

**RESOLUTION NO. 01-2013**

Member \_\_\_\_\_ introduced and moved the adoption of the following resolution and Member \_\_\_\_\_ seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY AUTHORIZING THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING WITH THE  
COUNTY OF UNION REGARDING THE UNION COUNTY  
GOLF COURSES**

**WHEREAS**, the Authority has been created by resolution of the Board of Chosen Freeholders of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.*, and the acts amendatory thereof and supplemental thereto; and

**WHEREAS**, the County owns the Galloping Hill Golf Course, located partially in Kenilworth and partially in Union, and the Ash Brooke Golf Course located in Scotch Plains (the "Golf Courses"); and

**WHEREAS**, the County retained Mareth Advisors of Arlington, Virginia ("Mareth") to independently evaluate the possible transfer of the Golf Courses from the County's Department of Parks and Community Renewal to the Authority, with the intent of providing greater autonomy for the operation of the Golf Courses and to enable the Golf Course facilities to react to changing market conditions and make operational changes; and

**WHEREAS**, after analyzing the operations of the Golf Courses, Mareth issued a report entitled *Evaluation of Opportunities and Constraints Related to Organizing Golf under Union County's Improvement Authority*, dated May 31, 2012, (the "Mareth Report"), which concluded that strong consideration should be given to moving the Golf Courses to the Authority, and noted that the benefits, with sufficient check and balances, appear to well outweigh any possible negative impacts; and

**WHEREAS**, based upon the Mareth Report, the County and the Authority wish to enter into a Memorandum of Understanding regarding the Golf Courses to set forth certain terms and conditions that will bear upon their negotiation of an Agreement for the Purchase and Sale of the Golf Courses; and

**WHEREAS**, by its Resolution No. 2012-1098 dated December 20, 2012, the County has approved such a Memorandum of Understanding in the form attached hereto; and

**WHEREAS**, the Authority desires to execute the Memorandum of Understanding, and proceed with negotiations with the County for the Purchase and Sale of the Golf Courses;

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Chairman is authorized to execute the Memorandum of Understanding in the form attached hereto and made a part hereof; and

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

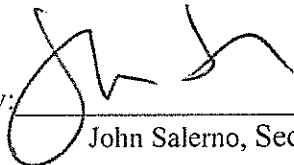
**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson	✓			
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member				✓
Cherron Rountree, Member				✓

**CERTIFICATION**

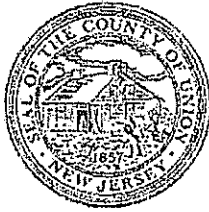
I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF UNION REGARDING THE UNION COUNTY GOLF COURSES** is a true copy of a resolution adopted by the governing body of the Improvement Authority on January 9, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:  \_\_\_\_\_  
John Salerno, Secretary

Dated: January 9, 2013

[SEAL]



**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS**

**RESOLUTION:** 2012-1098  
**DECEMBER 20, 2012**  
**CHAIRMAN ALEXANDER MIRABELLA**

WHEREAS, the County owns the Galloping Hill Golf Course ("Galloping Hill"), located partially in Kenilworth (Block 184, Lot 3, Block 2620, Lot 1 and Block 3106, Lot 1) and partially in Union (Block 3003, Lot 1) and the Ash Brooke Golf Course ("Ash Brooke") located in Scotch Plains (Block 14201, Lot 1), collectively referred to herein as the "Golf Courses"; and

WHEREAS, the County previously retained Mareth Advisors of Arlington, Virginia ("Mareth") to independently and objectively evaluate the possible transfer of the Golf Courses from within the Department of Parks and Community Renewal into the Authority with the intent of providing greater autonomy for the operation of the Golf Courses and to enable the Golf Course Facilities to react to changing market conditions as well as operational changes; and

WHEREAS, after analyzing the operations of the Golf Courses, Mareth issued a report entitled Evaluation of Opportunities and Constrains Related to Organizing Golf under Union County's Improvement Authority, dated May 31, 2012; and

WHEREAS, the Mareth Report concluded that "strong consideration should be given to moving Union County's golf assets under Union County's Improvement Authority" and that "[t]he benefits, with sufficient check and balances, appear to well outweigh any negative impacts"; and

WHEREAS, based upon the Mareth Report, the County and the Authority agree to undertake the task of negotiating the terms of an Agreement for Purchase and Sale of the Golf Courses subject to certain terms and conditions which shall hereafter be set forth in a Memorandum of Understanding; and

WHEREAS, the County has negotiated with the Authority and reached a Memorandum of Understanding which is attached hereto and made a part hereof; and

WHEREAS, pursuant to N.J.S.A. 40:37A-19, a County may, for the purposes of aiding the Authority and co-operating in the planning, undertaking, acquisition or operation of any public facility, appropriate moneys to the Authority in such installments and upon such terms as may be agreed upon with the Authority; and

WHEREAS, pursuant to the terms of the Memorandum of Understanding the County shall transfer to the Authority an amount of \$300,000.00 to allow the Authority to undertake its due diligence, including but not limited to assigned professional agreements, prior to the project financing, if any. In the event the Authority does, in fact, acquire the County's golf assets the \$300,000.00 being transferred to the Authority shall be repaid in full at closing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that the County Manager is hereby authorized to enter into a Memorandum of Understanding, substantially in the form attached hereto and made a part hereof, with the Union County Improvement Authority relative to negotiating the terms of an Agreement for Purchase and Sale of the Golf Courses; and

BE IT FURTHER RESOLVED the sum of \$300,000.00 to be transferred to the Authority shall be charged to Account No. C-04-55-912-250-919; and

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to sign any and all documents necessary to effectuate said Memorandum of Understanding, upon approval by the County Counsel's Office.

Sufficiency of Funds Authorized :  
 Approved as to Form:  
 Certifying as to an Original Resolution:  
 Certified as to a True Copy:

*F. J. P.*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

✓ Vote Record - Resolution 3107		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Withdrawn	Angel G. Barcala	S	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Christopher Hudak	S	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Mohamed S. Jalloh	S	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bette Jane Kowalski	S	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Deborah P. Scallon	S	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Daniel P. Sullivan	M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Alexander Mirabella	M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## GOLF COURSE MEMORANDUM OF UNDERSTANDING

THIS GOLF COURSE MEMORANDUM OF UNDERSTANDING (the "MOU") is by and between THE COUNTY OF UNION COUNTY, NEW JERSEY, a public body corporate and politic of the state of New Jersey having offices at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, NJ 07207 (the "County") and THE UNION COUNTY IMPROVEMENT AUTHORITY (the "Authority"), a public body corporate and politic of the state of New Jersey having offices at Union County Administration Building, 10 Elizabethtown Plaza, 6th floor, Elizabeth, New Jersey 07207, each of which may be referenced herein individually as a "Party" or collectively as the "Parties".

### RECITALS

**WHEREAS**, the County owns the Galloping Hill Golf Course ("Galloping Hill"), located partially in Kenilworth (Block 184, Lot 3) and Partially in Union (Block 3003, Lot 1; Block 2620, Lot 1 and Block 3106, Lot 1) and the Ash Brooke Golf Course ("Ash Brook") located in Scotch Plains (Block 14201, Lot 1), collectively referred to herein as the "Golf Courses"; and

**WHEREAS**, in February 17, 2012, the County retained Mareth Advisors of Arlington, Virginia ("Mareth") to independently and objectively evaluate the possible transfer of the Golf Courses from within the Department of Parks and Community Renewal into the Authority with the intent of providing greater autonomy for the operation of the Golf Courses and to enable the Golf Course Facilities to react to changing market conditions as well as operational changes; and

**WHEREAS**, after analyzing the operations of the Golf Courses, Mareth issued a report entitled *Evaluation of Opportunities and Constraints Related to Organizing Golf under Union County's Improvement Authority, dated May 31, 2012.*; and

**WHEREAS**, the Mareth Report concluded that "strong consideration should be given to moving Union County's golf assets under Union County's Improvement Authority" and that "[t]he benefits, with sufficient check and balances, appear to well outweigh any negative impacts"; and

**WHEREAS**, pursuant to N.J.S.A. 40:37A-19, a County may, for the purposes of aiding the Authority and co-operating in the planning, undertaking, acquisition or operation of any public facility, appropriate moneys to the Authority in such installments and upon such terms as may be agreed upon with the Authority; and

**WHEREAS**, based upon the Mareth Report, the County and the Authority agree to undertake the task of negotiating the terms of an Agreement for Purchase and Sale of the Golf Courses subject to certain terms and conditions which shall hereafter be set forth in this Memorandum of Understanding; and

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the Parties agree as follows:

## A G R E E M E N T

### ARTICLE I

#### DEFINITIONS

**Section 1.1** The following words and terms shall have the following meanings for the purposes of this MOU. Terms otherwise not defined herein or elsewhere in this Agreement shall be given their usual and customary meaning.

"Agreement" means a Golf Course Purchase and Sale Agreement, including all schedules and exhibits attached thereto which may be negotiated and agreed to in the future by the Parties.

"Authority Appraisal" means the appraisal of the fair market value of the Golf Courses commissioned and obtained by the Authority

"Board of Chosen Freeholders" means the duly elected Union County Board of Chosen Freeholders

"County Appraisal" means the appraisal of the fair market value of the Golf Courses commissioned and obtained by the Board of Chosen Freeholders.

"Golf Courses" means the Real Property known as the Galloping Hill Golf Course ("Galloping Hill"), located partially in Kenilworth (Block 184, Lot 3) and Partially in Union (Block 3003, Lot 1; Block 2620, Lot 1 and Block 3106, Lot 1) and the Ash Brooke Golf Course ("Ash Brooke") located in Scotch Plains (Block 14201, Lot 1), all Golf Course Facilities, all Personal Property, and all Golf Course Related Documents.

"Golf Course Facilities" means those structures and facilities that are part of the Golf Courses, but exclusive of the real property that comprises the Golf Courses.

"Golf Course Related Documents" means all contracts, agreements, permits, approvals, and licenses necessary for the continued smooth and efficient operation, maintenance, management, ownership and promotion of the Golf Courses. Said

documents to be provided in their entirety by the County within 30 days from the date of execution of this Agreement.

"Personal Property" means all non-fixed assets, including but not limited to tools, machinery, equipment and furniture, that the County shall transfer to the Authority pursuant to Section 2.1 of this Agreement. A listing of all such "personal property" shall be provided by the County within 30 days from the date of execution of this Agreement.

"Real Property" means the real property that the County shall transfer to the Authority pursuant to Section 2.1 of this Agreement. A full and complete legal description of the properties (Galloping Hill Golf Course and Ash Brook Golf Course) shall be provided by the County within 30 days from the date of execution of this Agreement.

## ARTICLE II

### SALE OF PROPERTY

**Section 2.1** The County agrees to negotiate the possible sale to the Authority, and the Authority agrees to negotiate the possible purchase from the County, all of the County's right, title and interest in the following:

- a. Real Property. The land located in the County of Union, State of New Jersey, known as Galloping Hill Golf Course and Ash Brook Golf Course as well as all buildings and improvements located thereon; and
- b. Personal Property. All machinery, equipment, furniture, fixtures, vehicles and supplies owned by the County and located at or exclusively utilized for operation and maintenance of the Golf Courses; and
- c. Documents. All Golf Course Related Documents, including all contracts, agreements, permits, approvals, and licenses necessary for the continued smooth and efficient operation, maintenance, and promotion of the Golf Courses. The Parties agree to enter into such assignments or similar agreements as necessary to affect the intent of this Section 2.1.c.

### ARTICLE III

#### PURCHASE PRICE

**Section 3.1** Based upon the results of the Appraisals, the total purchase price ("Purchase Price") to be paid by the Authority to the County for the Golf Courses shall be negotiated subject to the mandatory terms and conditions set forth herein.

### ARTICLE IV

#### CONTINGENCIES

**Section 4.1. Contingencies.** The obligations of the Parties under this Memorandum of Understanding are limited to negotiation of an Agreement for possible purchase and sale of the Golf Courses and any such Agreement must include the following:

- a. Purchase Price. The Parties must negotiate a purchase price to be paid by the Authority taking into account fair market value of all assets to be acquired and based upon independent appraisals; and that
- b. Any Agreement for Purchase and Sale must provide for the Golf Course to remain public courses available to all citizens for reasonable fees and that the deeds transferring the property shall remain deed restricted in order to ensure such condition in perpetuity; and that
- c. Any Agreement for the Purchase and Sale must provide for the Authority to make payment for the golf courses without any guarantee by the County for Authority debt incurred in furtherance of the purchase.

### ARTICLE V

#### DUTIES OF THE COUNTY

The County of Union shall negotiate the Agreement for possible Purchase and Sale of the Golf Courses to the Union County Improvement Authority in good faith, utilizing every possible means of accomplishing the transfer of the golf courses and golf operations to the Authority expeditiously and in furtherance of the recommendations outlined in the Mareth Report. The County further agrees to assist the Authority in any

reasonable effort to complete its due diligence including any inquiry that the Authority may make with respect to the current system of golf operations and the budget and cost of same.

The County shall also transfer to the Authority the amount of \$300,000.00 to allow the Authority to undertake its due diligence, including but not limited to assigned professional agreements, prior to the project financing, if any. In the event the Authority does, in fact, acquire the County's golf assets the \$300,000.00 being transferred to the Authority shall be repaid in full at closing.

## **ARTICLE VI**

### **DUTIES OF THE AUTHORITY**

The Union County Improvement Authority shall negotiate the Agreement for possible Purchase and Sale of the Golf Courses from the County in good faith, utilizing every possible means of accomplishing the purchase of the courses expeditiously and in furtherance of the recommendations outlined in the Mareth Report. The Authority further agrees to undertake every reasonable effort to complete its due diligence including any inquiry with regard to the current system of golf operations, budgeting, finances, staffing and the availability of continued public-private partnership operation of one or both of the courses.

## **ARTICLE VII**

This Memorandum of Understanding shall take effect immediately upon approval of the Board of Chosen Freeholders and the Board of the Union County Improvement Authority and shall terminate no later than six months thereafter unless extended by the parties.

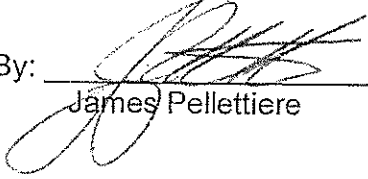
[remainder of this page intentionally blank]




IN WITNESS WHEREOF, the County and the Authority have executed this Agreement by having their authorized representatives affix their signature in the spaces below.

Witness

County of Union, State of New Jersey

By:   
James Pellettiere

By:   
Alfred J. Faella

Title: Clerk of the Board

Title: County Manager

Date: 1/8/13

Date: \_\_\_\_\_

Seal:

APPROVED AS TO FORM

  
ROBERT E. BARRY  
COUNTY COUNSEL

Witness

Union County Improvement Authority

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

**RESOLUTION NO. 02-2013**

Member \_\_\_\_\_ introduced and moved the adoption of the following resolution and Member \_\_\_\_\_ seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING THE TOWNSHIP OF HILLSIDE'S ADDITION OF A PROJECT TO THE PROJECTS THE TOWNSHIP WILL FINANCE UNDER THE AUTHORITY'S 2006 POOLED GOVERNMENT LOAN PROGRAM**

**WHEREAS**, on October 24, 2012, the Union County Improvement Authority (the "Authority") adopted Resolution No. 79A-2012 authorizing the substitution of project items requested by the of Hillside to be financed under the Authority's 2006 Pooled Government Loan Program, which the Township conditionally approved on October 3, 2012 in its Resolution R-12-481, pending consideration of the substitution by the Authority, and which included a radio communication system and a 911 system for its Police Department, an Ambulance for its Fire Department and a radio communications system for its Public Works Department; and

**WHEREAS**, on November 13, 2012, the Township amended its Resolution R-12-481 via Resolution R-12-540, which adds to the Township's projects under the Authority's 2006 Pooled Government Loan Program an expenditure for the Evans Terminal storm sewer replacement; and

**WHEREAS**, on December 18, 2012, the Authority confirmed in a letter to the Township Attorney that the Authority adopted Resolution No. 79A-2012 on December 5 2012, which listed the substitute projects per the Township's Resolution R-12-540 that the Township decided to undertake under the Authority's 2006 Pooled Government Loan Program; and

**WHEREAS**, the Township thereafter advised the Authority of its earlier Resolution R-12-510, in which the City proposed to undertake Information Technology Upgrades for certain Township purposes at a cost of \$154,500, to be included in the projects the Township will undertake under the Authority's 2006 Pooled Government Loan Program;

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Authority hereby approves the Township of Hillside's addition of Information Technology Systems Upgrades in the amount of \$154,500, to the projects to be financed under the Authority's 2006 Pooled Governmental Loan Program, as stated in the Township's Resolution R-12-510, a copy of which is attached hereto and made a part hereof; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson	✓			
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member				✓
Cherron Rountree, Member				✓

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING THE TOWNSHIP OF HILLSIDE'S ADDITION OF A PROJECT TO THE PROJECTS THE TOWNSHIP WILL FINANCE UNDER THE AUTHORITY'S 2006 POOLED GOVERNMENT LOAN PROGRAM** is a true copy of a resolution adopted by the governing body of the Authority on January 9, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

JOHN SALERNO, Secretary

Dated: January 9, 2013

[SEAL]

**RESOLUTION  
R-12-510**

**WHEREAS**, as part of its six (6) year Capital Improvement Plan (hereinafter the "Plan") the Township Council of the Township of Hillside recently adopted Resolution R-12-481 (a copy of which is attached hereto and made a part hereof) in order to immediately begin certain 2012 projects for public safety purposes, referred to as Phase 1 of the 2012 delineated projects within the Plan.

**WHEREAS**, the Township Council wishes to amend its list of Phase 1 projects.

**NOW THEREFORE BE IT RESOLVED** by the Township Council that the Township of Hillside hereby amends Resolution R-12-481 and designates that the following projects be implemented as soon as possible as Phase 1 of the 2012 projects set forth in the Plan;

- |                                                                                                                                                                                                                                          |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Police Department -- Radio Communication System:                                                                                                                                                                                      | \$435,000      |
| 2. Police Department -- 911 System:                                                                                                                                                                                                      | \$320,000      |
| 3. Fire Department -- Ambulance:                                                                                                                                                                                                         | \$325,000      |
| 4. Public Works Department -- Radio Communications System:                                                                                                                                                                               | \$ 25,000      |
| 5. Information Technology Systems Upgrades for Township wide purposes as set forth in the Plan under the "Hillside Senior Citizen Program", "Tax Collector Office", "Building Department", "Health Department" and "Treasurer's Office": | \$154,500; and |

**BE IT FURTHER RESOLVED** that nothing in this resolution is intended, nor shall it be construed, to modify the authorizations provided for in Resolution No.: R-12-314 or Resolution No.: R-12-481, other than to add item number 5 to the list of Phase 1 projects authorized for immediate implementation in R-12-481.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be forwarded to the Union County Improvement Authority; and

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

October 16, 2012

  
\_\_\_\_\_  
Council President

Attest:   
\_\_\_\_\_  
Township Clerk

*missing this item from today's letter*

