



# UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3<sup>rd</sup> Floor  
Rahway, New Jersey, 07065  
www.ucimprovementauthority.org  
(732) 382-9400 (732) 382-5862 fax

Resolution No. 93-2016

Date: October 5, 2016

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SETTLEMENT  
AGREEMENT ASSOCIATED WITH A LIEN CLAIM FILED IN CONNECTION WITH  
THE NEW UNION COUNTY FAMILY COURTHOUSE BUILDING AT CHERRY  
STREET, ELIZABETH, NEW JERSEY.

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

A handwritten signature in cursive script, reading 'Lisa M. da Silva'.

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

A handwritten signature in cursive script, likely representing the Union County Improvement Authority.

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Bornstad</i>	X		X				X
<i>D'Elia</i>	X		X				
<i>Hockaday</i>	X		X				
<i>Lattimore</i>	X		X			X	
<i>Salerno, Secretary</i>	X		X				
<i>Szpond</i>	X		X				
<i>Tomko, Treasurer</i>	X		X				
<i>Rountree, Vice Chair</i>		X					
<i>Scutari, Chairman</i>	X		X				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A  
SETTLEMENT AGREEMENT ASSOCIATED WITH A LIEN CLAIM FILED  
IN CONNECTION WITH THE NEW UNION COUNTY FAMILY  
COURTHOUSE BUILDING AT CHERRY STREET, ELIZABETH, NEW  
JERSEY.**

WHEREAS, the Union County Improvement Authority (the "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. 40:37A-44 *et seq.*, and the acts amendatory thereof and supplemental thereto; and

WHEREAS, the Authority has entered into a Shared Services Agreement dated November 1, 2011 with the County of Union (the "County"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the County has requested that the Authority assist it with the design, financing, management and construction of a new Family Court Building and Parking Deck for the Superior Court, County of Union (the "Project") in Elizabeth, New Jersey, and the Authority has agreed to undertake all actions necessary to implement the Project; and

WHEREAS, on June 12, 2013, the Authority awarded a contract for the construction of the new Union County Family Court Building to APS Contracting Inc. (the "Contract") as the lowest responsible bidder, exclusive of the deduct alternate, in the amount of \$33,380,000.00, in accordance with N.J.S.A. 40A: 11-1 *et seq.*; and

WHEREAS, Lynchburg Steel & Specialty Company ("LSS") was a subcontractor of APS Contracting Inc. ("APS") and material supplier on the construction of the Union County Family Court building that is located at 2 Cherry Street, Elizabeth, Union County, New Jersey (the "Project"); and

WHEREAS, in accordance with the Contract, Fidelity and Deposit Company of Maryland, and Zurich American Insurance Company ("Surety") issued a Performance/Payment/Warranty Bond, identified as Bond No. PRF8359373, dated June 24, 2013, on behalf of APS in connection with the Project (the "Bond"); and

WHEREAS, APS subsequently failed to perform in accordance with the terms and conditions of the Contract; and

WHEREAS, on or about April 30, 2015, the Executive Director terminated the Contract with APS in accordance with terms and conditions of the Contract; and

WHEREAS, the Authority subsequently executed a Takeover Agreement with the Surety for the completion of the Project; and

WHEREAS, LSS filed a Complaint against the Surety in the action entitled, Lynchburg Steel & Specialty Company v. Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, United States District Court, District of New Jersey, Civil Action No. 2:16-cv-00616-SDW-LDW (the "Action"), seeking to recover damages for unpaid services and material relating to the construction of the Project; and

WHEREAS, LSS filed an Amended Complaint in the Action in which it also asserted claims against APS as the general contractor on the Project and against the Authority as the owner of the Project, to recover damages for unpaid services and material relating to the construction of the Project; and

WHEREAS, LSS now seeks to settle its disputes with the Surety, APS and Authority without further litigation by entering into a settlement agreement substantially similar to the agreement attached hereto as **Exhibit A**; and

WHEREAS, the Authority has reviewed the settlement agreement and now desires to authorize the Executive Director with the Authority to execute the settlement agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority as follows:

1. The above recitals are incorporated herein as if set forth at length;
2. The Authority hereby authorizes the Executive Director to execute the settlement agreement substantially in the form attached hereto as **Exhibit A**.
3. This resolution shall take effect immediately.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") made as of September 2, 2016, by and between Lynchburg Steel & Specialty Company ("LSS"), Fidelity and Deposit Company of Maryland and Zurich American Insurance Company (collectively, the "Surety"), APS Contracting, Inc. ("APS"), and Union County Improvement Authority ("UCIA"). LSS, the Surety, APS and UCIA are collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, LSS was a subcontractor and material supplier on the construction of the Union County Family Court building that is located at 2 Cherry Street, Elizabeth, Union County, New Jersey (the "Project"); and

WHEREAS, UCIA is the owner of the Project; and

WHEREAS, APS, as general contractor, entered into a contract with UCIA, for the construction of the Project; and

WHEREAS, the Surety issued and furnished UCIA with a performance/payment/warranty bond (identified as Bond No. PFR 8359373) to assure payment to subcontractors, laborers, materialmen, suppliers and others providing work, labor, services, materials and equipment in connection with the performance of the contract with APS; and

WHEREAS, LSS filed a Complaint against the Surety in the

action entitled, Lynchburg Steel & Specialty Company v. Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, United States District Court, District of New Jersey, Civil Action No. 2:16-cv-00616-SDW-LDW (the "Action"), seeking to recover damages for unpaid services and material relating to the construction of the Project; and

WHEREAS, LSS filed an Amended Complaint in the Action in which it also asserted claims against APS as the general contractor on the Project and against UCIA as the owner of the Project, to recover damages for unpaid services and material relating to the construction of the Project; and

WHEREAS, the LSS seeks to settle, compromise, resolve amicably and discontinue its disputes with the Surety, APS and UCIA without further litigation, and to avoid the expense, inconvenience, distraction and risks of litigation, without the Parties admitting any liability.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and/or releases herein contained and intending to be legally bound, the Parties agree as follows:

1. Settlement Payment. By October 3, 2016, the Surety shall pay LSS the sum of Two Hundred Eighty-Five Thousand (\$285,000.00) Dollars by check made payable to "Greenbaum, Rowe, Smith & Davis LLP Attorney Trust Account" in full settlement of

all claims that LSS asserted against the Surety, APS and UCIA in the Action (the "Settlement Payment"). Counsel for LSS shall hold the Settlement Payment in escrow until the Parties have executed and exchanged executed copies of this Agreement, and the Releases and the Discharges described below.

2. Release from LSS. Contemporaneous with the signing and delivery of this Agreement LSS shall execute a release in favor of the Surety, APS and UCIA in the form attached as Exhibit A. The release given by LSS to the Surety, APS and UCIA shall be held in escrow by counsel for LSS pending receipt of the Settlement Payment, at which time the release to the Surety, APS and UCIA shall be delivered to counsel for the Surety.

3. Release from the Surety. Contemporaneous with the signing and delivery of this Agreement the Surety shall execute a release in favor of LSS in the form attached as Exhibit B. The release given by the Surety to LSS shall be delivered to and held in escrow by counsel for LSS until the release given by LSS in favor of the Surety, APS and UCIA is delivered to counsel for the Surety as set forth above.

4. Release from APS. Contemporaneous with the signing and delivery of this Agreement APS shall execute a release in favor of LSS in the form attached as Exhibit C. The release given by APS to LSS shall be delivered to and held in escrow by

counsel for LSS until the release given by LSS in favor of the Surety, APS and UCIA is delivered to counsel for the Surety as set forth above.

5. Discharges of Liens. Contemporaneous with the signing and delivery of this Agreement LSS shall execute a Discharge of Municipal Mechanic's Lien in the form attached as **Exhibit D**, and deliver a Discharge of Municipal Mechanic's Lien to be given by Eastern Shore Steel Erectors, Inc. in the form attached as **Exhibit E** (collectively the "Discharges"). The Discharges shall be held in escrow by counsel for the Surety pending delivery of the Settlement Payment, after which the Discharges shall be released from escrow and delivered to counsel for UCIA for recording.

6. Stipulation of Dismissal. Concurrently with the execution and delivery of this Agreement counsel for the Parties shall execute a Stipulation of Dismissal, in the form attached as **Exhibit F**, dismissing with prejudice and without costs all claims that LSS has asserted against the Surety, APS and UCIA. Said stipulation shall be held in escrow by counsel for LSS pending execution and delivery of the Settlement Payment, the Releases and the Discharges as set forth above. Thereafter, counsel for LSS shall cause the stipulation to be electronically filed with the United States District Court.

7. Notices. All notices, requests, demands and other communications pursuant to this Agreement shall be in writing and be deemed given if delivered by a nationally-recognized overnight courier (e.g., Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular U.S. Mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses are changed by notice given pursuant to this Agreement.

A. Notices to LSS shall be given to: Doug B. Anderson, President, Lynchburg Steel & Specialty Company 275 Francis Avenue, Monroe, Virginia 24574, with a copy of the notices sent to Luke J. Kealy, Esq., Greenbaum, Rowe, Smith & Davis LLP, 99 Wood Avenue South, Iselin, New Jersey 08830.

B. Notices to the Surety shall be given to: Scott D. Baron, Esq., Baron Samson LLP, 27 Horseneck Road, Suite 210, Fairfield, New Jersey 07004.

C. Notices to APS shall be given to: Daniel C. Carmalt, Esq., c/o APS Contracting, Inc., 155-161 Pennsylvania Avenue, Suite 2, Paterson, New Jersey 07503.

D. Notices to UCIA shall be given to: Ryan J. Scerbo, Esq., DeCotiis, FitzPatrick and Cole, LLP, Glenpointe Centre West, 500 Frank W. Burr Boulevard, Teaneck, New Jersey 07666.

8. Signatories. Each of the terms of this Agreement is



binding upon each of the signatories hereto, their respective predecessors, successors, transferees, executors, administrators and assigns.

9. No Admission. Neither the execution nor delivery of nor payment under this Agreement shall be construed at any time or place to be an admission or concession of liability, responsibility and/or wrongdoing by any Party to this Agreement.

A. This Agreement is the product of informed negotiations involving compromises of the Parties' previously stated legal positions, and does not reflect the Parties' views as to their rights and obligations with regard to matters or persons outside the scope of this Agreement.

B. As represented and warranted herein, this Agreement has been reviewed by legal counsel for the Parties prior to its execution and no Party shall be entitled to have any language of this Agreement construed against any other Party in the event of any dispute between them relating to this Agreement whether based upon the identity of the drafter or any other basis.

10. Voluntary Agreement. The Parties hereto have been represented by counsel in connection with this Agreement, they have read and fully understand all of the terms of this Agreement and they are entering into this Agreement voluntarily and have not been threatened, coerced or intimidated in any way

or pressured into entering into this Agreement. No provision of this Agreement shall be construed presumptively against any party hereto.

11. Execution in Counterparts. This Agreement may be executed in counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same.

12. Not Evidentiary. Neither this Agreement nor its terms or provisions herein are evidentiary or admissions between the Parties to this Agreement and may not be utilized as evidence or offered into evidence, produced in discovery or otherwise used in any action, arbitration and/or other proceeding between the Parties, except in an action, litigation, arbitration and/or other proceeding to enforce or defend the Agreement's terms.

13. No Third-Party Beneficiaries. This Agreement is intended to confer rights and benefits only on the Parties. Nothing in this Agreement is intended to give nor shall it give to anyone who is not a Party to this Agreement either third-party beneficiary rights or any rights or ability to recover from the Parties and/or to collect against the Parties.

14. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the substantive and procedural laws of the State of New Jersey without reference

to principles of conflict of laws. The Parties consent to the personal jurisdiction of the United States District Court for the District of New Jersey and the Superior Court of New Jersey to enforce this Agreement.

15. Default and Recovery of Attorney's Fees. In the event of any default by any party in any of the terms or obligations created by this Agreement, and such default is not cured within ten (10) days of written notice of such default, the defaulting party agrees to the payment of all reasonable attorney's fees and costs incurred by a non-defaulting party in enforcing this Agreement.

16. Captions. Any captions to paragraphs or subparagraphs of this Agreement are provided solely for the convenience of the Parties. They do not constitute and shall not be construed to constitute part of this Agreement and shall not be used as an aid in the interpretation of the Agreement or the contracting intent of the Parties.

17. Amendments or Modifications. No amendment, modification or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the individuals and the duly authorized officers of the respective corporate Parties. The requirement for such a writing shall apply to any waiver of the requirement of a

written modification pursuant to this Paragraph and this shall be deemed an essential term of the Agreement.

18. Representation of Authority. All Parties acknowledge that they have the power to enter into this Agreement and bind themselves and all Parties acknowledge that they have entered into this Agreement in reliance thereon, and in reliance upon the terms and conditions of this Agreement.

19. No Assignment. The Parties warrant and represent that none of the claims herein released has been assigned, sold, pledged, transferred or otherwise encumbered.

20. Further Documents. The Parties agree to execute and deliver any and all further documents which may be required to effectuate this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and/or seals as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

Attest/Witnesseth: Lynchburg Steel & Specialty Company

\_\_\_\_\_  
By: \_\_\_\_\_  
Doug B. Anderson,  
President

Attest/Witnesseth: Fidelity and Deposit Company of  
Maryland

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest/Witnesseth: Zurich American Insurance Company

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest/Witnesseth: APS Contracting, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest/Witnesseth: Union County Improvement Authority

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# **EXHIBIT A**

RELEASE

This Release, dated as of September \_\_\_, 2016, is given:

BY: the Releasor, Lynchburg Steel & Specialty Company referred to as "LSS,"

TO: Fidelity and Deposit Company of Maryland and Zurich American Insurance Company (collectively, the "Surety"), APS Contracting, Inc. ("APS"), and Union County Improvement Authority ("UCIA").

I. DEFINITIONS.

A. As used in this Release, "LSS" shall mean Lynchburg Steel & Specialty Company, with offices at 275 Francis Avenue, Monroe, Virginia, and its past, present and future employees, officers, directors, principals, parents, subsidiaries, affiliates, representatives, agents, representatives, successors and assigns.

B. As used herein, "Surety" shall mean Fidelity and Deposit Company of Maryland having offices at 600 Red Brook Blvd., Suite 600, Owings Mills, Maryland and Zurich American Insurance Company having offices at One Liberty Plaza, 165 Broadway, 32<sup>nd</sup> Floor, New York, New York, and each of their past, present and future, employees, officers, directors, principals, parents, subsidiaries, affiliates, divisions, agents, representatives, shareholders, predecessors, successors and assigns.

C. As used herein, APS shall mean APS Contracting, Inc. having offices at 155-161 Pennsylvania Avenue, Suite 2, Paterson, New Jersey, and each of its past, present and future employees, officers, directors, principals, parents, subsidiaries, affiliates, representatives, agents, representatives, successors and assigns.

D. As used herein, UCIA means Union County Improvement Authority, a public body corporate and politic of the State of New Jersey created pursuant to the New Jersey County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., having offices at 1499 Routes 1 and 9, Rahway, New Jersey, and each of its past, present and future employees, officers, directors, principals, parents, subsidiaries, affiliates, representatives, agents, representatives, successors and assigns.

E. "Property" means the Union County Family Court Building, 2 Cherry Street, Elizabeth, Union County, New Jersey.

F. "Litigation" means all claims that were or could have been asserted in the civil litigation in the United States District Court, District of New Jersey, entitled Lynchburg Steel & Specialty Company v. Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, Civil Action No. 2:16-cv-00616-SDW-LDW.



II. RELEASE.

A. LSS hereby releases the Surety, APS and UCIA from any and all claims that involve, arise from or relate to any and all claims which LSS ever had, now has, or hereinafter can, shall or may have against the Surety, APS and UCIA in connection with or that involve, arise from or relate to the Property and/or the Litigation.

B. The exception to the terms of this Release shall be the right of LSS to enforce the provisions of a certain Settlement Agreement dated as of September 2, 2016.

III. PAYMENT.

LSS has received valuable consideration in exchange for making this Release. LSS agrees that it will not seek anything further, including any other payment from the Surety, APS or UCIA.

IV. WHO IS BOUND.

LSS, as defined above, is bound by this Release. This Release is made for the benefit of the Surety, APS and UCIA as defined above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and/or seals the day and year first above written.

[SIGNATURE ON NEXT PAGE]

Attest/Witnesseth:

LYNCHBURG STEEL & SPECIALTY COMPANY

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

Doug B. Anderson  
President

STATE OF VIRGINIA

)

)

ss.:

COUNTY OF AMHERST

)

I CERTIFY that on September \_\_, 2016, Doug B. Anderson personally came before me and acknowledged under oath, to my satisfaction, that he (a) executed the attached Release as the President of Lynchburg Steel & Specialty Company; (b) is authorized to execute the attached Release on behalf of such corporation; and (c) executed the attached Release as the act of such corporation.

\_\_\_\_\_  
Notary Public of the State of Virginia

# EXHIBIT B

RELEASE

This Release, dated as of September \_\_\_, 2016, is given:

BY: the Releasers, Fidelity and Deposit Company of Maryland and Zurich American Insurance Company (collectively, the "Surety"),

TO: Lynchburg Steel & Specialty Company, referred to as "LSS".

I. DEFINITIONS.

A. As used in this Release, "Surety" shall mean Fidelity and Deposit Company of Maryland having offices at 600 Red Brook Blvd., Suite 600, Owings Mills, Maryland and Zurich American Insurance Company having offices at One Liberty Plaza, 165 Broadway, 32<sup>nd</sup> Floor, New York, New York, and each of their past, present and future, employees, officers, directors, principals, parents, subsidiaries, affiliates, divisions, agents, representatives, shareholders, predecessors, successors and assigns.

B. As used herein, "LSS" shall mean Lynchburg Steel & Specialty Company, with offices at 275 Francis Avenue, Monroe, Virginia, and its past, present and future employees, officers, directors, principals, parents, subsidiaries, affiliates, representatives, agents, representatives, successors and assigns.

C. "Property" means the Union County Family Court Building, 2 Cherry Street, Elizabeth, Union County, New Jersey.

D. "Litigation" means all claims that were or could have been asserted in the civil litigation in the United States District Court, District of New Jersey, entitled Lynchburg Steel & Specialty Company v. Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, Civil Action No. 2:16-cv-00616-SDW-LDW.

## II. RELEASE.

A. The Surety hereby releases LSS from any and all claims that involve, arise from or relate to any and all claims which Surety ever had, now has, or hereinafter can, shall or may have against LSS in connection with or that involve, arise from or relate to the Property and/or the Litigation.

B. The exception to the terms of this Release shall be the Surety's right to seek to enforce the provisions of a certain Settlement Agreement dated as of September 2, 2016.

## III. CONSIDERATION.

The Surety has received valuable consideration in exchange for making this Release. The Surety agrees that it will not seek anything further, including any payment from LSS.

## IV. WHO IS BOUND.

The Surety, as defined above, is bound by this Release. This Release is made for the benefit of LSS as defined above.

IN WITNESS WHEREOF, the parties have hereunto set their  
hands and/or seals the day and year first above written.

Attest/Witnesseth: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name:  
Title:

Attest/Witnesseth: ZURICH AMERICAN INSURANCE COMPANY

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name:  
Title:

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.:

I CERTIFY that on \_\_\_\_\_, 2016, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that he (a) executed the attached Release as an officer of Fidelity and Deposit Company of Maryland; (b) is authorized to execute the attached Release on behalf of such corporation; and (c) executed the attached Release as the act of such corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.:

I CERTIFY that on \_\_\_\_\_, 2016, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that he (a) executed the attached Release as an officer of Zurich American Insurance Company; (b) is authorized to execute the attached Release on behalf of such corporation; and (c) executed the attached Release as the act of such corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT C**



RELEASE

This Release, dated as of September \_\_\_\_, 2016, is given:

BY: the Releasor, APS Contracting, Inc. referred to as  
"APS,"

TO: Lynchburg Steel and Specialty Company, referred to as  
"LSS."

I. DEFINITIONS.

A. As used in this Release, "APS" shall mean APS Contracting, Inc., with offices at 155-161 Pennsylvania Avenue, Suite 2, Paterson, New Jersey, and each of its past, present and future employees, officers, directors, principals, parents, subsidiaries, affiliates, representatives, agents, representatives, successors and assigns.

B. As used herein, "LSS" shall mean Lynchburg Steel & Specialty Company, with offices at 275 Francis Avenue, Monroe, Virginia, and its past, present and future employees, officers, directors, principals, parents, subsidiaries, affiliates, representatives, agents, representatives, successors and assigns.

C. "Property" means the Union County Family Court Building, 2 Cherry Street, Elizabeth, Union County, New Jersey.

D. "Litigation" means all claims that were or could have been asserted in the civil litigation in the United States District Court, District of New Jersey, entitled Lynchburg Steel

& Specialty Company v. Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, Civil Action No. 2:16-cv-00616-SDW-LDW.

II. RELEASE.

A. APS hereby releases LSS from any and all claims that involve, arise from or relate to any and all claims which APS ever had, now has, or hereinafter can, shall or may have against LSS in connection with or that involve, arise from or relate to the Property and/or the Litigation.

B. The only exception to the terms of this Release shall be the right of APS to seek to enforce the provisions of a certain Settlement Agreement dated as of September 2, 2016.

III. CONSIDERATION.

APS has received valuable consideration in exchange for making this Release. APS agrees that it will not seek anything further, including any payment from LSS.

IV. WHO IS BOUND.

APS, as defined above, is bound by this Release. This Release is made for the benefit of LSS as defined above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and/or seals the day and year first above written.

[SIGNATURE ON NEXT PAGE]

Attest/Witnesseth: APS CONTRACTING, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name:  
Title:

STATE OF NEW JERSEY       )  
                                  )  
COUNTY OF \_\_\_\_\_ )       ss.:

I CERTIFY that on September \_\_, 2016,  
\_\_\_\_\_ personally came before me and  
acknowledged under oath, to my satisfaction, that he (a)  
executed the attached Release as an officer of APS Contracting,  
Inc.; (b) is authorized to execute the attached Release on  
behalf of such corporation; and (c) executed the attached  
Release as the act of such corporation.

\_\_\_\_\_  
Notary Public of the State of New Jersey

**EXHIBIT D**

GREENBAUM, ROWE, SMITH & DAVIS LLP  
Luke J. Kealy, Esq.  
99 Wood Avenue South  
Iselin, New Jersey 08830-2712  
(732) 549-5600  
lkealy@greenbaumlaw.com  
Attorneys for Claimant/Subcontractor  
Lynchburg Steel & Specialty Company

LYNCHBURG STEEL & SPECIALTY  
COMPANY,

Claimant/Subcontractor,

and

UNION COUNTY IMPROVEMENT  
AUTHORITY,

Public Agency.

DISCHARGE OF MUNICIPAL  
MECHANIC'S LIEN CLAIM

TO: Union County Improvement Authority  
1499 Route 1 and 9  
Rahway, New Jersey 07065

PLEASE BE ADVISED that on behalf of the  
Claimant/Subcontractor, Lynchburg Steel & Specialty Company, the  
undersigned hereby authorizes you to discharge the Notice of  
Municipal Mechanic's Lien Claim that was filed on or about May  
22, 2015 in the amount of \$437,114.56.

LYNCHBURG STEEL & SPECIALTY COMPANY

By: \_\_\_\_\_  
Doug B. Anderson  
President

Dated: September \_\_, 2016

# EXHIBIT E

**HEDINGER & LAWLESS L.L.C.**

Attorneys at Law

147 Columbia Turnpike, Suite 200

Florham Park, New Jersey 07932

(973) 301-9100

Attorneys for Claimant / Subcontractor,

Eastern Shore Steel Erectors, Inc.

**EASTERN SHORE STEEL  
ERECTORS, INC.,**

Claimant/Subcontractor,

and

**UNION COUNTY IMPROVEMENT  
AUTHORITY,**

Public Agency.

**DISCHARGE OF MUNICIPAL  
MECHANIC'S LIEN CLAIM**

**TO: Union County Improvement Authority**  
1499 Route 1 and 9  
Rahway, New Jersey 07065

**PLEASE BE ADVISED** that on behalf of the Claimant/Subcontractor, Eastern Shore Steel Erectors, Inc., the undersigned hereby authorizes you to discharge the Notice of Municipal Mechanic's Lien Claim that was filed on August 26, 2016 in the amount of \$245,748.80.

Dated: September\_\_\_\_, 2016

By: \_\_\_\_\_  
Craig Dillon, President  
Eastern Shore Steel Erectors, Inc.

LAW OFFICE OF  
**HEDINGER**  
&  
**LAWLESS**  
L.L.C.

# **EXHIBIT F**



GREENBAUM, ROWE, SMITH & DAVIS LLP  
Luke J. Kealy, Esq. (LJK0457)  
99 Wood Avenue South  
Iselin, New Jersey 08830-2712  
(732) 549-5600  
lkealy@greenbaumlaw.com  
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

LYNCHBURG STEEL & SPECIALTY  
COMPANY,

Plaintiff,

v.

FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND, ZURICH AMERICAN  
INSURANCE COMPANY, APS  
CONTRACTING, INC., TRIPLE B  
FABRICATING, INC., and UNION  
COUNTY IMPROVEMENT AUTHORITY,

Defendants.

Civil Action No. 2:16-cv-00616-  
SDW-LDW

*(Electronically Filed)*

STIPULATION OF DISMISSAL

THIS MATTER having been amicably resolved by and between plaintiff Lynchburg Steel & Specialty Company and defendants Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, APS Contracting, Inc. and Union County Improvement Authority, it is hereby stipulated and agreed by the foregoing parties, through their respective counsel, that the within action, be and the same hereby is dismissed with

prejudice and without costs as to defendants Fidelity and  
Deposit Company of Maryland, Zurich American Insurance Company,  
APS Contracting, Inc. and Union County Improvement Authority,  
and without prejudice as to defendant Triple B Fabricating, Inc.

GREENBAUM, ROWE, SMITH & DAVIS LLP  
Attorneys for Plaintiff

By: \_\_\_\_\_  
Luke J. Kealy

Dated: \_\_\_\_\_

BARON SAMPSON LLP  
Attorneys for Defendants  
Fidelity and Deposit Company of  
Maryland and Zurich American Insurance  
Company

By: \_\_\_\_\_  
Scott D. Baron

Dated: \_\_\_\_\_

DANIEL C. CARMALT, ESQ.  
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\_\_\_\_\_  
Daniel C. Carmalt

Dated: \_\_\_\_\_

DECOTIIS FITZPATRICK & COLE, LLP  
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By: \_\_\_\_\_  
Ryan J. Scerbo

Dated: \_\_\_\_\_