shall be substantially in the form as provided in this Resolution, with such omissions, insertions and variations as are properly required.

Section 3. The Refunding Bonds will be initially issued in book-entry form only in the form of one certificate for the aggregate principal amount of the Refunding Bonds of each series maturing in each year and, when issued, will be registered in the name of and held by Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York (“DTC”), which is hereby appointed to act as securities depository for the Refunding Bonds. As long as DTC or its nominee, Cede & Co., is the registered owner of the Refunding Bonds, payments of the principal of and interest on the Refunding Bonds will be made by the Township, or by a bank or trust company (if any) selected by the Chief Financial Officer to act as paying agent and bond registrar for the Refunding Bonds pursuant to Section 11 hereof (the “Paying Agent”), directly to DTC or its nominee, Cede & Co., which will credit payments of principal of and interest on the Bonds to the participants of DTC as listed on the records of DTC as of each next preceding November 15 and May 15 (each, a “Record Date” and together, the “Record Dates” for the payment of interest on the Refunding Bonds), which participants will in turn credit such payments to the beneficial owners of the Refunding Bonds. The registration books of the Township shall be kept by the Chief Financial Officer (or, if appointed pursuant to Section 11 hereof, by the Paying Agent at its corporate trust office).

The Refunding Bonds shall be payable as to both principal and interest in lawful money of the United States of America. The Refunding Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Township Clerk. If a Paying Agent is appointed pursuant to Section 11 hereof, the foregoing attestation may be made by facsimile signature of the Township Clerk provided that the Refunding Bonds shall be authenticated by the manual signature of the Paying Agent. The following matters are hereby determined with respect to the Refunding Bonds:

Date of Refunding Bonds:

Date of Delivery

Interest Payment Dates:

Each December 1 and June 1 until maturity, commencing on December 1, 2009, with payment being made to DTC or its authorized nominee, by the Township or the Paying Agent

Bond Registrar/Paying Agent: Township of Parsippany-Troy Hills, unless a
Paying Agent is appointed pursuant to
Section 11 hereof

Securities Depository: The Depository Trust Company, New York,
New York

Authorized Denominations: \$5,000 and integral multiples of \$1,000 in
excess thereof

Section 4. The Refunding Bonds are not subject to optional redemption prior to maturity. There is hereby delegated to the Chief Financial Officer the authority, at the request of the Underwriter and after consulting with the Township's financial advisor, to provide that one or more maturities of the Refunding Bonds may be issued as term bonds subject to mandatory sinking fund redemption, at a redemption price equal to 100% of the principal amount thereof, on December 1 in specified years prior to the stated maturity date. If any of the Refunding Bonds are issued as term bonds, the term bonds shall be subject to mandatory sinking fund redemption in the years specified by the Chief Financial Officer upon notice as hereinafter provided.

When any Refunding Bonds are to be redeemed, the Chief Financial Officer (or, if appointed pursuant to Section 11 hereof, the Paying Agent) shall give notice of the redemption of the Refunding Bonds by mailing such notice by first class mail in a sealed envelope postage prepaid to the registered owners of the portion of any Refunding Bonds which are to be redeemed, at their respective addresses as they last appear on the registration books of the Township, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Notice of redemption having been given as aforesaid, the portion of the Refunding Bonds which are to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price specified above plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such portion of the Refunding Bonds shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the Township shall default in the payment of the redemption price and accrued interest), such Refunding Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Refunding Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Refunding Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to

notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.

Section 5. The Chief Financial Officer is hereby authorized to enter into a letter of representations or other agreement with DTC setting forth the respective obligations of DTC, the Township and the Paying Agent (if any) with respect to the payment and transfer of the Bonds. The Township agrees to comply with all obligations set forth in such agreement.

Section 6. The Refunding Bonds shall be executed by the Mayor and the Chief Financial Officer, by their manual or facsimile signatures, and the corporate seal of the Township shall be affixed thereto, or imprinted or reproduced thereon, and attested by the manual signature of the Township Clerk (except as provided above in Section 3 if a Paying Agent is appointed).

Section 7. The distribution and, if necessary, the re-distribution, by the Township of a Preliminary Official Statement pertaining to the Refunding Bonds, in substantially the form presented to this meeting, with such changes as counsel may advise, is hereby authorized and approved, and the use of an Official Statement in substantially the form of the Preliminary Official Statement is hereby authorized and approved with such changes as counsel may advise, and the use of the information contained therein concerning the Township in connection with the sale of the Refunding Bonds is hereby approved and authorized and the Chief Financial Officer of the Township is hereby authorized and directed to execute and deliver to the purchaser of the Refunding Bonds the final Official Statement with such changes as counsel may advise and the officer executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Chief Financial Officer is hereby authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 8. Acacia Financial Group, Inc., is hereby designated as the Township's financial advisor in connection with the Refunding Bonds. Roosevelt & Cross, Incorporated, is hereby designated as the Township's investment banker in connection with the Refunding Bonds.

Section 9. The escrow agent for the Refunded Bonds (the "Escrow Agent") shall be The Bank of New York Mellon. The Escrow Agent shall signify its acceptance of the duties imposed upon it by this Resolution by a written certificate delivered to the Township prior to the delivery of the Refunding Bonds. The Chief Financial Officer is authorized to accept the schedule of fees provided by the Escrow Agent.

Section 10. The Refunding Bonds shall be in substantially the forms attached hereto as Exhibit A, with such changes as may be appropriate.

Section 11. The Chief Financial Officer is hereby authorized to select and to enter into an agreement with a Paying Agent to ensure that the Township can meet its obligations undertaken herein to the holders of the Refunding Bonds. The Chief Financial Officer may, however, elect not to select a Paying Agent for the Refunding Bonds, and may elect to select a Paying Agent at any time prior or subsequent to the issuance of the Refunding Bonds. However, the Chief Financial Officer shall select a Paying Agent upon any determination to cause the Refunding Bonds to be registered in the names of the beneficial owners thereof, as provided in Section 12 or Section 13 hereof.

Section 12. In the event that DTC shall determine to discontinue providing its services as securities depository with respect to the Refunding Bonds, the Township and the Paying Agent (if any) may enter into an agreement with a substitute securities depository, if available. Alternatively, the Township and the Paying Agent may cause the Refunding Bonds to thereafter be registered in the names of, and delivered to, each beneficial owner of the Refunding Bonds and thereafter the principal of the Refunding Bonds will be payable in lawful money of the United States of America at the office of the Paying Agent, and interest on the Refunding Bonds will be payable by check mailed to the respective addresses of the registered owners thereof as shown on the registration books of the Township as of the close of business on the first day of the calendar month for the applicable interest payment date.

Section 13. The Township may terminate the services of DTC as securities depository with respect to the Refunding Bonds if the Township determines that (i) DTC is unable to discharge its responsibilities with respect to the Refunding Bonds, or (ii) continued use of the book-entry system is not in the best interests of the beneficial owners of the Refunding Bonds. In such event, the Township and the Paying Agent (if any) shall either contract with a substitute securities depository or cause the Bonds to be registered in the names of the beneficial owners thereof, as provided in Section 12 hereof.

Section 14. A Continuing Disclosure Certificate in substantially the form attached hereto as Exhibit B (the "Continuing Disclosure Certificate") is hereby approved, and the Chief Financial Officer is hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate on behalf of the Township in substantially such form, with such insertions and changes therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof.

Section 15. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Refunding Bonds, and for no other purpose, the Township covenants to comply with each applicable requirement of the Internal Revenue Code of 1986, as amended

(the “Code”), applicable to the Refunding Bonds, and the Township covenants not to take any action or fail to take any action which would cause the interest on the Refunding Bonds to lose the exclusion from gross income for federal income taxation purposes under Section 103 of the Code.

The Township covenants and agrees with the holders of the Refunding Bonds that the Township shall not take any action or omit to take any action which would cause the Refunding Bonds to be “private activity bonds” or “arbitrage bonds” within the meaning of Sections 141(a) or 148, respectively, of the Code, or any successor provision.

Section 16. The Township covenants that it will take no action which would cause the Refunding Bonds to be federally guaranteed (within the meaning of Section 149(b) of the Code).

Section 17. The Escrow Deposit Agreement pertaining to the Refunded Bonds shall be substantially in the form attached to this Resolution as Exhibit C (the “Escrow Deposit Agreement”) and made a part hereof and the Mayor or the Chief Financial Officer of the Township are hereby authorized to execute same with such changes, revisions or alterations therefor as may be approved by the officer executing the Escrow Deposit Agreement, such approval to be conclusively evidenced by the execution thereof.

Section 18. If it is deemed beneficial to the Township after consultation with the Underwriter and the Township’s financial advisor, there is hereby delegated to the Chief Financial Officer the authority to accept the commitment for bond insurance dated April 7, 2009, submitted by Assured Guaranty Corp. (“Assured Guaranty”) in respect of the Refunding Bonds, a copy of which is attached hereto as Exhibit D (the “Commitment Letter”) and which by this reference is made a part hereof as if set forth in full herein, and the authority to determine that the payment of the principal of and interest on the Refunding Bonds shall be insured by a bond insurance policy to be issued by Assured Guaranty. Such officer is further authorized to execute such additional documents and certificates as may be required by the Commitment Letter or as may be necessary in connection with the purchase of such bond insurance.

In the even that such bond insurance is purchased for the Refunding Bonds, the Township covenants and agrees that the Township shall allow Assured Guaranty or its agent access to all non-confidential records of the Township; and shall provide to Assured Guaranty such public records and notices as reasonably may be requested by Assured Guaranty, including, without limitation financial reports, operational statistics and strategic plans, if any, and any other public records or notices to be provided to any Paying Agent pursuant to the terms of the Refunding Ordinances, this Resolution or other documentation relating to the Refunding Bonds

Section 19. The Bond Purchase Agreement by and between the Township and the Underwriter with respect to the Refunding Bonds shall be substantially in the form attached to this Resolution as Exhibit E (the “Bond Purchase Agreement”) and made a part hereof, and the Mayor or the Chief Financial Officer of the Township are each hereby authorized to execute the same with such changes, revisions or alterations therefor as may be approved by the officer executing the Bond Purchase Agreement after consultation with the Township’s counsel and/or bond counsel, such approval to be conclusively evidenced by the execution thereof. The Underwriter’s discount in connection with the Refunding Bonds shall not exceed \$3.25 per \$1,000 of Refunding Bonds.

Section 20. The Mayor, the Chief Financial Officer, the Business Administrator and the Clerk of the Township are hereby designated, authorized and directed to perform or determine any other matters or details relating to the Refunding Bonds, to do or perform or cause to be done or performed any and all acts as such officers or Bond Counsel may deem necessary or appropriate in order to effect the proper issuance, execution and delivery of the Refunding Bonds, and to execute, among other things, one or more subscriptions for the purchase of United States Treasury Obligations, State and Local Government Series or such other securities and/or investment agreements in accordance with the Escrow Deposit Agreement, a tax certificate certifying that, among other things, the Township, to the extent it is empowered and allowed under applicable law, covenants that it will do and perform all acts and things necessary or desirable for the purpose of monitoring compliance to assure that interest paid on the Refunding Bonds is excludable from gross income under the Internal Revenue Code of 1986, as amended, and any and all instruments, opinions, affidavits, certificates, resolutions, documents or other papers as may be deemed necessary.

Section 21. This resolution shall take effect upon the Refunding Ordinances taking effect in accordance with the terms thereof and the Local Bond Law.

CERTIFICATE

I, Judith I. Silver, Township Clerk of the Township of Parsippany-Troy Hills, in the County of Morris, State of New Jersey, HEREBY CERTIFY that the foregoing is a true and compared copy of an original resolution now on file and of record in my office which was duly adopted at a meeting of the Township Council of the Township of Parsippany-Troy Hills, on the ___ day of April, 2009.

I DO HEREBY CERTIFY that said Township Council consists of five (5) members and that _____ members thereof were present at said meeting and that _____ members voted affirmatively for the adoption of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Township this ___ day of _____, 2009.

Judith I. Silver, Township Clerk

Exhibit A

[FORMS OF REFUNDING BONDS]

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MORRIS
TOWNSHIP OF PARSIPPANY-TROY HILLS

[GENERAL IMPROVEMENT][WATER UTILITY][SEWER UTILITY][GOLF AND
RECREATION UTILITY] REFUNDING BOND, SERIES 2009

No. _____ \$ _____

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
	% _____, 2009	December __, ____	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ Dollars

The TOWNSHIP OF PARSIPPANY-TROY HILLS, in the County of Morris, a public body corporate and politic organized and existing under the laws of the State of New Jersey (the "Township"), for value received, hereby acknowledges itself to be indebted and promises to pay to CEDE & CO. or its registered assigns, on the Maturity Date set forth above, upon presentation and surrender of this bond, the Principal Sum set forth above, and to pay interest thereon semi-annually on December 1 and June 1 of each year, commencing December 1, 2009 (each, an "Interest Payment Date"), at the Interest Rate specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the payment of the Principal Sum has been made or duly provided for. This Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid, or duly provided for on the Refunding Bonds or, if no interest has been paid, from their dated date. As long as The Depository Trust Company, New York, New York ("DTC") or its nominee, Cede & Co., is the registered owner of the Bonds, payments of the principal of and interest on the Bonds will be made by the Township, or the hereinafter-defined Paying Agent, directly to DTC or its nominee, Cede & Co., which will credit payments of

principal of and interest on the Bonds to the participants of DTC as listed on the records of DTC as of each next preceding November 15 and May 15 (each, a "Record Date" and together, the "Record Dates" for the payment of interest on the Bonds), which participants will in turn credit such payments to the beneficial owners of the Bonds. Both the principal of and the interest on this bond are payable in lawful money of the United States of America.

No transfer of this bond shall be valid unless made on the registration books of the Township kept for that purpose by the Chief Financial Officer (or, if a Paying Agent is appointed by the Township, at the corporate trust office of the Paying Agent) and by surrender of this bond (together with a written instrument of transfer satisfactory to the Chief Financial Officer or Paying Agent (as appropriate) duly executed by the registered owner or by his or her duly authorized attorney) and the issuance of a new bond or bonds in the same form and tenor as the original bond except for the differences in the name of its registered owner, the denominations and the Date of Authentication. The owner of any bond or bonds may surrender same (together with a written instrument of transfer satisfactory to the Chief Financial Officer or Paying Agent (as appropriate) duly executed by the registered owner or by his or her duly authorized attorney), in exchange for an equal aggregate principal amount of bonds of any authorized denominations. Notwithstanding the foregoing, as long as the Bonds remain in book-entry form, transfer of ownership interests in the Bonds shall be made by DTC and its participants by book-entries which are made on the records of DTC and its participants.

This Bond is one of a duly authorized issue of [General Improvement][Water Utility][Sewer Utility][Golf and Recreation Utility] Refunding Bonds, Series 2009, of the Township in the aggregate principal amount of \$_____ issued for the purpose of refunding the Township's [General Improvement][Water Utility][Sewer Utility][Golf Utility] Bonds, dated December 1, 1997, maturing on December 1 in the years 2009 through and including [2011][2017][2017][2011]. The Bonds are authorized and issued under and pursuant to the Local Bond Law of the State of New Jersey constituting Chapter 169 of the Laws of 1960, effective January 15, 1962, as amended, Ordinance No. [2009:09][2009:10][2009:11][2009:12] of the Township, finally adopted by the Township Council on March 18, 2009 and duly published as required by law, and the resolution of the Township Council duly adopted on April ___, 2009.

The Bonds of this issue are not subject to redemption prior to their stated maturities.

This Bond is registered as to principal and interest and is transferable by the registered owner or his duly authorized attorney upon surrender hereof at the principal office of the Township or, if applicable, the principal corporate trust office of any other Paying Agent, accompanied by a duly executed instrument of transfer in form satisfactory to the Township or

such other Paying Agent. The Township and any other Paying Agent may treat the person in whose name this Bond is registered on the bond register maintained by the Township or such other Paying Agent as the absolute owner of this Bond for all purposes and neither the Township nor any such other Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Bond or for any claim based hereon, against any member, officer or employee, past, present or future, of the Township or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

It is hereby certified that all acts, conditions and things required by the laws of the State of New Jersey to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the Township is within every debt and other limit prescribed by the constitution and the statutes of the State of New Jersey.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, a Sunday, or a day on which banking institutions in the State of New Jersey are authorized by law to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

For the prompt and full payment of the obligations of this Bond, the entire full faith and credit of the Township are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent, by execution of the Certificate endorsed hereon; provided however that for so long as the Township is acting as Paying Agent there shall be no need for such authentication.

IN WITNESS WHEREOF, the Township of Parsippany-Troy Hills in the County of Morris, New Jersey has caused this Bond to be signed in its name by the manual or facsimile signatures of its Mayor and Chief Financial Officer and its corporate seal, or a facsimile thereof, to be hereunto affixed, duly attested by the manual signature of its Township Clerk.

(Seal)

**TOWNSHIP OF PARSIPPANY-TROY HILLS,
IN THE COUNTY OF MORRIS,
NEW JERSEY**

Attest:

By: _____
Mayor

Township Clerk

By: _____
Chief Financial Officer

[Following to be utilized if paying agent is appointed:

CERTIFICATE OF AUTHENTICATION

This bond is one of the [General Improvement][Water Utility][Sewer Utility][Golf and Recreation Utility] Refunding Bonds, Series 2009 of the Township of Parsippany-Troy Hills, New Jersey described in the within named resolution.

By: _____
Authorized Signature]

[STATEMENT OF INSURANCE]

Exhibit B

(Form of Continuing Disclosure Certificate for the Refunding Bonds)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Township of Parsippany-Troy Hills, in the County of Morris, New Jersey (the “Issuer”) in connection with the issuance by the Issuer of \$_____ principal amount of its General Obligation Refunding Bonds, Series 2009, consisting of \$_____ General Improvement Refunding Bonds, Series 2009, \$_____ Water Utility Refunding Bonds, Series 2009, \$_____ Sewer Utility Refunding Bonds, Series 2009 and \$_____ Golf and Recreation Utility Refunding Bonds, Series 2009 (the “Bonds”). The Bonds are being issued pursuant to a Refunding Bond Ordinances (the “Ordinance”) duly adopted by the Township Council of the Issuer (the “Township Council”) on March 18, 2009, and a resolution duly adopted by the Township Council on April ___, 2009 (the “Resolution”). The Bonds are dated their date of delivery and shall mature on December 1 in the years ___ through ___, inclusive. The Issuer covenants and agrees as follows:

Section 1.

Purpose
e of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2.

Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bondholder” shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

“Dissemination Agent” shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. As of the date hereof, the National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit B.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of New Jersey.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

Section 3.

Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of the Issuer’s fiscal year, commencing with the Annual Report for the fiscal year ending December 31, 2009, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the

audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The Annual Report may be requested from the Issuer's Chief Financial Officer. Any filing under this Disclosure Certificate may be made solely by transmitting such filing to the Texas Municipal Advisory Council ("MAC") as provided at <http://www.disclosureusa.org> unless the United States Securities and Exchange Commission has withdrawn the interpretive advice in its letter to the MAC dated September 7, 2004.

(b) Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the Issuer shall send a notice to each National Repository or the MSRB, and to the State Repository, if any, in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

(d) Effective July 1, 2009, or such earlier or later date as required by the Rule, all Annual Reports required to be provided pursuant to (a) above or notices required to be sent pursuant to (b) above shall be provided or sent, as required by the Rule, to the MSRB instead of to each National Repository or the MAC and the State Repository, if any, and such information shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in Appendix A of the Official Statement dated _____, 2009 pertaining to the sale of the Bonds.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies;
2. non-payment related defaults;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions or events affecting the tax-exempt status of the Bonds;

7. modifications to rights of Bondholders;
8. optional, contingent or unscheduled Bond calls;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds;
and
11. rating changes.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Issuer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Issuer shall promptly file a notice of such occurrence with each National Repository or the MSRB, and with the State Repository, if any. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Bondholders of affected Bonds pursuant to the Resolution.

(d) Effective July 1, 2009, or such earlier or later date as required by the Rule, all filings required to be made pursuant to (c) above shall be made, as required by the Rule, to the MSRB instead of to each National Repository and the State Repository, if any, and such information shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a

successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Section 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information

in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2009

TOWNSHIP OF PARSIPPANY-TROY HILLS, IN
THE COUNTY OF MORRIS, NEW JERSEY

By:

Chief Financial Officer _____

EXHIBIT A TO DISCLOSURE CERTIFICATE

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: The Township of Parsippany-Troy Hills, County of Morris, New Jersey

Name of Bond Issue: \$_____ General Obligation Refunding Bonds, Series 2009

Dated Date: _____, 2009

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2009. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

TOWNSHIP OF PARSIPPANY-TROY HILLS, IN
THE COUNTY OF MORRIS, NEW JERSEY

By: _____
Name:
Title:

EXHIBIT B TO DISCLOSURE CERTIFICATE

Nationally Recognized Municipal Securities Information Repositories approved by the Securities and Exchange Commission:

Bloomberg Municipal Repository

100 Business Park Drive

Skillman, NJ 08558

Phone: (609) 279-3225

Fax: (609) 279-5962

<http://www.bloomberg.com/markets/rates/municontacts.html>

Email: Munis@Bloomberg.com

DPC Data Inc.

One Executive Drive

Fort Lee, NJ 07024

Phone: (201) 346-0701

Fax: (201) 947-0107

<http://www.MuniFILINGS.com>

Email: nrmsir@dpccdata.com

Interactive Data Pricing and Reference Data, Inc.

Attn: NRMSIR

100 William Street, 15th Floor

New York, NY 10038

Phone: 212-771-6999; 800-689-8466

Fax: 212-771-7390

<http://www.interactivedata-prd.com>

Email: NRMSIR@interactivedata.com

Standard & Poor's Securities Evaluations, Inc.

55 Water Street

45th Floor

New York, NY 10041

Phone: (212) 438-4595

Fax: (212) 438-3975

<http://www.disclosuredirectory.standardandpoors.com/>

Email: nrmsir_repository@sandp.com

EXHIBIT C

(Form of Escrow Deposit Agreement)

ESCROW DEPOSIT AGREEMENT

Dated _____, 2009

Between

**TOWNSHIP OF PARSIPPANY-TROY HILLS, IN THE COUNTY
OF MORRIS, NEW JERSEY**

and

**THE BANK OF NEW YORK MELLON
as Escrow Agent**

Providing for the Payment of a portion of the below described Bonds:

**\$_____ General Improvement Bonds, dated December 1, 1997
and
\$_____ Water Utility Bonds, dated December 1, 1997
and
\$_____ Sewer Utility Bonds, dated December 1, 1997
and
\$_____ Golf Utility Bonds, dated December 1, 1997**

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT is made and entered into as of _____, 2009, by and between the TOWNSHIP OF PARSIPPANY-TROY HILLS, IN THE COUNTY OF MORRIS, NEW JERSEY (the "Township"), and The Bank of New York Mellon, a corporation duly organized and existing under the laws of the State of New York, with trust and fiduciary powers in the State of New Jersey, as escrow agent in respect of the Refunded Bonds, as defined herein (the "Escrow Agent").

WITNESSETH:

WHEREAS, the Township is a body corporate and politic and a political subdivision of the State of New Jersey; and

WHEREAS, the Township has heretofore issued its \$ _____ General Improvement Bonds, dated December 1, 1997 (the outstanding portion whereof being referred to herein as the "General Improvement Outstanding Bonds"), \$ _____ Water Utility Bonds, dated December 1, 1997 (the outstanding portion whereof being referred to herein as the "Water Utility Outstanding Bonds"), \$ _____ Sewer Utility Bonds, dated December 1, 1997 (the outstanding portion whereof being referred to herein as the "Sewer Utility Outstanding Bonds") and its \$ _____ Golf Utility Bonds, dated December 1, 1997 (the outstanding portion whereof being referred to herein as the "Golf Utility Outstanding Bonds" and, collectively with the General Improvement Outstanding Bonds, the Water Utility Outstanding Bonds and the Sewer Utility Outstanding Bonds, the "Outstanding Bonds"); and

WHEREAS, the Township has determined that it is in its best financial interests to issue refunding bonds in the aggregate principal amount of \$ _____ (the "Refunding Bonds") pursuant to Ordinance Nos. 2209:09, 2009:10, 2009:11 and 2009:12, which were adopted on March 18, 2009 for the purpose of refunding all or a portion of the Outstanding Bonds; and

WHEREAS, the Township Council adopted a resolution on _____, 2009 (the "Refunding Bond Resolution") for the purpose of, among others, financing a refunding program (the "Refunding Program") consisting of the refinancing the outstanding 1997 General Improvement Bonds maturing on December 1 in the years 2009 through and including 2011 (the "Refunded 1997 General Improvement Bonds"); (ii) "Water Utility Refunding Bonds, Series 2009" and to be issued for the purpose of refunding the outstanding 1997 Water Utility Bonds maturing on December 1 in the years 2009 through and including 2017 (the "Refunded 1997 Water Utility Bonds"); (iii) "Sewer Utility Refunding Bonds, Series 2009" and to be issued for the purpose of refunding the outstanding 1997 Sewer Utility Bonds maturing on December 1 in

the years 2009 through and including 2017 (the “Refunded 1997 Sewer Utility Bonds”); and (iv) “Golf and Recreation Utility Refunding Bonds, Series 2009” and to be issued for the purpose of refunding the outstanding 1997 Golf Utility Bonds maturing on December 1 in the years 2009 through and including 2011 (the “Refunded 1997 Golf Utility Bonds” and, collectively with the Refunded 1997 General Improvement Bonds, the Refunded 1997 Water Utility Bonds and the Refunded 1997 Sewer Utility Bonds , the “Refunded Bonds”); and

WHEREAS, the Refunding Program will be effected by depositing with the Escrow Agent a portion of the net proceeds of the Refunding Bonds, which will be sufficient to purchase Government Obligations, as defined herein, which Government Obligations, together with interest thereon, will be sufficient to pay principal and interest on the Refunded Bonds through and including _____, ____ (the “Redemption Date”), at which respective times the Refunded Bonds will be redeemed at a redemption price of 101% of the outstanding principal amount thereof, plus interest accrued to the Redemption Date; and

WHEREAS, the execution and delivery of this Escrow Deposit Agreement has been duly authorized by the Township and the Escrow Agent.

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

SECTION 1. DEFINITIONS.

(a) The following terms defined in the recital to this Agreement shall have the meanings therein set forth:

General Improvement Outstanding Bonds
Water Utility Outstanding Bonds
Sewer Utility Outstanding Bonds
Golf Utility Outstanding Bonds
General Improvement Refunded Bonds
Water Utility Refunded Bonds
Sewer Utility Refunded Bonds
Golf Utility Refunded Bonds
Redemption Date
1998
Township
Escrow Agent
Outstanding Bonds
Refunding Program

Refunded Bonds
Refunding Bonds

- (b) “Agreement” shall mean this Escrow Deposit Agreement, dated as of _____, 2009, between the Township and the Escrow Agent;
- (c) “Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations duly promulgated thereunder;
- (d) “Eligible Investments” shall mean Government Obligations;
- (e) “Escrow Fund” shall mean the fund established pursuant to Section 4 hereof;
- (f) “Government Obligations” shall mean direct non-callable obligations (including obligations issued or held in book entry form on the books of the Department of the Treasury) of the United States of America, or non-callable obligations, the principal of and interest on which are unconditionally guaranteed by the United States of America;
- (g) “Open Market Securities” shall mean Government Obligations other than SLGS;
- (h) “Securities” shall mean those Government Obligations held by the Escrow Agent under this Agreement;
- (i) “SLGS” shall mean Government Obligations known as State and Local Government Series;

SECTION 2. CERTIFICATE OF INDEBTEDNESS WITH RESPECT TO THE PRINCIPAL AMOUNT AND REDEMPTION PREMIUMS OF THE REFUNDED BONDS.

The Township hereby certifies to the Escrow Agent and the Escrow Agent hereby acknowledges and agrees that the sum of \$_____ is the amount required to pay principal and redemption premium of and interest on the Refunded Bonds through and including the Redemption Date, all as shown in Exhibit A.

SECTION 3. APPOINTMENT OF ESCROW AGENT; RECEIPT OF PROCEEDS.

The Bank of New York Mellon is hereby appointed the Escrow Agent in respect of the Refunded Bonds. The Escrow Agent hereby acknowledges receipt from the Township of the

sum of \$_____ (\$_____ of which shall be designated for payment of the General Improvement Refunded Bonds, \$_____ of which shall be designated for payment of the Water Utility Refunded Bonds, \$_____ of which shall be designated for payment of the Sewer Utility Refunded Bonds and \$_____ of which shall be designated for payment of the Golf Utility Refunded Bonds) from the net proceeds of the Refunding Bonds in immediately available funds.

SECTION 4. ESCROW FUND.

There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund (the "Escrow Fund") to be held in the custody of the Escrow Agent as a trust fund for the benefit of the owners of the Refunded Bonds. The Escrow Fund shall be held by the Escrow Agent separate and apart from other funds of the Township and the Escrow Agent. All moneys in the Escrow Fund shall be invested in accordance with this Agreement solely in Eligible Investments, and all such investments shall be in the name of the Escrow Agent. The owners of the Refunded Bonds have an express lien on and security interest in all amounts and investments in the Escrow Fund.

SECTION 5. DEPOSIT AND INVESTMENT OF FUNDS.

(a) The Escrow Agent shall immediately deposit into the Escrow Fund proceeds of the Refunding Bonds in immediately available funds in the amount of \$_____ ((\$_____ of which shall be designated for payment of the General Improvement Refunded Bonds, \$_____ of which shall be designated for payment of the Water Utility Refunded Bonds, \$_____ of which shall be designated for payment of the Sewer Utility Refunded Bonds and \$_____ of which shall be designated for payment of the Golf Utility Refunded Bonds), which aggregate amount, together with the earnings thereon, shall be and is hereby pledged for the payment of the principal of, redemption premium (as applicable) and interest on the Refunded Bonds.

(b) The Township hereby authorizes and directs the Escrow Agent to invest \$_____ (\$_____ of which shall be designated for payment of the General Improvement Refunded Bonds, \$_____ of which shall be designated for payment of the Water Utility Refunded Bonds, \$_____ of which shall be designated for payment of the Sewer Utility Refunded Bonds and \$_____ of which shall be designated for payment of the Golf Utility Refunded Bonds) of the moneys deposited in the Escrow Fund hereunder in SLGS which shall bear interest and mature as set forth in accordance with the schedules attached hereto as Exhibit B and to hold \$_____ (\$_____ of which shall be designated for payment of the General Improvement Refunded Bonds, \$_____ of which shall be

designated for payment of the Water Utility Refunded Bonds, \$_____ of which shall be designated for payment of the Sewer Utility Refunded Bonds and \$_____ of which shall be designated for payment of the Golf Utility Refunded Bonds) in cash. The Escrow Agent hereby agrees to purchase the SLGS described in Exhibit B.

(c) Based on the Verification Report prepared by _____, and attached hereto as Exhibit E, the Township certifies to the Escrow Agent that, as shown in Exhibit C attached hereto and made a part hereof, the amounts to be received by the Escrow Agent from the principal of and interest on the Securities deposited in the Escrow Fund are adequate to meet the debt service requirements of the Refunded Bonds as and when they become due and payable.

SECTION 6. APPLICATION OF PRINCIPAL AND INTEREST ON SECURITIES.

(a) The cash deposit and the principal of and interest on the Securities shall be held by the Escrow Agent in trust, exclusively for the benefit of the owners of the Refunded Bonds and applied to the payment of the principal of, redemption premium, and interest on the Refunded Bonds. The Township hereby irrevocably directs the Escrow Agent, and the Escrow Agent agrees, to collect the principal of and interest on the Securities at their respective maturities and to apply the same on _____, 2009 to the payment of the interest due and payable and the principal of and redemption premium on the Refunded Bonds, all as set forth in Exhibit C hereto, by payment to Cede & Co. as nominee of The Depository Trust Company, New York, New York, as registered owner of the Refunded Bonds. The Township agrees to notify the Escrow Agent of any change in the name or address of the registered owner or owners of the Refunded Bonds. All payments to Cede & Co. shall be made by wire transfer in accordance with the instructions attached hereto as Exhibit G or as may otherwise be directed by The Depository Trust Company.

(b) The Township agrees to make any payments on the Refunded Bonds in the event, to the extent and at the times that the funds available in the Escrow Fund are not sufficient to make such payments.

(c) Notwithstanding the foregoing, the Escrow Agent may also make such other investment of said funds as may be directed in writing by the Township and authorized by an approving written opinion of nationally recognized bond counsel to the effect that such use of funds will not cause the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(d) The Escrow Agent shall pay the Refunded Bonds by payment to the respective paying agent for each series of the Refunded Bonds.

SECTION 7. SUBSTITUTION OF SECURITIES.

(a) The Escrow Agent shall sell, transfer, request the redemption of or otherwise dispose of the Securities, but only in a simultaneous transaction and upon receipt of the following (i) a written Township order directing said transfer; (ii) direct noncallable obligations of the United States Treasury (the "Substitute Securities") as hereinafter provided; (iii) a certificate of an independent certified public accountant to the effect that the Substitute Securities together with the cash, if any, and the Securities which will continue to be held under this Agreement will bear interest in such amounts and be payable at such times, without further investment or reinvestment of principal or interest, and mature in such principal amounts and at such times, to provide sufficient moneys to pay, as the same mature and become due, all the principal and redemption premium of and interest on the Refunded Bonds to the date of redemption, and that sufficient moneys will be available from such cash, principal and interest to pay, as the same become due upon earlier redemption, all principal and redemption premium of and interest on the Refunded Bonds which have not previously been paid; and (iv) an unqualified written opinion of nationally recognized bond counsel on the subject of municipal bonds to the effect that the proposed sale, transfer, redemption or other disposition and substitution of Securities will not cause either the Refunded Bonds or the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) If the proceeds to be received from the sale, transfer, redemption or other disposition of such Securities will be less than the full principal amount of such Securities, such sale, transfer, redemption or other disposition of such Securities shall be subject to the additional condition that the Township shall have first deposited hereunder an amount of cash equal to the difference between the principal amount of the Securities to be sold, transferred, redeemed or otherwise disposed of and the proceeds of sale, transfer, redemption or other disposition of such Securities. Any cash so deposited shall either be used to purchase Substitute Securities or held in trust for the payment of the Refunded Bonds as directed by the Township uninvested unless the Escrow Agent shall receive an opinion of nationally recognized bond counsel on the subject of municipal bonds to the effect that the proposed investment would not cause either the Refunded Bonds or the Refunding Bonds to be "arbitrage bonds" under the Code.

SECTION 8. REDEMPTION OF THE REFUNDED BONDS.

The Township hereby unconditionally and irrevocably authorizes and instructs the Escrow Agent to take all action necessary or appropriate to cause the redemption of the Refunded Bonds on the applicable redemption date in accordance with the terms of the Refunded Bonds.

The Township irrevocably authorizes and instructs the Escrow Agent to publish the notice of redemption in substantially the form attached hereto as Exhibit D once a week for two successive weeks in a newspaper of general circulation that carries financial news, is printed in the English language and is customarily published on each business day in the State of New York, the first of which publications to be at least thirty (30) days but not more than sixty (60) days before each date of redemption. Notice of Redemption shall also be given by mailing first class mail in a sealed envelope with postage prepaid to the registered owners of the Refunded Bonds not less than thirty (30) days nor more than sixty (60) days prior to each date of redemption, at their respective addresses as they last appear in the registration books maintained by the Township or at such other address as is furnished in writing by such owner to the Escrow Agent. The Township represent to the Escrow Agent that the Refunded Bonds are registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York, and agrees to notify the Escrow Agent of any change in the name or address of the registered owner or owners of the Refunded Bonds.

In addition, the Escrow Agent shall cause copies of such notice of redemption to be sent by registered mail, certified mail, overnight delivery service or legible telecopy (or other similarly secure service acceptable to the Escrow Agent) to all registered securities depositories and to two or more national information services that disseminate redemption information. The notices to registered securities depositories shall be sent at least two (2) business days in advance of the date notices addressed to registered owners and national information services are deposited in the United States mail.

In addition, the Escrow Agent shall mail, postage prepaid, the Municipal Secondary Market Disclosure Information Cover Sheet and the Notice of the Deposit of Funds in substantially the forms attached hereto as Exhibit F to The Depository Trust Company, as the owner of the Refunded Bonds, and to each nationally recognized municipal securities information repository (as such phrase is used in S.E.C. Rule 15c2-12).

SECTION 9. TERMINATION.

This Agreement shall terminate when the principal of, interest and redemption premium on all Refunded Bonds has been paid. Moneys held by the Escrow Agent in the Escrow Fund for the payment and discharge of any of the Refunded Bonds or any interest thereon which has theretofore become due and payable which remain unclaimed for five (5) years after the date when such Refunded Bonds shall have become due and payable, either at their stated maturity dates or by call for earlier redemption, shall, at the written request of the Township, be repaid by the Escrow Agent to the Township as its absolute property and free from the trust created by the Bond Resolution and this Agreement. The Escrow Agent shall thereupon be released and discharged with respect thereto and hereto and the owners of such Refunded Bonds payable from

such moneys shall look only to the Township for the payment of such Refunded Bonds or such interest. Any amounts held in the Escrow Fund (other than amounts held for Refunded Bonds which have theretofore matured or been called for redemption or any interest thereon which has theretofore become due and payable but remains unclaimed as described above) shall be paid by the Escrow Agent to the Township on the date of termination of this Agreement.

SECTION 10. SUPPLEMENTAL AGREEMENTS.

(a) This Agreement is made for the benefit of the Township and the owners from time to time of the Refunded Bonds and shall not be repealed, revoked, altered or amended without the written consent of the owners of all of the Refunded Bonds which remain unpaid at that time and the written consent of the Escrow Agent; provided, however, that the Township and the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(i) to cure any ambiguity or formal defect or omission in this Agreement;

(ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent;

(iii) to subject to this Agreement additional funds, securities or properties; and

(iv) to modify or supplement this Agreement in order to meet the requirements of any rating agency for rating the Refunded Bonds in the highest category.

(b) The Township shall give prior written notice of any amendment, revocation or alteration of this Agreement (with or without the consent of the owners of the Refunded Bonds) to: (i) Moody's Municipal Rating Desk/Refunded Bonds, 99 Church Street, New York, NY 10007, or such other address such rating agency may request.

- (c) The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel on the subject of municipal bonds with respect to
- (d) compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the outstanding Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 11. ESCROW AGENT.

(a) During the term of this Agreement, the Township agrees to pay or cause to be paid the reasonable fees and expenses of the Escrow Agent hereunder (the “Administrative Expenses”) upon request by the Escrow Agent upon the submission of itemized invoices submitted to the Township. The Escrow Agent shall have no lien whatsoever upon any of the Securities or earnings thereof for the payment of any amounts or claims of any kind or nature including, without limitation, fees and expenses for services rendered under this Agreement or any other resolution or ordinance.

(b) The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own gross negligence or willful misconduct. The Escrow Agent shall not be liable for (i) any loss resulting from any investment made pursuant to the terms and provisions of this agreement, (ii) any deficiencies in the Escrow Fund to the extent amounts therein are insufficient to pay the Refunded Bonds, or (iii) for any loss on the Securities resulting from any market fluctuations. The Escrow Agent shall have no lien whatsoever upon any of the moneys or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

(c) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys deposited, or of the principal amount of the Securities as provided herein, and the earnings thereon, to pay the Refunded Bonds or any of them. The Escrow Agent has made no independent investigation of the principal and interest requirements of the Refunded Bonds or the adequacy of the amounts deposited with the Escrow Agent and the investment income thereon to pay such principal and interest requirements when due, but with respect to such matters have relied upon the verification report.

(d) The Escrow Agent shall have no responsibility to any person in connection herewith except those specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own negligence as to any actions taken or actions required to be taken but omitted or not properly taken. its gross negligence with any other failure

to act, or its willful misconduct. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of any other agreement or undertaking between the Township and any other persons, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement. Unless it is specifically provided herein, the Escrow Agent has no duty to determine or to inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Township with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, to exercise reasonable care and diligence, and in the event of error in making such determination, the Escrow Agent shall be liable for its own negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Township or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the Township at any time. The Escrow Agent may consult with legal counsel, at the expense of the Township, but only with the Township's consent, and the opinion of such counsel shall be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

(e) The Township hereby agrees to indemnify and hold harmless (to the extent permitted by applicable New Jersey law) the Escrow Agent from any losses or expenses suffered by the Escrow Agent in the performance of its duties hereunder, except to the extent that the same arise out of the negligence of the Escrow Agent. The indemnification of the Escrow Agent provided for in this Section shall survive termination of this agreement and resignation or removal of the Escrow Agent.

(f) The recitals of fact in this Agreement shall be taken as the statements of the Township, and the Escrow Agent does not assume any responsibility for the correctness of the same. The Escrow Agent shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect of this Agreement or to advance any of its own moneys unless properly indemnified to its satisfaction. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its gross negligence or willful misconduct.

SECTION 12. MISCELLANEOUS PROVISIONS.

(a) If any one or more of the covenants or agreements provided in this Agreement on the part of the Township or the Escrow Agent to be performed shall be determined by a court of

competent jurisdiction to be prohibited or unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

(b) All notices, certificates or other communications hereunder shall be in writing and addressed as follows: if to the Township: Municipal Offices, 1001 Parsippany Blvd, Parsippany, New Jersey 07054, Attention: Chief Financial Officer; and if to the Escrow Agent: The Bank of New York Mellon, 3rd Floor, 385 Rifle Camp Road, West Paterson, New Jersey 07424, Attention: Corporate Trust Department. Each party may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without reference to the choice of law principles thereof.

(d) This Agreement may be executed in any number of counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the first date above written.

(SEAL)

THE TOWNSHIP OF PARSIPPANY-TROY
HILLS, IN THE COUNTY OF MORRIS,
NEW JERSEY

Attest:

By: _____
Judith I. Silver, Township Clerk

By: _____
Authorized Official

(SEAL)

THE BANK OF NEW YORK MELLON

Attest:

By: _____
Authorized Officer

By: _____
Authorized Officer

**EXHIBIT A TO ESCROW DEPOSIT AGREEMENT
REFUNDED BONDS**

EXHIBIT B TO ESCROW DEPOSIT AGREEMENT
GOVERNMENT OBLIGATIONS

EXHIBIT C TO ESCROW DEPOSIT AGREEMENT
ESCROW FUND SUMMARY

EXHIBIT D TO ESCROW DEPOSIT AGREEMENT

NOTICE OF REDEMPTION

THE TOWNSHIP OF PARSIPPANY-TROY HILLS, IN THE COUNTY OF MORRIS, NEW JERSEY

NOTICE is hereby given to the holders of (i) \$_____ of the Township's outstanding General Improvement Bonds, Series 1997, maturing in the principal amount of \$_____ on December 1, 2009, in the principal amount of \$_____ on December 1, 2010, and in the principal amount of \$_____ on December 1, 2011; (ii) \$_____ of the Township's outstanding Water Utility Bonds, Series 1997, maturing in the principal amount of \$_____ on December 1, 2012, in the principal amount of \$_____ on December 1, 2013, in the principal amount of \$_____ on December 1, 2014, in the principal amount of \$_____ on December 1, 2015, in the principal amount of \$_____ on December 1, 2016 and in the principal amount of \$_____ on December 1, 2017; (iii) \$_____ of the Township's outstanding Sewer Utility Bonds, Series 1997, maturing in the principal amount of \$_____ on December 1, 2012, in the principal amount of \$_____ on December 1, 2013, in the principal amount of \$_____ on December 1, 2014, in the principal amount of \$_____ on December 1, 2015, in the principal amount of \$_____ on December 1, 2016 and in the principal amount of \$_____ on December 1, 2017 and (iv) \$_____ of the Township's outstanding Golf Utility Bonds dated December 1, 1997, maturing in the principal amount of \$_____ on December 1, 2009, in the principal amount of \$_____ on December 1, 2010, and in the principal amount of \$_____ on December 1, 2011 (the "Refunded Bonds") of the Township of Parsippany-Troy Hills, in the County of Morris, New Jersey (the "Township"), of the redemption by the Township, on _____, 2009 (the "Redemption Date"), of said Refunded Bonds. On such Redemption Date, the Bonds shall become due and payable at a redemption price of 101% of the principal amount thereof, plus accrued interest to the Redemption Date. From and after the Redemption Date, interest on the Refunded Bonds shall cease to accrue and to be payable to the holders entitled to payment thereof upon such redemption.

The Refunded Bonds mature on the dates and bear the numbers and CUSIP numbers as follows:

<u>Maturity</u>	<u>CUSIP Numbers</u>
12/1/2009	
12/1/2010	
12/1/2011	

12/1/2012
12/1/2013
12/1/2014
12/1/2015
12/1/2016
12/1/2017

On the Redemption Date set forth above, the redemption price set forth above will become due and payable at the addresses set forth below, and from such Redemption Date interest on the Refunded Bonds will cease to accrue. Payment for the Refunded Bonds will be made upon presentation and surrender of said Refunded Bonds to:

MAILING ADDRESS

The Bank of New York Mellon
3rd Floor, 385 Rifle Camp Road
West Paterson, New Jersey 07424
Attention: Corporate Trust Department

HAND DELIVERY

The Bank of New York Mellon
3rd Floor, 385 Rifle Camp Road
West Paterson, New Jersey 07424
Attention: Corporate Trust Department

No representation is made as to the correctness of the CUSIP numbers either as printed on the Refunded Bonds or as contained in this notice and reliance may be placed only on the identification numbers as printed on the Refunded Bonds.

IMPORTANT: Under Federal law, individual holders of the Refunded Bonds who present such Refunded Bonds for payment are required to submit their social security number, certified as correct under penalty of perjury. The required certification may be made on an Internal Revenue Service Form W-9. Holders of the Refunded Bonds may obtain copies of Form W-9 from their local bank or broker. If the social security number is not submitted and certified as correct, 28 percent of the interest due under the Refunded Bonds must be withheld and paid over to the Internal Revenue Service.

The Bank of New York Mellon
as Escrow Agent

By: _____
Name: _____
Title: _____
Dated: _____, 2009

**EXHIBIT E TO ESCROW DEPOSIT AGREEMENT
VERIFICATION REPORT**

EXHIBIT F

**MUNICIPAL SECONDARY MARKET DISCLOSURE INFORMATION COVER
SHEET AND NOTICE OF DEFEASANCE**

EXHIBIT G

**CURRENT DEPOSITORY TRUST COMPANY
PRINCIPAL AND INTEREST PAYMENT INFORMATION**

**NOTE TO ESCROW AGENT:
BEFORE MAKING ANY PAYMENT, CALL THE DEPOSITORY TRUST COMPANY
TO CONFIRM PAYMENT INSTRUCTIONS. THIS INFORMATION MAY CHANGE
FROM TIME TO TIME.**

<p>In connection with the payment of interest on bonds, please contact: Anthony Muldanado (telephone no. 212-855-4690) (fax no. (212) 855-2200) Payments should be made to: The Chase Manhattan Bank ABA 021000021 For credit to the A/C The Depository Trust Company/Dividend Deposit Account 066-026776</p>
<p>In connection with the payment of maturing principal on bonds, please contact: Michael Soldati (telephone no. 212-855-2068) (fax no. (212) 855-2200) Payments should be made to: The Chase Manhattan Bank ABA 021000021 For credit to the A/C The Depository Trust Company/Redemption Account 066-027306</p>
<p>The payment of maturing principal and interest on bond anticipation notes and the final principal and interest payment on a bond issue is paid to the Redemption Account, and Anthony Muldanado is the contact as set forth above.</p>

Exhibit D

[Assured Guaranty Corp. Bond Insurance commitment]

Exhibit E

(Form of Bond Purchase Agreement)

TOWNSHIP OF PARSIPPANY-TROY HILLS

IN THE COUNTY OF MORRIS, NEW JERSEY

\$_____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009

CONTRACT OF PURCHASE

_____, 2009

Township of Parsippany-Troy Hills
1001 Parsippany Boulevard
Parsippany, New Jersey 07054

Ladies and Gentlemen:

Roosevelt & Cross, Incorporated, New York, New York (“Roosevelt & Cross”) hereby offers to enter into the following agreement with the Township of Parsippany-Troy Hills, in the County of Morris, State of New Jersey (the “Township”) which, upon acceptance by the Township of this offer as evidenced by the execution of acceptance set forth below by the Chief Financial Officer of the Township, is intended to be legally binding upon the Township and Roosevelt & Cross. This offer is made subject to acceptance by the Township of this Contract of Purchase on or before 10:00 P.M., E.S.T, on the date hereof or such other time as agreed upon by Roosevelt & Cross and the Township.

1. Pursuant to the terms and conditions hereinafter set forth, Roosevelt & Cross hereby agrees to purchase from the Township and the Township hereby agrees to sell to Roosevelt & Cross all (but not less than all) of the Township’s \$_____ General Obligation Refunding Bonds, Series 2009 (the “Bonds”), dated their date of delivery, which shall have the maturities and bear interest at the rates per annum as set forth in the Schedule attached hereto as Exhibit A, said interest on the Bonds being payable on December 1, 2009 and semiannually thereafter on December 1 and June 1 in each year until maturity. [The payment of the principal and interest on the Bonds will be guaranteed by a municipal bond insurance policy to be issued by _____ (“Insurer”) simultaneously with the delivery of the Bonds.] The Bonds are not subject to redemption prior to their stated maturities. The Bonds are being issued to currently refund the following along with associated costs and expenses: (i) the outstanding principal amount of its \$2,585,000 General Improvement Bonds dated December 1, 1997 maturing on December 1 in each of the years 2009 through 2011, inclusive, which are subject

to redemption at the option of the Township at a redemption price of 101% of the principal amount outstanding plus interest until the redemption date; (ii) the outstanding principal amount of its \$1,635,000 Water Utility Bonds dated December 1, 1997 maturing on December 1 in each of the years 2009 through 2017, inclusive, which are subject to redemption at the option of the Township at a redemption price of 101% of the principal amount outstanding plus interest until the redemption date; (iii) the outstanding principal amount of its \$2,880,000 Sewer Utility Bonds dated December 1, 1997 maturing December 1 in each of the years 2009 through 2017, inclusive, which are subject to redemption at the option of the Township at a redemption price of 101% of the principal amount outstanding plus interest until the redemption date; and (iv) the outstanding principal amount of its \$255,000 Golf and Recreational Utility Bonds dated December 1, 1997 maturing on December 1 in each of the years 2009 through 2011, inclusive, which are subject to redemption at the option of the Township at a redemption price of 101% of the principal amount outstanding plus interest until the redemption date (together the "Refunded Bonds").

Roosevelt & Cross agrees to purchase the Bonds at a purchase price of \$_____ (equal to the par amount of the Bonds, less an underwriters discount of \$_____, plus/minus a net original issue premium/discount of \$_____), at the Closing, as hereinafter defined.

Upon the delivery of the Bonds, the Township will enter into an escrow agreement ("Escrow Agreement") with The Bank of New York Mellon, as escrow agent (the "Escrow Agent"), to provide for the current refunding of the Refunded Bonds. Upon receipt of the proceeds of the Bonds, the Escrow Agent will deposit in an escrow deposit fund ("Escrow Deposit Fund") established by the Escrow Agreement the amount which will be invested in non-callable direct obligations of and/or obligations guaranteed by the United States of America which include United States Treasury State and Local Government Series Securities, which shall not be callable or prepayable at the option of the issuer thereof ("Escrow Securities"), maturing in amounts and bearing interest at rates sufficient, without reinvestment, to pay when due interest on and upon redemption or maturity the outstanding principal of and redemption premium on the Refunded Bonds. The Escrow Deposit Fund, including the interest earnings on the Escrow Securities, are pledged solely for the benefit of holders of the Refunded Bonds and are not available to pay the Bonds offered herein. The balance of the proceeds of the Bonds will be used to pay certain costs of issuance, an underwriter's discount[, and the bond insurance premium].

Roosevelt & Cross agrees to make a bona fide public offering of all of the Bonds at initial public offering prices not in excess of the price (or at the yields no lower than yields) (the "Offering Prices" or "Yields") set forth on the [inside of the] cover page of the Official Statement described below. Roosevelt & Cross reserves the right to change such Offering Prices as Roosevelt & Cross shall deem necessary in connection with the marketing of the Bonds and to reoffer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at concessions to be determined by Roosevelt & Cross. Roosevelt & Cross also reserves the right (i) to over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time. Roosevelt & Cross

shall provide the Township and its Bond Counsel with such information relating to the prices at which the Bonds are sold to the public as shall be necessary in order for the yield to be determined pursuant to the Internal Revenue Code of 1986, as amended (the "Code").

Roosevelt & Cross hereby attests that the principals of the Roosevelt & Cross controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this Contract of Purchase that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Contract of Purchase, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded. Additionally, Roosevelt & Cross has, if required by P.L. 2005, c. 271, made all filings to the Township on or before the date hereof and will make all filings to the New Jersey Election Law Enforcement Commission on or before the annual reporting date set forth therein.

2. a. The Township hereby represents and warrants that the Preliminary Official Statement, dated _____, 2009 (the "Preliminary Official Statement") is deemed final and complete for purposes of compliance with paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"). The Township, for purposes of compliance with Rule 15c2-12(b)(3), also agrees to deliver signed or conformed copies of the final Official Statement within seven business days of the execution hereof complete in all respects as requested by Roosevelt & Cross to permit Roosevelt & Cross to comply with paragraph (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board. The Underwriter agrees that it shall deliver an Official Statement to a nationally recognized municipal securities information repository (approved by the Securities and Exchange Commission as eligible for compliance under Rule 15c2-12) on or prior to the Closing. Unless the Underwriter otherwise notifies the Township in writing, the Underwriter agrees that the "end of the underwriting period" for purposes of the Rule 15c2-12 shall be the date of the Closing. The Underwriter further agrees that it will comply with Rule G-36 of the Municipal Securities Rulemaking Board.

b. The Township represents, warrants and covenants to Roosevelt & Cross that this Contract of Purchase constitutes an express contract of the Township duly executed in accordance with law, and the Township further represents, warrants and covenants to Roosevelt & Cross (and it shall be a condition of the obligation of Roosevelt & Cross to purchase and accept delivery of the Bonds that the Township so represents, warrants and covenants) that:

(1) the Township is duly organized and existing under the Constitution and laws of the State of New Jersey (the "State"), and the Bonds have been authorized and are being issued pursuant to Title 40A, Chapter 2 of the New Jersey Statutes (N.J.S.A. 40A:2-1 et seq.), four (4) refunding bond ordinances of the Township finally

adopted _____, 2009 (the "Bond Ordinance") and a resolution duly adopted by the Township on _____, 2009 (the "Resolution").

(2) on or before the Closing, as defined herein, the Township has or will have taken all action necessary to be taken by it or on its behalf prior to such date for: (a) the offering, issuance, sale and delivery of the Bonds upon the terms and conditions and for the purposes described herein and in the Preliminary Official Statement and the Official Statement, (b) the adoption or execution, as applicable, and the delivery and performance of the Bonds and any other resolution or instrument or agreement to which the Township is a party and which has been or will be adopted or executed, as applicable, in connection with the Bonds, and (c) the approval, delivery, distribution and execution of the Preliminary Official Statement and the Official Statement;

(3) when delivered and paid for by Roosevelt & Cross in accordance with the terms of this Contract of Purchase, the Bonds will have been duly authorized, executed, certified, issued and delivered and will constitute valid and binding general obligations of the Township. The Township will pledge its full faith and credit to pay principal and interest on the Bonds when due. Unless paid from other sources, the Bonds are payable from ad valorem taxes which may be levied on all taxable property within the Township without limitation as to rate or amount;

(4) as of the time of acceptance of this Contract of Purchase, the Township is not, and as of the date of the Closing, the Township will not be, in default as to payment when due of the principal of and interest on any bond, note or other obligation which it has issued or as to payment of any sum due on account of any guarantee by it of bonds, notes or other obligations for borrowed money in accordance with the terms of such guarantee or as to payment of any such contract;

(5) to the best knowledge of the Township, the Official Statement does not contain, and as of the Closing, will not contain, any untrue statement of a material fact or omit to state any material fact which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(6) there is (a) no action, suit, inquiry or investigation, at law or in equity, before or by any court, public school district or body, pending or, to the best knowledge of the Township, threatened against the Township, seeking to prohibit, restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of, or the authority or ability of the Township to perform its obligations under, the Bonds or any other agreement or instrument of the Township executed or delivered in connection with the consummation of the transactions contemplated by the Bonds, or contesting in any way the completeness or accuracy of the Official Statement, or contesting titles of officers of the Township involved in the issuance of the Bonds, or contesting any of the proceedings taken with

respect to the issuance of the Bonds, or contesting any authority for the issuance of the Bonds, or the execution of any other agreement or instrument of the Township executed or delivered in connection with the consummation of the transactions contemplated by the Bonds, nor, to the best knowledge of the Township, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or any other agreement or instrument of the Township executed or delivered in connection with the consummation of the transactions contemplated by the foregoing documents; and (b) no controversy or litigation of any nature pending or, to the best of the Township's knowledge, threatened by or against the Township contesting or affecting the power of the Township to levy, collect and enforce the collection or application of taxes to pay the principal of or interest on the Bonds which has not been disclosed in the Official Statement; and

(7) at the sole cost and expense of Roosevelt & Cross, the Township agrees to furnish such information, execute such instruments and take such other action in cooperation with Roosevelt & Cross as it may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as Roosevelt & Cross may designate and to provide for the continuance of such qualification; provided, however, that the Township will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state or take any action which would subject the Township to general service of process in any jurisdiction where the Township is not now so subject. It is understood that the Township is not responsible for, and has no liability with respect to, compliance with, or the consequences of, failure to comply with applicable Blue Sky or other securities laws.

c. Representations and Warranties of Roosevelt & Cross. By execution and delivery of this Contract of Purchase, the Underwriter represents and warrants that as of the date hereof:

(1) the Underwriter has full power and authority to execute the Contract of Purchase and to comply with the provisions hereof;

(2) assuming the due authorization of the Contract of Purchase by the Township, this Contract of Purchase will constitute a legal and binding obligation of the Underwriter enforceable in accordance with the terms hereof, except to the extent that enforcement thereof may be limited by Creditors' Rights Limitations;

(3) the Underwriter has and expects in the future to comply with the requirements of Rule 15c2-12 and the requirements and rules of the Municipal Securities Rulemaking Board to the extent applicable to the transactions contemplated herein; and

(4) the Underwriter has not entered into any undisclosed financial or business relationships, arrangements or practices required to be disclosed in the Official

Statement in connection with the initial primary offering of the Bonds, pursuant to federal Securities and Exchange Commission Release No. 33-7049; 34-33741; FR 42; File No. S74-94 (March 9, 1994) or required to be disclosed in the Official Statement pursuant to Municipal Securities Rulemaking Board rules.

3. If after the date of this Contract of Purchase and until 25 days following the end of the “underwriting period,” as such term is defined in Rule 15c2-12, any event shall occur or circumstance shall arise of which the Township has knowledge that might or would cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Township agrees to notify Roosevelt & Cross (and for these purposes provide Roosevelt & Cross with such information as it may from time to time reasonably request relating thereto) and, if in the reasonable opinion of the Township and Roosevelt & Cross such event or circumstances requires an amendment to the Official Statement, at the Township’s expense, the Township agrees to supplement or amend the Official Statement in a form or manner jointly approved by the Township and Roosevelt & Cross and furnish to Roosevelt & Cross a reasonable number of copies of such supplement or amendment. Unless otherwise advised by Roosevelt & Cross, the end of the underwriting period shall be the date of the Closing.

4. Roosevelt & Cross has entered into this Contract of Purchase in reliance upon the representations, warranties and covenants of the Township contained herein and the determination and approvals to be contained in and evidenced by the documents and instruments to be delivered at or prior to the Closing, and upon performance by the Township of its obligations hereunder and thereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the obligations of Roosevelt & Cross hereunder shall be subject to the performance by the Township of its obligations to be performed hereunder and under such documents and instruments to be delivered at or prior to the Closing pursuant to this Contract of Purchase and shall also be subject to the following conditions:

- a. The representations and warranties of the Township herein shall be true, complete and correct in all material respects on the date hereof and on the date of the Closing, as if made on the date of the Closing;
- b. The Township shall have taken all action required for the valid authorization, sale, issuance, and delivery of the Bonds, including, but not limited to, the adoption of the Bond Ordinance and the Resolution, and the execution and delivery of the other agreements or instruments of the Township executed or delivered in connection with the consummation of the transactions contemplated by the Bonds;
- c. At the time of the Closing, the Bond Ordinance and the Resolution and any other agreement or instrument of the Township executed or delivered in connection with the consummation of the transactions contemplated by the

Bonds, shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by Roosevelt & Cross;

d. Roosevelt & Cross shall have the right to terminate its obligations under this Contract of Purchase to purchase, accept delivery of and to pay for the Bonds, by notifying the Township of its election to do so if:

(1) between the date hereof and the Closing, the market price or marketability, at the initial offering prices of the Bonds, have been materially adversely affected, in the reasonable judgment of Roosevelt & Cross (evidenced by a written notice of Roosevelt & Cross to the Township terminating its obligation to accept delivery of and pay for the Bonds and stating the reason therefor which shall be a reason set forth in this paragraph 4(d)(1)), by reason of any of the following:

(a)(i) any legislation which is (w) enacted by or introduced in the Congress of the United States, (x) favorably reported for passage to either House of Congress of the United States by any Committee of such House to which such legislation has been referred for consideration, (y) recommended to the Congress of the United States for passage by the President of the United States or the Treasury Department, or (z) officially presented by any member of the Committee on Finance of the Senate of the United States or the Committee on Ways and Means of the House of Representatives of the United States for formal action by such Committee, or formally presented as an option for formal consideration by either such Committee, by the Staff of such Committee or by the Staff of the Joint Committee on Taxation of the Congress of the United States, or by the occurrence of any other Congressional action, but only, however, if the occurrence of any of the foregoing events is generally accepted by the municipal bond market as potentially affecting the Federal tax status of the Township, its property or income or the interest on the Township's bonds or notes (including the Bonds) or (ii) any decision which is rendered by a court established under Article III of the Constitution of the United States or the Tax Court of the United States or any final order, ruling, regulation or official statement issued or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing Federal income taxation upon such interest as would be received by the holders of the Bonds or upon such revenues or other income of the general character to be expected to be received by each holder of the Bonds, or (iii) a decision by a court of the State of New Jersey shall be rendered, or a final order,

ruling, regulation, release or official statement, by the New Jersey Division of Taxation shall be issued, or legislation shall have been enacted of New Jersey with respect to the Bonds, or bonds of the type and character of the Bonds, with respect to the State taxation upon interest received on the Bonds, or (iv) any proceeding by the Securities and Exchange Commission, any final order, ruling, regulation or by or on behalf of the Securities and Exchange Commission and other governmental agency to the effect that obligations of the general character of the Bonds are not exempt from registration or qualification under, or other requirements of, the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of the Bonds as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the Federal securities laws as amended and then in effect;

(b) the declaration of war or engagement in major hostilities by the United States or an escalation of any existing conflict or hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government of or the financial community in the United States, which materially adversely affects the validity or enforceability of the Bonds;

(c) the declaration of a general banking moratorium by Federal, New York or New Jersey authorities, or the general suspension of trading on the New York Stock Exchange;

(d) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the net capital requirements of underwriters; or

(e) the adoption of any amendment to the Federal or New Jersey Constitution, decision by any Federal or New Jersey court, or enactment by any Federal or New Jersey legislative body materially adversely affecting the validity or enforceability of the Bonds;

(2) an event occurs, or information becomes known, which, in the reasonable judgment of Roosevelt & Cross, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains an untrue statement of material fact or omits to state a

material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

- (3) the rating of the Bonds assigned by a national rating service shall have been downgraded or withdrawn which, in the reasonable judgment of Roosevelt & Cross, materially adversely affects the marketability of the Bonds or their sale at the contemplated offering prices.
- e. At the Closing, Roosevelt & Cross shall receive the following documents:
- (1) Specimens of the Bonds.
 - (2) A Certificate as to the Official Statement, as described in the Official Statement, executed by the Chief Financial Officer.
 - (3) A Signature and No Litigation Certificate, executed by the Mayor and Clerk of the Township, with the Township seal affixed thereto.
 - (4) The legal opinion of DeCotiis, FitzPatrick, Cole & Wisler, LLP, Teaneck, New Jersey, bond counsel to the Township, in substantially the form set forth in Appendix C to the Official Statement, together with a supplemental opinion, addressed to Roosevelt & Cross in substantially the form set forth in Exhibit B herein
 - (5) A Certificate as to the Township's Continuing Disclosure Obligation.
 - (6) [Letters from Moody's Investors Service, Inc. and Standard & Poors, a division of The McGraw-Hill Companies, Inc., to the effect that the Bonds have been assigned ratings of “___” and “___”, respectively, with the understanding that, upon delivery of the Bonds, a municipal bond insurance policy will be issued by _____ or another municipal bond insurer acceptable to Roosevelt & Cross.]
 - (7) Letters from Moody's Investors Service, Inc. and Standard & Poors, a division of The McGraw-Hill Companies, Inc., to the effect that the Bonds have been assigned an underlying municipal credit ratings of “Aa2” and “___”, respectively, based upon the credit of the Township.

- (8) A verification report issued by Samuel Klein and Company, Newark, New Jersey, independent certified public accountants, as to (i) the mathematical sufficiency of the investments held by the Escrow Agent to provide for the payment of the interest on the Refunded Bonds to the date fixed for redemption and the principal and redemption premium, if any, of the Refunded Bonds on the date fixed for redemption and (ii) the yield on the Bonds and the Escrow Securities supporting the opinion of bond counsel that the Bonds will not be “arbitrage bonds” under the Code.
- (9) An executed original of the Escrow Agreement.
- (10) A receipt for the purchase price of the Bonds.

If the Township shall be unable to satisfy the conditions to the obligations of Roosevelt & Cross contained in this Contract of Purchase and Roosevelt & Cross shall not have waived such conditions or if such obligations of Roosevelt & Cross shall be terminated for any reason permitted by this Contract of Purchase, this Contract of Purchase shall terminate and neither Roosevelt & Cross nor the Township shall be under further obligation hereunder except as provided in Section 7.d. hereof.

5. The Township’s obligations hereunder to sell, issue and deliver the Bonds will be subject to:
 - a. The performance by Roosevelt & Cross of its obligations to be performed hereunder at or prior to the Closing;
 - b. The payment for the Bonds by Roosevelt & Cross as provided herein;
 - c. The delivery by DeCotiis, FitzPatrick, Cole & Wisler, LLP, Bond Counsel to the Township, of its approving opinion;
 - d. The delivery of a verification report satisfactory to Bond Counsel from Samuel Klein and Company, Newark, New Jersey, independent certified public accountants, attesting to the fact that moneys and Escrow Securities on deposit pursuant to the Escrow Agreement will generate moneys sufficient to pay when due the principal, interest and the redemption premium, if any, on the Refunded Bonds in accordance with the Escrow Agreement and that the yield on the Escrow Securities held in the Escrow Deposit Fund does not exceed the yield on the Bonds;
 - e. The execution and delivery of the Escrow Agreement pertaining to the escrow of moneys and Escrow Securities sufficient to pay the Refunded Bonds and confirmation of receipt of such Escrow Securities; and

- f. The delivery by Roosevelt & Cross to the Township of a receipt for the Bonds.

6. By no later than 11:00 A.M., E.S.T., on _____, 2009 (the "Closing Date") (or on such other business day as may be mutually agreed upon by the parties hereto in writing), Roosevelt & Cross shall pay the purchase price of the Bonds by wire transfer payable in Federal funds to the order of the Township. Such payment shall be made at such place and to such account as will be designated by the Township. Concurrently with the payment of said purchase price, the Township will deliver to Roosevelt & Cross the Bonds in definitive form duly executed and authenticated together with other documents herein mentioned, said delivery to be made at The Depository Trust Company ("DTC") in New York, New York or such other securities depository designated by DTC. The Bonds will be delivered in the form of one or more registered bonds for each maturity registered in the name of Cede & Co., as nominee of DTC. The Bonds shall be made available at DTC in New York, New York or such other securities depository designated by DTC at least 24 hours before the Closing for safekeeping and inspection. This payment and delivery is herein called the "Closing".

The deposit of the Bonds with DTC under a book-entry system requires the assignment of CUSIP numbers prior to delivery. Roosevelt & Cross will apply for CUSIP numbers for the Bonds prior to delivery. Neither the failure to print such CUSIP number on any Bond, nor any error with respect thereto, shall constitute cause for a failure or refusal by Roosevelt & Cross thereof to accept delivery of and pay for the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the Township provided, however, that the Township assumes no responsibility for any CUSIP Service Bureau charge or other charge that may be imposed for the assignment of such numbers, which charges shall be the responsibility of and shall be paid for by Roosevelt & Cross.

7. a. Any notice or other communication to be given to the Township under this Contract of Purchase may be given by delivering the same in writing to Township of Parsippany-Troy Hills, 1001 Parsippany Boulevard, Parsippany, New Jersey 07054, Att: Chief Financial Officer; and any such notice to be given to Roosevelt & Cross may be given by delivering the same in writing to Roosevelt & Cross, Incorporated, 242 10th St, suite C105, Jersey City, New Jersey 07302, Att: Dennis R. Santo, Senior Vice President.

b. This Contract of Purchase shall be governed by and construed in accordance with the laws of the State of New Jersey.

c. This Contract of Purchase may be executed in separate counterparts, each of which shall be an original, but all of which, when taken together, shall constitute a single agreement between the Township and Roosevelt & Cross.

d. All expenses in connection with the preparation, issuance and delivery of the Bonds and the Official Statement, the fees payable to any rating agency, the Escrow Agent,

paying agent, and verification agent and the fees and expenses of DeCotiis, FitzPatrick, Cole & Wisler, LLP, bond counsel to the Township, shall be paid by the Township. The Underwriter shall pay the CUSIP number assignment fee and all expenses relating to the registration or qualification of the Bonds for investment in connection with the public offering and distribution of the Bonds. The foregoing undertakings shall survive the delivery of the Bonds and (insofar as applicable) shall be effective whether or not any transaction hereby contemplated is consummated.

e. This Contract of Purchase is made solely for the benefit of and is binding upon the Township and Roosevelt & Cross and their respective successors and assigns, and will not confer any rights upon any other person, partnership, association or corporation. The terms "successors" and "assigns" shall not include any purchaser of any of the Bonds from Roosevelt & Cross merely because of such purchase.

Very truly yours,
ROOSEVELT & CROSS, INCORPORATED

By: _____
DENNIS R. SANTO
Senior, Vice President

Accepted as of the date hereof.

Township of Parsippany-Troy Hills,
in the County of Morris, State of New Jersey

By: _____
RUBY A. MALCOLM, CMFO
Chief Financial Officer

EXHIBIT A

EXHIBIT B

[Letterhead of DeCotiis, FitzPatrick, Cole & Wisler, LLP]
*An opinion in substantially the following form
will be delivered at Closing, assuming no
material changes in facts or law.*

Mayor and Township Council of the
Township of Parsippany-Troy Hills, in the
County of Morris, New Jersey

Roosevelt & Cross, Incorporated
New York, New York

Re: Township of Parsippany-Troy Hills, in the County of Morris, New Jersey
\$_____ General Obligation Refunding Bonds, Series 2009

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Township of Parsippany-Troy Hills, in the County of Morris, New Jersey (the "Township") of its General Obligation Refunding Bonds, Series 2009, in the aggregate principal amount of \$_____ (the "Bonds"). In such capacity, we have issued our approving opinion in connection therewith (the "Approving Opinion").

In our capacity as Bond Counsel and as a basis for the Approving Opinion and the supplemental opinions set forth below, we have examined the proceedings relating to the authorization and issuance of the Bonds, including (a) copies of the Resolution and the Ordinances; (b) such matters of law, including, *inter alia*, the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.*, as amended, and the Internal Revenue Code of 1986, as amended; and (c) such other agreements, proceedings, certificates, records, approvals, resolutions and documents as to various matters with respect to the issuance of the Bonds as we have deemed necessary. We have further assumed and relied upon the genuineness, accuracy and completeness of all of the documents and other instruments which we have examined. As to questions of fact material to our opinion, we have relied upon the proceedings and other certifications of public officials executed and furnished to us without undertaking to verify the same by independent investigation.

All terms that are capitalized herein but not defined herein shall have the meanings ascribed thereto in the Bond Purchase Agreement for the Bonds, dated _____, 2009, by and between the Township and Roosevelt & Cross, Incorporated (the "Bond Purchase Agreement").

Based upon the foregoing, we supplement our Approving Opinion as follows:

(1) the Bonds are exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary to qualify the Refunding Bond Ordinance or the Resolution under the Trust Indenture Act of 1939, as amended;

(2) the Official Statement has been duly authorized and approved by the Township;

(3) the descriptions and summaries of provisions of the Bonds, the [Township Proceedings, the Township Documents] and all applicable laws with respect thereto applicable to the Township contained in the Preliminary Official Statement and the Official Statement on the cover page and under the headings [“DESCRIPTION OF THE BONDS”, “AUTHORIZATION OF THE BONDS”, “REFUNDING PLAN”, “SECURITY FOR THE BONDS”, “PROVISIONS FOR THE PROTECTION OF GENERAL OBLIGATION DEBT”, “CONTINUING DISCLOSURE” and “MUNICIPAL BANKRUPTCY”] are fair and accurate summaries of the provisions of the documents or matters of law intended to be summarized therein as of the respective dates of the Preliminary Official Statement and the Official Statement, and the description and summaries contained on the cover page and under the heading “TAX EXEMPTION” accurately reflect our opinion with respect to matters of New Jersey and Federal tax law applicable to the Bonds;

(4) based upon our participation in the preparation of the Preliminary Official Statement and the Official Statement and without having undertaken to determine independently the accuracy, completeness or adequacy of the statements contained in the Preliminary Official Statement or the Official Statement except as noted in opinion (3) hereof, as of the date hereof, nothing has come to our attention which would lead us to believe that the Official Statement (except for the (i) financial statements and other financial and statistical data included therein and in Appendices A and B, (ii) information relating to the book-entry only system, and (iii) [information concerning the Bond Insurer and the Bond Insurance Policy included under the captions “BOND INSURANCE” and in Appendix E,] as to which no view is expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; and

(5) except as to the possible application of state securities laws, as to which no opinion is expressed, no authorization, declaration, approval, consent or other order of any governmental authority or agency is required which has not been obtained for the valid authorization, execution, issuance and sale of the Bonds by the Township and the valid authorization, execution and delivery of the Township Documents by the Township.

For purposes of this opinion, the enforceability (but not the validity) of the documents mentioned herein may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws now or hereafter enacted by any state or by the federal government affecting the enforcement of creditors' rights generally, and by equitable principles.

DECOTIIS, FITZPATRICK COLE & WISLER, LLP

**TOWNSHIP OF PARSIPPANY-TROY HILLS
MORRIS COUNTY, NEW JERSEY**

**CALENDAR YEAR 2009
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND
TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

ORDINANCE NO.: 2009:18

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of Parsippany-Troy Hills in the County of Morris finds it advisable and necessary to increase its CY 2009 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township Council hereby determines that a 3.5 % increase in the budget for said year, amounting to \$ 463,334.06 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Parsippany-Troy Hills in the County of Morris, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2009 budget year, the final appropriations of the Township of Parsippany shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$ 1,621,669.21, and that the CY 2009 municipal budget for the Township of Parsippany be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

RE: Possible Litigation and Property Acquisition (McDonald Property)
DATE: April 14, 2009
TIME: 8:35

MOTION BY: Council President Cesaro
SECONDED BY: Mr. Fox

Roll Call:	Barberio	Yes
	dePierro	Yes
	Fox	Yes
	Grossi	Yes
	Cesaro	Yes

RESOLUTION

WHEREAS, the Open Public Meetings Act, P.L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Township Council is of the opinion that such circumstances presently exist; and

WHEREAS, the Township Council wishes to discuss:

Possible Litigation and Property Acquisition

AND, WHEREAS, minutes will be kept, and once the matter involving the confidentiality of the above no longer requires confidentiality, the minutes can be made public.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Parsippany-Troy Hills that the public be excluded from this meeting.

MOTION TO ADJOURN BY: Mr. Barberio
SECONDED BY: Mr. Fox

Roll Call:	Barberio	Yes
	dePierro	Yes
	Fox	Yes
	Grossi	Yes
	Cesaro	Yes

MEETING ADJOURNED: 8:53