

STRATFORD BOROUGH COUNCIL  
SPECIAL MEETING AGENDA  
FEBRUARY 3, 2020  
7:00 P.M.

**CALL TO ORDER:** THE STRATFORD SPECIAL COUNCIL MEETING FOR FEBRUARY 3, 2020

**PLEDGE OF ALLEGIANCE AND PRAYER:**

**STATEMENT OF ADVERTISEMENT:**

Notice of this meeting has been provided to the Courier Post and The Retrospect and is posted on the Borough Hall Bulletin Board stating the time and the place of the meeting.

**ROLL CALL:**

MAYOR JOSH KEENAN

COUNCIL PRESIDENT LINDA HALL

COUNCILMAN STEPHEN GANDY

COUNCILMAN PATRICK GILLIGAN

COUNCILMAN PATRICK GREEN

COUNCILWOMAN TINA LOMANNO

STUART PLATT, BOROUGH SOLICITOR

RON MORELLO, POLICE CHIEF

CHRIS CONROY, BOROUGH ADMINISTRATOR

MICHAELA BOSLER, ACTING BOROUGH CLERK

**PUBLIC PORTION FOR AGENDA ITEMS ONLY:**

Motion to go to open public portion on agenda items only:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote: \_\_\_\_\_

Motion to close public portion on agenda items:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote: \_\_\_\_\_

**OLD BUSINESS:** NONE

**NEW BUSINESS:** NONE

**RESOLUTIONS:**

RES. 2020:052 APPOINTMENT OF COUNCILMEMBER FOR UNEXPIRED TERM

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ RCV: \_\_\_\_\_

OATH OF OFFICE

To: Councilmember

RES. 2020:053 APPOINTING ACTING MUNICIPAL CLERK FOR A SECOND YEAR TERM – MICHAELA BOSLER

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ RCV: \_\_\_\_\_

RESOLUTIONS 2020:054 THROUGH 2020:057 WILL BE DONE AS A CONSENT AGENDA

Council can at this time request to remove any of the resolutions from the consent agenda and they can be voted on separately.

*This agenda is subject to change*

- RES. 2020:054      AUTHORIZE EXECUTION OF CONTRACT WITH NASSAU CAPITAL ADVISORS, LLC FOR REDEVELOPMENT FINANCIAL CONSULTANT
- RES. 2020:055      AUTHORIZING EXECUTION OF EMPLOYEE DENTAL CARE BENEFIT PROGRAM AGREEMENT WITH JOHN D. KERNAN, D.M.D., P.A.
- RES. 2020:056      AUTHORIZING EXECUTION OF LANDSCAPING SERVICES AGREEMENT WITH STERLING ARMS CONDO ASSOCIATION
- RES. 2020:057      RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, NJSA 10:4-12  
*The matter for executive session will pertain to matters relating to litigation, contract negotiations, or the Attorney-Client Privilege re: Stratford Square, and collective bargaining agreements re: Teamsters Local #676*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ RCV: \_\_\_\_\_

**COUNCIL COMMENTS:**

**GOOD AND WELFARE:**

Motion to open the meeting to the public for Good and Welfare:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote: \_\_\_\_\_

Please step up to the podium, state your name and address and sign the sign-in sheet.

Motion to close the public portion for Good and Welfare:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote: \_\_\_\_\_

**EXECUTIVE SESSION**

Motion to go into Executive Session:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote \_\_\_\_\_

Motion to leave Executive Session:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote \_\_\_\_\_

**ADJOURN:**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote: \_\_\_\_\_

**RESOLUTION 2020:052**  
**APPOINTMENT OF COUNCILMEMBER FOR UNEXPIRED TERM**

WHEREAS, Councilman Tom Collins resigned effective January 7, 2020; and

WHEREAS, the Democrat Municipal Chairperson has submitted the following three names to be used to appoint someone for the remainder of the term to expire December 31, 2020:

Terry J. Armbruster  
Robert A. Bove  
Michael G. Tolomeo

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to appoint

\_\_\_\_\_

as the person to fill the council vacancy with a term to expire December 31, 2020.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on February 3, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

2020:053

**APPOINTING ACTING MUNICIPAL CLERK FOR A SECOND YEAR TERM – MICHAELA BOSLER**

**WHEREAS**, the Borough of Stratford is in need of a Municipal Clerk; and

**WHEREAS**, the Borough of Stratford currently has an Acting Municipal Clerk with a term expiring on March 6, 2020; and

**WHEREAS**, pursuant to N.J.S.A. 40A:9-133c, an Acting Municipal Clerk may be appointed for two additional one-year terms with approval of the Director of the Division of Local Government Services; and

**WHEREAS**, the governing body of the Borough of Stratford seeks to appoint Michaela Bosler for an additional one-year term as the Acting Municipal Clerk, pending approval by the Director by the Director of the Division of Local Government Services; and

**WHEREAS**, Michaela Bosler is actively seeking Registered Municipal Clerk certification, has successfully completed all of the required courses, and anticipates testing for the certification at the next available State scheduled date; and

**WHEREAS**, upon the successful result of testing for the certification of Registered Municipal Clerk and the receipt by Michaela Bosler of her State-issued certificate reflecting her certification, the Mayor and Council of the Borough of Stratford may, at any point in time during the one-year appointment term as Acting Municipal Clerk, appoint Ms. Bosler to the position of Municipal Clerk for a 3 year term;

**NOW THEREFORE BE IT RESOLVED** by Mayor and Council of the Borough of Stratford to appoint Michaela Bosler to a second one-year term as the Acting Municipal Clerk effective March 7, 2020.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on February 3, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

**RESOLUTION 2020:054**

**AUTHORIZE EXECUTION OF CONTRACT WITH NASSAU CAPITAL ADVISORS, LLC FOR REDEVELOPMENT FINANCIAL CONSULTANT**

WHEREAS, the Borough of Stratford appointed Robert S. Powell, Jr. of Nassau Capital Advisors, LLC in response to a request for proposals for Redevelopment Financial Consultant; and

WHEREAS, the agreement has been received and reviewed at this time;

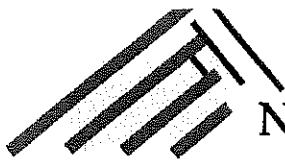
NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council of the Borough of Stratford to authorize the execution of the agreement with Robert S. Powell, Jr. of Nassau Capital Advisors for professional services of Redevelopment Financial Consultant.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on February 3, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK



# NASSAU CAPITAL ADVISORS, LLC

January 16, 2020

Stuart A. Platt, Esq.  
Platt & Riso, P.C.  
40 Berlin Avenue  
Stratford, NJ 08084

Send Via Email Only

Re: *Real Estate Financial Advisory Services – Regarding Financial Agreement with Stratford Square Urban Renewal Condominium Association, LLC (Brandywine Financial Services Corp) for Payment in Lieu of Taxes; Stratford Square Redevelopment Project, Block 62, Lot 2, Whitehorse Pike, Borough of Stratford, NJ*

Dear Stuart:

I am pleased to learn that (subject to approval of this letter agreement) our firm has been selected by the Borough of Stratford (“Borough”) to serve as the Borough’s real estate financial advisor in connection with the Borough’s oversight and financial analysis of the redevelopment project captioned above. At your request, I am pleased to provide you, in your capacity as counsel to the Borough, with this proposal, scope of work and compensation arrangement in connection with the matter captioned above.

Background:

I understand that the Borough has designated an urban renewal entity affiliated with Brandywine Financial Services Corp. (“Brandywine”) as the redeveloper of the Stratford Square redevelopment project captioned above. The redevelopment plan for the project envisions the rehabilitation and new construction of approximately 130,000 square feet of new commercial and retail space at the site. According to the Financial Agreement between Brandywine’s urban renewal entity and the Borough, dated September 12, 2017, Brandywine has proposed to make approximately \$12,900,000 in new capital expenditures in connection with the redevelopment, and will receive a long-term abatement of real estate taxes pursuant to the Long Term Tax Exemption Law of 1992.

In November, 2019, the County of Camden initiated official actions to acquire from Brandywine approximately 9.3 acres of the subject site, including 120,000 square feet in an existing building. In the event that acquisition is consummated, the transaction will have a material impact on the redevelopment plan which Brandywine is committed to undertake pursuant to the Financial Agreement.

The Borough seeks the assistance of a real estate financial advisor to evaluate the impact such a County acquisition would likely have on the Borough, as measured by diminished project revenues from real estate taxes and/or payments in lieu of taxes.

Scope of Work:

I am confident our firm can assist the Borough in providing a detailed financial analysis of the project, with and without the proposed County offices included, in order to assess this potential impact on the Borough.

As a first step, we will summarize the financial benefits of the redevelopment project as originally conceived by Brandywine and the Borough, per the redevelopment plan. This original plan contemplated a combination of

demolition, rehabilitation and new construction of retail and commercial space totaling approximately 130,000 square feet, representing new capital investment of approximately \$12,900,000. We will review carefully and confirm the revenues the Borough could reasonably anticipate receiving over the 30-year term of a PILOT agreement for this redevelopment plan.

In the second step of the analysis we will reconfigure the scope and elements of the redevelopment project revised to assume that approximately 120,000 square feet of office space will be refurbished and occupied by Camden County employees, and will be exempt from real estate taxes or PILOT payments of any kind.

We will then recalculate our best estimate of the reduced amount of commercial and retail space Brandywine will be able to redevelop on the remainder of the site. We will create a financial model of this smaller retail footprint to determine the need for a PILOT agreement for the developer in order for this smaller project to be feasible financially. We will also estimate the potential revenues to the Borough (with and without a PILOT) of this smaller project, over a 30-year period.

In connection with our work, we will likely prepare one or more written reports with findings and conclusions. We will be available for meetings with Borough officials as well as meetings with other interested parties if requested. For research and report preparation, I will be assisted by my associate, Mr. Gerry Doherty, who has worked closely with me on dozens of similar matters in New Jersey over the past several years.

Compensation:

Our compensation for these services will be based on our time devoted to the matter, based upon our current hourly rates. My hourly rate is \$325.00 per hour for research, meeting attendance and report preparation. Mr. Doherty's hourly rate is \$275.00 per hour for research, meeting attendance and report preparation.

Our fees will cover all routine office and reproduction expenses. We will invoice the Borough monthly for our services, and payment will be due within 30 days of an invoice.


Our compensation is not contingent upon achieving a particular outcome in this matter.

This agreement may be terminated by either party, without cause, upon providing two-week advanced written notice. In the event of termination, we will submit an invoice for work performed up to the date of termination, and upon payment of that invoice, neither party shall have any further obligation to the other.

We are available to begin work on this matter immediately. If this letter accurately summarizes our agreement, please indicate by signing in the space provided below and returning a copy for my files. We look forward to working with you and your colleagues on this matter.

With best regards,

Sincerely,

  
Robert S. Powell, Jr.  
Managing Director

Copy to: Ms. Chris Conroy  
Borough Administrator

Agreed:

*Borough of Stratford*

By: \_\_\_\_\_

Name:

Title:

Date:

**RESOLUTION 2020:055**  
**AUTHORIZING EXECUTION OF EMPLOYEE DENTAL CARE BENEFIT PROGRAM AGREEMENT**  
**WITH JOHN D. KERNAN, D.M.D., P.A.**

**WHEREAS**, the Borough of Stratford seeks to continue providing its employees with an optional dental care benefit program; and

**WHEREAS**, the Borough of Stratford previously entered into said agreement with John D. Kernan, D.M.D., P.A. and wishes to re-enter into said agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Stratford to authorize the execution of the agreement between John D. Kernan, D.M.D., P.A. and the Borough of Stratford for optional dental care benefit program for its employees.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on February 3, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK



THIS AGREEMENT is made this 1<sup>st</sup> day of March, 2020, by and between John D. Kernan, D.M.D., P.A. (Hereinafter referred to as JDK), and The Borough of Stratford (Hereinafter referred to as the "Group").

**WITNESSETH:**

WHEREAS, JDK is engaged in the provision of professional service (within certain dental care benefit programs on a contractual group basis) and has been requested and has had prepared and submitted and has approved and accepted a plan and proposal for such benefits to the Group; and

WHEREAS, the Group seeks to provide for its Plan Members the dental care benefits described in the said plan and proposal, under and subject to, and in compliance with, the provisions of this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, Agree as follows:

## **ARTICLE I THE PROGRAM**

1. **Adoption of the Program:** The Group hereby adopts the Program (described in Exhibit "A" which is hereto attached and made part of this Agreement) for and on behalf of all persons eligible under the provisions of the program, for the purpose of providing such persons (Eligible Group Members) with comprehensive dental care and treatment. The dental services, care, and treatment to be provided under the Program shall be as described in Exhibit "A" hereof.

2. **Fulfillment of the Program:** The Group hereby agrees to provide for all its eligible members, the availability of the dental services, care, and treatment described in the Program, but the Group's sole obligations to the Eligible Group members, or any other person or entity, whether or not a party to, or beneficiary of, this Agreement, shall be, and are hereby, limited to the specific obligations and undertakings set forth in this Agreement, for the term thereof and pursuant to the terms and conditions thereof, subject at all times to the right of the Group and JDK to modify or terminate this Agreement in accordance with the provisions of this Agreement, without the consent or approval of, or notice to, the Eligible Group Members or any other persons or entities, whether or not a party to, or beneficiary of, this Agreement.

## **ARTICLE II SERVICE OF JDK**

1. **Retainer of JDK:** The Group hereby retains JDK to implement for and on behalf of the Group the Program for dental services, care, and treatment herein described and to perform the following specified services, and JDK hereby agrees to implement said Program and to perform said services, under and subject to, and in compliance with, the provisions of this Agreement.

2. **Obligations of JDK:** In addition to the other duties of JDK as provided in or required under this Agreement:

(a) JDK shall provide dental care and treatment to Eligible Group Members for and on behalf of the Group as specified under the Program herein described. It is expressly understood and agreed that JDK employs several qualified licensed professionals and other individuals, and that JDK may provide said dental services, care, and treatment to Eligible Group Members by and through such employees as are qualified, under applicable law and accepted standards of dental practice, to render or assist in the rendering of dental services, care, and treatment as JDK has or will employ to fulfill and carry out the Program to the full intents and purposes thereof.

(b) JDK shall or cause its employees to be available to render the services required under said Program Monday through Friday of each week, and shall or cause its employees to be available by appointment for consultation and treatment for Eligible Group Members as is reasonably necessary to fulfill and carry out the Program to the full intents and purposes thereof.

(c) **JDK shall or cause its employees to furnish the Group with information relative to the services, care, and treatment provided for Eligible Group Members pursuant to this Agreement. This information may be provided by furnishing the Group with copies of work sheets which JDK shall furnish, without charge. In the event that the Group shall require additional information other than aforesaid, JDK shall upon request obtain, compile, and furnish such information to the extent that such information is available to JDK and may be furnished by and pursuant to the provisions of this Agreement (including paragraph 2 of Article V). However, the Group shall reimburse JDK for his costs and expenses reasonably incurred to furnish additional or other information which the Group requests. In addition to the foregoing (but in lieu of providing the Group with work sheets), JDK shall periodically (but not less frequently than yearly) provide the Group with a utilization report of form and content currently prepared by JDK, provided that the Group during the said period shall have had an average of not less than 1,000 eligible members. Records and reports (or copies thereof) required to be prepared or maintained pursuant to this Agreement shall be maintained and made available as herein required during the term of this Agreement and for a period of at least three (3) years or one (1) year following the termination of this Agreement, whichever period shall be the longest.**

(d) **COBRA Administration will be provided as required by law.**

### **ARTICLE III COMPENSATION**

1. **Retainer:** For the rendering of basic care and treatment as described under the Program and for the availability of JDK and his employees to render such basic care and treatment to Eligible Group Members, the Group hereby agrees to pay JDK each and every month during the term of this Agreement the sum specified as the program Cost in Exhibit "A" hereof, for the number of Eligible Group Members. Except as might otherwise be indicated in Exhibit "A", each payment required to be made hereunder shall be paid on or before the first day of each month during which the Program is in effect. The first month for which payment shall be made shall be specified as the "Effective Date" under the description of the Program in Exhibit "A" hereof. The payments to be made aforesaid, shall constitute full payment for the basic care and treatment to be provided under the Program. No charge is to be made for such basic care and treatment to any Eligible Group Member by either JDK or any of his employees providing such care and treatment, or services relative thereto. It is understood and agreed that the payments to be made by the Group, as aforesaid, shall constitute the Group's entire professional dental services costs of the Program (except for such costs and expenses which the Group, itself, may voluntarily incur relative thereto).

**2. Fees for Services:**

(a) Notwithstanding anything herein to the contrary, an Eligible Group Member may be required to pay for certain laboratory costs and charges and for certain specialized or other dental services not included under the basic care and treatment available under the Program. A schedule of such charges is included in the description of the Program (Exhibit "A"). If, however, the treatment required by an Eligible Group Member shall cost more than the aforesaid scheduled charge, the Eligible Group Member shall be informed thereof, prior to such treatment, officially in writing, and such Eligible Group Member shall be afforded the opportunity of determining whether or not he or she wishes to have such treatment administered for the charges to be made therefore. Any laboratory or professional charge not limited by Exhibit "A" shall not exceed customary and prevailing charges. Notwithstanding any of the foregoing, it is expressly understood and agreed that the Group shall not be responsible or liable for the payment or collection of any charges owed by an Eligible Group member (except for Program contributions).

(b) Notwithstanding anything herein contained to the contrary, it is understood and agreed that the care and treatment to be made available to Eligible Group members within the schedule of basic care and treatment or the schedule of fee for services shall be made available under what shall be professionally determined to be normal circumstances and conditions, and consist of routine treatment. If a Dentist shall conclude that a patient because of physical and/or mental (including emotional) problems or other conditions, requires special treatment or attention, or treatment by a specialist (other than for specialty care and treatment provided under the Program), or treatment in a hospital or facility other than that to be made available under the

provisions of the Program, the patient shall be so informed and he shall be required to pay additional charges for the services to be performed and the costs to be incurred (without any allowance or deduction for any portion of the care and treatment that would normally or otherwise be included under basic care and treatment), provided, however, that even though such additional patient charges are anticipated to be higher than the schedule of normal fees for services, such charges will be fair and reasonable, and consistent with charges customarily made in the profession for similar services and costs.

3. **Default in Payment:**

(a) In the event that the Group shall fail to make any monthly Program Cost payment within 15 days after such payment is required to be made under Article III, Section 1 (including Exhibit "A" relative thereto), JDK in addition to any and all rights, remedies, and relief otherwise available at law and/or equity, shall have the right and option (without any liability) to discontinue and terminate the services, care and treatment to be provided pursuant to this Agreement and/or to make any further services, care, and treatment available to Eligible Group Members on a fee for service basis at the Eligible Group Members own expense.

(b) In the event that an Eligible Group Member shall fail to make any payment required to be made by him (and permitted under this Agreement), within 30 days after such payment becomes due and payable, such Eligible Group Member may be excluded (without any liability on the part of JDK and/or his employees to such Eligible Group member and/or the Group) from receiving any further services, care, or treatment (whether or not such services, care, or treatment would have otherwise been

provided hereunder as basic care and treatment or as fee for service care and treatment), until such Eligible Group Member shall have made the payments required of him.



## **ARTICLE IV PROFESSIONAL SERVICES**

1. **Independent Nature:** It is understood and agreed that any individuals employed or otherwise engaged by JDK to perform professional services under Article II, Section 2 (a) and (b), shall perform such services under and subject to, and in accordance with, agreements which are consistent with the requirements of this Agreement. Each such individual performing professional services shall be duly licensed and qualified to perform the services and provide the care and treatment available to Eligible Group members under and in accordance with the Program.

2. **Dentist-Patient Relationship:** Notwithstanding anything in this Agreement to the contrary, although JDK is providing professional services for the Group and Eligible Group members, JDK shall at all times maintain the ethical standards and duties required of him in the care and treatment of a patient. Nothing in this Agreement is intended (nor shall anything herein be deemed) to affect in any manner whatsoever the dentist-patient relationship between JDK and/or his dentist-employees and an Eligible Group Member, and such relationship shall at all times be maintained and upheld.

## **ARTICLE V RECORDS AND INSPECTION**

1. **Patient Records:** Records shall be maintained for each Eligible Group Member to the extent and degree professionally required, and upon such records shall be indicated the date of each visit by such Eligible Group member, the diagnosis, the treatment, the name of the dentist performing such treatment, and any other vital and pertinent data deemed by the treating dentist to be necessary for the proper treatment and care of such patient. Any charges made to an Eligible Group Member shall be recorded on such Eligible Group Member's records. Records pertaining to a particular Eligible Group Member shall be made available, when reasonably requested, for inspection by that Eligible Group Member and those authorized by such Eligible Group Member to inspect such records.

2. **Patient's Authorization:** Notwithstanding anything herein to the contrary, no information pertaining to a patient shall be released or made available to anyone until (and unless) the patient shall have authorized in writing (of form and content acceptable to the dentists treating such patient) the release or disclosure of such information. It shall be the duty of the Group (if it seeks information) to obtain the patient's authorization therefor.

3. **Inspection:** The Group, at all reasonable times, during the term of this Agreement shall have the right to inspect the facilities and accommodations provided for the fulfillment of the Program, reasonable access to such facilities and accommodations shall be made available therefor, provided, however, that no such inspection shall,

directly or indirectly, unreasonably interfere with or adversely affect the operations of or functions to be performed in, such facilities or accommodations; and that any such inspection shall be confined to the extent and nature which would be permitted under applicable standards of professional ethics and regulations pertaining to the practice of dentistry.

4. **Complaints:** All patient complaints will be dealt with by JDK expeditiously. Complaints will be handled by the office staff if possible as not to compromise the Doctor-Patient relationship. However, if the staff can not settle the problem, the complaint will be forwarded to our Complaint Coordinator who will endeavor to satisfy the patient complaint. A written response will be made to all written complaints or complaints brought by Group Administrators within 15 days of receipt of such complaint and all written complaints and responses will be kept on file permanently. A Complaint Box will be maintained at the front desk of the dental office. See Exhibits "D", "E", & "F".

## **ARTICLE VI INDEMNIFICATION: INSURANCES**

1. **Indemnification:** JDK hereby agrees to defend indemnify, and save harmless the Group from and against any and all liabilities, losses, damages, expenses, claims and costs to which the Group might hereafter be subjected as a result of any act or omission on the part of JDK, its agents, or its employees, in violation of this Agreement. JDK shall have no liability under the foregoing provisions unless the Group shall have given JDK notice of any threatened or pending claim, litigation or other proceedings whereby the Group might be subjected to liabilities, losses, damages, expenses, claims, or costs, promptly upon the Group's receipt of notice thereof or information relative thereto; and unless JDK shall at all times receive the full cooperation of the Group relative to JDK's efforts and attempts to resolve, settle or defend any such matter, to the extent reasonably requested by JDK; and the Group shall allow JDK full and reasonable opportunity (by its attorney) to represent the Group and defend any claim, litigation or proceeding. Over and above the defense and indemnification to be provided by JDK to the Group as described herein, the Group reserves the right to utilize the services of its own legal counsel, at its own expense, with respect to issues arising under this paragraph.

2. **Insurances:** JDK shall not employ or otherwise engage a dentist to provide services, care and treatment under the Program unless during the period of such employment such dentist and the employees thereof are covered by professional liability (malpractice) insurance for a total amount of not less than \$1,000,000.00 (including excess liability coverage). Whenever reasonably requested by the Group

during the term of this Agreement, JDK shall cause to be delivered to the Group evidence that the insurances required under this Agreement are in force and effect. JDK agrees and guarantees to carry liability (including errors and omissions) insurance policies for a minimum total of \$1,000,000.00 (including excess liability coverage) to the extent legally and otherwise available to the maximum amount but not exceeding \$1,000,000.00.

**ARTICLE VII – TERM**

**1. This Agreement shall commence and become operative on the Effective Date indicated in Exhibit “A” hereof, and shall continue in full force and effect for the period therein indicated.**

**ARTICLE VIII CERTAIN RIGHTS**

**Rights of Eligible Group members:** Nothing in this Agreement shall be construed as a condition, precedent, or a bar to any Eligible Group Member from making any claim or asserting any right which he may have under the laws of any State having jurisdiction over said claim or right.

## ARTICLE IX MISCELLANEOUS

1. **Definitions:** As herein used, unless otherwise indicated by the context thereof:

(a) **"AGREEMENT"** shall mean this Agreement and any Exhibits, Rider, Addenda, thereto; and any and all agreements, modifications and addenda which may hereafter be executed by the parties in compliance with the provisions of this Agreement.

(b) **"ELIGIBLE GROUP MEMBER"** shall mean each person who meets the specifications and requirements described in Exhibit "A" hereof to be entitled to receive the care, treatment, and services to be provided under the Program for himself, his spouse and dependents. The Group shall provide JDK with a full and complete list of Eligible Group Members (names and addresses) within 30 days after the execution of this Agreement or at least 30 days prior to the effective date of the Program, (whichever date is first). Thereafter the Group shall give JDK notice of each addition or deletion to the list of Eligible Group members within 10 days after any person becomes eligible or ceases to be eligible. Any person who is an Eligible Group Member on the first day of any calendar month shall remain an Eligible Group Member for that month and may only be removed as a Eligible Group Member as of the beginning of the following month if notice of removal is furnished to JDK at least 15 days prior to the first day of such following month. Notwithstanding any failure on the part of the Group to provide JDK with the list of Eligible Group Members and additions and deletions, as aforesaid (which failure shall constitute a breach hereof on the part of the Group), such failure on the part of the Group shall not disqualify a



person who is or would be, under the provisions hereof, an Eligible Group Member, but JDK shall have no liability to the Group or any Eligible Group Member if such Eligible Group member is denied dental care and treatment provided by this Agreement because of the Group's failure to comply herewith as aforesaid. The Group's obligation to make payments required by this Agreement on the basis of Eligible Group Members shall be based on the actual number of Eligible Group Members (as defined herein) and not on any lesser number of Eligible Group Members that may from time to time be reported because of the Group's failure to comply with the foregoing provisions. Wherever the term Eligible Group Member is used in this Agreement to describe the persons for whom dental care and treatment is available hereunder, said term includes the spouse and dependents of Eligible Group Members.

(c) "Dentist/professional" shall mean any licensed professional or other individual employed or otherwise engaged to perform services for the Group pursuant to Article II, Section 2(a) and (b) of this Agreement.

(D) "PROGRAM" refers to the program for dental services, care, and treatment to be provided pursuant to, and in compliance with this Agreement, (including but not limited to Exhibit "A" which is part of this Agreement).

(e) Reference to the singular shall include the plural; and reference to the masculine shall include the feminine and neuter.

(f) Reference to "hereof" or "herein" shall mean of or in this Agreement (in its entirety) and not to any particular section in which the phrase appears.

2. **Notices:** Any notice, consent or other communication required by, or to be given pursuant to, this Agreement shall be in writing and delivered to the intended recipient thereof. A writing shall be deemed delivered if mailed to the intended recipient by certified mail, return receipt requested, postage prepaid to the following address subject to change of such address by prior notice);

**If to the Group:** At the address specified in Exhibit "A".

**If to JDK:** John D. Kernan, DMD, PA  
Westmont Plaza  
Cuthbert Road & MacArthur Blvd.  
Westmont, New Jersey 08108

3. **Headings:** The Table of Contents and headings for the Articles and sections of this Agreement are inserted solely for convenience of reference, and form no substantive part of this Agreement, nor shall they be used in any interpretation or construction of any substantive provision of this Agreement.

4. **Assignment:** This Agreement shall bind, and inure to the benefit of the parties hereto, their respective successors and assigns. This Agreement and any rights or obligations relating thereto may not be assigned by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

5. **Riders:** Any rider or addendum signed by the parties hereto as part of this Agreement shall constitute a part of this Agreement as if such additional provision were herein set forth. However, any provision in such rider or addendum that is contrary to or inconsistent with any foregoing provision shall prevail over and supersede such foregoing contrary or inconsistent provision.

6. **Entire Agreement:** This document contains the entire agreement, understanding, and all representations and warranties between the parties hereto. This Agreement may not be modified in any respect except by written instrument duly executed by the parties hereto, and any attempted or purported modification or amendment by any other means or method shall be null and void.

7. **Counterparts:** This Agreement may be executed in counterparts, and all such executed counterparts shall constitute one, original Agreement.

8. **Applicable Law:** This Agreement is made and shall be performed in the State of New Jersey, under and subject to the laws of New Jersey, which laws shall govern, and be applicable for the interpretation, construction and enforcement of this Agreement. In the event that any provision contained in this Agreement shall be determined to be contrary to any applicable laws of the State of New Jersey, then and in such event such specific provision of this Agreement shall be null and void as if not having been included as a provision of this Agreement, but no other provisions contained in this Agreement shall be thereby affected or invalidated.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers the date and year first set forth.**

_____	_____
_____	_____
_____	_____
_____	_____

**EXHIBIT "A"**

**DENTAL CARE BENEFITS AGREEMENT**

**With**

**NAME OF GROUP: Borough of Stratford**

**ADDRESS OF GROUP: 307 Union Avenue  
Stratford, New Jersey 08084**

**(a)**

**PLAN COSTS AND PREPAYMENT**

**THE PLAN COSTS AND PREPAYMENTS (UNDER ARTICLE III, SECTION I OF THE PROVIDER AGREEMENT) PER MONTH, FOR THE CLOSED PLAN WILL BE:**

**\$28.00**

**PER ELIGIBLE MEMBER FOR THE COMPOSITE PLAN  
COVERING THE EMPLOYEE/MEMBER, HIS OR HER  
SPOUSE, AND EACH OTHER DEPENDENT, ELIGIBLE FOR  
DENTAL BENEFITS UNDER THE GROUP DENTAL PROGRAM.**

**DENTAL PLAN**

**PLAN A**

**PURPOSE:** To provide benefits for a broad range of dental care treatment.

**ENROLLMENT:** See Page M of Exhibit "A".

**PLAN**

**COVERAGE:** Benefits are provided for specific types of dental care and treatment. Services are only available from participating, licensed, general dentists.

**COVERED SERVICES:**

<b>DIAGNOSTIC:</b>		<b><u>PLAN FEE</u></b>	<b><u>UCR*</u></b>
Examinations:			
	Initial oral examination	No Charge	\$75.00
	Periodic oral examination	No Charge	\$50.00
Radiography: (X-rays)			
	Complete intra-oral periapical series	No Charge	\$110.00
	Panorex	No Charge	\$100.00
	Periapical-individual films	No Charge	\$ 25.00
	Bitewing-series	No Charge	\$ 45.00
	Bitewing-single film	No Charge	\$ 25.00
Miscellaneous:			
	Study models	No Charge	\$ 60.00
	Treatment planning	No Charge	\$ 25.00
	Consultation	No Charge	\$ 50.00

\*UCR – Usual, Customary, Reasonable Fee

**PREVENTATIVE:**

\*Dental Prophylaxis (Cleaning, scaling & polishing of exposed surfaces of teeth):

	<b><u>PLAN FEE</u></b>	<b><u>UCR</u></b>
Dental Prophylaxis, adult	No Charge	\$ 90.00
Dental Prophylaxis, children	No Charge	\$ 70.00

	<u>PLAN FEE</u>	<u>UCR</u>
Fluoride Treatments:		
Fluoride treatment, topical application of fluoride, one treatment	No Charge	\$ 25.00
Miscellaneous:		
Dental health education	No Charge	
Visual Aids	No Charge	\$ 30.00
Oral Hygiene Instructions	No Charge	
<b>RESTORATIVE:</b>		
Amalgam Restorations (including polishing)		
Primary or Permanent Teeth:		
One surface	No Charge	\$120.00
Two surfaces	No Charge	\$140.00
Three surfaces	No Charge	\$160.00
Four Surfaces or more	No Charge	\$190.00
Pin Reinforced Amalgam (Add per Pin)	\$ 20.00	\$ 40.00

\*LIMIT (2) Two Per Plan Year



	<u>PLAN FEE</u>	<u>UCR</u>
<b>**Acrylic Plastic or Composite Restoration</b>		
<b>Anterior (Non Composite):</b>		
Restoration, composite one surface	No Charge	\$150.00
Restoration, composite two surfaces	No Charge	\$170.00
Restoration, composite three surfaces or more	No Charge	\$190.00
Restoration, composite (involving incisal angle)	No Charge	\$225.00
Restoration, composite (per pin) add	\$25.00	\$ 40.00
<b>Crown-Single Restorations Only:</b>		
Crown, plastic with metal	\$275.00	\$875.00
Crown, Porcelain with metal	\$275.00	\$875.00
Crown, full cast	\$275.00	\$875.00
Crown, Stainless steel	\$ 75.00	\$250.00
Post for crown, cast-additional per crown	\$ 80.00	\$280.00
Post for crown, clinical-additional	\$ 60.00	\$250.00
<b>Miscellaneous Restorative Series:</b>		
Recement inlay	No Charge	\$ 80.00
Recement crown	No Charge	\$100.00
Filling (sedative)	No Charge	\$100.00
<b>ENDODONTICS:</b>		
<b>Pulp Capping:</b>		
Pulp cap-direct (excluding final restoration)	No Charge	\$ 40.00
<b>Pulpotomy:</b>		
Vital pulpotomy (excluding final restoration)	\$ 40.00	\$150.00

**\*\*Posterior composite fillings, as well as Cosmetic Bondings will be charged at UCR fee less 20%.**

	<u>PLAN FEE</u>	<u>UCR*</u>
<b>Root Canal Therapy</b>		
<b>(includes clinical procedures &amp; follow-up care):</b>		
Root canal, anterior (excluding final restoration)	\$ 135.00	\$700.00
Root canal, bicuspid (excluding final restoration)	\$ 185.00	\$775.00
Root canal, molar (excluding final restoration)	\$235.00	\$875.00
<b>PROSTHODONTICS REMOVABLE:</b>		
<b>Complete dentures:</b>		
Complete upper denture (including adjustments)	\$275.00	\$1200.00
Complete lower denture (including adjustments)	\$275.00	\$1200.00
Immediate complete upper denture (including adjustments)	\$325.00	\$1400.00
Immediate complete lower denture (including adjustments)	\$325.00	\$1400.00
<b>Partial Dentures:</b>		
Partial upper or lower, with two clasps with rests, acrylic, including adjustments	\$200.00	\$650.00
Partial lower, with lingual bar and two clasps, acrylic base, including adjustments	\$300.00	\$1300.00
Partial lower, with lingual bar and two clasps, cast base, including adjustments	\$300.00	\$1300.00
Partial upper, with palatal bar and two clasps, acrylic base, including adjustments	\$300.00	\$1300.00

	<u>PLAN FEE</u>	<u>UCR</u>
Partial upper, with palatal bar and two clasps, cast base, including adjustments	\$300.00	\$1300.00
<b>Adjustments to dentures:</b>		
Adjustment to denture, complete denture	No Charge	\$ 50.00
Adjustment to denture, partial denture	No Charge	\$ 50.00
<b>Repairs to dentures:</b>		
Repair broken, complete or partial denture, no teeth damaged	\$ 30.00	\$130.00
Repair broken, complete or partial denture and replace one broken tooth	\$ 30.00	\$130.00
Replace broken tooth on denture, no other repairs	\$ 30.00	\$130.00
Reattaching damaged clasp on denture	\$ 50.00	\$200.00
Replacing broken clasp with new Clasp on denture	\$ 50.00	\$200.00
<b>Denture Duplication &amp; Relining:</b>		
Relining, upper or lower, complete denture (office reline)	\$ 50.00	\$275.00
Relining, upper or lower, partial denture (office reline)	\$ 50.00	\$275.00
Relining, upper or lower complete denture (laboratory)	\$ 80.00	\$350.00
Relining, upper or lower, partial denture (laboratory)	\$ 80.00	\$350.00
Rebase, upper or lower	\$ 90.00	\$375.00

(g)

**PROSTHODONTICS FIXED:**

For fixed bridges-each abutment and each pontic constitutes a unit in a bridge.

	<u>PLAN FEE</u>	<u>UCR</u>
Bridge Pontics:		
Bridge pontic, cast metal	\$275.00	\$875.00
Bridge pontic, porcelain fused to metal	\$275.00	\$875.00
Bridge, plastic processed to metal	\$275.00	\$875.00
Crowns:		
Crown, plastic processed to metal	\$275.00	\$875.00
Crown, porcelain fused to metal	\$275.00	\$875.00
Crown, full cast	\$275.00	\$875.00
Post for crown, cast	\$ 80.00	\$280.00
Post for crown, clinical	\$ 60.00	\$250.00

Note: Posthetic devices requiring gold or other precious metals, or your request for their use, will vary in cost based upon their current price.

**OTHER SERVICES:**

Recement bridge	No Charge	\$125.00
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**EXTRACTIONS:**

Non-surgical extractions-includelocal anesthesia and routine post-operative care.

Simple extraction, single tooth, permanent	\$ 40.00	\$240.00
Simple extraction, single tooth, deciduous	\$ 40.00	\$240.00

Note: There is no charge for non-surgical extractions resulting from the dentist's recommendation-provided you consent.

**MISCELLANEOUS:**

Emergency  
Dental visits:

Relief of pain	No Charge	\$ 75.00
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**SURGICAL:**

Surgical extractions	\$125.00	\$ 450.00
Impaction-soft tissue	\$180.00	\$ 550.00
Impaction-partial bony	\$225.00	\$ 650.00
Impaction-complete bony	\$255.00	\$ 660.00
Apicoectomy	\$500.00	\$1300.00
Alveolectomy (Upper and Lower)	\$100.00 per quad	\$ 425.00 per quad
Alveolectomy (Upper and Lower) area occ by not less than 6 teeth	\$ 75.00 per quad	\$ 350.00 per quad
Biopsy	\$250.00	\$ 850.00
Frenectomy	\$300.00	\$1000.00
Analgesia	\$ 75.00	\$ 125.00
Excision of Benign Lesion	\$ 60.00	\$ 300.00

**ORTHODONTIC SERVICES:**

Orthodontic Therapy (braces) – for dependent children up to age 19

Full banded (includes treatment planning and retention) – Basic Program

Member pays 50% of prevailing fee with a maximum benefit of \$1000.00 per member or eligible dependent.

**ADDITIONS:**

Upgrades, including ceramic braces, are at the member's expense.

**EXCLUSIONS:**

Services with respect to congenital or developmental malformations or cosmetic surgery or dentistry for purely cosmetic reasons.

All orthodontic services are provided by specialists recognized by the Board of Orthodontics.

**EXCLUSIONS FOR COMPLETE DENTAL PLAN:**

Charges for services and supplies which are covered under:

- Automobile no-fault laws (where applicable)
- Worker's Compensation or similar laws
- Group Health, Accident, or Disability coverage
- Expenses incurred prior to an individual's eligibility under the plan

### **Section 3. Definitions**

1. **"Employee"** means any employee of the employer/group who is eligible for coverage as provided in Article IX and who shall have been designated as an employee/member to the provider by the employer/group.

2. **"Dependents"** if eligible under the particular employer/group program, are the eligible employee/member's lawful spouse and unmarried dependent children including; stepchildren, foster and legally adopted children, from birth until nineteen (19) years of age or to date of attaining twenty-three (23) years of age if attending an accredited school, university or college on a full-time basis, and other designations as herein provided.

Those dependents under military service are not eligible.

An unmarried dependent over the limiting age may continue to be eligible as a dependent if dependent is incapable of self-support because of physical or mental incapacity prior to reaching the limiting age and they were a covered dependent at the time they attained the limiting age.

3. **"Covered Person"** means the employee/member, his or her spouse, and each other Dependent, eligible for dental benefits under the particular employer/group program.

**A spouse, if eligible, shall cease to be a covered person upon termination of the marriage to the employee/member. A child, if eligible, shall cease to be a covered person at the end of the contract month during which such covered person ceases to meet the definition of an eligible dependent.**

**4. "Contract Term" means a period of 12 months commencing on the effective date of this agreement and ending on 02/28/21 and each succeeding 12 month period thereafter.**

**5. "Dentist" means a person fully licensed to practice dentistry at the time and place service for eligible employee-members is provided under the terms of the contract.**

**6. "Participating Dentist" means a dentist who is licensed to practice dentistry in the State of New Jersey pursuant to the statutes of the State of New Jersey and who has agreed in writing with the group and plan administrator to perform services to employee/members eligible under the contract and to accept schedule of payments from both the group and employee/members on the basis provided in the contract.**

**7. "Surcharge List" means the amount employee/member is obligated to pay in whole or in part of fees for services rendered to each eligible employee/member patient during the term hereof and otherwise covered by this contract, such fees shall be computed on the basis of the table or schedule of allowances, which is included, or the dentist's usual, customary and reasonable fees, whichever is applicable.**

**8. "Participating Plan" means any voluntary dental service plan.**



**9. "Eligibility" all present and permanent employees of the group are and become eligible for this dental program on the first day of the month coincident with the signing of the contract. New employees hired after the effective date of this contract, under the group, become eligible on the first day of the month coinciding with the employee's eligibility month for medical benefits.**

**(m)**

## **Section 4. Enrollment Procedures**

### **Enrollment Procedures:**

**Initial enrollment – each employee/member completes the enrollment card, (See Exhibit “C”) making sure all information is completed by supplying names and birthdates of all dependents. It is essential to have the employee’s complete Social Security number and their signature.**

**Enrollment cards not completed in full will be returned to the member who will mean a delay in eligibility status.**

**Subsequent enrollment – employees qualifying after the plan has been in effect shall also complete the enrollment card. The requirements are the same as those for an initial enrollment.**

### **Monthly Requirements of the Employer/Group:**

**All payments due and payable for eligible employee/members shall be paid at intervals no less frequently than monthly. At the beginning of the coverage period, to which the charges are applicable, the group/applicant agrees to submit monthly eligibility lists identifying each employee/member by his Social Security number.**

## **Section 5. Dental Services Available, Limitations and Exclusions**

### **Dental Services Available:**

The following is the schedule of benefits covered by the within contract when rendered by a licensed dentist.

#### **A. Diagnostic:**

Examination and recall services. These include examinations and necessary dental x-rays for such examinations.

#### **B. Preventative:**

Oral Prophylaxis. Topical applications of fluoride. Comprehensive disease program. Dental health education, visual aids.

#### **C. Restorative:**

All carious teeth should be restored to a state of functional acceptability. Crowns and inlays, whether they be of gold, porcelain, plastic or combinations thereof, may be covered benefits when teeth cannot be restored with other filling material.

#### **D. Oral Surgery:**

Removal of teeth, as well as minor surgical preparation of the mouth for insertion of dentures, and surgical and adjunctive treatment for minor pathological conditions.

**E. Periodontics:**

**Necessary non-surgical procedures for treatment of the tissues supporting the teeth.**

**F. Endodontics:**

**Necessary procedures for pulpal and root canal therapy. Endodontic treatment as a preventative procedure for unnecessary loss of teeth which would ultimately result in replacement by prosthetic devices.**

**G. Prosthodontics:**

- 1. Prosthesis is to be provided where masticatory function is impaired and/or large numbers of teeth are missing. Full and partial dentures should be constructed when deemed necessary by the attending dentist. The adjustment or repair of existing prosthetic appliances is included. Deposit is required when initial service is rendered and balance is due upon completion of the case. No case can be delivered unless the balance is paid in full.**
- 2. Fixed bridgework will only be a covered benefit when deemed necessary by the attending dentist. Fixed bridgework over six (6) units will be deemed reconstructive and will not be covered by this plan.**

**H. Other Services:**

**Emergency care is available at all times. This shall be for the relief of pain, or dental treatment necessary as a result of an accidental injury which shall have**

occurred during a contract period in which the person is eligible for dental care. emergency services must be provided within 24 hours of said request for such services as listed above. Also, routine dental appointments must be granted to any patient within 10 working days from the date of said request.

**LIMITATIONS:**

- A. Prophylaxis will be provided only once in every six (6) month period.
- B. Special requests by the patient or upon recommendation of the dentist for customized techniques, as opposed to standard procedures, will be provided at additional fees. The program will allow the appropriate amount for the standard appliance toward such treatment and the eligible person must bear the difference in the cost.
- C. Subsequent service may be refused to patients carrying a pervious balance for services rendered.
- D. Broken appointments. One broken appointment per employee/member and/or their dependents shall be allowed per quarter to a maximum of three per calendar year, after which a \$25.00 service charge will be charged to the employee/member and/or dependents for each subsequent broken appointment. In the event that any payment due pursuant to this provision is not paid at the time of the next appointment when due, the provider at his option and sole discretion:
  - (a) May terminate all further benefits and services and be released from all further obligations to the employee/member and/or dependents; but

(a) The contract shall continue in full force and effect for the remainder of the contract term of the group, and the employer/group shall remain liable for the full amount of payments as provided herein.

E. Providers have the right to refuse provision of services to those patients who, in their judgement, are unmanageable children or emotionally disturbed adults.

F. **DUAL COVERAGE/COORDINATION OF BENEFITS:**

Dual coverage comes into play when a patient is covered by more than one dental Program. When this occurs, the identity of the primary carrier must be determined. This is done by following guidelines established by the New Jersey Department of Insurance. These are designed to permit an orderly "coordination of Benefits" (COB) to ensure that the combined payments by all programs don't Exceed 100 percent of your approved fee.

**PRIMARY CARRIER:**

The primary carrier is normally the program covering the patient when:

1. The patient is the employee with dental coverage through his or her employer, or
2. The patient is a dependent child of the employee, or
3. The patient is a dependent child of the employee who has custody of the child in a divorce or legal separation.

**PRIMARY COVERAGE/BIRTHDAY RULE:**

If the patient is a dependent child of the employee and both parents have dental coverage, the patient whose birthday falls earlier in the calendar year has the

**primary coverage. For example, if a dependent's child's mother was born on May 1 and the father on May 5, the mother's plan is the primary carrier and pays first.**

**PRIMARY COVERAGE/CUSTODY CASES:**

**In cases where a dependent child of separated or divorced parents has dual coverage, the following rule apply:**

- 1. If one parent has been awarded custody, then the child is covered by that parent's coverage first and the non-custodial parent's coverage second.**
- 2. If the parent with custody remarries, the custodial parent's coverage pays first, the step-parent's coverage second, and the non-custodial parent's third.**
- 3. If the custodial parent doesn't have coverage, but the child's step-parent does, then the step-parent's coverage pays first and the non-custodial parent's coverage second.**

**EXCLUSIONS:**

- A. Payment for dental services started prior to the date the person became eligible for such services under this contract.**
- B. Payment for prescription drugs.**
- C. Hospitalization.**
- D. Payment for sealants.**
- E. Payment for dental services for a person not listed on the eligible employee's enrollment card or eligibility record of employee on file with provider.**
- F. Payment for reconstruction (I.E. Bridges, Six Units and over will be considered reconstruction.)**





THIS FORM MUST BE FILLED OUT AND RETURNED IN ORDER FOR YOU AND YOUR DEPENDENTS TO BE IN THE PLAN YOU DESIRE.

LAST NAME (PRINT)    FIRST NAME    MIDDLE INITIAL    SOCIAL SECURITY #

---

HOME ADDRESS    STREET    CITY    STATE    ZIP CODE

---

BIRTH DATE    SEX    NAME OF PLACE WHERE YOU WORK    HOME PHONE

---

DEPENDENTS NAMES (PRINT)    SEX    BIRTHDATE(S)

---

WIFE OR HUSBAND:

---

CHILDREN

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JOHN D. KERNAN, DMD, PA.

YOUR SIGNATURE

---

YOUR SIGNATURE

---

DATE \_\_\_\_\_

**MEMBER COMPLAINT PROCEDURE  
1 OF 4**

**INTERNAL COMPLAINT PROCEDURES**

**John D. Kernan, DMD, PA has a moral obligation to operate its Dental Program honestly, with the highest level of dental quality and with as few problems as possible. However, we encourage the discovery of problems and guarantee the rapid solution of such problems.**

**Any patient of John D. Kernan, DMD, PA has the right and is afforded the opportunity to submit, verbally or in writing, any complaint be it moral, ethical, dental or financial that he or she may have with the Dental Group. These complaints should be directed to either Maureen Pasquini, who is the Complaint Coordinator, or John D. Kernan, DMD, PA, who is the President of the Professional Corporation. The address of the Dental Group to be used for complaints is John D. Kernan, DMD, PA, 658 W. Cuthbert Blvd., Westmont, New Jersey 08108.**

**Lack of information on the part of the patient and lack of communication between the Attending dentist and the patient or the guardians of the patient are the two major reasons for patient complaints. John D. Kernan, DMD, PA, in an effort to avoid as many situations involving lack of information as possible, constantly distributes brochures and dental education materials to patients and provides Dental Hygiene Instruction through its Dental Hygienists.**

**Complaints are investigated expeditiously. Urgent complaints requiring immediate resolution will be handled within 48 hours. All written complaints that are received by John D. Kernan, DMD, PA will receive a written response within fifteen days and a copy of any complaint will be kept on file permanently. All complaints will be handled in a way to ensure the confidentiality of patient information and in a way as to not interfere with the doctor-patient relationship. After a complaint is received, a preliminary study of the problem is initiated. If the complaint is concerning a doctor, the doctor is interviewed for his or her interpretation of the problem. The patient is then interviewed and at this point an effort is made by the Complaint Coordinator to settle the complaint. Most complaints are settled at this point. However, if there is still a problem, the President of the Professional Corporation steps in to mediate the problem.**

**(Exhibit "D")**

**Dr. Kernan at this point interviews the patient as well as the treating Dentist in an effort to settle the complaint amicably. However, if the patient is still not satisfied, the complaint now becomes a grievance and goes to an appointed grievance committee for a preliminary hearing. The grievance committee of John D. Kernan, DMD, PA consists of the following individuals:**

**Maureen Pasquini, Complaint Coordinator Professional Corporation  
658 W. Cuthbert Blvd.  
Westmont, New Jersey 08108  
856-869-8660**

**John D. Kernan, DMD, PA, President Professional Corporation  
658 W. Cuthbert Blvd.  
Westmont, New Jersey 08108  
856-869-8660**

**Peter U. Burton, Controller Professional Corporation  
505 Saxon Drive  
West Deptford, New Jersey 08086  
856-938-6022**

**John Inglesby, Former Owner Inglesby and Sons Funeral Home  
908 North Shore Drive  
Brigantine, New Jersey 08203  
609-929-6130**

## **GRIEVANCE PROCEDURES**

**John D. Kernan, DMD, PA has a moral obligation to operate its Dental Program honestly, with the highest level of dental quality and with as few problems as possible. However, we encourage the discovery of problems and guarantee the rapid solution of such problems.**

**Any patient of John D. Kernan, DMD, PA has the right and is afforded the opportunity to submit, verbally or in writing, any complaint be it moral, ethical, dental or financial that he or she may have with the Dental Group. These complaints should be directed to either Maureen Pasquini, who is the Complaint Coordinator, or John D. Kernan, DMD, PA, who is the President of the Professional Corporation. The address of the Dental Group to be used for complaints is John D. Kernan, DMD, PA, 658 W. Cuthbert Blvd., Westmont, New Jersey 08108.**

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**(Exhibit "E")**

**Dr. Kernan at this point interviews the patient as well as the treating Dentist in an effort to settle the complaint amicably. However, if the patient is still not satisfied, the complaint now becomes a grievance and goes to an appointed grievance committee for a preliminary hearing. The grievance committee of John D. Kernan, DMD, PA consists of the following individuals:**

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658 W. Cuthbert Blvd.  
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Westmont, New Jersey 08108  
856-869-8660**

**Peter U. Burton, Controller Professional Corporation  
505 Saxon Drive  
West Deptford, New Jersey 08086  
856-938-6022**

**John Inglesby, Former Owner Inglesby and Sons Funeral Home  
908 North Shore Drive  
Brigantine, New Jersey 08203  
609-929-6130**

**Input from the patient is always welcomed concerning the policies and procedures of John D. Kernan, DMD, PA. The grievance committee will look at all the information available to it from the patient and the dental group and make an immediate written decision. Should this decision fail to satisfy the patient, he or she still may seek a fair hearing by filing a complaint with the State of New Jersey Board of Dentistry. These remedies should not be addressed until all other facets of the grievance complaint procedure have been exhausted.**

**EXHIBIT "F"**

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please fill out this questionnaire in order that John D. Kernan, DMD, PA may better serve your dental needs.**

**How would you rate the overall appearance of the Dental Office?**

Excellent       Good       Fair       Poor

**How would you rate the way you were treated by the Dental Center Staff?**

Excellent       Good       Fair       Poor

**How would you rate the care you were administered by the Professional Staff?**

Excellent       Good       Fair       Poor

**How would you rate your overall experience at the Dental Office?**

Excellent       Good       Fair       Poor

**How would you rate the communication between yourself and the Professional Staff of the Dental Office?**

Excellent       Good       Fair       Poor

**COMMENTS:**

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**RESOLUTION 2020:056**  
**AUTHORIZING EXECUTION OF LANDSCAPING SERVICES AGREEMENT WITH STERLING**  
**ARMS CONDO ASSOCIATION**

**WHEREAS**, the Borough of Stratford offers the service of lawn maintenance and other landscaping services to the Sterling Arms Condo Association; and

**WHEREAS**, the Borough of Stratford and Sterling Arms Condo Association wishes to re-enter into said agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Stratford to authorize the execution of the landscaping services agreement between the Sterling Arms Condo Association and the Borough of Stratford.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on February 3, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK



**AGREEMENT BY AND BETWEEN THE BOROUGH OF STRATFORD  
AND STERLING ARMS CONDOMINIUM ASSOCIATION**

THIS AGREEMENT made this 14 day of January, 2020 by and between the Borough of Stratford ("Stratford"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 307 Union Avenue, Stratford, New Jersey 08084, and Sterling Arms Condominium Association ("SACA") a Condominium Association Incorporated in the State of New Jersey, having its principal place of business located at 15D Sunnybrook Rd, Stratford, New Jersey 08084;

WHEREAS, Stratford and SACA are desirous of entering into an Agreement whereby Stratford would maintain the Condominium Association's landscaping needs and snow plowing, as detailed in this agreement; and

WHEREAS, by Resolution, Stratford authorized the execution of an Agreement with SACA for their landscaping and snow plow needs; and

WHEREAS, by Resolution, SACA authorized the execution of an Agreement with Stratford for their landscaping and snow plow needs; and

WHEREAS, Stratford is agreeable to providing said services;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties and for the consideration set forth below, the parties hereto agree as follows:

1. Term. The term of this agreement shall be from January 01, 2020 through and including December 31, 2020.
2. Equipment. Stratford shall supply all equipment of their own to complete the services required.
3. Services. Stratford shall provide the labor and materials to complete the services listed in this Agreement.
4. Fees to Stratford. SACA shall pay Stratford for the services provided at the sums listed in this Agreement for the term, divided into twelve (12) monthly installments:

Cutting of the grassed areas every 10 days within the months of April through October and to include keeping an edge on the lawn at all concrete surfaces. Blow all clippings from hard surfaces. Due to drought conditions in the peak of the summer season it is understood and agreed at times the lawn may not be cut and edged. \$7,960.00

Spring Clean Up	\$1,590.00
Fall Clean Up	\$2,120.00
Clean out beds, supply and install 25 yards of mulch	\$1,200.00

* Additional Services Provided - Price per occurrence: Trim bushes throughout the complex	\$ 375.00
Planting of Summer, Fall, and Winter flowers/plantings around Sterling Arms sign located at corner.	No Charge
Snow plow of three parking areas named under "property"; this will be of driveway aisles and no clearing of any actual parking stalls. Road Salt will be spread at the same rate as on public roadways.	No Charge

\* Shall be invoiced at time of service and paid within 30 days.

5. Property. SACA property consists of land known on the Borough of Stratford Tax Map as Block 114, Lot 1.02, bounded by Warwick Road and Sunnybrook Road, with three parking lots known as the Warwick Road parking lot, Sterling Terrace parking lot, and the Beverly Lane parking lot.
6. Insurance. The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Camden County or the Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties. Each certificate or policy shall require a thirty (30) day cancellation notice. Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the parties prior to the implementation of this Agreement.
7. Indemnification. To the fullest extent permitted by law, SACA shall indemnify, defend, and hold harmless Stratford, its agents and employees, from and against all claims, damages, losses, liabilities and expenses, including, but not limited to, attorney's fees and court costs, arising out of, resulting from or in any way relating to, either directly or indirectly:
  - a. the neglect or intentional acts or omissions of SACA, its employees, agents and/or subcontractors;
  - b. bodily injury, sickness and/or disease, including death, at any time resulting from such bodily injury, sickness or disease, sustained by any person while in, on or about the site and surrounding areas where such injury, sickness, disease and/or death arose out of or was in any way connected with negligence or carelessness, or failure of Stratford to properly perform the work;
  - c. any liability based upon Stratford's negligence imputed to SACA;
  - d. damage to property of Stratford, SACA or any other person or entity arising out of, incident to, or in connection with Stratford's carelessness or negligence in performance of the work;

- e. laborers, mechanics and materialmen's liens, and all other liens and charges of every character whatsoever, arising out of work to be performed by this agreement; and/or
  - f. any other cause of action which may be brought against SACA arising out of or in any way relating to Stratford's obligations hereunder.
8. Subcontractors. Stratford shall employ or subcontract only with persons and entities that are fit and skilled in the tasks assigned, and shall at all times enforce the strict discipline and good order among the employees and subcontractors engaged to perform the work. Stratford shall maintain a sufficient number of skilled laborers on the job at all times to properly and diligently perform the work in accordance with this agreement.
9. Assignment, delegation or transfer. Stratford acknowledges and agrees that the services and duties required of Stratford hereunder are personal, as a result of which Stratford shall not assign, delegate or otherwise transfer any of its rights or duties hereunder without prior written consent of SACA, such consent to be given or withheld by SACA in their sole discretion, but such consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer by Stratford without such consent of SACA shall be of no force or effect whatsoever and shall be null and void.
10. Action or failure to act. It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provision of this Agreement by either of the parties shall not be construed as a waiver of those provisions.
11. Affirmative Action. The parties hereto agree to incorporate herein the requirements of P.L. 1975, c. 127, as amended, and Stratford further agrees to comply with the regulations promulgated thereto by the Treasurer, as set forth at N.J.C.A. 17:27-5.2, et seq. Specifically, during the performance of this contract, Stratford agrees as follows:
- a. Stratford or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Stratford will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Stratford agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provision of this nondiscrimination clause;
  - b. Stratford or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Stratford, state that all qualified applicants will receive consideration for employment without regard

to age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation;

- c. Stratford or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of Stratford's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Stratford or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. Stratford or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- f. Stratford or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, and that it will discontinue the uses of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. Stratford or subcontractor agrees to revise any of its testing procedures, if job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
- h. Stratford or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

Stratford and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the

Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

12. Entire understanding. This agreement sets forth the entire understanding between SACA and Stratford with respect to the subject matter hereof. No change in, addition to, or waiver of any provisions of this agreement shall be binding upon either party unless in writing, signed by all parties.
13. Amendments. This agreement may be amended or modified only in writing signed by both parties.
14. Severability. In the event that any provision or portion of this agreement shall be determined to be invalid and/or unenforceable for any reason, the remaining provisions of this agreement shall remain in full force and effect to the fullest extent permitted by law, unless the agreement, as so construed, would substantially frustrate the purpose of the parties in entering into this agreement.
15. Notices. All notices given pursuant to the terms of this agreement shall be sent by certified mail to the addresses listed below:

If to the Borough of Stratford:

Borough of Stratford  
307 Union Avenue  
Stratford, NJ 08084  
Attn: Michaela Bosler, Acting Borough Clerk

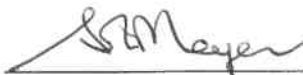
If to the Condominium Association:

Sterling Arms Condominium Association  
P.O. Box 607  
Stratford, NJ 08084

BOROUGH OF STRATFORD

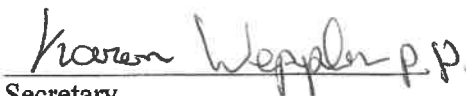
STERLING ARMS CONDOMINIUM  
ASSOCIATION, INC.

\_\_\_\_\_  
Josh Keenan, Mayor

  
\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Michaela Bosler, Acting Borough Clerk

  
\_\_\_\_\_  
Secretary

\_\_\_\_\_, 2020

  
\_\_\_\_\_, 2020

**RESOLUTION 2020:057**  
**RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN**  
**ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT,**  
**NJSA 10:4-12**

WHEREAS, the Governing Body of the Borough of Stratford is subject to certain requirements of the *Open Public Meetings Act*, NJSA 10:4-6 et seq., and

WHEREAS, the *Open Public Meetings Act*, NJSA 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the Governing Body of the Borough of Stratford to discuss in a session not open to the public certain matters relating to the item or items authorized by NJSA 10:4-12b and designated below:

\_\_\_\_\_ (1) ***Matters required by Law to be Confidential***: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

\_\_\_\_\_ (2) ***Matters Where the Release of Information Would Impair the Right to Receive Funds***: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

\_\_\_\_\_ (3) ***Matters Involving Individual Privacy***: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

  X   (4) ***Matters Relating to Collective Bargaining Agreements***: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

\_\_\_\_\_ (5) ***Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds***: Any matter involving the purchase, lease, or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

\_\_\_\_\_ (6) ***Matters Relating to Public Safety and Property***: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.

X       (7) **Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:**  
The topic of discussion is related to Attorney/Client Privilege. These items are for #7 of the Executive Session Resolution for matter relating to litigation, contract negotiations, or the Attorney-Client Privilege re: Stratford Square.

                   (8) **Matters Relating to the Employment Relationship:** Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

                   (9) **Matters Relating to the Potential Imposition of a Penalty:** Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Stratford, assembled in public session on February 3, 2020 that an Executive Session closed to the public shall be held on February 3, 2020 at approximately 7:00 p.m. in the Justice Facility, 315 Union Avenue, Stratford, NJ for the discussion of matters relating to the specified items designated above. It is anticipated that the deliberations conducted in Closed Session may be disclosed to the public upon the determination of the Governing Body that public interest will no longer be served by such confidentiality.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on February 3, 2020.

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MICHAELA BOSLER,  
ACTING BOROUGH CLERK