

Member Salerno introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY AUTHORIZING THE ADOPTION OF THE BY-  
LAWS OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY AS AMENDED**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey as a public body and 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

**WHEREAS**, the Authority is governed by the By-Laws of the New Jersey Union County Improvement Authority (the "By-Laws"); and

**WHEREAS**, the Authority has determined to amend its By-Laws to make them current with applicable law and modern technology such as internet communications and email; and

**WHEREAS**, the Policy and By-Laws Committee of the Board has reviewed amendments and revisions to the By-Laws and has recommended them; and

**WHEREAS**, the Authority desires that the By-Laws as amended be adopted, in the form attached hereto and made part hereof, and that the same be regarded as the By-Laws of the Authority effective immediately.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Authority that the By-Laws of the New Jersey Union County Improvement Authority as amended are adopted as and shall serve as the By-Laws of this Authority, until such time as they are further amended or revised.

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

**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 ADOPTION OF THE BY-LAWS OF THE UNION COUNTY IMPROVEMENT AUTHORITY AS AMENDED** is a true copy of a resolution adopted by the governing body of the Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

Dated: May 7, 2014

(SEAL)

BY-LAWS  
OF THE  
UNION COUNTY IMPROVEMENT AUTHORITY

Revised May 2014

Adopted by Resolution 26-2014, May 7, 2014

Union County Improvement Authority  
1499 Routes 1 and 9  
Rahway, New Jersey 07065  
732- 382-9400  
<http://ucimprovementauthority.org>

**BY-LAWS OF**  
**THE UNION COUNTY IMPROVEMENT AUTHORITY**

**ARTICLE I**  
**GENERAL PROVISIONS**

**Section 1.1 Name of the Authority.** The name and title of this Authority shall be the Union County Improvement Authority.

**Section 1.2 Office.** The administrative offices of the Authority shall be located at 1499 Routes 1 and 9 North, Rahway, New Jersey 07065.

**Section 1.3 Seal.** The Seal of the Authority shall contain the following words:  
IMPROVEMENT AUTHORITY OF UNION COUNTY, NEW JERSEY.

**Section 1.4 Fiscal Year.** The fiscal year of the Authority shall begin on January 1 and end on December 31.

**Section 1.5 Powers of the Authority.** The Authority is a public body politic and corporate constituting a political subdivision of the State of New Jersey established as an instrumentality exercising public and essential governmental function to provide for the public health and welfare. It shall have perpetual succession and all of the powers conferred by N.J.S.A. 40:37A-44 *et seq.*

**Section 1.6 Authority Membership.** The Authority shall consist of nine (9) regular Members. Members' terms of office shall be established by the Union County Board of Freeholders in accordance with County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.*

**Section 1.7 Vesting of Powers.** The powers of the Authority shall be vested in its Members.

**Section 1.8 Exercise of Powers.** Consistent with the powers conferred upon the

Authority by N.J.S.A. 40:37A-44 *et seq.*, the Authority shall exercise all enumerated, necessary and implied powers in the broadest possible sense to fulfill its responsibilities as a public body politic and corporate, discharging essential government services to provide for the public health and safety. The broad exercise of power and liberal interpretation thereof shall apply to the Authority's actions in all events, but specifically, to its actions in effecting its powers under these by-laws and N.J.S.A. 40:37A-44 *et seq.*

## **ARTICLE II MEETINGS**

**Section 2.1 Annual Meetings.** The Annual Meeting of the Authority shall be held during the Authority's Regular Meeting in February.

**Section 2.2 Regular Meetings.** The date, time and place of the Regular Meetings of the Authority shall be fixed by resolution, to be adopted at the Annual Meeting. Should it thereafter be necessary to change the date, time or place of a Regular Meeting, the Chairperson shall be authorized to do so by notifying all Members. Notice of the change shall also be given to the public in accordance with the Open Public Meetings Act.

**Section 2.3 Quorum.** A majority of the full membership of the Authority shall constitute a quorum for any meeting. Once established at any meeting, a quorum shall not be dissipated in the event a Member of the quorum vacates the membership

**Section 2.4 Preliminary Agendas.** The Executive Director and General Counsel shall prepare preliminary agendas and draft proposed resolutions with attached documentation to be distributed to the Members of the Authority not later than three (3) days prior to the meeting dates.

**Section 2.5 Special Meetings.** Special Meetings of the Authority may be called by

the Chairperson. The Chairperson may also call a Special Meeting upon the written request of the majority of the Members of the Authority. Written notice of a Special Meeting shall be delivered personally or by mail or email, not less than 48 hours prior to the date of the meeting. The notice shall state the business to be transacted at the meeting. Special Meetings shall be conducted in accordance with the Open Public Meetings Act, N.J.S.A. 40:10:4-6 *et seq.*

**Section 2.6 Emergency Meetings.** Emergency Meetings may be called without notice, in accordance with the exceptions set forth in the Open Public Meetings Act, by an affirmative vote of three-quarters of the Members present or by a determination that the matter to be considered is of such urgency and importance that delay would likely result in substantial harm to the public interest. At an Emergency Meeting, only the urgent matter for which the meeting was convened may be considered. Action taken in an Emergency Meeting shall require the same quorum and affirmative vote as specified in Sections 2.3 and 2.11 of these by-laws.

**Section 2.7 Telephonic Meetings.** The Board may conduct regular, special or emergency meetings by telephone conference, provided, however, that the conference is broadcast in the location selected for meetings of the Board pursuant to Section 2.2.2 of these by-laws, and the public is able to participate in the meeting as per Section 2.11.

**Section 2.8 Public Participation.** All meetings shall be open to the public. The Authority, upon motion, has the right to close the meeting to the public for discussion of any action or matter falling within the exceptions contained in the Open Public Meetings Act. A member of the public shall be limited to one (1) appearance and shall speak for no more than five (5) minutes. The Chairman may limit individuals to less than five (5) minutes if the Chairman deems the statements made by the public to be repetitive; the number of persons wishing to address the Board appears to be large; or if the weather or lateness of the hour so requires. A member of the public may not speak for

more than the allotted time by requesting to use any other person's time or portion thereof. All questions from the public shall be directed through the Chairman.

**Section 2.9 Telephonic or Internet Participation.** Members may participate in any meeting, be considered as part of a quorum, and vote on any matter by the use of telephone equipment or such other medium not requiring the physical presence of a Member, provided that such participation permits the public to hear the comments and votes of every Member.

**Section 2.10 Quorum.** A majority of the Board Members shall constitute a quorum for the purpose of conducting the Authority's business and exercising its powers and for all other purposes.

**Section 2.11 Voting.** All actions of the Authority shall be taken by resolution of the Authority requiring an affirmative vote of a majority of the Members present and voting, unless state law or these by-laws require a different number of votes. All voting by Members of the Authority shall be by public roll call and shall be recorded by the Clerk. If there is no objection by any Member, the Board may adopt more than one legislative item at one time by one roll call.

**Section 2.12 Order of Business.** The Order of the Business at regular meetings shall be as follows:

1. Call to Order.
2. Notice of Compliance with Open Public Meetings Act.
3. Roll Call.
4. Pledge of Allegiance.
5. Communications
6. Public Comment
7. Report of Executive Director
8. Reports of Committees, Staff and Counsel
9. Resolutions/ Consent Agenda
10. Unfinished Business.
11. New Business.
12. Adjournment.

Pursuant to Sections 3.1, 3.2, and 3.2, the election of officers at the Annual Reorganization Meeting shall precede the Report of Executive Director.

**Section 2.13 Parliamentary Authority.** Except where superseded by law or by these by-laws, ROBERTS RULES OF ORDER (most current edition) shall be the parliamentary authority for all meetings.

**Section 2.14 Minutes of Meetings.** The minutes of Authority meetings shall be prepared and recorded free of extraneous material. Minutes shall note motions and resolutions made, the votes thereon, and all topics discussed at Authority meetings. The Authority may provide for the electronic tape recording of any or all of its open public meetings solely for the purpose of assisting the Clerk in preparation of the minutes. Minutes of Authority meetings shall be approved by the Authority at the next meeting of the Authority, or as soon thereafter as possible. Upon approval, minutes shall be made available to the public promptly.

**Section 2.15 Minutes of Executive Sessions.** Minutes of Executive Sessions shall be approved by the Authority at the next meeting of the Authority, or as soon thereafter as possible. Minutes of Executive Sessions shall be kept and maintained as confidential until such time as a reason no longer exists to maintain the minutes as confidential, as required by the provisions of the Open Public Meetings Act and the Open Public Records Act. Such determinations may be made periodically, by resolution of the Authority setting forth its determination that the matters contained in certain closed session minutes no longer require confidentiality or on a case by case basis by General Counsel in response to requests for specific Executive Session minutes.



### **ARTICLE III** **OFFICERS**

**Section 3.1 Officers.** The Authority's Officers shall be Chairperson, Vice Chairperson, Secretary and Treasurer and such other assistant officers as the Authority may determine necessary by Resolution for its sufficient operation. The Chairperson, Vice Chairperson, Treasurer and Secretary shall be Members of the Authority.

**Section 3.2 Election of Chairperson, Vice Chairperson, Secretary and Treasurer.** The Chairperson, Vice Chairperson, Treasurer and Secretary of the Authority shall be elected at the Annual Meeting. They shall serve for one (1) year, until the next Annual Meeting and thereafter until their successors have been elected and duly qualified, except as hereinafter provided.

**Section 3.3 Vacancies.** Should any office become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

**Section 3.4 Duties of Officers.**

**a. Chairperson.** The Chairperson shall be responsible for and preside over, the deliberations of the Authority and conduct the meetings thereof. The Chairperson shall, on all occasions, preserve order and decorum, and may cause the removal of all persons who interrupt the orderly proceedings of the Authority. He shall, with the advice of General Counsel, decide all questions of order. The Chairperson shall be an ex-officio member of all Standing and Special Committees, and shall be informed in advance of all meetings of such Committees.

Unless the Authority otherwise authorizes, the Chairperson shall, with the Treasurer, sign all checks, drafts, notes, requisitions of funds, contracts and other agreements and

obligations of the Authority. The Chairperson shall enforce these by-laws and perform all the duties incident to the position and office required by-law. He or she shall sign the minutes after they are approved by the Authority.

**b. Vice Chairperson.** In the absence of the Chairperson, the Vice Chairperson shall have all powers necessary to perform the duties of Chairperson. The Vice Chairperson shall also receive notice of all Standing and Special Committee meetings and shall be permitted to participate in the deliberations, in the absence of the Chairperson.

**c. Secretary.** The Secretary shall review the accuracy of the minutes of the organization as prepared by the Clerk prior to their submission to the Authority. The Secretary shall also co-sign minutes with the Clerk prior to the action of the Authority on the minutes. He or she shall assume such other duties and obligations as shall be set forth from time to time by the Authority.

**d. Treasurer.** The Treasurer shall co-sign all checks, drafts, notes, requisitions of funds, contracts and other agreements and obligations of the Authority. He or she shall be a member of the Finance and Budget Committee. The Treasurer shall prepare and disseminate a monthly report of all accounts receivable for review by the Authority other duties and obligations as shall be set forth from time to time by the Authority. The Treasurer shall enforce the policy of the Authority that requires all professionals, consultants, vendors, and companies doing business with the Authority and submitting monthly vouchers for payment of services and goods rendered, to submit such vouchers no later than three (3) days prior to a Regular Meeting of the Authority. Any voucher submitted after that time shall not be considered by payment until the next Regular Meeting.

**ARTICLE IV**  
**DESIGNATION OF ALTERNATE OFFICERS**

**Section 4.1 Appointment.** In the interest of ensuring the efficient operation of the Authority, the Chairperson, or the Vice Chairperson, in the Chairperson's absence, may appoint any Member of the Authority to act as an alternate for any officer of the Authority in those instances where said officer is unable to perform his duties by virtue of incapacity, unavailability, or refusal to perform his ministerial acts.

**Section 4.2 Powers.** The Authority Member appointed by the Chairperson as an alternate officer shall have the full authority to act in the place of any officer who is unable to perform his or her duties as set forth in Section 1 hereof. The term of service for an alternate officer shall be determined by the Chairperson when the appointment is made, and the Chairperson shall expressly set forth the terms and conditions upon which the alternate officer shall act.

**ARTICLE V**  
**COMMITTEES**

**Section 5.1 Standing Committees.** The Authority may have the following standing committees: Finance and Budget; Operations; Personnel, Procurement and Insurance; Policy, Ethics and By-Laws; Projects Liaison; Public Information. Members of the Standing Committees shall be chosen each year at the Annual Reorganization Meeting. The Authority may add other Standing Committees by amendment to these By-Laws.

**Section 5.2 Committee Membership.** Each Standing Committee shall consist of no more than three (3) members, one of whom shall serve as Chairman of the Committee.

**Section 5.3 Special Committees.** The Chairperson may appoint such committees as are deemed necessary for the efficient conduct of the business of the Authority. Special Committees

shall be given powers and duties necessary to their purposes, except that no Special Committee shall consist of more than three (3) Members or be given powers or duties that are assigned by statute or these by-laws to the membership as a whole, or to any Standing Committee or Officer, or the Chairperson.

**Section 5.4 Appointment.** Except where specified by these by-laws, the determination and appointment of Members of a Committee and its Chairperson shall be made by the Chairperson of the Authority. The appointment of Members to Committees as set forth herein shall be subject to the advice and consent of the Authority Members, including appointments to Special Committees pursuant to Section 5.3.

**Section 5.5 Duties of Standing Committees.** The duties of the Standing Committees may include, but not be limited to, the duties described below:

a. **Finance and Budget Committee.** The Committee review vouchers submitted for payment to the Authority and certify the same for payment, and shall make recommendations from time to time with respect to matters concerning the Authority's finances. The Committee shall review the annual budget with the Authority's accountants..

b. **Operations Committee.** The Committee shall ensure the proper, safe and efficient operations of Authority facilities to the extent allowed by law.

c. **Personnel, Procurement and Insurance Committee.** The Committee shall review wage policies, salary increments and make appropriate recommendations with regard thereto and to the retention of employees for the Authority. It shall review any disciplinary action against any employee or officer of the Authority as may be recommended by the Executive Director and make written recommendations to the Authority in this regard. The Committee shall implement the procedures for the Procurement of Professional Services as set

forth in Section 6.3, and, from time to time, make recommendations to the Authority with respect to the Authority's insurance policies.

**d. Policy, Ethics and By-Laws Committee.** The Committee shall make recommendations concerning new policies and amendments to Authority policies and the by-laws on an as-needed basis. The Committee shall, at the Annual Meeting, review with Members of the Authority and Authority employees the applicable ethical standards as required by relevant law, including the County Improvement Authorities Law, N.J.S.A. 37A:44-1, *et seq.*, and Local Government Ethics Law, N.J.S.A 40A:9-22.1, *et seq.*

**e. Projects Liaison Committee.** The Committee shall act as the liaison for the Board and regarding the Authority's public projects. The Committee shall keep the Members informed about the nature of the Authority's projects, project schedules and status, and any issues arising out of the projects.

**f. Public Information Committee.** The Committee's purpose is to keep the public informed about the Authority's activities. The Committee may issue press releases from time to time, and communication with the press concerning Authority matters.

**Section 5.6 Committee Agendas.** The Executive Director shall prepare an agenda for the Committee meetings, and submit same to the Members of the Committee and to the Chairperson of the Authority for review prior to the Committee meeting. The agenda shall be retained by the Executive Director as a record of the Committee meeting.

**Section 5.7 Advisory Boards.** The Chairperson may establish advisory boards, consisting of concerned and interested public citizens as non-voting board members, to assist the Authority's Standing and Special Committees, as may from time to time be deemed necessary or advisable. The appointment of advisory board members shall be subject to the

advice and consent of the Authority.

## **ARTICLE VI**

### **EMPLOYEES, STAFF AND PROFESSIONALS**

**Section 6.1 Appointments.** The Authority may appoint and employ (without regard to the provisions of Title 11A of the Revised Statutes) full or part-time employees, including an Executive Director and Clerk, and such managerial personnel, support staff, technical advisors and experts, professional employees and persons who render professional services as set forth in N.J.S.A. 40:37A-44 *et seq.*, as the Authority may determine necessary for its efficient operations. The Authority shall determine the qualifications, duties and compensation of all employees.

**Section 6.2 Terms and Conditions.** The terms and conditions of appointment to or employment with the Authority shall be as set forth in a resolution , or in any agreement as may be executed between the Authority and the appointee or employee. The provisions of this section shall not apply to the procurement of professional and consultant services.

**Section 6.3 Procurement of Professional Services.** It shall be the policy of the Authority to make professional appointments on the basis of demonstrated competence and qualifications for the type of services required by the Authority at fair and reasonable fees or compensation. This policy shall apply to the hiring, contracting and appointing of all professionals to provide professional services as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-5. At the discretion of the Authority, the Authority may determine to solicit Requests for Qualifications pursuant to N.J.S.A. 19:44A-20.4 *et seq.*

Every contract for professional services shall be negotiated with the professional by the

Executive Director and General Counsel to the Authority and approved by the Authority. The contract shall contain a scope of services provision. The duties and tasks of professional service providers shall be assigned by the Authority, the Chairperson, or the Executive Director.

#### **Section 6.4 Duties of Employees, Staff and Professionals.**

**a. Executive Director.** The Executive Director shall perform the administrative duties and control the day to day operations as designated by the Authority. The Executive Director shall have absolute discretion to make expenditures necessary to the day to day operations of the Authority, without the necessity of consultation with, or prior approval from, the Chairperson or the Authority's Board of Commissioners, whenever such expenditures for goods or services shall be \$15,000.00 or less. The Executive Director shall have the obligation to secure the prior approval of the Chairperson whenever it is determined that a necessary expenditure for goods or services will fall within a range greater than \$15,000.00 but less than the applicable statutory bid threshold under the Local Public Contracts. In the event that the Chairperson of the Authority is unavailable for prior authorization, the Executive Director shall secure such prior authorization from the Vice Chairperson or next ranking officer, or next ranking member of the Authority by seniority as may be available in such emergent circumstance, prior to making the actual expenditure.

**b. Clerk.** The Clerk shall be appointed and employed by the Authority. The Clerk's term of office shall be as set forth in the Resolution appointing the Clerk pursuant to these by-laws. The Clerk shall attend all meetings of the Authority, act as recording secretary, and record all votes. The Clerk shall keep a record of the proceedings of the Authority in bound form, in a Minute Book and Resolution Book to be maintained for such purpose. He or she shall keep the seal of the Authority in safe custody and shall affix such seal to all papers authorized to

be executed by the Authority requiring such seal to be affixed. The Clerk may cause copies to be made of all minutes, resolutions and other records and documents of the Authority, and certify under the seal of the Authority that such copies are true copies, and all persons dealing with the Authority may rely on such certification. He or she shall perform such other duties as are incident to the office or as may be assigned from time to time by the Authority. The Clerk shall be responsible for responding to requests made to the Authority pursuant to the Open Public Records Act.

**c. Staff Personnel.** The duties and obligations of all staff personnel shall be set forth from time to time by the Authority as stated in the respective job description.

**d. General Counsel.** The Authority shall appoint the General Counsel, who shall be the legal advisor of the Authority, and who shall furnish such opinions, advice and counsel as shall, from time to time, be required. The General Counsel shall represent the Authority in all legal matters or hearings, as directed by the Authority, and shall perform such other duties as shall be assigned to him or her by the Authority.

**Section 6.5 Affirmative Action Policy.** It shall be the Authority's policy to provide fair and equitable treatment for all employees regardless of race, religion, color, national origin, age, gender, disability, sexual orientation or affection, marital status, blood borne pathogens, military or veterans' status, in compliance with federal, state and local laws.



**ARTICLE VII**  
**INDEMNIFICATION AND DEFENSE OF EMPLOYEES**

**Section 7.1 Definition of Employee.** For the purpose of this Article, the term "Employee" shall include a Member of the Authority, and any employee, former employee, full-time or part-time, whether or not compensated, who is or was authorized by the Authority to perform any act or service; provided, however, that the term shall not include an independent contractor.

**Section 7.2 Indemnification.** The Authority has the discretion to indemnify any Employee for acts performed within his or her authority as determined by the Authority. This Article authorizes the Authority to pay compensatory damages only. Nothing in this Article authorizes the Authority to pay for punitive or exemplary damages or damages arising from the commission of a crime pursuant to N.J.S.A 59:9-2.

**Section 7.3 Refusal to Defend or Indemnify.**

The Authority may refuse to provide for the defense of an action referred to in this Article if it determines that:

1. The act or omission was not within the scope of employment; or
2. The act or omission was the result of actual fraud, willful misconduct or actual malice; or
3. The defense of the action or proceeding by the Authority would create a conflict of interest between the Authority and the Employee .

If the Authority refuses to provide for the defense of an Employee, the Employee shall be entitled to indemnification from the Authority if he or she can establish that the act or omission upon which the claim or judgment was based occurred within the scope of employment as an employee of the Authority, and within the scope of the employee's duties.

**Section 7.4 Employee's Duty to Notify and Cooperate with Authority.** To qualify for indemnification under this Article, an Employee shall, within ten (10) calendar days of the

time he or she is served with any summons, complaint, process, notice, demand or pleading, the Employee delivers the original or a copy hereof to the Chairperson or the Executive Director. Upon such delivery, the Authority may assume exclusive control of the Employee's representation, and the Employee shall cooperate fully with the Authority's defense. Any Employee who fails to do so shall lose the right to indemnification and defense as provided in this Article.

## **ARTICLE VIII**

### **BY-LAW AMENDMENTS**

**Section 8.1 Procedure.** These by-laws, which incorporate legislative directives as embodied in the New Jersey Statutes, may not be altered, amended or repealed except by resolution of the Authority, which shall be adopted by an affirmative vote of at least five (5) Members of the Authority at any meeting called for the purpose of amending the by-laws or at any Regular Meeting, so long as notice of the proposed amendment is included on the agenda of the meeting. In the event a meeting is called for the purpose of amending the by-laws, written notice of the meeting shall have been sent to each Member at least ten (10) days before the date set for such meeting. The notice shall state the amendments proposed to be made in the by-laws.

**Section 8.2 Distribution.** A copy of the within by-laws shall be furnished to each new Member of the Authority.

**RESOLUTION NO.: 38-2014**

Member Salerno introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
APPROVING THE MINUTES OF THE REGULAR MEETING AND THE  
MINUTES OF THE EXECUTIVE SESSION OF APRIL 2, 2014**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey), as a public body and 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

**WHEREAS**, the Authority, pursuant to its By-Laws, makes and retains minutes of its meetings, including its Regular Meetings, and also makes and retains minutes of any Executive Sessions that occur during a meeting; and

**WHEREAS**, the Authority has prepared minutes of its Regular Meeting of April 2, 2014, and minutes of its Executive Session of April 2, 2014, (the "Minutes") and has presented the Minutes to the Commissioners for review;

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Minutes are hereby approved and released for publication in accordance with law.

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

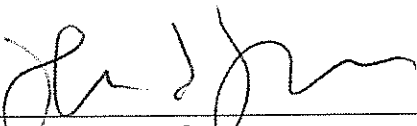
**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson			✓	
John Salerno, Secretary			✓	
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 MINUTES OF THE REGULAR MEETING AND THE MINUTS OF THE EXECUTIVE SESSION OF APRIL 2, 2014** is A a true copy of a resolution adopted by the governing body of the Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
 John Salerno, Secretary

Dated: May 7, 2014

(SEAL)

1675507

**RESOLUTION NO.: 39-2014**

Member Salerno introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
APPROVING A BILL LIST AND THE RELEASE OF VOUCHERS FOR  
PROCESSING AND PAYMENT, SUBJECT TO CERTIFICATION THAT  
SUFFICIENT FUNDS ARE AVAILABLE**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey), as a public body and 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

**WHEREAS**, the Authority may incur expenses on behalf of specific projects as well as for its general and administrative needs; and

**WHEREAS**, the Authority has reviewed the invoices which are summarized on the Bill List attached hereto and made part hereof, and has determined that all invoices are correct, genuine and eligible for payment;

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Interim Executive Director be authorized to release vouchers for the processing and payment of the invoices on the attached Bill List, subject to certification that sufficient funds are available.

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

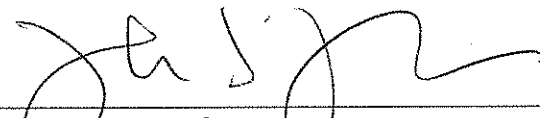
**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 A BILL LIST AND THE RELEASE OF VOUCHERS FOR PROCESSING AND PAYMENT, SUBJECT TO CERTIFICATION THAT SUFFICIENT FUNDS ARE AVAILABLE** is a true copy of a resolution adopted by the governing body of the Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
John Salerno, Secretary

Dated: May 7, 2014

(SEAL)

RESOLUTION NO. 40-2014

Member Galvin introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING THE EXECUTION OF A SHARED SERVICES  
AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE COUNTY  
OF UNION CONCERNING THE PROCUREMENT OF  
MANAGEMENT/CONCESSIONAIRE SERVICES FOR THE GALLOPING  
HILL AND THE ASH BROOK GOLF COURSES LOCATED IN UNION  
COUNTY**

**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.* (the "Act"), and the acts amendatory thereof and supplemental thereto; and

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

**WHEREAS**, on January 9, 2013, the Authority the County entered into a Memorandum of Understanding concerning the possible sale of the Golf Courses to the Authority; and

**WHEREAS**, the Golf Courses are currently managed by Kemper Sports Management ("Kemper"), pursuant to a qualified management contract between the County and Kemper, which will expire in August 2014, and

**WHEREAS**, the Parties agree that the continued management and award of a concession for the Golf Courses by a professional golf course management firm would be in the best interests of the County and its residents; and

**WHEREAS**, the County has requested that the Authority, consistent with its powers under the Act, undertake a competitive contracting procurement (the "Procurement") pursuant to N.J.S.A. 40A:11-4.1 *et seq.*, for proposals from qualified golf course management firms to operate and manage the Golf Courses for a period not to exceed five (5) years; and

**WHEREAS**, The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, permits local government units such as the County and the Authority to share services for particular purposes and effectuate agreements for any service or circumstance that will aid and encourage a the goals and obligations of the local units; and

**WHEREAS**, the Authority and the County wish to clarify and confirm the terms and conditions by which the Authority will undertake the Procurement, which have been set forth in a Shared Services Agreement, a copy of which is attached hereto and made part hereof;

**NOW, THEREFORE BE IT RESOLVED**, by the Union County Improvement Authority that the Chairman is authorized to execute the Shared Services Agreement 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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 SHARED SERVICES AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE COUNTY OF UNION CONCERNING THE PROCUREMENT OF MANAGEMENT/CONCESSIONAIRE SERVICES FOR THE GALLOPING HILL AND THE ASH BROOK GOLF COURSES IN UNION COUNTY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

Dated: May 7, 2014  
[SEAL]



**SHARED SERVICES AGREEMENT**  
**By and Between the**  
**UNION COUNTY IMPROVEMENT AUTHORITY**  
**and the**  
**COUNTY OF UNION, STATE OF NEW JERSEY**

**CONCERNING THE PROCURMENT OF MANAGEMENT/CONSESSIONAIRE**  
**SERVICES FOR THE GALLOPING HILL AND THE ASH BROOK**  
**GOLF COURSES LOCATED IN UNION COUNTY**

**THIS AGREEMENT ("AGREEMENT")** is made by and between the UNION COUNTY IMPROVEMENT AUTHORITY, a body corporate and politic of the State of New Jersey, having offices at Union County Administration Building, 10 Elizabethtown Plaza, 6<sup>th</sup> floor, Elizabeth, New Jersey 07207 (hereinafter referred to as "UCIA"), and the COUNTY OF UNION, a body corporate and politic of the State of New Jersey, having offices at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as the "County"). The UCIA and the County are hereinafter referred to collectively as "the Parties."

**WITNESSETH:**

**WHEREAS**, the County created the UCIA pursuant to the county improvement authorities law, constituting Chapter 183 of the Laws of New Jersey of 1960 and the acts amendatory thereof and supplemental thereto, (the "Act") for the express purpose, among other things, of facilitating the development and financing of public facilities and development projects within the County; and

**WHEREAS**, pursuant to the terms of the Act, the UCIA is authorized to provide public facilities, as such term is defined therein, within the County, including the financing of the acquisition and/or construction of same; and

**WHEREAS**, on February 4, 2013, the UCIA and the County entered into that certain Memorandum of Understanding (the "MOU") concerning the potential sale of the Galloping Hill and Ash Brook Golf Courses (the "Golf Courses") from the County to the UCIA; and

**WHEREAS**, the Golf Courses are currently being managed by Kemper Sports Management ("Kemper"), pursuant to a qualified management contract between the County and Kemper, which will expire in August of 2014 (the "Kemper Contract"); and

**WHEREAS**, the Parties agree it would be in the best interests of the County, and the residents of the County, to continue having the Golf Courses managed by a professional golf course management firm; and

**WHEREAS**, the County desires to have the UCIA undertake a competitive contracting procurement, pursuant to N.J.S.A. 40A:11-4.1 et seq., to obtain management/concessionaire proposals from qualified firms for the operation and management of the Golf Courses for a period not to exceed five (5) years; and

**WHEREAS**, the UCIA and the County wish to clarify and confirm the terms and conditions by which the UCIA will undertake a procurement for proposals from qualified management/concessionaire firms to provide for the operation and management of the Golf Courses (the "Golf Services") in the form an agreement; and

**WHEREAS.** The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses, and

**WHEREAS,** pursuant to N.J.S.A. 40A:11-5(2), the UCIA and the County are each authorized to enter into this Agreement without public advertising for bids; and

**WHEREAS,** each of the above Parties has adopted a resolution authorizing the execution of this Agreement,

**NOW, THEREFORE,** in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement as if set forth at length herein.

2. Golf Services. The Services rendered or to be rendered by the Parties to one another include the following:

Procurement of a Qualified Management/Concessionaire Services Contract to Operate and Manage the Golf Courses:

A. Competitive Contracting Concessionaire RFP – The UCIA will undertake and administer a competitive contracting management/concessionaire Request for Proposals (“RFP”) process on behalf of the County to obtain management/concessionaire proposals from qualified firms to provide professional golf course operation and management services for a period of time of up to five (5) years. The UCIA shall include within the RFP provisions encouraging proposers to offer proposal options that include rate structures established through the process known as dynamic pricing. Dynamic pricing, if accepted by the County, will be based upon information provided by the Successful Proposer concerning market pricing and demand for tee times and other services offered at the Golf Courses. The Parties understand that it is the County's intent is to always maintain a rate structure for the Golf Courses that will maintain accessibility for Union County residents. The Parties understand that dynamic pricing will allow the County and the Successful Proposer to manage the Golf Courses in a more efficient and profitable manner.

The RFP shall also contain language ensuring that the County will maintain the flexibility to decide whether it shall continue to own the Golf Courses or lease the Golf Courses to the UCIA, a decision that has not yet been made by the County.

B. Proposal Evaluation and Recommendation of Award – The UCIA will form an evaluation team consisting of County, UCIA representatives as well as UCIA professionals to evaluate proposals received in response to the RFP, develop a formal evaluation report and provide a recommendation to the County for the award of a Qualified Management Contract to most qualified proposer.

3. Compensation. The UCIA agrees to provide the Services herein to the County in exchange for the sum of not to exceed \$25,000.00, to be paid upon receipt of periodic vouchers,

and other good and valuable consideration.

4. Effective Date. This Agreement shall become effective upon its execution, following the Parties' adoption of resolutions approving the terms and conditions of this Agreement.

5. Term. The term of this Agreement shall be for a period not to exceed nine (9) months.

6. Termination. This Agreement may be terminated for any reason by either Party upon thirty (30) days' written notice.

7. Obligation of the Parties. Each Party agrees to fully fund its obligations, if any, under this Agreement and to make such budget appropriations and adopt such resolutions as are reasonably necessary pursuant to the laws of the State of New Jersey to provide such funds.

8. Compliance with Law. Each Party is responsible for compliance with such statute, rules and regulations as may be applicable during the term of this Agreement.

9. Counterparts: This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.

10. Entire Agreement. This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolutions duly adopted by the governing bodies of each of the Parties.

11. Provisions of Law. All provisions of law which are not enumerated in this Agreement, but which are required to be made a part of it are hereby deemed incorporated herein.

12. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

13. Transferability of Interest. Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement<sup>1</sup> without the written consent of the other Party, except that the County recognizes that the Authority shall perform the services required by this Agreement through the use of its professionals and consultants.

14. Affirmative Action Requirements. During the performance of this Agreement, the Parties agree to comply with the requirements of N.J.S.A. 10:5-31 et seq. regarding mandatory equal opportunity in employment, as set forth in Exhibit A.

**IN WITNESS WHEREOF**, the parties have, through the appropriate officials thereof, executed and sealed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:      UNION COUNTY IMPROVEMENT AUTHORITY**

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

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

**ATTEST:      COUNTY OF UNION**

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

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

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127); N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval; OR  
Certificate of Employee Information Report; OR  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Member Galeno introduced and moved the adoption of the following resolution and Member McYhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY APPROVING CHANGE DIRECTIVE #1 FOR THE UNION  
COUNTY COLLEGE CLASSROOM CONSTRUCTION PROJECT  
(CRANFORD CAMPUS) RELATING TO THE REMOVAL, STORAGE  
AND REINSTALLATION OF SOLAR PANELS**

**WHEREAS**, the Union County Improvement Authority ("Authority") has been created by resolution of the Board of Chosen Freeholders of the County of Union, 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. 40:37-44, et. seq. and the acts amendatory thereof and supplemental thereto; and

**WHEREAS**, the Union County College ("College") is a public comprehensive community college, accredited by the Middle States Commission on Higher Education, instituted in 1933 pursuant to N.J.S.A. 18A:64A-50, et seq., and operating pursuant to N.J.S.A. 18A:64A-1 et. seq., to the extent the latter provisions do not conflict with the former, with campuses in Cranford, Elizabeth, Plainfield, and Scotch Plains, New Jersey; and

**WHEREAS**, the College and the Authority have entered into a Shared Services Agreement, pursuant to N.J.S.A. 40A:65-1 et. seq., for the purpose of construction of a campus classroom and student services center at the Cranford campus ("Project"), whereby construction bids are due for the Project on or about May 15, 2014; and

**WHEREAS**, the Authority and the College, together with Tioga Solar Union County 1, LLC ("Company"), had also previously entered into a series of agreements relating to the Authority's Renewable Energy Program, namely a Power Purchase Agreement and Site License Agreement, as amended (collectively, the "Renewable Energy Program Agreements"), resulting in the construction of solar panels on the College facility subject to the Project; and

**WHEREAS**, as a result of the Project, the solar panels will have to be removed, stored and subsequently reinstalled by the Company's subcontractor (Pro-Tech Energy) in accordance with the provisions of the Power Purchase Agreement, as amended, and more particularly pursuant to the terms of the second amendment thereto; and

**WHEREAS**, as a result of the need to remove the panels and in connection with the terms of the Renewable Energy Program Agreements, the College, through the Authority, has requested this Change Directive #1 to be directed to the Project and the Project fund pursuant to the terms of the second amendment of the Power Purchase Agreement and the projected costs contained therein.

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

1. At the request of the College, Change Directive #1 is hereby approved for the Project in accordance with the terms of the second amendment to the Power Purchase Agreement, allowing the Company's subcontractor (Pro-Tech Energy) to proceed with the removal, storage and subsequent reinstallation of the solar panels from the Project facility, at a cost not to exceed \$180,000, and thereby invoicing the Project fund directly per the terms thereof.

2. This resolution shall take effect immediately.

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

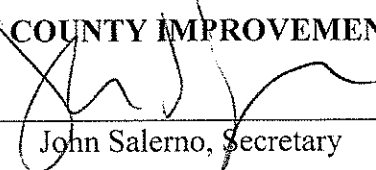
**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 CHANGE DIRECTIVE #1 FOR THE UNION COUNTY COLLEGE CLASSROOM CONSTRUCTION PROJECT (CRANFORD CAMPUS) RELATING TO THE REMOVAL, STORAGE AND REINSTALLATION OF SOLAR PANELS** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
John Salerno, Secretary

Dated: May 7, 2014  
(SEAL)

Member Salerno introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING SETTLEMENT OF MORNING STAR COMMUNITY  
DEVELOPMENT URBAN RENEWAL CORPORATION, INC. v. THE UNION  
COUNTY IMPROVEMENT AUTHORITY AND THE CITY OF LINDEN,  
DOCKET NO. UNN-L-1337-12**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders 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

**WHEREAS**, the City of Linden (the "City") by resolution adopted June 17, 2003, determined that Block 84, Lots 1 through 7 and Block 91, Lots 1 through 12 in the City comprised an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, also known as the St. Georges Avenue – Phase II Redevelopment Area (the "Redevelopment Area"); and

**WHEREAS**, the Authority and the City entered into a Shared Services Agreement in 2003 (the "Agreement"), in accordance with Improvement Authorities Law and the Local Redevelopment and Housing Law, pursuant to which the Authority was designated as the Redevelopment Entity for the Redevelopment Area, and Morning Star Community Development Urban Renewal Corporation, Inc. ("Morning Star") was thereafter designated as the Redeveloper for the Redevelopment Area; and

**WHEREAS**, the Authority approved the issuance of \$3,500,000 in bonds, guaranteed by the City, to fund the redevelopment of the Redevelopment Area by Morning Star (the "Project"); and

**WHEREAS**, in 2007, the City, the Authority and Morning Star entered into an Amended and Restated Redevelopment Agreement (the "RRA") concerning the Project; and

**WHEREAS**, during the course of the Project, disputes arose among the Parties with respect to various aspects of the Project contemplated by the terms of the RRA, which resulted in the City and the Authority terminating the RRA and also terminating Morning Star's status as the Redeveloper; and

**WHEREAS**, in 2012, Morning Star initiated a lawsuit against the City and the Authority, in the Superior Court of New Jersey, Union County, Docket No. UNN-L-1337-12 (the "Lawsuit"), in which Morning Star claimed, among other things, wrongful termination of the RRA and its status as Redeveloper; and

**WHEREAS**, the Authority and the City asserted counterclaims in the Lawsuit to recoup certain demolition and asbestos remediation costs they had expended to prepare the Project area for construction, as required by the RRA; and

**WHEREAS**, the Authority, the City and Morning Star have agreed that it is in their respective best interests to avoid uncertain, costly, and continued litigation, and have determined to amicably resolve, settle and compromise all outstanding issues, disputes and differences they have or may have in the Lawsuit; and



**WHEREAS**, the Authority, the City and Morning Star have agreed to the terms of settlement of all claims pursuant to the Settlement and Mutual Release attached hereto and made a part hereof; and

**WHEREAS**, it is necessary for the Authority to approve the Settlement and Mutual Release so that the settlement of the Lawsuit by the Parties can be finalized;

**NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY** hereby approves the Settlement and Mutual Release of the Lawsuit pursuant to the terms of the Settlement and Mutual Release Agreement in substantially the form attached hereto; and

**BE IT FURTHER RESOLVED** that the Union County Improvement Authority hereby authorizes the Executive Director to execute the Settlement and Mutual Release in substantially the form attached hereto, and a stipulation of dismissal and any other document the court may require in order to close the Lawsuit; 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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 SETTLEMENT OF MORNING STAR COMMUNITY DEVELOPMENT URBAN RENEWAL CORPORATION, INC. v. THE UNION COUNTY IMPROVEMENT AUTHORITY AND THE CITY OF LINDEN, DOCKET NO. UNN-L-1337-12** is a true copy of a resolution adopted by the governing body of the Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

Dated: May 7, 2014  
(SEAL)

### SETTLEMENT AND MUTUAL RELEASE

This Mutual Release, dated May \_\_, 2014, is given by and amongst MorningStar Community Development Urban Renewal Corporation, Inc. and MorningStar Community Development Corporation, Inc. (together hereafter "MorningStar"), the City of Linden, a Municipal Corporation of the State of New Jersey (the "City") and the Union County Improvement Authority (the "UCIA") (MorningStar, the City and the UCIA collectively the "Parties").

**WHEREAS**, the Parties had previously entered into an "Amended and Restated Redevelopment Agreement Between and Among the Union County Improvement Authority, Designated as the Redevelopment Entity for the St. Georges Avenue - Phase II Redevelopment Area by the City of Linden, New Jersey, and the City of Linden and MorningStar Community Development Urban Renewal Corporation, Inc. as Redeveloper" dated March 5, 2007 with respect to the redevelopment of the St. Georges Avenue - Phase II Redevelopment Area (the "Redevelopment Area", and the referenced agreement hereafter the "RDA"); and

**WHEREAS**, over time, disputes arose amongst the Parties with respect to various aspects of the Project contemplated by the terms of the RDA, which resulted in the City and the UCIA terminating the RDA, including MorningStar's status as designated redeveloper of the Redevelopment Area thereunder; and

**WHEREAS**, the disputes amongst the Parties under the RDA resulted in the commencement of litigation - including both claims by MorningStar for among other things wrongful termination of the

RDA and its status as designated redeveloper, and counterclaims by the City and the UCIA with respect to the recoupment of certain demolition and asbestos remediation costs - which is pending in the Superior Court of New Jersey - Law Division, Union County, and captioned "*MorningStar Community Development Urban Renewal Corporation, Inc. v. the Union County Improvement Authority, et als.*", Docket No. UNN-L-1337-12 (all claims asserted thereunder, the "Litigation"); and

**WHEREAS**, after ensuing discovery, motion practice and further discussions amongst the Parties, the Parties have agreed that it is in their respective, best interests to avoid unnecessary, uncertain and continued litigation and its attendant cost, by reaching an accommodation of the dispute amongst them; and

**WHEREAS**, the Parties desire to resolve all claims and disputes amongst them by: 1. payment of a) FIVE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$550,000.00) from the City to MorningStar, in consideration of the City's purchase of MorningStar owned property located within the City of Linden, and within the Redevelopment Area, and identified on its Tax Maps as Block 91, Lots 1 & 2, and also known as 1130 E. St. Georges Avenue (the "Property"), payable in accordance with the terms of a certain Contract for Sale of Real Estate, which is incorporated herein by reference (the "Real Estate Contract") b) a release of any claims the City has or could have brought against MorningStar (the "City Release") and c) a release of any claims the UCIA has or could have brought against MorningStar (the "UCIA Release"); 2. in exchange for a) MorningStar's conveyance of the Property to the City pursuant to

the terms and conditions of the Real Estate Contract and b) a release by MorningStar of any claim that could have been asserted against the City and the UCIA (the "MorningStar Release") (the City Release, the UCIA Release and the MorningStar Release collectively set forth in this "Mutual Release"), without any admission of law or fact against or in favor of either party; and

**WHEREAS**, subject to the foregoing, the Parties have agreed to amicably resolve, settle and compromise all outstanding issues, disputes and differences they have or may have existing as of the date of this Mutual Release, including those that are a part of the Recitals as set forth above (including without limit those which are the subject of the Litigation, and all of which are incorporated herein by reference as if set forth at length herein), in the manner as set forth below and as authorized by formal action of each the Parties as required by law;

**NOW THEREFORE**, in consideration of the mutual promises, agreements and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree:

1. **RELEASE AS TO THE CITY AND THE UCIA**. MorningStar hereby releases and gives up any and all claims and rights which it may have against the City and the UCIA. This Release applies to claims resulting from anything which has happened up to now including, but not limited to, any and all claims relating to the Recitals set forth above, including those surrounding the Litigation.

MorningStar, intending to be legally bound for itself, and as applicable its agents, attorneys, and successors and assigns, hereby releases and forever discharges both the City and the UCIA,

as well as their respective agents, officers, directors, elected officials, partners, shareholders, employees, representatives, affiliated entities, commissions, servants, attorneys and assigns, from any and all claims, debts, demands, damages, losses, covenants, contracts, promises, agreements, liabilities, costs, expenses, attorney's fees, actions or causes of action of any nature whatsoever, in law or equity, whether known or unknown, foreseen or unforeseen, accrued or not accrued, direct or indirect, which it ever had, now has, or can, shall or may have upon or by reason of any event, matter, cause or thing whatsoever against the City and the UCIA from the beginning of the world to the date of this general Mutual Release, including but not limited to all claims or causes of action in any way arising from, relating to, or based upon those claims referenced in the above Recitals, including those surrounding the Litigation.

2. RELEASE AS TO MORNINGSTAR. The City and the UCIA, similarly and reciprocally, release and give up any and all claims and rights which they may have against MorningStar. This Release applies to claims resulting from anything which has happened up to now including, but not limited to, any and all claims relating to those claims referenced in the above Recitals, including those surrounding the Litigation.

The City and the UCIA, each intending to be legally bound for themselves, their officers, administrators, directors, elected officials, partners, commissions, servants, agents, attorneys, successors and assigns, hereby releases and forever discharges MorningStar, as well as, as applicable, its respective agents,

officers, directors, partners, members, commissions, servants, attorneys and assigns, from any and all claims, debts, demands, damages, losses, covenants, contracts, promises, agreements, liabilities, costs, expenses, attorney's fees, actions or causes of action of any nature whatsoever, in law or equity, whether known or unknown, foreseen or unforeseen, accrued or not accrued, direct or indirect, which they ever had, now have, or can, shall or may have upon or by reason of any event, matter, cause or thing whatsoever against MorningStar, from the beginning of the world to the date of this general Mutual Release, including but not limited to all claims or causes of action in any way arising from, relating to, or based upon those claims referenced in the above Recitals, including those surrounding the Litigation.

3. **CONSIDERATION.** The City hereby agrees to pay FIVE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$550,000.00) from itself to MorningStar, in consideration of the City's purchase of the Property from MorningStar, again all payable in accordance with the terms of the Real Estate Contract. In consideration of such payment, MorningStar agrees to convey the Property to the City in accordance with the terms of the Real Estate Contract, including without limit in accordance with its requirements for the manner and quality of title. Upon the payment of the foregoing sums and the conveyance of the Property pursuant to the terms and conditions set forth in the Real Estate Contract, the Parties agree to execute and file an appropriate Stipulations of Dismissal with respect to the Litigation. This payment and the associated conveyance of the Property, as noted in the above recitals, represents full

consideration amongst the Parties for the full resolution of all claims referenced in the above Recitals (including those surrounding or pertaining to the Litigation), along with any other claims that could have been brought, as reflected in this Mutual Release. The Parties agree that they will not seek anything further, including any payment, from the other, other than the consideration set forth herein.

4. Subject to the foregoing condition(s) in the preceding paragraph or as otherwise set forth herein, it is expressly understood and agreed by the Parties that the acceptance of the said payment, and the resulting conveyance of the Property, are in full accord and satisfaction of and in compromise of all disputed claims, including those asserted in the Litigation, and that the payment and conveyance is not an admission of liability, but is made for the purpose of terminating all disputes between the parties, including the Litigation.

5. **NON-DISPARAGEMENT**. The City and the UCIA, along with their respective agents, employees, governing body members and representatives, as the case may be, and MorningStar, along with its respective agents and representatives, agree that they will not, directly or indirectly, take any action or make any statement, written or oral, to disparage, defame or make any false statements regarding the other.

6. **REPRESENTATION BY COUNSEL; NO PRESUMPTION OF AUTHORSHIP.**

The respective Parties represent that each has been represented in negotiations for, and the preparation of, this Settlement and Mutual Release, by counsel of their own choosing, and that they

respectively understand all provisions of this Settlement and Mutual Release, and are fully aware of its content and of its legal effects. As this Mutual Release was prepared through the various drafting efforts of sophisticated counsel for the Parties, no presumption of authorship shall be ascribed to any Party.

7. ADEQUATE REVIEW. Each Party represents that it has consulted with an attorney of its choosing before signing this Mutual Release, and has had adequate time to review same and to discuss same with counsel at length. Each Party's decision to accept these terms was its own, and each was not coerced but signed this Mutual Release of its own free will.

8. SEVERABILITY. Each of the provisions of this Mutual Release is a separate and distinct agreement and independent of the others, so that if any provision hereof shall be held to be invalid for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof, which shall be construed so as to give them continued effect, to the degree it is possible to do so as a matter of law.

9. WHO IS BOUND. MorningStar, the UCIA and the City are bound by this Mutual Release. Anyone who succeeds to their respective rights and responsibilities, including their successors in interest or heirs, are also so bound. This Mutual Release is made for the mutual benefit of the respective Parties hereto and all who succeed to their rights and responsibilities, such as their respective heirs or successors in interest.



10. SIGNATURES. The respective Parties understand and agree to the terms of this Mutual Release, and have executed same as authorized by applicable law on the date first set forth above.

[signature pages to follow]

Witnessed or Attested by: **MORNINGSTAR COMMUNITY DEVELOPMENT  
URBAN RENEWAL CORPORATION, INC.**

\_\_\_\_\_  
\_\_\_\_\_(Seal)

STATE OF NEW JERSEY :

COUNTY OF : SS  
:

I certify that on \_\_\_\_\_, 2014,  
\_\_\_\_\_ personally came before me and acknowledged under  
oath, to my satisfaction, that:

He/She is the \_\_\_\_\_ of MorningStar Community  
Development Urban Renewal Corporation, Inc., one of the Parties  
to the attached Settlement and Mutual Release; and

He/She is authorized to sign and execute this Mutual Release  
on behalf of same, and in fact did so freely, in its own name,  
and on its own behalf.

\_\_\_\_\_  
Signed and sworn to before  
me this \_\_\_\_ day of  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Witnessed or Attested by: **MORNINGSTAR COMMUNITY DEVELOPMENT CORPORATION, INC.**

\_\_\_\_\_  
\_\_\_\_\_(Seal)

STATE OF NEW JERSEY :

COUNTY OF : SS  
:

I certify that on \_\_\_\_\_, 2014,  
\_\_\_\_\_ personally came before me and acknowledged under  
oath, to my satisfaction, that:

He/She is the \_\_\_\_\_ of MorningStar Community  
Development Corporation, Inc., one of the Parties to the attached  
Settlement and Mutual Release; and

He/She is authorized to sign and execute this Mutual Release  
on behalf of same, and in fact did so freely, in its own name,  
and on its own behalf.

\_\_\_\_\_  
Signed and sworn to before  
me this \_\_\_\_ day of  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public/Attorney-at-Law

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

I certify that on \_\_\_\_\_, 2014, \_\_\_\_\_  
personally came before me and acknowledged under oath, to my  
satisfaction, that:

He/She is empowered, authorized and directed to sign and execute this Mutual Release on behalf of the said City, pursuant to a duly adopted Resolution of the City of Linden authorizing the said Mutual Release.

Signed and sworn to before  
me this \_\_\_\_ day of  
\_\_\_\_\_, 2014.

Witnessed or Attested by:

UNION COUNTY IMPROVEMENT AUTHORITY

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

STATE OF NEW JERSEY :

: ss

COUNTY OF :

I certify that on \_\_\_\_\_, 2014, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that:

He/She is the \_\_\_\_\_ of the Union County Improvement Authority, one of the Parties named in the attached Settlement and Mutual Release; and,

He/She is empowered, authorized and directed to sign and execute this Mutual Release on behalf of the said Authority, pursuant to a duly adopted Resolution of the Union County Improvement Authority authorizing the said Mutual Release.

\_\_\_\_\_  
Signed and sworn to before  
me this \_\_\_\_ day of  
\_\_\_\_\_, 2014.

McMANIMON, SCOTLAND & BAUMANN, L.L.C.  
75 Livingston Avenue, Second Floor  
Roseland, New Jersey 07068  
(973) 622-1800  
Attorneys for Defendant/Third Party Plaintiff/  
Counterclaimant, City of Linden

MORNING STAR COMMUNITY  
DEVELOPMENT URBAN RENEWAL  
CORPORATION, INC.,

Plaintiff,

v.

THE UNION COUNTY IMPROVEMENT  
AUTHORITY and THE CITY OF  
LINDEN,

Defendant.

CITY OF LINDEN,

Third Party  
Plaintiff,

v.

MORNING STAR COMMUNITY  
DEVELOPMENT CORPORATION, INC.  
and ABC Corporations 1-10,

Third Party  
Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: UNION COUNTY

DOCKET NO. UNN-L-1337-12

Civil Action

STIPULATION OF DISMISSAL

It is hereby stipulated and agreed by the undersigned counsel for the Parties to this action that, pursuant to R. 4:37-1(a) and the amicable resolution of this matter amongst the various Parties hereto, this matter be and hereby is dismissed without prejudice, and without costs to any Party (but remains subject to eventual dismissal with prejudice, upon consummation of the settlement terms

529428v2 1

and the subsequent submission of a Stipulation of Dismissal with  
Prejudice to the Court).

McManimon, Scotland & Baumann, L.L.C.

---

William W. Northgrave, Esquire  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068  
Counsel for Defendant and Third  
Party Plaintiff,  
City of Linden

Dated:

Love and Long, LLP

---

Louis W. Childress, Esq.  
108 Washington Street  
Newark, New Jersey 07102  
Counsel for Plaintiff and Third Party  
Defendant,  
MorningStar Community Development  
Urban Renewal Corporation, Inc., and  
MorningStar Community Development  
Corporation, Inc.


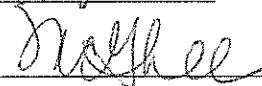
Dated:

Decotiis, Fitzpatrick & Cole, LLP

---

Alexander Hemsley, III, Esq.  
Glenpointe Centre West  
500 Frank W. Burr Blvd.  
Teaneck, New Jersey 07666  
Counsel for Defendant,  
Union County Improvement Authority

Dated:

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
APPROVING AN AMENDMENT TO THE CONTRACT WITH THOMAS A.  
BANKER IN CONNECTION WITH THE MATTER OF VERGE  
PROPERTIES URBAN RENEWAL LLC v. UNION COUNTY  
IMPROVEMENT AUTHORITY AND CITY OF LINDEN**

**WHEREAS**, the Union County Improvement Authority (the "Authority") is a defendant in a lawsuit captioned *Verge Properties Urban Renewal LLC v. The Union County Improvement Authority and The City of Linden*, Docket No. UNN-L-2395-07, (the "Lawsuit"), which arose out of the So. Wood Redevelopment Project in Linden, New Jersey, for which plaintiff was the redeveloper, but which plaintiff failed to construct; and

**WHEREAS**, it was necessary for the Authority to retain an expert witness with knowledge of property values, construction costs, redevelopment, and real estate markets, to counter plaintiff's experts and testify at trial on behalf of the Authority in the Lawsuit; and

**WHEREAS**, the Authority adopted Resolution 14-2011 in January 2011, authorizing the retention of Thomas A. Banker, Consultant in Management, Finance, Systems and Development to act as the Authority's expert in the Lawsuit, for a maximum fee of \$20,000; and

**WHEREAS**, due to unexpected delays at trial, discovery demands made on Mr. Banker, and the requirement that Mr. Banker be present in court several days to provide testimony, Mr. Banker's fees exceeded the \$20,000 contract limit by \$2,220.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY** that the Authority hereby approves an amendment to the contract with Thomas A. Banker for his services as an expert in the Lawsuit for an amount not to exceed \$22,220.00; and

**IT IS FURTHER RESOLVED** that an executed copy of the amendment to the contract and a copy of this resolution shall be filed in the Office of the Authority and be available for public inspection in accordance with law; and

**IT IS FURTHER RESOLVED** that this resolution shall take effect immediately upon its adoption.



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

**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 AN AMENDMENT TO THE CONTRACT WITH THOMAS A. BANKER IN CONNECTION WITH THE MATTER OF VERGE PROPERTIES URBAN RENEWAL LLC v. UNION COUNTY IMPROVEMENT AUTHORITY AND CITY OF LINDEN** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

Dated: May 7, 2014

**AMENDMENT TO AGREEMENT BY AND BETWEEN THE  
UNION COUNTY IMPROVEMENT AUTHORITY AND  
THOMAS A. BANKER, CONSULTANT IN MANAGEMENT, FINANCE,  
SYSTEMS AND DEVELOPMENT**

**THIS AMENDMENT TO THE AGREEMENT** ("Amendment") dated May \_\_\_\_ 2014, by and between the **UNION COUNTY IMPROVEMENT AUTHORITY** with its principal offices located at 1499 Routes 1 & 9, Rahway, New Jersey, (the "Authority") and **THOMAS A. BANKER**, with offices located at 133 Orion Road, West Caldwell, New Jersey 07006, ("Consultant")

**W I T N E S S E T H:**

**WHEREAS**, on January 19, 2011, the Authority and Consultant entered into an agreement ("Agreement") pursuant to which the Authority agreed to pay Consultant \$20,000.00 to provide expert Financial, Management, and Development testimony and information (the "Services") on behalf of the Authority, a defendant in a lawsuit captioned *Verge Properties Urban Renewal LLC v. The Union County Improvement Authority and The City of Linden*, Docket No. UNN-L-2395-07, (the "Lawsuit"), which arose out of the So. Wood Redevelopment Project in Linden, New Jersey, for which plaintiff was the redeveloper, but which plaintiff failed to construct; and

**WHEREAS**, it has become necessary to increase the sum to be paid to Consultant pursuant to the Agreement due to unexpected delays at trial, discovery demands made on Consultant, including a deposition of Consultant, and the requirement that Consultant be present in court several days to provide testimony, which caused Consultant's fees to exceed \$20,000.00; and

**WHEREAS**, the Authority and Consultant have agreed to amend the Agreement to increase the total due to Consultant thereunder, and have further agreed that there shall be no further billings by Consultant with regard to the Lawsuit.

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements contained herein, and other such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties the parties, intending to be legally bound hereby, do mutually promise and agree as follows:

**Section 1.01 Compensation.** Consultant shall be paid a total of \$22,220.00 for the Services. Such compensation shall be inclusive of all Services performed by Consultant up to the date of this Amendment.

**Section 1.02 Billing Terms.** Consultant shall provide detailed invoices to the Authority in support of the Services. The Authority shall remit payment within 30 days of approval of any invoices by the Authority's Board of Commissioners at a regular, public meeting.

**Section 1.03 Binding Effect.** Except as otherwise modified herein, all other terms and conditions of Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to the Agreement to be executed, all as of the date first written above.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By: \_\_\_\_\_  
Anthony Scutari, Chairman:

**THOMAS A. BANKER**

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

Member Salerno introduced and moved the adoption of the following resolution and Member Tomko seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY APPROVING AND AUTHORIZING THE  
EXECUTION OF A SHARED SERVICES AGREEMENT  
WITH THE BOROUGH OF ROSELLE ("BOROUGH") AND  
THE ROSELLE BOARD OF EDUCATION ("BOARD") FOR  
THE PROVISION OF SERVICES IN CONNECTION WITH  
THE CONSTRUCTION OF A NEW COMMUNITY CENTER,  
LIBRARY AND SCHOOL COMPLEX**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been created by a resolution of the Board of Chosen Freeholders of the County of Union 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 (the "Improvement Authorities Law"); and

**WHEREAS**, the Borough and the Board have requested assistance from the Authority in connection with the financing and management for construction of a new community center, library and school complex [early childhood learning center](the "Project"); and

**WHEREAS**, the Borough and the Board desire the Authority's assistance in the actual financing and implementation of the Project and requests that the Authority undertake all necessary steps to carry out the Project, as more fully set forth in the attached Shared Services Agreement; and

**WHEREAS**, the Improvement Authorities Law and the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. authorize the Borough, the Board and the Authority to do all acts and things which are necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

**WHEREAS**, in order to facilitate the financing, planning and implementation of the Project, the Borough, the Board and the Authority have each determined that it will be economical, efficient and otherwise advantageous to each of them and the residents and taxpayers of Union County to enter into the attached Shared Services Agreement, which provides for the Borough, the Board and the Authority to undertake certain duties and obligations concerning the Project.

**NOW THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Chairman is hereby authorized to execute the attached Shared Services Agreement, or substantially similar thereto, with the Borough and the Board which sets forth the duties and obligations of the Authority, the Borough and the Board relative to the Project in substantially the form attached hereto.

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

**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 AND AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF ROSELLE ("BOROUGH") AND THE ROSELLE BOARD OF EDUCATION ("BOARD") FOR THE PROVISION OF SERVICES IN CONNECTION WITH THE CONSTRUCTION OF A NEW COMMUNITY CENTER, LIBRARY AND SCHOOL COMPLEX** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

Dated: May 7, 2014

[SEAL]

**SHARED SERVICES AGREEMENT BY AND AMONG THE  
UNION COUNTY IMPROVEMENT AUTHORITY, THE  
BOROUGH OF ROSELLE, NEW JERSEY AND THE ROSELLE  
BOARD OF EDUCATION FOR THE PROVISION OF SERVICES  
IN CONNECTION WITH THE CONSTRUCTION OF A NEW  
COMMUNITY CENTER, LIBRARY AND SCHOOL COMPLEX**

**THIS SHARED SERVICES AGREEMENT** (the "Agreement") made this \_\_\_\_ day of April, 2014 by and among the Union County Improvement Authority, a public body corporate and politic of the State of New Jersey (the "Authority"), the Borough of Roselle, New Jersey, a municipal corporation (the "Borough") and the Roselle Board of Education, a school board ("Board") (the Authority, the Borough and the Board are sometimes referred to herein as a "Party" or "Parties").

**WITNESSETH:**

**WHEREAS**, the Authority has been created by resolution of the Board of Chosen Freeholders of the County of Union (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 Authority is legally authorized to, among other things, acquire, construct, reconstruct, demolish, rehabilitate, convert, repair and alter any public facility as that term is defined in the Act, to issue bonds, notes or other obligations to finance or refinance the costs of any such public facility, and to purchase bonds, bond anticipation notes, or other notes or obligations of the Authority out of any funds available therefor; and

**WHEREAS**, the Borough is a municipal corporation organized and operating pursuant to N.J.S.A. 40A:60-1 et seq.; and

**WHEREAS**, the Board is a school board organized and operating pursuant to N.J.S.A. 18A:8-1 et seq.

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits the Borough, the Board and the Authority to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage any of the public purposes for which the Borough, the Board and the Authority were created; and

**WHEREAS**, the Borough wishes to construct a new Community Center and Library; and the Board wishes to construct a new Early Childhood Learning Center on a 4.6 acre site located at Block 1105, Lot 10 [Chandler Avenue Lot] within the Borough (the "Project"), said property to be the subject of a ground lease between the Board and the Borough; and

**WHEREAS**, the parameters and goals of the Project are more specifically described and set forth in Exhibit A attached hereto; and

**WHEREAS**, the Borough and the Board have requested the Authority to assist them with the Project by, among other things, (i) providing a conduit financing for the Project, (ii) retaining professional services; (iii) managing the public bidding and procurement process; and (iv) providing construction management services, and the Authority wishes to provide this assistance to the Borough and the Board for the Project; and

**WHEREAS**, the Authority, the Borough and the Board wish to set forth their respective rights and obligations in this Agreement,

**NOW, THEREFORE**, the Parties hereto, intending to be legally bound hereby, agree as follows:

## **ARTICLE I SCOPE**

**Section 1.01 Term.** This Agreement shall commence upon the date of full execution by the Parties, and terminate at the end of twenty-four months or upon the acceptance of the Project by the Borough and the Board if sooner than twenty-four months, unless the parties agree, in writing, to extend the term thereafter.

**Section 1.02 Duties of the Borough.** The Borough shall (a) as soon as practicable, provide the Authority with any and all plans, designs, reports, studies, drawings, schematics and any other relevant documentation and correspondence concerning the Project;

(b) proceed with due diligence, and shall work and cooperate with the Authority and the Board to obtain the necessary approvals for all matters pertaining to the Project; including but not limited to completion of a ground lease with the Board regarding the aforementioned block and lot parcel, and subject to the provisions of N.J.S.A. 18A:20-34 and N.J.S.A. 18A:20-17 per the terms of said ground lease; and

(c) cooperate fully with the Authority and expeditiously respond to all Authority requests pertaining to the Project; and

(d) pay that portion of the debt service relating to the Borough's portion of the Project, resulting from the anticipated issuance of bonds (see Section 1.04(b)).

(e) reimburse the Authority at bond closing for all costs and expenses incurred by the Authority on behalf of the Borough in performance of this Agreement.

**Section 1.03 Duties of the Board.** The Board shall (a) as soon as practicable, provide the Authority with any and all plans, designs, reports, studies, drawings, schematics and any other relevant documentation and correspondence concerning the Project;

(b) proceed with due diligence, and shall work and cooperate with the Authority and the Borough to obtain the necessary approvals for all matters pertaining to the Project, including

but not limited to completion of a ground lease with the Borough regarding the aforementioned block and lot parcel; and

(c) cooperate fully with the Authority and expeditiously respond to all Authority requests pertaining to the Project; and

(d) pay that portion of the debt service relating to the Board's portion of the Project, resulting from the anticipated issuance of bonds (see Section 1.04(b)).

(e) reimburse the Authority at bond closing for all costs and expenses incurred by the Authority on behalf of the Board in performance of this Agreement.

**Section 1.04 Duties of the Authority.** The Authority shall (a) in consultation with the Borough and the Board, select a team of professionals, including architects, engineers, financial advisors, legal counsel and a construction manager for the Project;

(b) subject to the approval of the County of Union and the Local Finance Board, issue bonds to provide financing for the Project; which bonds and Project financing shall thereafter be repaid by the Borough and the Board, respectively, as to their share of the Project; and

(c) if necessary, acquire real property for the Project, and undertake all measures necessary to permit the Project to be completed, including but not limited to, the relocation of any existing utilities/improvements that may be necessary, and to remediate any existing environmental conditions at or on the Project site utilizing funding for such remediation from the approved Project costs and bond proceeds and/or any eligible grants that may apply for such purpose;

(d) timely provide the Borough and the Board for its review, copies of all plans, drawings, schematics and any documents related to the Project, prior to such documents being released to the public or any governmental entity, and issued for bidding or construction;

(e) develop procurement documents, and publicly bid and award contracts for construction, reconstruction, demolition, renovation and alteration as necessary for the Project in accordance with applicable bidding laws;

(f) provide in all contracts related to the Project that the Borough and the Board are third party beneficiaries of such contracts with standing to make claims against the contractor, in addition to requiring the contractor to name the Borough and the Board as additionally insured in all relevant documents;

(g) supervise, with the assistance of the Construction Manager, and in consultation with the Borough and the Board, all phases of the Project, including design, fit-out, furniture, fixtures and equipment;

(h) provide and do anything else necessary to facilitate the Authority's active and primary role in the planning, development and implementation of the Project; and



(i) cooperate fully with the Borough and the Board and expeditiously respond to all the Borough's and the Board's requests pertaining to the Project, including any alterations or revisions to the architectural plans and designs.

(j) obtain all necessary approvals, in cooperation with the Board, from the New Jersey Department of Education.

**Section 1.05 Cost and Fees.** Within thirty (30) days following the Borough ratifying its budget for the calendar year 2014, the Borough and the Board shall advance the sum of \$50,000.00 each to the Authority for a Project Fund (the "Fund") to be utilized for initial start-up expenses. This Fund shall be replenished by the Borough as may be necessary to continue payment of start-up costs from time to time until such time as any such total sum shall be reimbursed to the Borough at the time of the bond closing. The Authority shall provide the Borough with a quarterly accounting of project costs paid from the Fund.

**Section 1.06 New Jersey Department of Education Approvals.** The Parties agree that any Board obligations hereunder will cease upon the failure (with finality) of the Commissioner of the New Jersey Department of Education to approve the architectural designs/plans, as submitted, for the Project or failure to approve the aforementioned ground lease in excess of five (5) years per N.J.S.A. 18A:20-8.2(b).

## **ARTICLE II MISCELLANEOUS**

**Section 2.01 Indemnification.** The Authority, the Borough and the Board agree to hold one another harmless for any loss, damage or claims incurred or asserted resulting from the negligence of any Party in performing their duties and responsibilities under this Agreement.

**Section 2.02 Modifications.** The provisions of this Agreement shall (a) constitute the entire agreement among the Parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by the Parties.

**Section 2.03 Headings.** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

**Section 2.04 Governing Law.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

**Section 2.05 Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as

reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**Section 2.06 Counterparts.** This Agreement may be executed by the Parties in its counterparts.

IN WITNESS WHEREOF, the Authority, the Borough and the Board have caused their respective seals to be affixed hereto and attested, and this Agreement to be signed by their respective officers duly authorized, and to be dated as of the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

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

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

[SEAL]

ATTEST:

BOROUGH OF ROSELLE, NEW JERSEY

By: Lydia Agbejimi

By: [Signature]

[SEAL]

ATTEST:

ROSELLE BOARD OF EDUCATION

By: [Signature]

By: [Signature]

[SEAL]

RESOLUTION NO. 45--2014

Member Salerno introduced and moved the adoption of the following resolution and Member Vollero seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY CONCERNING REVIEW OF FINDINGS AND  
RECOMMENDATIONS OF THE LOCAL FINANCE BOARD MADE AT  
A MEETING OF SAID BOARD ON MAY 8, 2013 IN ACCORDANCE  
WITH N.J.S.A. 40A:5A-7**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey (the "County"), as public body corporate and politic of the State of New Jersey pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time; and

WHEREAS, the Authority's Union County College Cranford Facility Project Bonds are being issued to finance the design and construction of a two-story building addition and renovation of existing space, on the College campus located in Cranford, New Jersey, on lands currently owned by the College; and

WHEREAS, the Authority is desirous of undertaking such financing; and

WHEREAS, the Authority believes: (i) it is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the County; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the Authority or the County; and

WHEREAS, the Authority made application, on behalf of the County, to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State (the "Local Finance Board") for the Local Finance Board's review of the financing, and positive findings were received on May 8, 2013, and the resolution of the Local Finance Board were received on May 6, 2014; and

WHEREAS, N.J.S.A. 40A:5A-7 requires that the governing body of the Authority within 45 days of its receipt of the Local Finance Board's findings and recommendations, shall certify by resolution to the Local Finance Board that the members thereof have personally reviewed the findings and recommendations; and

WHEREAS, the members of the governing body of the Authority have personally reviewed the Local Finance Board's findings and recommendations received on or after May 6, 2014 on the proposed project financing as evidenced by group affidavit of the governing body; and

WHEREAS, failure to comply with this requirement may subject the members of the Authority to the penalty provisions of N.J.S.A. 52:27BB-52.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Union County Improvement Authority hereby states that it has complied with the requirements of N.J.S.A. 40A:5A-7 and does hereby submit a certified copy of this resolution and the required affidavit to the Board to show evidence of said compliance; 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	✓			
Cherron Rountree, Vice Chairperson			✓	
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer			✓	
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing "RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CONCERNING REVIEW OF FINDINGS AND RECOMMENDATIONS OF THE LOCAL FINANCE BOARD MADE AT A MEETING OF SAID BOARD ON MAY 8, 2013 IN ACCORDANCE WITH N.J.S.A. 40A:5A-7" is a true copy of a resolution adopted by the governing body of the Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

Dated: May 7, 2014  
(SEAL)

**GROUP AFFIDAVIT FORM**  
**CERTIFICATION OF GOVERNING BODY**

State of New Jersey  
County of Union

We, the members of the governing body of the UNION COUNTY IMPROVEMENT AUTHORITY, being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Union County Improvement Authority.
2. We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the findings and recommendations of the Local Finance Board issued at a meeting of the Board on April 3, 2013, with respect to the proposed project financing for the issuance of refunding bonds of the Authority.

[Signature]

• Anthony R. Scutari  
Cherron Rountree

• John Salerno  
Bryan Tomko

• Carolyn Vollero  
Linda Hines  
Sebastian D'Elia  
Samuel T. McGhee

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2014

Attorney-at-Law of New Jersey

[Note: The Corporate Secretary of the Authority shall set forth the reason for the absence of signature of any members of the governing body.]

This affidavit must be sent to the Division of Local Government Services, CN 803, Trenton, New Jersey 08625 within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing.



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

RICHARD E. CONSTABLE, III  
*Commissioner*

May 2, 2014

John G. Hudak  
812 North Wood Avenue, Suite 304  
Linden, New Jersey 07036

Dear Mr. Hudak:

Enclosed please find a Local Finance Board (Board) Resolution(s) reflecting the action the Board took at the meeting held on Wednesday, May 8, 2013.

If you have any questions regarding this information, please feel free to contact me at (609) 292-4537.

Sincerely,

Patricia Parkin McNamara  
Executive Secretary  
Local Finance Board

Enclosure(s)

cc: Charlotte DeFilippo  
Jonathan L. Williams, Esq.  
Steve Rogut





State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

RICHARD E. CONSTABLE, III  
*Commissioner*

**LOCAL FINANCE BOARD  
RESOLUTION**

**WHEREAS**, a proposed project financing has been submitted to the Local Finance Board for review pursuant to N.J.S.A. 40A:5A-6 by the Union County Improvement Authority; and

**WHEREAS**, the Local Finance Board has held hearings pursuant to N.J.S.A. 40A:5A-7 on April 10, 2013 and May 8, 2013, to review a proposed project financing in an amount not to exceed \$15,000,000 for the issuance of Lease Revenue Bonds, Series 2013 (Union County College Cranford Facility Project); and

**WHEREAS**, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by Law, and has examined estimates, computations or calculations made in connection with such submissions and has required the production of such papers, documents, witnesses or information and taken such action which it has deemed necessary for its review of such submission;

**NOW, THEREFORE, BE IT RESOLVED** that the Local Finance Board does hereby make the following findings:

- a) that the project cost has been determined by reasonable and accepted methods;
- b) that the method proposed for the funding of the project cost, proposed or maximum terms and provision of the financing and of a proposed service contract are not unreasonable nor impracticable and would not materially impair the ability to pay promptly the principal of and the interest on the outstanding indebtedness thereof or to provide essential public services to the inhabitants thereof;
- c) that the proposed or maximum terms and conditions of the sale are, in light of current market conditions for obligations of similar quality, reasonable;
- d) that certain expenses of the Union County Improvement Authority, including Authority fees and expenses in support of staff and certain professionals, impose an unnecessary burden on the local inhabitants within the Authority's jurisdiction though such costs will not subject bondholders to any material risk;





Local Finance Board  
Union County Improvement Authority  
May 8, 2013

**BE IT FURTHER RESOLVED** that the Local Finance Board does not deem it necessary to make any of the recommendations with regard to this project financing which the Board is authorized to make pursuant to N.J.S.A. 40A:5A-8; and

**BE IT FURTHER RESOLVED** that the Union County Improvement Authority shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Union County Improvement Authority in undertaking the financing which statement shall include the following: the name of the Union County Improvement Authority; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Union County Improvement Authority in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Union County Improvement Authority to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Union County Improvement Authority in undertaking the financing; and

**BE IT FURTHER RESOLVED** that the details of the issuance of any permanent bonds associated with this application as included in the term sheet (closing statement) shall be promptly provided to the Executive Secretary by forwarding a copy of said term sheet (closing statement); and

**BE IT FURTHER RESOLVED** that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of the Law and this Resolution; and

**BE IT FURTHER RESOLVED** that pursuant to N.J.S.A. 40A:5A-7, the governing body of the Authority shall provide to the Executive Secretary within 45 days of receipt of this resolution, the required Authority resolution and affidavit; and

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

APPROVED BY:  
THE LOCAL FINANCE BOARD

DATE: May 8, 2013



PATRICIA PARKIN MCNAMARA  
EXECUTIVE SECRETARY  
LOCAL FINANCE BOARD

Member Salerno introduced and moved the adoption of the following resolution and Member Vollero seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
("AUTHORITY") AUTHORIZING THE EXECUTIVE DIRECTOR TO  
TAKE CERTAIN ACTIONS AS TO CAMBRIDGE CAPITAL CORP. AND  
TIOGA ABC RELATING TO THE RENEWABLE ENERGY PROGRAM**

**WHEREAS**, the Authority has undertaken the development and implementation of a program (the "Renewable Energy Program") for the financing, design, permitting, acquisition, construction, installation, operation and maintenance of renewable energy capital equipment and facilities such as solar panels, including any related electrical modifications or other work required or convenient for the installation of such systems (collectively, the renewable energy capital equipment and facilities, the "Renewable Energy Projects") for and on behalf of the County and local governmental units within the County (the "Local Units"); and

**WHEREAS**, on August 31, 2010, the Authority issued "Request for Proposals for a Developer of Photovoltaic Systems with respect to certain Local Government Facilities in the County of Union, New Jersey" (the "RFP") to design, permit, acquire, construct, install, operate and maintain the Renewable Energy Projects; and

**WHEREAS**, the Authority selected and designated Tioga Solar Union County 1, LLC (the "Company") as the successful respondent to the RFP and thereafter entered into a Lease Agreement, a Power Purchase Agreement and certain other agreements with the Company and others in furtherance thereof; and

**WHEREAS**, on May 4, 2011, the Authority issued its \$15,190,000 County of Union Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 (Federally Taxable) (the Bonds", of which \$13,160,000 is presently outstanding) to finance up to 70% of the costs of the Renewable Energy Projects, with the Company financing the balance of such costs; and

**WHEREAS**, the lease payments by the Company under the Lease Purchase Agreement were designed to be sufficient to pay debt service on the Bonds; and

**WHEREAS**, Tioga Energy, Inc., the parent of the Company ("Tioga Energy") provided a guaranty, capped at a monetary amount of \$4,000,000, of the Company's obligations under, among other things, the Lease Purchase Agreement; and

**WHEREAS**, the Renewable Energy Projects procured under the Renewable Energy Program are, in all material respects, complete, lien free, in service and generating energy and revenues, with such revenues being principally derived from (i) the sale of electric energy to the local unit hosts under a Power Purchase Agreement, and (ii) the sale of Solar Renewable Energy Certificates ("SRECs") to utilities; and

**WHEREAS**, Tioga Energy, which was engaged in the solar energy business throughout the United States, advised the Authority that on April 30, 2013, it (not the Company) initiated an assignment for the benefit of creditor's under California law ("ABC process") in order to liquidate and dissolve its business (after the initiation of such process, Tioga Energy is referred to as "Tioga ABC"); and

**WHEREAS**, due principally to a substantial drop in the market value of SRECs from the time the Bonds were issued (over \$600 per SREC) to Spring 2013 (approximately \$120 per SREC), the Renewable Energy Projects do not presently generate sufficient revenues to allow the Company to make lease payments that cover debt service on the Bonds in full; and

**WHEREAS**, effective May 1, 2013, the Company discontinued making full lease payments under the Lease Purchase Agreement, and on May 4, 2013 the Authority declared the Company in default thereunder; and

**WHEREAS**, the Authority submitted a claim in the amount of \$4,000,000 under the Guaranty by Tioga Energy against the assets of the assignee, Tioga ABC; and

**WHEREAS**, representatives of Tioga ABC, which currently holds the membership interests in the Company, is also charged with finding a substitute owner of the Company, subject to the consent of the Authority, following the liquidation and dissolution of Tioga ABC, and toward that end Tioga ABC has sent a letter which is attached hereto as Exhibit A, inviting certain parties to submit a proposal to Tioga ABC to acquire the ownership interests in the Company and to provide for the continued operation and maintenance of the Renewable Energy Projects; and

**WHEREAS**, as a result of the aforementioned solicitation, Tioga ABC has received proposals in various forms from five (5) companies, namely S-Power, A.F. Mensah, GP Renewables & Trading, Nautilus Solar Energy and Cambridge Capital Corp.; and

**WHEREAS**, it is in the best of interests of the Authority and the taxpayers of Union County to settle the claim against the assets of Tioga ABC, and to evaluate proposals and consent to a successor owner of the Company, in an expeditious a manner as possible and to grant sufficient authority to the officers of the Authority to do so; and

**WHEREAS**, at this point in the evaluation process, the Authority has identified Cambridge Capital Corp's proposal as the potentially most advantageous in terms of that proposal's beneficial impact on the Renewable Energy Program's financial situation; and

**WHEREAS**, the Authority had previously designated Cambridge Capital Corp for the purpose of a thirty (30) day due diligence period, resulting in a series of document reviews and discussions as to financial and operational aspects of the Renewable Energy Projects; and

**WHEREAS**, it is in the best financial and operational interest of the Authority and the Renewable Energy Program to recommend to Tioga ABC that Tioga ABC consider Cambridge Capital Corp as successor owner of the Company.

**NOW, THEREFORE BE IT** resolved by the Union County Improvement Authority that:

1. The Executive Director of the Authority is authorized, directed and empowered to recommend to Tioga ABC that Tioga ABC consider Cambridge Capital Corp as successor owner of the Company and to consider completing an asset purchase agreement as between Tioga ABC and Cambridge Capital Corp; and to take any actions necessary to assist and cooperate with Tioga ABC and Cambridge Capital Corp to accomplish same subject to consent of the Authority.

2. 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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY ("AUTHORITY") AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE CERTAIN ACTIONS AS TO CAMBRIDGE CAPITAL CORP. AND TIOGA ABC RELATING TO THE RENEWABLE ENERGY PROGRAM** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

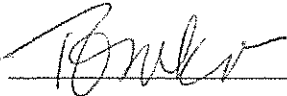
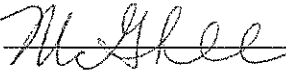
By: \_\_\_\_\_

John Salerno, Secretary

Date: May 7, 2014

[SEAL]

**RESOLUTION NO. 47-2014**

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 SHARED SERVICES  
AGREEMENT WITH THE UNION COUNTY COLLEGE AND  
AUTHORIZING THE ISSUANCE OF A COMPETITIVE CONTRACTING  
REQUEST FOR PROPOSALS FOR ESCO SERVICES**

**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 Union County College (the "College") owns and operates multiple facilities located throughout Union County (the "College Facilities"); and

**WHEREAS**, the College has undertaken energy audits of the College Facilities; and

**WHEREAS**, the College desires to undertake certain energy efficiency measures identified in the energy audits for the College Facilities; and

**WHEREAS**, The College has requested that the Authority undertake a competitive contracting procurement, pursuant to N.J.S.A. 40A:11-4.1 *et seq.*, to obtain proposals from qualified Energy Services Companies (ESCOs) to undertake the energy efficiency measures pursuant to and in accordance with the Energy Savings Improvement Plan Law (ESIP), N.J.S.A. 40A:11-4.6; and

**WHEREAS**, the Authority and the College wish to memorialize and confirm in writing the terms and conditions by which the Authority will undertake such a procurement; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses, and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(2), the Authority and the College are each authorized to enter into a shared services agreement without public advertising for bids; and

**WHEREAS**, each of the above Parties has adopted a resolution authorizing the execution of the shared services agreement attached hereto as **Exhibit A**,

**NOW, THEREFORE BE IT RESOLVED**, that the Chairman is authorized to execute the shared services agreement in the form attached hereto and made a part hereof so that the Authority may proceed with the procurement process described therein; and

**BE IT FURTHER RESOLVED;** that the Authority's Executive Director is hereby authorized and directed, working with the Authority's legal and engineering professionals, to develop, advertise and administer a competitive contracting RFP for ESCO services; and

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

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

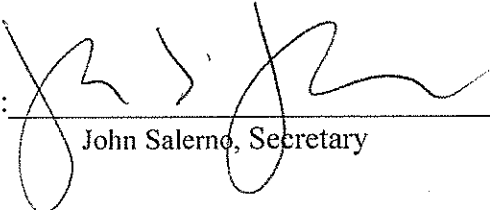
**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 SHARED SERVICES AGREEMENT WITH THE UNION COUNTY COLLEGE AND AUTHORIZING THE ISSUANCE OF A COMPETATIVE CONTRACTING REQUEST FOR PROPOSALS FOR ESCO SERVICES** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
John Salerno, Secretary

Dated: May 7, 2014

[SEAL]

**SHARED SERVICES AGREEMENT**  
**CONCERNING THE PROCURMENT OF ESCO SERVICES**

**By and Between**

**THE UNION COUNTY IMPROVEMENT AUTHORITY**

**and**

**THE UNION COUNTY COLLEGE**

**THIS AGREEMENT ("AGREEMENT")** is made by and between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a body corporate and politic of the State of New Jersey, having offices at Union County Administration Building, 10 Elizabethtown Plaza, 6<sup>th</sup> floor, Elizabeth, New Jersey 07207, hereinafter referred to as "**UCIA**," and the **UNION COUNTY COLLEGE**, a body corporate and politic of the State of New Jersey, having offices 1033 Springfield Avenue, Cranford, New Jersey 07016, hereinafter referred to as the "**COLLEGE**." The UCIA and the COLLEGE are hereinafter referred to collectively as "the Parties."

**WITNESSETH:**

**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 Union County College (the "College") owns and operates multiple facilities located throughout Union County (the "College Facilities"); and

**WHEREAS**, the College has undertaken energy audits of the College Facilities; and

**WHEREAS**, the College desires to undertake certain energy efficiency measures identified in the energy audits for the College Facilities; and

**WHEREAS**, The College has requested that the Authority undertake a competitive contracting procurement, pursuant to N.J.S.A. 40A:11-4.1 *et seq.*, to obtain proposals from qualified Energy Services Companies (ESCOs) to undertake the energy efficiency measures pursuant to and in accordance with the Energy Savings Improvement Plan Law (ESIP), N.J.S.A. 40A:11-4.6 (the "UCIA Services"); and

**WHEREAS**, the Authority and the College wish to memorialize and confirm in writing the terms and conditions by which the Authority will undertake such a procurement; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses, and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(2), the Authority and the College are each authorized to enter into a shared services agreement without public advertising for bids; and

**WHEREAS**, each of the above Parties has adopted a resolution authorizing the execution of this Agreement,

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **Recitals Incorporated:** The recitals set forth above are incorporated into this Agreement as if set forth at length herein.
2. **UCIA Services** – The Services rendered or to be rendered by the Parties to one another include the following:

**Procurement of Qualified ESCO –**

- i. **Competitive Contracting RFP** – The UCIA will undertake and administer a competitive contracting Request for Proposals (“RFP”) process on behalf of the College to obtain proposals from qualified ESCOs to provide ESIP related services.
  - ii. **Proposal Evaluation and Recommendation of Award** – The UCIA will evaluate proposals received in response to the RFP, develop a formal evaluation report and provide a recommendation to the College for the award of a contract.
  - iii. **Financing** – The UCIA will evaluate various financing mechanisms associated with financing of the energy efficiency measures to installed by the ESCO and assist the COLLEGE in determining the most economic option. If the issuance of bonds is ultimately selected by the Parties as the most economical way of financing the installation of the energy efficiency measures, then the UCIA shall oversee and administer the bond issuance process.
  - iv. **Contract** – The UCIA will administer and oversee the ESCOs contract through construction and commissioning of the energy efficiency measures.
3. **Compensation:** The UCIA agrees to develop and administer the RFP for the College in exchange for the up-front sum of Twenty-Five Thousand Dollars (\$25,000),



additional fees for evaluating proposals, finalizing the ESCO Contract and potentially financing the energy efficiency measures shall be determined as the process progresses; however it is the Parties intent that the UCIA will recoup all costs for the ESCO Services via a reimbursement from the selected respondent and the through the financing process and at the conclusion of a successful contracting and financing process reimburse the College for its initial \$25,000 up-front sum.

4. **Effective Date:** This Agreement will become effective upon the execution of this Agreement and adoption by the Parties of similar resolutions approving the terms and conditions of this Agreement.
5. **Term:** The term of this Agreement shall be for a period not to exceed four (4) years, but shall automatically renew for successive terms of one (1) year, unless terminated as provided herein.
6. **Termination:** This Agreement may be terminated by either Party upon sixty (60) days' written notice for any reason.
7. **Obligation of the Parties:** Each of the Parties agrees to fully fund its obligations pursuant to this Agreement and to make such budget appropriations and adopt such resolutions as are reasonably necessary pursuant to the laws of the State of New Jersey to provide such funds.
8. **Compliance with Statutes, Rules and Regulations:** Each of the Parties is responsible for compliance with such statute, rules and regulations as may be applicable to it during the term of this Agreement.
9. **Counterparts:** This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.
10. **Entire Agreement:** This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolution duly adopted by the governing bodies of each of the Parties.
11. **Provisions of Law:** All provisions of law which are not enumerated in this Agreement, but which are required to be made a part of this Agreement are hereby deemed incorporated herein. The Parties' performance hereunder shall be subject to and in conformance with all applicable laws, rules and regulations.
12. **Severability:** If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

13. **Transferability of Interest:** Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement without the written consent of the other Party, except that the College recognizes that the UCIA shall perform the services required by this Agreement through the use of its professionals and consultants.

14. **Affirmative Action Requirements:** During the performance of this contract, the Parties agree to comply with the requirements of **EXHIBIT B; MANDATORY EQUAL OPPORTUNITY LANGUAGE**, annexed hereto.

**IN WITNESS WHEREOF**, the parties have, through the appropriate officials thereof, executed and sealed this shared services agreement on this \_\_\_\_\_ day of May, 2014.

**ATTEST:**

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

By: \_\_\_\_\_  
Anthony Scutari, Chairman

**ATTEST:**

**UNION COUNTY COLLEGE**

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

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

Exhibit A  
Memorandum of Agreement

## EXHIBIT B TO AGREEMENT

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

#### AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval; OR  
Certificate of Employee Information Report; OR  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subch 27.

**RESOLUTION NO. 48-2014**

Member Salerno introduced and moved the adoption of the following resolution and Member Vollero seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING THE APPOINTMENT OF AN AD HOC OVERSIGHT  
COMMITTEE WHICH WILL COORDINATE WITH A SIMILAR  
COMMITTEE OF THE UNION COUNTY UTILITIES AUTHORITY TO  
COORDINATE AND REPORT TO THE BOARDS ON WORK PERFORMED  
UNDER THE SHARED SERVICES AGREEMENT**

**WHEREAS**, pursuant to County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., and its By-Laws, the Board of Commissioners of the Authority ("UCIA") has the authority to create a special or ad hoc committee ("Committee") for Board purposes as needed; and

**WHEREAS**, the Board wishes to appoint an ad hoc committee that will serve together with a similar ad hoc committee appointed by the Board of the Union County Utilities Authority ("UCUA") to coordinate and report to the UCUA and UCIA Boards on work performed under the Shared Services Agreement previously entered into by and between the UCUA and the UCIA;

**BE IT RESOLVED** that the Board of Commissioners of the Authority authorized the appointment of two Board members to serve on a Committee as described herein and to report periodically to the Board on the work of the Committee.

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

**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE APOINTMENT OF AN AD HOC OVERSIGHT COMMITTEE WHICH WILL COORDINATE WITH A SIMILAR COMMITTEE OF THE UNION COUNTY UTILITIES AUTHORITY TO COORDINATE AND REPORT TO THE BOARDS ON WORK PERFORMED UNDER THE SHARED SERVICES AGREEMENT** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 7, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

Dated: May 7, 2014

[SEAL]

RESOLUTION NO. 49-2014

Member Salerno introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING AN EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING  
NEGOTIATIONS REGARDING RUNNELLS SPECIALIZED HOSPITAL AND  
FUNDING FOR UINON COUNTY COLLEGE**

**WHEREAS**, the Open Public Meetings Act (the "Act"), N.J.S.A. 10:4-12, permits public bodies such as the Union County Improvement Authority to conduct executive sessions to discuss certain matters;

**BE IT RESOLVED** that the Board of Commissioners of the Authority requires an Executive Session to discuss the negotiations involved Runnells Hospital and funding for the Union County College; and

**BE IT FURTHER RESOLVED** that the minutes of the Executive Session shall be made available in compliance with the Act as soon as the matters discussed can be disclosed.

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

**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 AN EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING NEGOTIATIONS REGARDING RUNNELLS SPECIALIZED HOSPITAL AND FUNDING FOR UINON COUNTY COLLEGE** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 7, 2014

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

Dated: May 7, 2014

[SEAL]