



UNION COUNTY IMPROVEMENT AUTHORITY

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Resolution No. 29-2017

Date: February 1, 2017

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CONCERNING THE POLICIES AND PROCEDURES PERTAINING TO REQUESTS FOR THE UTILIZATION OF THE PARK MADISON OFFICE BUILDING PLAZA AREA

APPROVED AS TO FORM:
 Lisa M. da Silva, RMC
 Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
 YES NO NONE REQUIRED
 UNION COUNTY IMPROVEMENT AUTHORITY

Lisa M. da Silva

M. W. B. [Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Bornstad</i>	✓		✓				✓
<i>D'Elia</i>	✓		✓				
<i>Hockaday</i>	✓		✓				
<i>Huff</i>	✓		✓				
<i>Lattimore</i>	✓		✓				
<i>Rountree</i>	✓		✓				
<i>Salerno</i>	✓		✓				
<i>Scutari</i>	✓		✓				
<i>Szpond</i>	✓		✓			✓	

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
CONCERNING THE POLICIES AND PROCEDURES PERTAINING TO
REQUESTS FOR THE UTILIZATION OF THE PARK MADISON
OFFICE BUILDING PLAZA AREA**

WHEREAS, the Union County Improvement Authority (the “Authority”) has been duly created by ordinance of the Union County Board of Chosen Freeholders (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 as amended and supplemented from time to time: and

WHEREAS, in accordance with the Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., the Authority previously assisted the City of Plainfield (the “City”) with an area designated in need of redevelopment formally known as “the Park-Madison Redevelopment Area”, (the “Redevelopment Area”) and the implementation of a Redevelopment Plan as approved by and Ordinance of the City adopted on July 10, 2000 (the “Redevelopment Plan”); and

WHEREAS, the Authority has previously issued certain tax exempt and taxable lease revenue bonds and concurrently entered into a series of interconnecting documents and agreements in order to finance its acquisition of, and construction upon, the Redevelopment Area (the “Financing Documents”); and

WHEREAS, following the Authority’s acquisition of the real property comprising the entire Redevelopment Area from the City and conduction a competitive procurement for the selection of a developer, the Authority caused to be developed upon a portion of the Redevelopment Area certain office space and lower level commercial/retail space commonly referred to as the Park Madison Office Building along with adjacent parking facilities for use by the County by and pursuant to the Lease Agreement as well as the State of New Jersey, Department of the Treasury Division of Property

Management and Construction (the “State) and certain retail/commercial users by and pursuant to individual lease agreements with the Authority (collectively referred to as the “Tenants”), and

WHEREAS, the Authority has received several requests for permission to use an open plaza area that exists within the footprint of the Park Madison Office Building (the “Plaza”) as allocation to host various types of events for the benefit of the public; and

WHEREAS, while it is the desire of the Authority to allow for the use of the Plaza free of charge for such public purposes, it is necessary to place certain limitations on such use in order to ensure that adequate precautions are in place to protect the Park Madison Office Building asset and so as not to violate any of the Authority’s obligations or covenants contained in the Financing Documents or to the Tenants of the Park Madison Office Building; and

WHEREAS, the Authority hereby establishes that the policies and procedures for the use of the Plaza be as follows:

1. Use of the Plaza shall be limited to only public entities and, at the Authority’s discretion and verification, tax-exempt entities and shall be at their own cost and expense.
2. The Authority reserves the right to deny and applicant’s request to use the Plaza should the Authority determined that the proposed use violates any of its obligations or covenants under the Financing Documents or to the Tenants of the Park Madison Office Building.
3. All requests to use the Plaza must be in writing on official letterhead and received by the Authority no less than thirty (30) days prior to the first scheduled date of the proposed event(s) and must be accompanied by a copy of the authorizing resolution adopted by the governing body or board containing a description of the event(s), the proposed date(s) and any proposed rain date(s).
4. The Authority will respond to all requests for the use of the Plaza in writing. Any approval

by the Authority shall be subject to the Authority's receipt of an executed Hold-Harmless Agreement in the form attached hereto and a valid certificate of insurance evidencing appropriate liability coverage in the amount of \$1,000,000.00 for the event date(s) and any- rain date(s) and naming the Authority as an additional insured no less than fourteen (14) days prior to the first scheduled date of the proposed event(s)

5. Use of the Plaza shall be restricted to the hours of 6 p.m. to 11 p.m. on weekdays and daylight hours on weekends and legal holidays.
6. Access to the restroom facilities or any other portion of the Park Madison Office Building will not be permitted.
7. Ample public surface parking is available around the perimeter and in the vicinity of the Park Madison Office Building. Access to the parking deck adjacent to the Park Madison Office Building is not permitted as it is unattended during non-business hours.
8. All event activities must be conducted in a manner which does not hinder the quiet use and enjoyment of the Tenants or in violation of the Financing Documents. Additionally, any and all even materials and refuse shall be removed immediately following the conclusion of a scheduled event by the public entity or organization utilizing the Plaza.
9. The Authority reserves the right to rescind permission for the use of the Plaza for and scheduled events and/or deny future use of the Plaza by an entity that violates the foregoing policies and procedure

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that the foregoing recitals shall constitute the policies and procedure applicable to the use of the Plaza located at the Park Madison Office Building; and

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

HOLD HARMLESS AGREEMENT

The _____ shall defend, indemnify and hold harmless the UNION COUNTY IMPROVEMENT AUTHORITY, (hereinafter referred as the "UCIA" , its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or liability including any costs of defense incurred by the UCIA and any payments, recoveries and judgments against the UCIA, which arise from or in connection with any acts or omissions of _____ its agents, volunteers, representatives or employees arising out of or in any manner related to the occupation, work and/or duties to be undertaken in connection with the public event(s) presented and sponsored by the _____ hereinafter referred to as " _____ " scheduled to be performed in the Plaza of the Park Madison Office Building in the City of Plainfield, on the following date(s) or rain date(s) as noted:

Costs shall be deemed to include, but not be limited to, investigation costs, reasonable attorney's fees, court costs, expert witnesses, reproduction costs, and long distance travel and phone expenses in connection with the defense and shall bear the prevailing interest rate, where applicable.

The _____ shall defend all claims and/or legal actions brought in any court of competent jurisdiction arising from any acts or omissions of the _____ its agents, volunteers, representatives or employees pertaining to the aforementioned public event(s) without expense to the UCIA, its agents, servants or administrators.

Signature Date: _____

Print name/title

Witness: _____ Date: _____