

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING CHANGE ORDER NO. 24 (INCLUDING
CREDITS) TO THE CONTRACT WITH CGT CONSTRUCTION,
INC. FOR THE CONSTRUCTION OF THE UNION COUNTY CHILD
ADVOCACY CENTER LOCATED AT WEST JERSEY STREET IN
ELIZABETH, NEW JERSEY**

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, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, the Authority and the County of Union have previously entered into a shared services agreement by and between the Authority and the County for the provision of services in connection with the Union County Child Advocacy Center Project ("Project"), pursuant to which the Authority and the County determined that the Authority shall be responsible for the implementation of construction of the Project; and

WHEREAS, in accordance with the Agreement, in December 2010, the Authority sought bids pursuant to New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* for the construction of the Project and on January 19, 2011, awarded the contract in the amount of \$2,190,000 (the "Contract") for the Project to CGT Construction, Inc. (the "Contractor"); and

WHEREAS, due to the fact that the Contractor will not be installing the video surveillance and irrigation systems as contained in the original specifications (CREDITS - \$40,000); and the need to use an elevator operator for delivery, install two hose bids and install additional electrical outlets (see attached increases totaling \$22,883.00); and

WHEREAS, the Contractor has proposed Change Order No. 24 to the Project, decreasing the net overall cost of the Contract by \$17,117.00, which will reflect the Contractor's decreased third-party costs.

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Change Order No. 24 (including CREDITS) to the Project in the form attached hereto and made a part hereof be approved, and the Contract between the Authority and the Contractor be modified to reflect the net decreased cost of \$17,117.00 for the Project, bringing the total Project construction cost to \$2,581,712.00; and

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

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

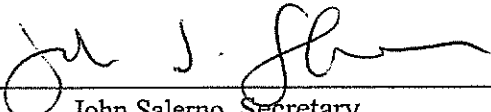
Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING CHANGE ORDER NO. 24 (INCLUDING CREDITS) TO THE CONTRACT WITH CGT CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE UNION COUNTY CHILD ADVOCACY CENTER PROJECT LOCATED AT WEST JERSEY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on September 12, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: September 12, 2012

[SEAL]

**NEWPORT CONSTRUCTION**

6032 Marlton Pike
Pennsauken, NJ 08109
P:(866) 662-9500 F:(866) 662-9511
www.newportconstruction.com

Owner Change Order Request

Document ID: 127COR 38

COR #: 38

Interior & Exterior Alterations of UCCAC

Project ID #: 0192

Interior & Exterior Alterations of UCCAC

Issued Date: 9/10/2012

Re-Submit Date:

Req. Response Date:

TO:

Union County Improvement Authority
10 Cherry Street
Elizabeth, NJ 07202

FROM:

CGT Construction Inc.
10 Franklin Avenue
Edison, NJ 08837

Contact: Mark W. Brink

Contact: Gregg Cooke

RE: miscellaneous changes August 2012

Generated by:

Schedule Impact: 14 days (Cal. Days)

Change Result of: Design Coordination

Status: OPN

Cost Code	Detail Code	Trade	Amount	Description
00600		Bonding /	\$442.18	miscellaneous changes August 2012
00750		General Conditions /	(\$40,000.00)	credits for irrigation allowance and for security system allowance
00750		General Conditions /	\$12,264.00	cost of general conditions for 2 weeks @ \$6132/week
00750		General Conditions /	\$2,500.00	\$2500 cost as partial reflection of total cost of elevator operator for furniture installation, per verbal agreement between parties
00800		Insurance /	\$331.64	miscellaneous changes August 2012
01251		General Contractor Fee /	\$1,839.60	gc fee of 15% on our work
01251		General Contractor Fee /	\$500.50	gc fee of 10% on work of others (waived on elevator operator)
15400		Plumbing /	\$1,500.00	estimated cost for 2 exterior hose bibbs
16050		Electrical Procedures /	\$0.00	miscellaneous changes August 2012
16050		Electrical Procedures /	\$1,200.00	estimated cost for 3 additional outlets for televisions, from local available circuits
16050		Electrical Procedures /	\$2,305.00	cost for installation of 7 outlets for condensate pumps, per attached quote
00000		Profit /	\$0.00	
Total ((\$17,117.08)) rounded to			(\$17,117.00)	

Notes:

This COR is for various items as described in the draft change order # 24 forwarded by J Ramentol.

- * The approval of this document is important to the progress of the job. Your approval is required as soon as possible.
- * Accumulation of changes affecting the scope of work with no request for additional time may result in a COR for a time extension.
- * We will not proceed with changes until response is received.

Owner Change Order Request

Document ID: 127COR 38

COR #: 38

Interior & Exterior Alterations of UCCAC

Project ID #: 0192

Interior & Exterior Alterations of UCCAC

Issued Date:

9/10/2012

Re-Submit Date:

Req. Response Date:

Upon signature of the Owner, this form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount.

CGT CONSTRUCTION INC.

CONTRACTOR

10 Franklin Avenue

ADDRESS

Edison, NJ 08837

Gregg Cooke

DATE

UNION COUNTY IMPROVEMENT AUTHORITY

OWNER / PARTNER

10 Cherry Street

ADDRESS

Elizabeth, NJ 07202

Mark W. Brink

ANTHONY SCUTARI, CHAIRMAN

9/12/12

DATE



AIA Document G701™ - 2001

Change Order

PROJECT (Name and address): Union County Child Advocacy Center 242 W. Jersey St. Elizabeth, NJ 07202	CHANGE ORDER NUMBER: 24 DATE: September 10, 2012	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): CGT Construction, Inc. 10 Franklin Avenue Edison, NJ 08837	ARCHITECT'S PROJECT NUMBER: 09251-001 CONTRACT DATE: February 01, 2011 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The following is a description of additional work resulting from Owner requested items, furniture installation elevator operator cost, field conditions, changes to electrical work for HVAC equipment, & deduction of (2) Contract Allowances.

The detail costs of each item are reflected in the Contractor's GOR # 38 dated 9/10/12, (copy attached)

SUMMARY OF ADDITIONAL WORK:

1. Cost of Elevator Operator for Furniture installation.
2. Installation of (7) condensate pump GFI outlets run from local circuits.
3. Owner requested (3) TV electric duplex electrical outlets run from local available circuits.
4. (2) hose bibb requests in lieu of irrigation system. Locations have been discussed with job superintendent.
5. Cost of General Conditions for (2) weeks.
6. Miscellaneous Insurance & Bonding costs.
7. GC Fees for inhouse work & subcontract work.

SUBTOTAL ADDITIONS: \$22,883.00

SUMMARY OF CREDITS:

8. Credit for Security System Allowance
9. Credit for Irrigation System Allowance

DEDUCT: \$ 30,000.00

DEDUCT: \$ 10,000.00

SUBTOTAL CREDITS: (\$40,000.00)

TOTAL COST OF CHANGE ORDER#24

NET CREDIT (\$17,117.00)

The original Contract Sum was	\$ 2,190,000.00
The net change by previously authorized Change Orders	\$ 408,829.00
The Contract Sum prior to this Change Order was	\$ 2,598,829.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 17,117.00
The new Contract Sum including this Change Order will be	\$ 2,581,712.00

The Contract Time will be increased by Fourteen (14) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 2, 2012. **

**Based on the former revised date of Substantial Completion noted in Change Order #23 of August 19, 2012.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GRA Architects, Inc.
ARCHITECT (Firm name)

312 Springfield Avenue
Berkeley Heights, NJ 07922

ADDRESS

BY (Signature)

James J. Ramentol
(Typed name)

September 12, 2012

DATE

CGT Construction, Inc.

CONTRACTOR (Firm name)

10 Franklin Avenue, Edison, NJ 08837

ADDRESS

BY (Signature)

AGENTS FOR GC
GREEN COKE
Thomas O'Connell, President

(Typed name)

9/12/2012

DATE

Union County Improvement Authority

OWNER (Firm name)

Union County Administration Authority
10 Elizabethtown Plaza, 6th Floor
Elizabeth, NJ 07207

ADDRESS

BY (Signature)

ANTHONY SOLTAR
CHAIRMAN of the BOARD

(Typed name)

9/12/12

DATE

**NEWPORT CONSTRUCTION**

5032 Marlton Pike
Pennsauken, NJ 08109
P: (856) 662-9500 F: (856) 662-9511
www.newportconstruction.com

Owner Change Order Request

Document ID: 127COR 38

COR #: 38

Interior & Exterior Alterations of UCCAC

Project ID #: 0192

Interior & Exterior Alterations of UCCAC

Issued Date: 9/10/2012

Re-Submit Date:

Req. Response Date:

TO:

Union County Improvement Authority
10 Cherry Street
Elizabeth, NJ 07202

Contact: Mark W. Brink

RE: miscellaneous changes August 2012

FROM:

CGT Construction Inc.
10 Franklin Avenue
Edison, NJ 08837

Contact: Gregg Cooke

Generated by:

Change Result of: Design Coordination

Schedule Impact: 14 days (Cal. Days)

Status: OPN

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00000		Profit /	\$0.00	
Total (\$17,117.08) rounded to			(\$17,117.00)	

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- * The approval of this document is important to the progress of the job. Your approval is required as soon as possible.
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- * We will not proceed with changes until response is received.

Owner Change Order Request

Document ID: 127COR 38

COR #: 38

Interior & Exterior Alterations of UCCAC

Project ID #: 0192

Interior & Exterior Alterations of UCCAC

Issued Date:

9/10/2012

Re-Submit Date:

Req. Response Date:

Upon signature of the Owner, this form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount.

CST CONSTRUCTION INC.

CONTRACTOR

10 Franklin Avenue

ADDRESS

Edison, NJ 08837

UNION COUNTY IMPROVEMENT AUTHORITY

OWNER / PARTNER

10 Cherry Street

ADDRESS

Elizabeth, NJ 07202

Gregg Cooke

Mark W. Brink

DATE

DATE

Member Maffey introduced and moved the adoption of the following

resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING CHANGE DIRECTIVE NO. 4 FOR
THE CONSTRUCTION OF THE UNION COUNTY CHILD
ADVOCACY CENTER LOCATED AT WEST JERSEY STREET IN
ELIZABETH, NEW JERSEY**

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

WHEREAS, the Authority and the County of Union ("County") have previously entered into a shared services agreement by and between the Authority and the County for the provision of services in connection with the Union County Child Advocacy Center Project ("Project"), pursuant to which the Authority and the County determined that the Authority shall be responsible for the implementation of construction of the Project; and

WHEREAS, in accordance with the Agreement, in December 2010, the Authority sought bids pursuant to New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* for the construction of the Project and on January 19, 2011, awarded the contract in the amount of \$2,190,000 (the "Contract") for the Project to CGT Construction, Inc. (the "Contractor"); and

WHEREAS, the County has proposed a Change Directive, Change Directive No. 4 (see attached proposed "vendors") for the installation of phone equipment; video cameras and card access; installation of window treatments; and the purchase of a medical examination table and back-up pump batteries; and

WHEREAS, the County had previously entered into an agreement with the Vendors [see e.comm Technologies [phones] and Maffey's Security Group [video], via the Union County Board of Chosen Freeholder Resolution #2012-36 [State Contractors -- See Exhibit A], for installations at all County facilities, including but not limited to, the Project site, and thereby providing accommodation of the agreement with said vendors to all "Local Governmental Contracting Units," including but not limited to the Authority; and

WHEREAS, as to the aforementioned medical examination table, window treatments and back-up batteries, the County solicited quotes pursuant to N.J.S.A. 40A:11-3(a) and (c) even though the product prices are below the quote threshold; and the estimated prices for the products are \$1,000 (not to exceed) for the batteries, \$1,404 (not to exceed) for the medical examination table, and not to exceed \$3,800 for the window treatments (quotes pending) [see quotes attached -- see Exhibit B]; and

WHEREAS, the Authority/Owner [County] has reserved the right to perform separate contracts and purchases related to the Project via Article 6 of the Project General Conditions and Supplementary Conditions; and

WHEREAS, the County has proposed Change Directive No. 4 to the Project, in the amount of not to exceed \$93,000, which amount is included in the Project Budget and to which there are sufficient monies in the Project Fund; and

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Change Directive No. 4 to the Project in the proposal attached hereto and made a part hereof be approved, at a total cost of not to exceed \$93,000, which is included in the Project Budget and sufficient monies exist in the Project Fund thereto; and

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

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING CHANGE DIRECTIVE NO. 4 FOR THE CONSTRUCTION OF THE UNION COUNTY CHILD ADVOCACY CENTER PROJECT LOCATED AT WEST JERSEY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Authority on September 12, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

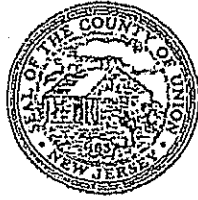
John Salerno, Secretary

Dated: September 12, 2012
(SEAL)

EXHIBIT A

County Vendors (State Contracts)

- e.comm Technologies [\$40,367] – phone equipment
- Maffey's Security Group – [\$43,264] – security and video surveillance



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2012-36

JANUARY 8, 2012

CHAIRMAN ALEXANDER MIRABELLA

WHEREAS, pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c) the County of Union is permitted to utilize contracts entered into by the State of New Jersey for the purchase of materials, supplies and equipment; and

WHEREAS, the attached list identifies vendors and the contract number for each:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby allows the County of Union to utilize contracts entered into by the State of New Jersey for the purchase of materials, supplies and equipment pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c) as per the attached list for the period of January 1, 2012 through December 31, 2012.

Subject to Inclusion in the Budget 2012 BUDGET:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

F.W.P.

Alexander Mirabella

Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Angel G. Encals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Christopher Hubert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Abdourah S. Jalloh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Beate Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Deborah P. Seaton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Daniel P. Sullivan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

AMENDMENT # 01

T-1316

SOLICITATION #21415

Date: February 23, 2012

To: All Using Agencies and
Cooperative Purchasing Participants

From: James E. Strype, Purchase Bureau

Subject: Telecommunications Equipment & Services

Contract Period: February 1, 2012 to January 31, 2017

1. The following authorized dealers are added to Contract A80802, Avaya Communications, Inc.:

✓ e-Comm Technologies, Inc. ✓
11 Melanie Lane, Suite 9
East Hanover, NJ 07936
Contact: Susan Kolsby
Phone: (973) 503-5808
Fax: (973) 739-0083
Email: skolsby@ecommt.com
(Categories: PL00001 & PL 00004)

Johnston Communications,
322 Belleville Turnpike
North Arlington, NJ 07031
Contact: Steve Mullen
Phone: 210-428-2010
Fax: 210-428-2060
Email: stevenm@johnstoncom.com
(Categories: PL00001, PL00002 & PL 00004)

Strategic Products and Services, LLC
300 Littleton Road, Suite 200,
Parsippany, NJ 07054
Contact: Tadd Gruenewald
Phone: 973-852-5038
Fax: 973-852-5038
Email: tgruenewald@spscom.com
(Categories: PL00001, PL00002 & PL 00004)

e.comm
Technologies

Invoice

11 MELANIE LANE, SUITE 9
EAST HANOVER, NJ 07936
(973) 503-5800

INVOICE NO: 0040935-IN
INVOICE DATE: 9/5/2012

ORDER NO: 0039830
ORDER DATE: 6/11/2012
SALESPERSON: KM
CUSTOMER No: 1101044

SOLD TO:
COUNTY OF UNION
10 ELIZABETHTOWN PLAZA
ELIZABETH, NJ 07202-3451
CONFIRM TO: AL SANCHEZ

SHIP TO:
COUNTY OF UNION CHILD ADVOCACY
240 WEST JERSEY
ELIZABETH, NJ 07202

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS		
80980565500			Net 30 Days		
ITEM NUMBER	SHIPPED	ITEM DESCRIPTION	PRICE	AMOUNT	
AVA-211775	1.00	CM S8300 G450	0.000	0.00	
AVA-195313	1.00	COMPACT FLASH READER W/CARD	126.000	126.00	
AVA-208013	1.00	AURA R5 ENT ED 50 USER	4,480.000	4,480.00	
AVA-208221	1.00	S8300 COMBO LIC	0.000	0.00	
AVA-212337	1.00	INTGR MNGT R5.0 ASA VAM CM LI	0.000	0.00	
AVA-212338	1.00	INTER MGMT R5.0 NMC CM LIC	0.000	0.00	
AVA-212484	1.00	CC R5.0 BASIC RFA INDICATOR	0.000	0.00	
AVA-259400	1.00	MEDIA ENCRYPTION R5 & PRIOR	0.000	0.00	
AVA-700451206	1.00	IA770 R5.0 MEDIA KIT	0.000	0.00	
AVA-700456270	1.00	ADMIN TOOLS 5.2 CD	0.000	0.00	
AVA-700456288	1.00	ENM TOOLS 5.2 CD	0.000	0.00	
AVA-700500754	1.00	PROGNOSIS VOIP MONITORING R3 C	0.000	0.00	
AVA-207650	1.00	CM 5.0 S8300 W/G450 SFTWR LIC	0.000	0.00	
AVA-228744	50.00	UCER 5.2 ONE-X MOBILE CLIENT	0.000	0.00	
AVA-228745	50.00	UCE R5.2 R5.X SFTW ENTERPRISE	0.000	0.00	
AVA-228746	50.00	UCE R5.2 R5.S STANDARD EDITION	0.000	0.00	
AVA-228747	50.00	UCE R5.2 AE SERVICES	0.000	0.00	
AVA-228932	50.00	UCE R5.2 EC500 R 8.X	0.000	0.00	
AVA-228933	50.00	UCE R5.2 IP SOFTPHONE	0.000	0.00	
AVA-229762	50.00	UCE R5.2.1 STD/ WEMEE 5.2 NEW	0.000	0.00	
AVA-405362641	1.00	PWR CORD 9X10 IN USA 17505 FM	19.550	19.55	
AVA-700406267	1.00	S8300/S8400 CD/DVD ROM DRIVE R	196.000	196.00	
AVA-700459456	1.00	G450 MP80 W/POWER SUPPLY NON-	4,760.000	4,760.00	
AVA-700463532	1.00	S8300D SERVER-NON GSA	2,016.000	2,016.00	
AVA-700464506	1.00	USB MODEM USP5637-OEM 56K ROHS	140.000	140.00	
AVA-700466626	4.00	MM711 ANALOG MEDIA MODULE - NO	896.000	3,584.00	
AVA-700466634	1.00	MM710B E1/T1 MEDIA MODULE - NO	1,680.000	1,680.00	
AVA-700476344	1.00	CM5.2.1 LINUX UNITY SFTW CD NE	56.000	56.00	
AVA-700501048	2.00	MM717 24 PORT DIGITAL CARD	1,545.600	3,091.20	
AVA-700500204	40.00	9404 TELSET FOR CM/IE	218.400	8,736.00	

Continued

Invoice

Page: 2

e.comm
Technologies

11 MELANIE LANE, SUITE 9
EAST HANOVER, NJ 07936
(973) 503-5800

INVOICE NO: 0040935-IN
INVOICE DATE: 9/5/2012

ORDER NO: 0039830
ORDER DATE: 6/11/2012
SALESPERSON: KM
CUSTOMER No: 1101044

SOLD TO:
COUNTY OF UNION
10 ELIZABETHTOWN PLAZA
ELIZABETH, NJ 07202-3451
CONFIRM TO: AL SANCHEZ

SHIP TO:
COUNTY OF UNION CHILD ADVOCACY
240 WEST JERSEY
ELIZABETH, NJ 07202

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS		
80980565500			Net 30 Days		
ITEM NUMBER	SHIPPED	ITEM DESCRIPTION	PRICE	AMOUNT	
AVA-N0119573	40.00	CATS PATCH CORD 10 FT	10.080	403.20	
AVA-700395445	1.00	120A CSU CABLE 50FT RHS	48.720	48.72	
AVA-721620001	62.00	TECHNICIAN HOURLY RATE	175.000	10,850.00	
/ISSUE	0.00		0.000	0.00	
		NJ STATE CONTRACT T1316			
/ISSUE	0.00		0.000	0.00	
		VCP CODE - 0009999991			
/ISSUE	0.00		0.000	0.00	
		PLEASE SEE SOW FOR COMPLETE JOB DETAIL. JOB IS A NEW LOCATION CUSTOMER WOULD LIKE TO HAVE COMPLETED BY THE END OF JULY.			
AVA-232253	1.00	SA CM MODEL	0.000	0.00	
AVA-222156	40.00	SA ESS ENT ED R6 SM SIP CONN R	0.000	0.00	
AVA-222814	50.00	SA ESS UCE R5.2+ AES R5 DMCC B	0.000	0.00	
AVA-222816	50.00	UPG ADV UCE R5.2+AES R5 DMCC B	0.000	0.00	
AVA-222817	50.00		0.000	0.00	
AVA-222819	50.00	UPG ADV UCE R5.2+AES R5 PROP T	0.000	0.00	
AVA-204066	1.00	TRACK SUPT AC AURATM R5 ENT ED	0.000	0.00	
AVA-242256	50.00		0.000	0.00	
AVA-242268	50.00		0.000	0.00	
AVA-242280	50.00	SA ESS UCE R5.2+ ONE-X PORTAL	0.000	0.00	
AVA-242292	50.00	SA ESS UCE R5.2+ AES R5 UNFD D	0.000	0.00	
AVA-242316	50.00	SA ESS UCE R5.2+ IP SOFTPHONE	0.000	0.00	
AVA-249522	50.00	UPG ADV UCES5.2+ONE-X MBL R1/R	0.000	0.00	
AVA-249528	50.00	UPG ADV UCES R5.2+ONE-X COMM R	0.000	0.00	
AVA-249534	50.00	UPG ADV UCES5.2+ONE-X PORTAL R	0.000	0.00	
AVA-249540	50.00	UPG ADV UCES R5.2+AES R5 UNFD	0.000	0.00	
AVA-249552	50.00	UPG ADV UCES5.2+ IP SOFTPHONE	0.000	0.00	
		PER CHANGE ORDER ON 8/8/12			

Continued

Invoice

Page: 3



11 MELANIE LANE, SUITE 9
EAST HANOVER, NJ 07936
(973) 503-5800

INVOICE NO: 0040935-IN
INVOICE DATE: 9/5/2012

ORDER NO: 0039830
ORDER DATE: 6/11/2012
SALESPERSON: KM
CUSTOMER No: 1101044

SOLD TO:

COUNTY OF UNION
10 ELIZABETH TOWN PLAZA
ELIZABETH, NJ 07202-3451
CONFIRM TO: AL SANCHEZ

SHIP TO:

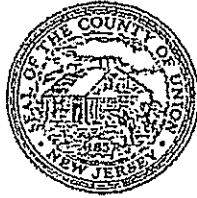
COUNTY OF UNION CHILD ADVOCACY
240 WEST JERSEY
ELIZABETH, NJ 07202

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS		
80980565500			Net 30 Days		
ITEM NUMBER	SHIPPED	ITEM DESCRIPTION	PRICE	AMOUNT	
AVA-88233982	2.00	Siemon 66-Connectorized Block	58.000	116.00	
AVA-22083695	2.00	ALLEN TEL25 PAIR TELCO MF 25ft	32.500	65.00	

To keep costs at a minimum, we would like to know if we can e-mail all invoices.
If interested, please contact Samantha Tierno at stierno@ecommt.com.

Balances over 30 days are subject to a finance charge of 1 1/2% per month

Net Invoice:	40,367.67
Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	40,367.67



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2012-36

JANUARY 8, 2012

CHAIRMAN ALEXANDER MIRABELLA

WHEREAS, pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c) the County of Union is permitted to utilize contracts entered into by the State of New Jersey for the purchase of materials, supplies and equipment; and

WHEREAS, the attached list identifies vendors and the contract number for each:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby allows the County of Union to utilize contracts entered into by the State of New Jersey for the purchase of materials, supplies and equipment pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c) as per the attached list for the period of January 1, 2012 through December 31, 2012.

Subject to Inclusion in the Budget 2012 BUDGET:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

F.W.P.
Alexander Mirabella

Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Mohamed N. Jaleel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Deborah P. Scatena	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	David P. Sullivan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION 2012-580

JUNE 28, 2012

CHAIRMAN ALEXANDER MIRABELLA

WHEREAS, pursuant to N.J.S.A. 40A:11-1 et seq. The vendor listed below has been identified as the lowest responsible bidder in a public bid for the procurement of goods and/or services for the County of Union; and

WHEREAS, the bidding process fully meets the intent and purpose of the fair and open process; and

WHEREAS, the County of Union wishes to enter into a contract with the following vendor:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union hereby authorizes the County Manager to execute any and all contracts for the award of bids to the following vendor(s):

BA# 51-2010

Vendor: Maffey's Security Group Inc.
1172 E. Grand Street
Elizabeth, NJ 07201

Using Division(s): Division of Facilities Management - \$431,000.00
Runnells Specialized Hospital - \$ 50,000.00

Amount/Account No.: \$481,000.00

Open End Contract: Account Not Necessary as per N.J.A.C. 5:30- 5.5

Caption: To exercise the twenty-four (24) month extension option for Security System
Service maintenance; repair and replacement.

Subject to Sufficiency When Ordered :
Approved as to Form:
Certifying as to an Original Resolution:
Certified as to a True Copy:

F.W.P.
[Signature]

Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Mohamed S. Jafar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Withdrawn	Deborah P. Scanlon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Daniel P. Sullivan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MAFFEY'S SECURITY GROUP

1172 EAST GRAND ST.

ELIZABETH, NJ 07201

Ph(908)351-1172 Fx(908)351-1426

Burglar Alarm & Locksmith Lic#BL000006

Estimate

Date	Estimate #
9/6/2011	13480

Bill To
UNION COUNTY COURTHOUSE SHERIFF'S DEPARTMENT RUOTOLO JUSTICE CENTER ELIZABETH, NJ 07207 ATTN:STEVE CARUSO

Ship To
CHILD ADVOCACY 123 WESTFIELD AVE ELIZABETH, NJ

P.O. No.	Terms	Due Date	Rep	Project
		7/7/2011	RDM	13236 CHILD ADVOCACY CENTER 7/11
Quantity	Item	Description	Cost	Total
9	AREAV3155DN	MEGADOME H.264 INDOOR OUTDOOR 3 MEGAPIXEL	1,325.00	11,925.00
		VANDAL RESISTANT DAY/NIGHT CAMERA		
9	AREMDWMT	MEGADOME CAMERA WALL MOUNT BRACKET	109.00	981.00
		Subtotal		12,906.00
	DC	5% DISCOUNT	-645.30	-645.30
9	XPECL	XPROTECT ENTERPRISE SINGLE CAMERA LICENSE	208.00	1,872.00
		BASE LICENSE		
		Subtotal		1,872.00
	MU	15% Markup over net cost	337.80	337.80
3	0285-004	AXIS M3014 IMP FIXED DOME NETWORK CAMERA	499.00	1,497.00
		W/ 2.9mm LENS		
1	MISC	MISC. ELECTRICAL- WIRE, CONNECTORS, CONDUIT,	200.00	200.00
		TRANSFORMERS AS REQUIRED		
64	SVCELE	INSTALLATION OF HARDWARE, WIRING, AND	108.00	6,912.00
		SYSTEM SETUP		
		WIRING WILL BE RUN BY OTHERS		
			Subtotal	\$23,079.50
			Sales Tax (0.0%)	\$0.00
			Total	\$23,079.50

Accepted by/Date _____

MAFFEY'S SECURITY GROUP

1172 EAST GRAND ST.
ELIZABETH, NJ 07201
Ph(908)351-1172 Fx(908)351-1426
Burglar Alarm & Locksmith Lic#BL000006

Estimate

Date	Estimate #
3/30/2012	14398

Bill To
UNION COUNTY COURTHOUSE SHERIFF'S DEPARTMENT RUOTOLO JUSTICE CENTER ELIZABETH, NJ 07207 ATTN:STEVE CARUSO

Ship To
UNION COUNTY CHILD ADVOCACY CENTER 242 WEST JERSEY STREET ELIZABETH, NJ 07202

P.O. No.	Terms	Due Date	Rep	Project	
		3/30/2012	RDM	14398 CHILD ADVOCACY CARD ACCESS 4/12	
Quantity	Item	Description	Cost	Total	
	FOLFLP-111	FRONT DOOR			
	MUI5	FOLGER ADAMS LATCH PROTECTOR	24.13	24.13	
		15% OVER NET COST	15.00%	3.62	
1	SDCPH4Q	ELECTRIC HINGE	75.00	75.00	
	MUI5	15% OVER NET COST	15.00%	11.25	
1	SNMIA	ROUTE THE DOOR EDGE, INSTALL WIRE AND FILL	0.00	0.00	
1	NOTE-	DOOR HARDWARE BY OTHERS - SHOULD BE	0.00	0.00	
		STOREROOM LOCKSET			
1	HID5365DRK	HID MINI PROX READER	278.00	278.00	
	DC20	20% Discount	-20.00%	-55.60	
		SALLYPORT			
1	FOLFLP-111	FOLGER ADAMS LATCH PROTECTOR	24.13	24.13	
	MUI5	15% OVER NET COST	15.00%	3.62	
2	HID5365DRK	HID MINI PROX READER	278.00	556.00	
	DC20	20% Discount	-20.00%	-111.20	
1	NOTE-	DOOR HARDWARE BY OTHERS - SHOULD BE	0.00	0.00	
		STOREROOM LOCK KEYED BOTH SIDES (ASSYLUM FUNCTION)			
		2ND FLOOR STAIRWELL DOORS			
2	SCHL9080LEL-R...	L SERIES FAIL SAFE 24V KEYED SINGLE CYLINDER	1,286.00	2,572.00	
		LESS CYLINDER LEVER, WITH REX L			
		ESCUTCHEON-BRUSHED CHROME			
	DC25	25% DISCOUNT	-25.00%	-643.00	
2	SDCPH4Q	ELECTRIC HINGE	75.00	150.00	
	MUI5	15% OVER NET COST	15.00%	22.50	
2	HID5365DRK	HID MINI PROX READER	278.00	556.00	
	DC20	20% Discount	-20.00%	-111.20	
2	SEN1076C	SPDT WIDE THROW CONTACT	19.50	39.00	
	DC20	20% Discount	-20.00%	-7.80	
			Subtotal		
			Sales Tax (0.0%)		
			Total		
Accepted by/Date _____					

Accepted by/Date

MAFFEY'S SECURITY GROUP

1172 EAST GRAND ST.
ELIZABETH, NJ 07201
Ph(908)351-1172 Fx(908)351-1426
Burglar Alarm & Locksmith Lic#BL000006

Estimate

Date	Estimate #
3/30/2012	14398

Bill To
UNION COUNTY COURTHOUSE SHERIFF'S DEPARTMENT RUOTOLO JUSTICE CENTER ELIZABETH, NJ 07207 ATTN:STEVE CARUSO

Ship To
UNION COUNTY CHILD ADVOCACY CENTER 242 WEST JERSEY STREET ELIZABETH, NJ 07202

P.O. No.	Terms	Due Date	Rep	Project	
		3/30/2012	RDM	14398 CHILD ADVOCACY CARD ACCESS 4/12	
Quantity	Item	Description	Cost	Total	
		ELEVATOR			
1	HID5365DRK	HID MINI PROX READER	278.00	278.00	
	DC20	20% Discount	-20.00%	-55.60	
1	ALTRB5-24	24 VDC RELAY ALTRONICS	21.00	21.00	
	DC20	20% Discount	-20.00%	-4.20	
1	CAMCM120W	VANDAL RESISTANT KEYPAD	90.00	90.00	
	MU15	15% OVER NET COST	15.00%	13.50	
1	IEIPI12VDC	IEI 12VDC FUSED TRANSFORMER	18.50	18.50	
	MU15	15% OVER NET COST	15.00%	2.78	
		Subtotal		3,750.43	
		HEAD END			
1	CMP-IRM413	INTELLIGENT READER MODULE 4 DOOR, HI MEM, POWER SUPPLY, (2) RS485 BOARDS, 10X14X4 CABINET	2,376.00	2,376.00	
1	OSSCMP-IRM213	2 DOOR INTELLIGENT READER MODULE, POWER SUPPLY, 12 X 13 X 4 ENCLOSURE, CMP-001	1,260.00	1,260.00	
1	CMP-CDB005	COMPASS DIGI ETHERNET DAUGHTERBOARD	330.00	330.00	
1	ALTAL600ULM	6 AMP UL POWER SUPPLY W/ FIRE ALARM RELAY	495.00	495.00	
		Subtotal		4,461.00	
	DC20	20% Discount	-20.00%	-892.20	
3	22G/6C SHIELDP...	22 GAUGE 6 CONDUCTOR SHIELDED PLENUM CABLE (1000FT)	155.00	465.00	
2	18G/6C PLENUM	18 GAUGE 6 CONDUCTOR NON-SHIELDED PLENUM (1000 FT)	275.00	550.00	
2	22G/4C PLENUM	22 GAUGE 4 CONDUCTOR NON-SHIELDED PLENUM CABLE (1000 FT)	105.00	210.00	
		Subtotal		1,225.00	
	MU15	15% OVER NET COST	15.00%	183.75	
			Subtotal		
			Sales Tax (0.0%)		
Accepted by/Date _____			Total		

Accepted by/Date _____

MAFFEY'S SECURITY GROUP

1172 EAST GRAND ST.
ELIZABETH, NJ 07201
Ph(908)351-1172 Fx(908)351-1426
Burglar Alarm & Locksmith Lic#BL000006

Estimate

Date	Estimate #
3/30/2012	14398

Bill To
UNION COUNTY COURTHOUSE SHERIFF'S DEPARTMENT RUOTOLO JUSTICE CENTER ELIZABETH, NJ 07207 ATTN:STEVE CARUSO

Ship To
UNION COUNTY CHILD ADVOCACY CENTER 242 WEST JERSEY STREET ELIZABETH, NJ 07202

P.O. No.	Terms	Due Date	Rep	Project	
		3/30/2012	RDM	14398 CHILD ADVOCACY CARD ACCESS 4/12	
Quantity	Item	Description		Cost	Total
1	MISC	MISC. ELECTRICAL- WIRE, CONNECTORS, CONDUIT, TRANSFORMERS AS REQUIRED		225.00	225.00
104	SVCUCELE	UNION COUNTY CO-OP SYSTEM SERVICES CONTRACT HOURLY LABOR RATE		108.00	11,232.00

EXHIBIT B

(Separate Purchase Orders/Quotes)

- Medical Exam Table [low quote of \$1,404 – Jameson Medical, Inc.]
- Back Up Batteries [low quote of \$794; Base Products, Corp.]
- Window Treatments (not to exceed \$3,800 – quotes pending)

Jameson Medical, Inc.

8811 First Bloom Road
Charlotte, NC 28277
704-341-5819
704-341-5831 (fax)

Quotation

Date
8/21/2012

Bill To
Union County Child Advocacy Center 123 Westfield Avenue Elizabeth, New Jersey 07208 908-965-3879 - John

Ship To
SAME

Terms	Rep
	GGG

Via	F.O.B.	Project
Common		

Quantity	Item Code	Description	Price Each	Amount
1	JM52-40E-145	Two Drawer Cabinet Table w/ Side Step. Removable Top / Reversible Drawers *Discounted per ggg	1,289.00	1,289.00
1	B-LiftGateDelivery	Lift Gate Delivery	115.00	115.00
		**Color to be determined		
		** Purchase Orders Accepted Fax to 704-341-5831		
			Total	\$1,404.00



3230 Bethany Lane, Suite 8
 Ellicott City, MD 21042
 customerservice@medicaldevicedepot.com
 877-646-3300 fax: 410-505-4567

Sales Quotation

Date 8/23/2012

Quotation # 4597

Name / Address

Union County Child Advocacy Center
 John Esmerado
 123 Westfield Avenue
 Elizabeth, NJ 07208

Ship To

Union County Child Advocacy Center
 John Esmerado
 123 Westfield Avenue
 Elizabeth, NJ 07208

Terms	Rep			
Prepay	CP			
Item	Description	Qty	Rate	Total
5050	UMF Bariatric Table with Power Back (Standard Premium Top), 800 lb Capacity, 1 Function Hand Control	1	2,819.92	2,819.92
999	Shipping, Insurance via Curbside Freight		215.00	215.00
Thank you for giving us the opportunity to give you this quotation. We are confident that you will find our pricing to be extremely competitive, and we look forward to working with you on your purchase.		Subtotal		\$3,034.92
		Sales Tax (0.0%)		\$0.00
		Total		\$3,034.92

amazon.com

PLACE ORDER

Review Your Order

By placing your order, you agree to Amazon.com's [privacy notice](#) and [conditions of use](#)

Shipping Address:

Union County Child Advocacy Center
240 W JERSEY ST
ELIZABETH, NJ 07202-1302
United States
Phone: 908 965 3879

[Change Ship to multiple addresses](#)

Billing Information:

VISA ending in 9772 [Change](#)

Billing Address:

John Esmerado

[Change](#)

United States

[Change](#)

Gift Cards & Promotional Codes:

[Apply](#)[Place your order](#)

Order Summary

Items (3):	\$696.00
Shipping & Handling:	\$98.00
Total Before Tax:	\$794.00
Estimated Tax To Be Collected:	\$0.00

Order Total: \$794.00

Estimated shipping: Sept. 17, 2012 - Sept. 18, 2012

Choose a shipping speed:

- ☒ Standard (3-5 business days)
☐ Expedited (1-3 business days)



MK Deep Cycle Gel Cell 12 Volt Battery for Backup Sump Pumps
\$232.00

Quantity: 3 [Change](#)

Sold by: Base Products Corporation
Gift options not available.

[How are shipping costs calculated?](#)[Why has sales tax been applied? See tax and seller information](#)[Do you need help? Explore our Help pages or contact us](#)

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an e-mail message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an e-mail notifying you that the item has been shipped.

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Remove Qty.

Product(s)

Price

1

3

PeakFlow 12V Maintenance Free Deep Cycle 105AH AGM Battery -
PFAGM31

\$899.97

UPDATE

Shipping & Tax Calculator

Sub-Total: \$899.97

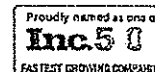
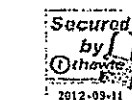
Why Shipping Charges?

State: NJ

Zip Code: Enter Zip

07033

Tax: \$0.00

CHECKOUT

You may also like...

PeakFlow Clear Quiet Check Valve
1-1/2" \$29.99**ADD TO CART**PeakFlow Clear Quiet Check Valve
2" \$35.99**ADD TO CART**PeakFlow Backup Sump Pump
Installation Kit 1-1/2" \$68.00**ADD TO CART**PeakFlow Big Bottom Sump Basin
(24"x24") \$195.99**ADD TO CART****Receive Weekly How-To Tips & Specials**

Enter Email Address

State

SIGN UP

Sump Pumps Direct is your online backup sump pumps, sump pump systems, pedestal sump pumps, basement sump pumps, emergency sump pumps and sump pump accessories superstore. We carry a wide selection of sump pump accessories including sump pump alarms and sump pump batteries from Basement Watchdog, Peak Flow, Red Lion, StormPro, Wayne and Zoeller.

► Our Story
► Our Stores
► Our History
► Our Experts

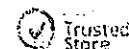
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► Gift Guide
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► Order Tracking
► Privacy Policy
► Return Policy

► Bulk Purchase
► Closeout Central
► Pay by Check
► Scratch & Dent
► Weekly Special

► Product Ads
► New Products
► Seller Central

► Manuals
► Recommendations
► Service Centers
► Technical Support



RESOLUTION NO. 74-2012

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS IN
CONNECTION WITH THE ISSUANCE AND SALE OF THE 2012 NOTES
(CITY OF LINDEN GUARANTEED)**

WHEREAS, the UNION COUNTY IMPROVEMENT AUTHORITY (together with any successor thereto, the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders (together with any successor legislative body, the "Board of Freeholders") of the County of Union, State of New Jersey (together with any successor thereto, the "County") duly adopted as a public body corporate and politic of the State of New Jersey (the "State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the Authority is authorized by law, specifically Section 11 of the Act (N.J.S.A. 40:37A-54(j)), to provide for the planning of and the initiating and carrying out of redevelopment projects for the elimination and prevention of the development of spread of blighted, deteriorated or deteriorating areas and the disposition, for uses in accordance with the objectives of the redevelopment project, of any property or part thereof acquired in the area of such projects; and

WHEREAS, the Authority is acting as a "redevelopment entity" on behalf of the City of Linden, New Jersey (the "City") for purposes of (i) financing a portion of and (ii) implementing the Morning Star Redevelopment Project (the "Redevelopment Project"), consisting of, in part, (a) the acquisition of 19 properties, including commercial, residential and vacant land located on St. Georges Avenue; (b) the relocation of businesses and residents located within the properties; (c) the clearing of said properties and remediation of any environmental contamination associated with the subject properties; and (d) the conveyance of the properties to a "redeveloper" for development of approximately 40,000 square feet of commercial space; and

WHEREAS, on March 5, 2007, the Authority, the City and Morning Star Community Urban Renewal Corporation, a New Jersey non profit corporation (the "Redeveloper") entered into an Amended and Restated Redevelopment for the Redevelopment Project, which agreement may be amended from time to time as required; and

WHEREAS, the estimated project costs associated with the initial phase of the Redevelopment Project, including, inter alia, property acquisition, relocation, demolition, remediation and associated soft costs, including costs associated with the issuance of the Initial Bonds (as hereinafter defined), was \$5,000,000; and

WHEREAS, the Authority financed the initial phase of the Morning Star Redevelopment Project (the "Initial Project") through the issuance of its Revenue Bonds, Series 2007 (City of Linden Morning Star Redevelopment Project) (the "Series 2007 Bonds"); and

WHEREAS, the Authority has acquired all of the privately owned parcels in the Redevelopment Area, including Block 84, Lots 1, 4, 5, 6 & 7 and Block 91, Lots 3, 5, 6, 7, 8, 10, 11 & 12 (the "Authority Properties"), except for Block 91, Lot 9 and the Redeveloper owned properties (Block 91, Lots 1, 2 & 4); and

WHEREAS, additional costs were incurred in connection with the Initial Project, including without limitation, the abatement of asbestos, demolition and clearing of structures, an underground storage tank removal on all Authority Properties; and

WHEREAS, the Authority financed the additional costs of the Redevelopment Project through the issuance of its Bond Anticipation Notes, Series 2010 (City of Linden Morning Star Redevelopment Project) (the "Series 2010 Notes"), as authorized pursuant to the Act, other applicable law and the terms of a resolution of the Authority duly adopted on May 5, 2010 and entitled "Resolution Authorizing the Issuance of Revenue Bonds (City of Linden Morning Star Redevelopment Project) and Additional Bonds of the Union County Improvement Authority", as amended and supplemented, including specifically amended and supplemented by a Certificate of an Authorized Officer of the Authority in accordance with Section 2.02(1)(e) thereof (collectively, the "Bond Resolution"); and

WHEREAS, on September 29, 2011, the Authority refunded the Series 2010 Notes through the issuance of its Bond Anticipation Notes (City of Linden Guaranteed), Series 2011 (the "Series 2011 Notes") and certain other available funds; and

WHEREAS, as the result of an event of default by the Redeveloper under the Redevelopment Agreement, the Authority and the City have collectively terminated the Redevelopment Agreement; and

WHEREAS, the Authority intends to refund the Series 2011 Notes (the "Project") through the issuance of its Bond Anticipation Notes (City of Linden Guaranteed), Series 2012 (the "Series 2012 Notes") and certain other available funds; and

WHEREAS, the Series 2012 Notes will be issued pursuant to the terms of the Act, other applicable law and the Bond Resolution; and

WHEREAS, the proceeds of the Series 2012 Notes will be applied to, inter alia, the payment of the (a) costs of the Project, (b) costs of issuing the Series 2012 Notes, and (c) any other costs set forth in the Bond Resolution; and

WHEREAS, the principal of (including mandatory sinking fund installments, if any) and the interest on the Series 2012 Notes will be secured by (i) a Deficiency Agreement by and among the City, U.S. Bank, National Association (the "Trustee") and the Authority (the "Deficiency Agreement", a form of which is attached hereto as Exhibit A) dated the date of the Series 2012 Notes and (ii) a guaranty of the City (the "Guaranty") pursuant to a guaranty ordinance of the City and as further set forth in a Guaranty Agreement by and among the Authority, the City and the Trustee (the "Guaranty Agreement", a form of which is attached

hereto as Exhibit B) which Guaranty provide for payments in amounts sufficient to pay in a timely manner the principal of (including mandatory sinking fund installments, if any), and the interest on the Series 2012 Notes, pursuant to the terms of which Guaranty the City shall be obligated, if necessary, to make such guaranty payments from the levy of ad valorem taxes upon all of the taxable property within the City, without limitation as to rate or amount; and

WHEREAS, as authorized pursuant to the Bond Resolution, the Authority shall enter into a negotiated sale or private placement of the Series 2012 Notes with one more underwriters, or other bond purchaser, pursuant to the terms of a bond purchase agreement (the "Purchase Agreement") a form of which is attached hereto as Exhibit C.

NOW THEREFORE, BE IT RESOLVED by the Authority as follows:

Section 1. The issuance and sale of the 2012 Notes, as authorized pursuant to and in accordance with the terms of the Bond Resolution, is hereby ratified and confirmed.

Section 2. The Chairman, Vice Chairman, Treasurer or Executive Director (each an "Authorized Officer"), are hereby each severally authorized and directed, upon the satisfaction of any and all legal precedents related thereto, to execute and deliver the Deficiency Agreement, the Guaranty Agreement and the Purchase Agreement, with such changes as such Authorized Officer, after consultation with such counsel and any advisors to the Authority (collectively, the "Authority Consultants"), deems necessary, desirable or convenient in such Authorized Officer's sole discretion.

Section 3. The Secretary of the Authority is hereby authorized and directed, upon the execution or acknowledgment of the documents as set forth herein to attest to the Authorized Officer's execution or acknowledgment of such documents and is hereby further authorized and directed to thereupon affix the seal of the Authority to such documents.

Section 4. Upon the execution, acknowledgment or consent and attestation of and if required, the placing of the seal of the Authority on any agreement, the Authorized Officer is hereby authorized and directed to (i) deliver such fully executed, attested or consented and sealed agreement to the other parties thereto and (ii) perform such other actions as the Authorized Officer deems necessary, desirable or convenient in relation to the execution, acknowledgement or consent and delivery thereof.

Section 5. The Authorized Officers are each hereby further authorized to perform any act, execute, acknowledge or consent and deliver any other document, instrument or certificate, which the Authorized Officer, after consultation with the Authority Consultants, deems necessary, desirable or convenient in connection with the transaction referred to herein, including without limitation, to the extent required by Rule 15c2-12 promulgated by the Securities Exchange Act of 1934, as amended and supplemented, a continuing disclosure agreement with the City and the Trustee, and the Secretary is hereby further authorized and directed to attest to such execution, acknowledgement or consent and to affix the seal of the Authority to any such document, instrument or certificate.

Section 6. All actions taken to date by the Authority, the Authorized Officers and the Authority Consultants in connection with the matters set forth herein are hereby ratified and approved.

Section 7. This resolution shall take effect immediately.

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS IN CONNECTION WITH THE ISSUANCE AND SALE OF THE 2012 NOTES (CITY OF LINDEN GUARANTEED)** is a true copy of a resolution adopted by the governing body of the Authority on September 12, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
JOHN SALERNO, Secretary

Dated: September 12, 2012
[SEAL]

EXHIBIT B
FORM OF GUARANTY AGREEMENT

**GUARANTY AGREEMENT
BY AND AMONG
UNION COUNTY IMPROVEMENT AUTHORITY,
CITY OF LINDEN AND
U.S. BANK, NATIONAL ASSOCIATION**

**Regarding:
Union County Improvement Authority
Bond Anticipation Notes, Series 2012
(City of Linden Guaranteed)(Federally Taxable)**

THIS AGREEMENT, dated as of September 27, 2012, by and among the City of Linden, a body politic and corporate of the State of New Jersey (the "City"), the Union County Improvement Authority (the "Authority" or the "Redevelopment Entity") a public body corporate and politic duly created and validly existing under the laws of the State, and U.S. Bank, National Association (the "Trustee"), a national banking association duly organized and validly existing under the laws of the United States of America (this "Guaranty Agreement").

WITNESSETH:

WHEREAS, the Authority has been duly created by an ordinance of the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey (the "State") pursuant to 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 (the "Act"); and

WHEREAS, the Authority is authorized by law, specifically Section 11 of the Act (N.J.S.A. 40:37A-54(j)), to, among other things, provide planning of and initiating and carrying out redevelopment projects for the elimination and prevention of the development of spread of blighted, deteriorated or deteriorating areas and the disposition, for uses in accordance with the objectives of the redevelopment project, of any property or part thereof acquired in the area of such projects;

WHEREAS, the Authority is acting as a "redevelopment entity" on behalf of the City for purposes of (i) financing a portion of and (ii) implementing the Morning Star Redevelopment Project (the "Redevelopment Project"), consisting of, in part, (a) the acquisition of 19 properties, including commercial, residential and vacant land located on St. Georges Avenue; (b) the relocation of businesses and residents located within the properties; (c) the clearing of said properties and remediation of any environmental contamination associated with the subject properties; and (d) the conveyance of the properties to a "redeveloper" for development of approximately 40,000 square feet of commercial space;

WHEREAS, on October 5, 2005, the Authority, the City and Morning Star Community Urban Renewal Corporation, a New Jersey non profit corporation (the "Redeveloper") entered into that certain Redevelopment Agreement for the Redevelopment Project, as may be amended and supplemented (the "Redevelopment Agreement");

WHEREAS, the Authority has acquired all of the privately owned parcels in the Redevelopment Area, including Block 84, Lots 1, 4, 5, 6 & 7 and Block 91, Lots 3, 5, 6, 7, 8, 10, 11 & 12 (the "Authority Properties"), except for Block 91, Lot 9 and the Redeveloper owned properties (Block 91, Lots 1, 2 & 4);

WHEREAS, additional costs were incurred in connection with the Redevelopment Project, including without limitation, the abatement of asbestos, demolition and clearing of structures, and underground storage tank removal on the Authority Properties;

WHEREAS, the Authority financed the additional costs of the Redevelopment Project through the issuance of its Bond Anticipation Notes, Series 2010 (City of Linden Morning Star Redevelopment Project) (the "Series 2010 Notes"), as authorized pursuant to the Act, other applicable law and the terms of a resolution of the Authority duly adopted on May 5, 2010 and entitled "Resolution Authorizing the Issuance of Revenue Bonds (City of Linden Morning Star Redevelopment Project) and Additional Bonds of the Union County Improvement Authority", as amended and supplemented, including specifically amended and supplemented by a Certificate of an Authorized Officer of the Authority in accordance with Section 2.02(1)(e) thereof (collectively, the "Bond Resolution"); and

WHEREAS, on September 29, 2011, the Authority refunded the Series 2010 Notes through the issuance of its Bond Anticipation Notes (City of Linden Guaranteed), Series 2011 (the "Series 2011 Notes") and certain other available funds; and

WHEREAS, as the result of an event of default by the Redeveloper under the Redevelopment Agreement, the Authority and the City have collectively terminated the Redevelopment Agreement; and

WHEREAS, the Authority intends to refund the Series 2011 Notes (the "Project") through the issuance of its Bond Anticipation Notes (City of Linden Guaranteed), Series 2012 (the "Series 2012 Notes") and certain other available funds; and

WHEREAS, the Series 2012 Notes will be issued pursuant to the terms of the Act, other applicable law and the Bond Resolution; and

WHEREAS, the proceeds of the Series 2012 Notes will be applied to, inter alia, the payment of the (a) costs of the Project, (b) costs of issuing the Series 2011 Notes, and (c) any other costs set forth in the Bond Resolution; and

WHEREAS, the principal of and the interest on the Series 2012 Notes will be secured by a Deficiency Agreement, dated the date of the Series 2012 Notes, by and among the Authority, the City and the Trustee (the "Deficiency Agreement");

WHEREAS, as further security for the Series 2012 Notes, pursuant to Section 37 of the Act and the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State (N.J.S.A. 40A:2-1 et seq.), as amended and supplemented (the "Local Bond Law"), the City duly and finally adopted on July 20, 2010 a guaranty ordinance entitled "Guaranty Ordinance Of The City Of Linden, In The County Of Union, New Jersey, Regarding The Payment Of The Principal Of And Interest On Certain Revenue Bonds, Series 2010 (City of Linden Morning Star Redevelopment Project) Of The Union County Improvement Authority In An Aggregate Amount Not Exceeding \$1,000,000 For The Purpose of Providing Additional Security in Connection With The Authority's Redevelopment Project" (the "Guaranty Ordinance"), guarantying the payment of the principal of and interest on not more than \$1,000,000 of the principal of the Bonds, as such term is defined in the Bond Resolution and includes the Series 2012 Notes, to be issued by the Authority for or with respect to the Project subject to the terms and conditions agreed to in this Guaranty Agreement plus all interest payable on the Series 2012 Notes;

WHEREAS, the City, the Authority and the Trustee have each duly authorized its proper officials and officers as the case may be, to enter into and execute this Guaranty Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth and the respective undertakings of each party to the other, the City, Authority and the Trustee, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Section 1. City Guaranty. Pursuant to Section 37 of the Act and in accordance with the terms and provisions of the Guaranty Ordinance, the City hereby agrees to fully, irrevocably and unconditionally guaranty the punctual payment of the principal of and interest on \$990,000 of the aggregate principal amount of the Series 2012 Notes, when due, and any and all accrued interest thereon (the "Guaranty"). The full faith and credit of the City are hereby pledged to the full and punctual performance by the City of the Guaranty.

Section 2. Form of City Guaranty Certificate. To evidence the Guaranty, the Mayor of the City shall execute, by manual or facsimile signature, on the Series 2012 Notes a certificate in substantially the following form:

"GUARANTY OF THE CITY OF LINDEN, NEW JERSEY

The payment of the principal of (including mandatory sinking fund installments, if any) and interest on the within Series 2012 Note to the extent considered outstanding under the Bond Resolution is hereby fully and unconditionally guaranteed by the City of Linden, New Jersey (the "City"), and the City is unconditionally liable for the payment, when due, of the principal of and interest on this Series 2012 Note if such payment is not available from revenues of the Authority in accordance with the Bond Resolution.

IN WITNESS WHEREOF, the City of Linden, New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Mayor.

CITY OF LINDEN, NEW JERSEY

Richard J. Gerbounka, Mayor"

Section 3. No Recourse. No recourse shall be had for payment of the principal of or interest on the Series 2012 Notes pursuant to the terms of the Guaranty, or for any claim based thereon, against any officer of the City or any member of the City Council.

Section 4. Notice of an Event of Default under the Bond Resolution. The Authority hereby covenants that it shall provide, or shall cause the Trustee to provide, written notice to the Chief Financial Officer of the City immediately upon the occurrence of an Event of Default pursuant to the Bond Resolution; provided that receipt of such notice shall not be a condition to the performance of this Guaranty by the City.

Section 5. Payments By the City Pursuant to the Guaranty. (a) If the City fails to make a payment under the Deficiency Agreement, the Trustee shall, no later than 9:30 a.m., New Jersey time, on the next succeeding Business Day, provide telephonic notice to the Chief Financial Officer of the City and shall thereafter immediately provide written notice thereof.

(b) On the date which is two (2) Business Days prior to the next succeeding Interest Payment Date or Principal Payment Date, as applicable, the Trustee shall provide written notice sent via facsimile no later than 9:30 a.m., New Jersey time, to the Chief Financial Officer of the City of the amount on deposit with respect to the Series 2012 Notes and the City shall promptly pay to the Trustee the amount necessary to satisfy the deficiency in order to provide for the full payment of the principal of and interest on the Series 2012 Notes on the next succeeding Interest Payment Date or Principal Payment Date, as applicable.

(c) Notwithstanding any other provision of this Guaranty Agreement to the contrary, failure of the Authority or the Trustee to give the City notice as provided herein shall not relieve the City of its obligations under this Guaranty Agreement nor extend the time in which the City shall make such payment.

(d) Notwithstanding any other provision of this Guaranty Agreement to the contrary, the City further agrees that all payments to be made hereunder shall be made prior to the date that payment is due on the Series 2012 Notes.

Section 6. Performance by the City of the Guaranty. The City shall take all necessary actions to punctually pay the principal of and interest on the Series 2012 Notes to the extent of the Guaranty, including, but not limited to, (a) the adoption of an emergency appropriation or an emergency temporary appropriation and the funding of such appropriation in accordance with the requirements of the Local Budget Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State of New Jersey (N.J.S.A. 40A:4-1 et seq.), and the acts amendatory thereof and supplemental thereto, (b) the levy of ad valorem taxes upon all of the taxable property within the City without limitation as to rate or amount, or (c) any other actions that are legally permitted to be taken to meet the requirements of the Guaranty.

The obligations of the City under this Guaranty Agreement shall remain in full force and effect until the entire principal of and interest on the Series 2012 Notes shall have been indefeasibly paid in full or duly provided for in accordance with the provisions of the Bond Resolution.

Without limiting the generality of the foregoing, the obligations of the City hereunder shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by:

(a) any amendment, modification or supplement to the Bond Resolution, Deficiency Agreement, or any related document;

(b) any exercise or nonexercise of or delay in exercising any right, remedy, power or privilege under or in respect of this Guaranty Agreement, or under the Bond Resolution, Deficiency Agreement or any related document (even if any such right, remedy, power or privilege shall be lost thereby), or any waiver, consent, indulgence or other action or inaction in respect thereof;

(c) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against the City, the Authority or the Redeveloper;

(d) any failure to perfect or continue perfection of, or any release or waiver of, any rights given in any property as security for the payment of the Series 2011 Notes;

(e) the genuineness, validity or enforceability of the Bond Resolution, Deficiency Agreement or any related document;

(f) any voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the property of the City, or any marshalling of assets and liabilities, or other similar proceeding affecting the City or any of its assets;

(g) any sale or other transfer of the Project or the Redevelopment Project or any part thereof;
or

(h) any other circumstances which might otherwise constitute a legal or equitable discharge of a guarantor or surety.

Section 7. Right of Enforcement Against the City. In the event of a default in payment of the principal of or interest on the Series 2012 Notes, the Authority, the Trustee or any party to whom the Authority's rights have been assigned may proceed to enforce its rights hereunder and may proceed first and directly against the City under this Guaranty Agreement without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by or available to the Authority or the Trustee.

Section 8. Counterparts. This Guaranty Agreement may be executed in any number of counterparts, each of which shall be executed by the Authority, by the City and by the Trustee and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 9. Applicable Law. The laws of the State shall govern the construction and interpretation of this Guaranty Agreement.

Section 10. Amendments. This Guaranty Agreement may only be amended in a writing signed by the parties hereto.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

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

[SEAL]

CITY OF LINDEN

ATTEST:

By:

Joseph C. Bodek
City Clerk

Richard J. Gerbounka
Mayor

[SEAL]

**UNION COUNTY IMPROVEMENT
AUTHORITY**

ATTEST:

By:

John Salerno
Secretary

Anthony R. Scutari
Chairman

ATTEST:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By:

Paul O'Brien
Vice President

Thomas J. Brett
Vice President

EXHIBIT C
FORM OF PURCHASE AGREEMENT

PURCHASE LETTER

September __, 2012

Union County Improvement Authority
10 Cherry Street
Elizabeth, New Jersey 07207

**Re: \$990,000 Bond Anticipation Note (City of Linden Guaranteed), Series 2012
(Federally Taxable)**

Ladies and Gentlemen:

_____ (the "Underwriter") herein offers to purchase the \$990,000 aggregate principal amount of Bond Anticipation Note (City of Linden Guaranteed), Series 2012 (Federally Taxable), (the "2012 Note"), of the Union County Improvement Authority (the "Authority"), a public body politic and corporate organized and existing pursuant to the County Improvement Authority Law, constituting Chapter 183 of the Law of New Jersey of 1960, and the acts amendatory thereof and supplemental thereto (the "Act"), at a purchase price of \$_____ (representing \$990,000 principal amount of the 2012 Note less an Underwriter's discount of \$_____). The 2012 Note shall be dated September 27, 2012 and shall mature in the amounts and at the interest rates as set forth in the attached Schedule A.

The closing on the sale and purchase of the 2012 Note shall occur on September 27, 2012 at a mutually agreed upon time, at the office of DeCotiis, Fitzpatrick & Cole, LLP, Teaneck, New Jersey ("Bond Counsel"), or on such other date or at such other time or place as shall be agreed upon by the Authority and the Purchaser (the "Closing Date").

The Purchaser's offer to purchase the 2012 Note and the Authority's obligation to deliver the 2012 Note are subject to the following events taking place at or before the Closing Date:

(a) Execution and delivery by Bond Counsel of its unqualified legal opinion confirming the validity, enforceability and State of New Jersey tax exempt status of the 2012 Note;

(b) Execution and delivery by legal counsel to the City of Linden (the "City") of its unqualified legal opinion confirming the validity and enforceability of (i) a Deficiency Agreement by and among the City, U.S. Bank, National Association (the "Trustee") and the Authority (the "Deficiency Agreement") dated the date of the 2012 Note and (ii) a guaranty of the City (the "Guaranty") adopted by ordinance of the City and as further set forth in a Guaranty Agreement by and among the City, the Trustee and the Authority, which Guaranty provides for payments in amounts sufficient to pay in a timely manner the principal of and the interest on the 2012 Note, pursuant to the terms of which Guaranty the City shall be obligated, if necessary, to

make such guaranty payments from the levy of ad valorem taxes upon all of the taxable property within the City, without limitation as to rate or amount;

(c) Receipt of customary closing certificates required by Bond Counsel with regard to this type of issue.

The Purchaser may terminate its obligations hereunder by written notice to the Authority if, at any time prior to the Closing Date:

(a) Legislation shall be enacted or any actions shall be taken by any governmental agency that has the effect of requiring the offer or sale of the 2012 Note to be registered under federal or state securities laws;

(b) In the reasonable judgment of the Purchaser, payment for and delivery of the 2012 Note is rendered impracticable or inadvisable because (a) trading in securities generally shall have been suspended on the New York Stock Exchange, or (b) a general banking moratorium shall have been established by federal, New York or New Jersey authorities;

(c) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Purchaser's reasonable opinion, materially adversely affects the market price or marketability of the 2012 Note; and

(d) There shall have occurred any other event that, in the reasonable judgment of the Purchaser, materially and adversely affects the marketability of the 2012 Note or the market price thereof.

The Purchaser represents that it has been duly authorized to execute this Purchase Letter, to receive acceptance by the Authority of this offer and to execute a receipt for delivery of the 2012 Note on the Closing Date.

This Purchase Letter may not be amended without the written consent of the Purchaser and the Authority, and no obligation imposed by any term of this Purchase Letter may be waived without the written consent of the party entitled to the benefit of such obligation.

The validity, interpretation and performance of this Purchase Letter shall be governed by the laws of the State of New Jersey.

This offer will expire at 11:00 p.m. on Friday, September __, 2012, if not accepted by the Authority.

Very truly yours,

By: _____

Name:

Title:

ACCEPTED:

UNION COUNTY
IMPROVEMENT AUTHORITY

By: _____

Name: Charlotte DeFilippo

Title: Executive Director

Date: September __, 2012

SCHEDULE A

**UNION COUNTY
IMPROVEMENT AUTHORITY**

**BOND ANTICIPATION NOTE (CITY OF LINDEN GUARANTEED), SERIES 2012
(FEDERALLY TAXABLE)**

Maturity	Principal	Interest Rate
[, 2013]		

EXHIBIT A
FORM OF DEFICIENCY AGREEMENT

DEFICIENCY AGREEMENT

This Deficiency Agreement, dated as of September 27, 2012, by and among the City of Linden, a body politic and corporate of the State of New Jersey (the "City"), the Union County Improvement Authority (the "Authority" or the "Redevelopment Entity") a public body corporate and politic duly created and validly existing under the laws of the State, and U.S. Bank, National Association (the "Trustee"), a national banking association duly organized and validly existing under the laws of the United States of America (this "Deficiency Agreement").

WITNESSETH:

WHEREAS, the Authority has been duly created by an ordinance of the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey (the "State") pursuant to 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 (the "Act"); and

WHEREAS, the Authority is authorized by law, specifically Section 11 of the Act (N.J.S.A. 40:37A-54(j)), to, among other things, provide planning of and initiating and carrying out redevelopment projects for the elimination and prevention of the development of spread of blighted, deteriorated or deteriorating areas and the disposition, for uses in accordance with the objectives of the redevelopment project, of any property or part thereof acquired in the area of such projects;

WHEREAS, the Authority is acting as a "redevelopment entity" on behalf of the City for purposes of (i) financing a portion of and (ii) implementing the Morning Star Redevelopment Project (the "Redevelopment Project"), consisting of, in part, (a) the acquisition of 19 properties, including commercial, residential and vacant land located on St. Georges Avenue; (b) the relocation of businesses and residents located within the properties; (c) the clearing of said properties and remediation of any environmental contamination associated with the subject properties; and (d) the conveyance of the properties to a "redeveloper" for development of approximately 40,000 square feet of commercial space;

WHEREAS, on October 5, 2005, the Authority, the City and Morning Star Community Urban Renewal Corporation, a New Jersey non profit corporation (the "Redeveloper") entered into that certain Redevelopment Agreement for the Morning Star Redevelopment Project, as amended and supplemented (the "Redevelopment Agreement");

WHEREAS, the Authority has acquired all of the privately owned parcels in the Redevelopment Area, including Block 84, Lots 1, 4, 5, 6 & 7 and Block 91, Lots 3, 5, 6, 7, 8, 10, 11 & 12 (the "Authority Properties"), except for Block 91, Lot 9 and the Redeveloper owned properties (Block 91, Lots 1, 2 & 4);

WHEREAS, additional costs were incurred in connection with the Redevelopment Project, including without limitation, the abatement of asbestos, demolition and clearing of structures, and underground storage tank removal on the Authority Properties;

WHEREAS, the Authority financed the additional costs of the Redevelopment Project through the issuance of its Bond Anticipation Notes, Series 2010 (City of Linden Morning Star Redevelopment Project) (the "Series 2010 Notes"), as authorized pursuant to the Act, other applicable law and the terms of a resolution of the Authority duly adopted on May 5, 2010 and entitled "Resolution Authorizing the Issuance of Revenue Bonds (City of Linden Morning Star Redevelopment Project) and Additional Bonds of the Union County Improvement Authority", as amended and supplemented, including specifically amended and supplemented by a Certificate of an Authorized Officer of the Authority in accordance with Section 2.02(1)(e) thereof (collectively, the "Bond Resolution"); and

WHEREAS, on September 29, 2011, the Authority refunded the Series 2010 Notes through the issuance of its Bond Anticipation Notes (City of Linden Guaranteed), Series 2011 (the "Series 2011 Notes") and certain other available funds; and

WHEREAS, as the result of an event of default by the Redeveloper under the Redevelopment Agreement, the Authority and the City have collectively terminated the Redevelopment Agreement; and

WHEREAS, the Authority intends to refund the Series 2011 Notes (the "Project") through the issuance of its Bond Anticipation Notes (City of Linden Guaranteed), Series 2012 (the "Series 2012 Notes") and certain other available funds; and

WHEREAS, the Series 2012 Notes will be issued pursuant to the terms of the Act, other applicable law and the Bond Resolution; and

WHEREAS, the proceeds of the Series 2012 Notes will be applied to, inter alia, the payment of the (a) costs of the Project, (b) costs of issuing the Series 2012 Notes, and (c) any other costs set forth in the Bond Resolution; and

WHEREAS, the principal of and the interest on the Series 2012 Notes will be secured by (i) this Deficiency Agreement and (ii) a guaranty of the City (the "Guaranty") adopted by ordinance of the City, which Guaranty provides for payments in amounts sufficient to pay in a timely manner the principal of and the interest on the Series 2012 Notes, pursuant to the terms of which Guaranty the City shall be obligated, if necessary, to make such guaranty payments from the levy of ad valorem taxes upon all of the taxable property within the City, without limitation as to rate or amount, all in accordance with Section 37 ("Section 37") of the Act (N.J.S.A. 40:37A-80);

WHEREAS, the City, the Authority and the Trustee have each duly authorized its proper officials and officers as the case may be, to enter into and execute this Deficiency Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth and the respective undertakings of each party to the other, the City, Authority and the Trustee, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 101. Certain Definitions. Capitalized words and terms which are used in this Deficiency Agreement as defined terms shall, unless otherwise defined herein or unless a different meaning clearly appears from the context, have the meanings which are set forth below (the following words and terms are defined in the preamble to this Deficiency Agreement):

Act	Redeveloper
Authority	Redevelopment Agreement
Authority Properties	Redevelopment Entity
Board of Freeholders	Redevelopment Project
Bond Resolution	Series 2010 Notes
City	Series 2011 Notes
County	Series 2012 Notes
Deficiency Agreement	State
Guaranty	Section 37
Project	Trustee

“Fiscal Year” means, with respect to the City, the period of twelve calendar months, ending with December 31 of any year.

Section 102. Terms Generally. Whenever the context may require, any pronoun which is used in this Deficiency Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise noted, the words “include”, “includes”, and “including” which are used in this Deficiency Agreement shall be deemed to be followed by the phrase “without limitation”. The words “agree”, “agreement”, “approval” and “consent” which are used in this Deficiency Agreement shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed” except as may otherwise be specified. Any other term used herein but not otherwise defined herein shall the meaning as set forth in the Bond Resolution.

Section 103. Short Title. This Deficiency Agreement may hereafter be cited and is herein sometimes referred to as the “Deficiency Agreement”.

A R T I C L E I I

P A Y M E N T S B Y T H E C I T Y

Section 201. Payments by the City. Promptly following the issuance of the Series 2012 Notes, the Authority shall provide the Chief Financial Officer of the City with a schedule showing the debt service requirements with respect to such Series 2012 Notes. On the date which is ten (10) Business Days prior to the date that the Trustee is required to make payments under the Bond Resolution, the Trustee shall give the City notice of the deficiency, if any, and the amount of same, as well as the date such sums are due to the Trustee to make the payments required under the Bond Resolution. Thereafter, five (5) Business Days prior to the date the Trustee is required to make payments under the Bond Resolution, the City shall pay to the Trustee the amount of any actual deficiency or anticipated deficiency in the Debt Service Fund unless otherwise notified in writing by the Trustee. Upon receipt, payment shall be deposited by the Trustee first to the Debt Service Fund to the extent of any deficiency therein, and any balance shall be returned to the City. Notwithstanding any other provision hereof to the contrary, failure by the Trustee to provide the City with notice, as provided above, shall not relieve the City of its obligations to make the payments provided under this Section 201 hereof. All payments by the City under this Section shall be subject to and dependent upon appropriations being made from time to time by the City for the purposes set forth herein.

Section 202. Obligation of City Unconditional. (a) It is expressly understood by the parties hereto that the incurrence of any obligations of the City under this Deficiency Agreement, including any and all transfers and payments to be made hereunder from the City, shall be subject to and dependent upon appropriations being made from time to time by the City for the purposes set forth herein and in Section 36 of the Act (N.J.S.A. 40A:37-79). The obligation of the City to pay the amounts herein provided shall not constitute a debt or liability of the City within the meaning of any constitutional or statutory provision or a pledge of the faith and credit of the City and shall be deemed executory only to the extent of moneys appropriated and no liability shall be incurred by the City beyond the moneys then appropriated.

(b) The obligations of the City under this Deficiency Agreement shall be absolute and unconditional and shall remain in full force and effect for the term hereof, as set forth in Section 304 hereof. The obligations of the City hereunder shall not be affected, modified or impaired upon the occurrence from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the City:

(1) The waiver, compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of the Authority, including without limitation, the termination of the Redevelopment Agreement, or any other agreement which is executed and delivered for or with respect to the Series 2012 Notes or of the payment, performance or observance thereof, or of the closure, severance or termination of the operation of the Redevelopment Project or the Project;

(2) The failure to give notice to the City of the occurrence of an event of default under the provisions of this Deficiency Agreement or any other agreement, including

without limitation, the Bond Resolution or the Guaranty Agreement;

(3) The transfer, assignment or mortgaging or the purported transfer, assignment or mortgaging of all or any part of the Redevelopment Project or the Project or the ownership interest of the Authority or the City in and to the Redevelopment Project or the Project;

(4) The extension of the time for payment of the principal of or interest on the Series 2012 Notes or the time for performance of any obligations, covenants or agreements under or arising out of the Bond Resolution;

(5) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Bond Resolution;

(6) The taking, suffering or the omission of any of the actions referred to in the Bond Resolution or of any actions under this Deficiency Agreement, or any other agreement, including without limitation, the Guaranty Agreement;

(7) The failure, omission, delay or lack on the part of the Authority to enforce, assert or exercise any right, power or remedy conferred on the Authority in this Deficiency Agreement, or any other agreement, including without limitation, the Bond Resolution or the Guaranty Agreement or any other act or acts on the part of the Authority or any of the holders from time to time of the Series 2012 Notes;

(8) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Authority, or any allegation or contest of the validity of this Deficiency Agreement, or any other agreement, including without limitation, the Guaranty Agreement or the Bond Resolution;

(9) To the extent permitted by law, any event or action that would, in the absence of this clause, result in the release or discharge by operation of law of the City from the performance or observance of any obligation, covenant or agreement contained in this Deficiency Agreement;

(10) The default or failure of the City fully to perform any of its obligations set forth in this Deficiency Agreement;

(11) The destruction, non-use or non-availability of the Redevelopment Project or the Project; or

(12) No set-off, counterclaim, reduction, or diminution of any obligation, or any defense of any kind or nature (other than performance by the City of its obligations hereunder) which the City has or may have against the Authority or against any holder of the Series 2012 Notes, shall be available to the City against the Authority or anyone succeeding to the Authority's interest.

(c) The City further guarantees that all payments made with respect to the Series 2012 Notes will, when made, be final and agrees that if such payment is recovered from or repaid by or on behalf of the Authority or the holders of the Series 2012 Notes in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Authority, this Deficiency Agreement shall continue to be fully applicable to such liabilities to the same extent as though the payment so recovered or repaid had never been originally made on such liabilities.

A R T I C L E I I I

MISCELLANEOUS

Section 301. Enforcement and Obligation of Payment. The parties hereto acknowledge that this Deficiency Agreement shall be assigned to the Trustee for the benefit of the holder of the Series 2012 Notes. Every obligation which is assumed by or imposed upon the City by the terms of this Deficiency Agreement shall be enforceable by the Trustee, by appropriate action or proceeding, and the Trustee may have and pursue any and all remedies which are provided by law for the enforcement of every such obligation, including the remedies which are provided by the Act with respect to collection of such overdue amounts.

Section 302. Effect of Breach. Failure on the part of the Trustee in any instance or under any circumstance to observe or fully perform any obligation which is assumed by or imposed upon it by the terms of this Deficiency Agreement, or by law, shall not make the Trustee liable in damages to the Authority or relieve the City of its obligations to make any payment to the Trustee or to fully perform any other obligation which is required of it under the terms of this Deficiency Agreement.

Section 303. Pledge or Assignment. Except as provided herein, this Deficiency Agreement may not be assigned without the prior written consent of all other parties; provided however, this Deficiency Agreement shall not be terminated, modified or changed by the Trustee, the Authority or the City except in the manner (if any) and subject to the conditions (if any) permitted by the terms and provisions of the Bond Resolution.

Section 304. Term of Agreement. This Deficiency Agreement shall terminate, unless otherwise extended by the mutual consent of the parties hereto on the earlier to occur of (a) the final payment of the Series 2012 Notes, (b) the redemption in whole of the Series 2012 Notes prior to the final payment of the Series 2012 Notes, and (c) issuance of refunding bonds issued to refund any Series 2012 Notes which are outstanding as of such date and which are entitled to the benefits of this Deficiency Agreement.

Section 305. Modifications. The provisions of this Deficiency Agreement shall (a) constitute the entire agreement between 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 all parties.

Section 306. Headings. Captions and headings in this Deficiency Agreement are for ease of reference only and do not constitute a part of this Deficiency Agreement.

Section 307. Governing Law. This Deficiency Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance.

Section 308. Counterparts. This Deficiency Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original.

Section 309. Severability. In the event that any provision of this Deficiency Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Deficiency 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 other provisions of this Deficiency Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 310. Secondary Market Disclosure. To the extent required by applicable law, including without limitation, Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, the City hereby agrees that it will enter into the Continuing Disclosure Agreement.

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

[SEAL]

CITY OF LINDEN

ATTEST:

By:

Joseph C. Bodek
City Clerk

Richard J. Gerbounka
Mayor

[SEAL]

**UNION COUNTY IMPROVEMENT
AUTHORITY**

ATTEST:

By:

John Salerno
Secretary

Anthony R. Scutari
Chairman

ATTEST:

**U.S. BANK NATIONAL
ASSOCIATION, as Trustee**

By:

Paul O'Brien
Vice President

Thomas J. Brett
Vice President

RESOLUTION NO.: 75-2012

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING CONTRACT AMENDMENT
NO. 5 TO THE AGREEMENT WITH NETTA ARCHITECTS
LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN
SERVICES IN CONNECTION WITH THE NEW UNION
COUNTY FAMILY COURT BUILDING AT CHERRY
STREET IN ELIZABETH, NEW JERSEY aka THE CHERRY
STREET PROJECT**

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 at Cherry Street in Elizabeth, New Jersey (the "Cherry Street Project"), and the Authority has agreed to undertake all actions necessary to implement the Cherry Street Project, which include, but are not limited to, the hiring of certain professionals; and

WHEREAS, the County has previously contracted with Netta for Architectural and Engineering Design of the Cherry Street Project, as described and included in Netta's proposal dated September 14, 2009, approved on January 21, 2010 by Resolution No. 2010-92 of the Board of Chosen Freeholders of the County of Union, and amended on July 9, 2010 by Resolution No. 2010-354; and

WHEREAS, the Authority, by Resolution No. 21-2012, entered into a contract with Netta (the "Contract") pursuant to which the Authority effectively assumed the County's previous contract with Netta, and also became responsible for the Cherry Street Project, including the services to be provided by Netta in the future; and

WHEREAS, Netta has incurred additional expenses in the amount of \$67,800.00 for additional environmental and geotechnical services in connection with the demolition of 10 Cherry Street and adjoining buildings to prepare the site for the Project, as detailed in Request for Contract Amendment No.5, attached hereto;

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Contract Amendment No. 3 to the Contract be approved in the amount of \$67,800.00 for the as detailed in Request for Contract Amendment No. 5, attached hereto and made a part hereof;

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

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

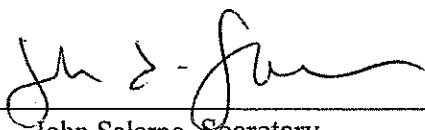
Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING CONTRACT AMENDMENT NO. 5 TO THE AGREEMENT WITH NETTA ARCHITECTS LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN CONNECTION WITH THE NEW UNION COUNTY FAMILY COURT BUILDING AT CHERRY STREET IN ELIZABETH, NEW JERSEY aka THE CHERRY STREET PROJECT** is a true copy of a resolution adopted by the governing body of the Improvement Authority on September 12, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: September 12, 2012
(SEAL)



NettaArchitects

REQUEST FOR AMENDMENT OF PROFESSIONAL SERVICES

August 30, 2012

Mark Brink, Project Director
Union County Administration Building
10 Elizabethtown Plaza 6th Flr
Elizabeth, NJ 07207

RE: ***Request for Contract Amendment No.: 5***

Date of Contract:	January 21, 2010
Project Description:	Justice Complex Family Court Bldg & Parking Deck
Project address:	Elizabeth, NJ
NETTA Project No.: 210951-A	Resolution No.:2010-512 Dated 5/20/10

This request being made this day is to provide the following additional architectural and engineering services to our Contract for Services Agreement referred to in Article 1 Scope of Services and shall further modify our written agreement as listed below:

Additional Environmental and Geotechnical Services as follows;

- *Discovery of one (1) additional 550 gallon heating oil UST and associated sampling, closure and reporting.*
- *Discovery of three (3) former hydraulic piston tanks and associated sampling, closure and reporting.*
- *Oversight of contaminated soil excavation and removal.*
- *Additional soil sampling and remediation as a result of initial sampling results for 17 Lyons Place 550 gallon heating oil tank.*
- *Installation and abandonment of monitoring well to confirm presence or absence of groundwater.*
- *Additional site project meetings and project management.*
- *Geotechnical – Site Visit and meetings to discuss soil re-use of fill material.*

Total Cost for Services \$67,800.00

Total Fee Request for Contract Amendment No.5..... \$ 67,800.00

Additional Design time required to complete all work..... 30 Days

STATEMENT HISTORY

Original Contract Services Fee..... \$ 904,650.00

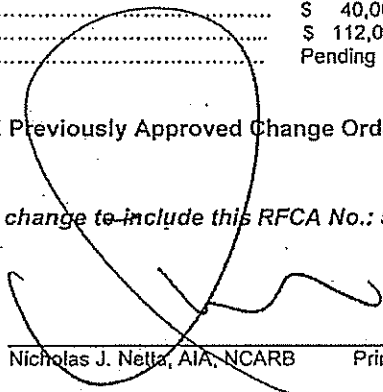
Previously Authorized Amendments:

o CO No. 1..... \$1,810,925.00
o CO No. 2..... \$ 40,000.00
o CO No. 3..... \$ 112,000.00
o CO No. 4..... Pending

Subtotal of Original Contract and Previously Approved Change Orders above\$ 2,867,575.00** plus

**Subtotal Fee noted above shall change to include this RFCA No.: 5 after signing below.....\$ 67,800.00

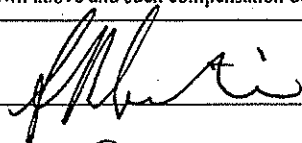
Submitted for approval by:



Nicholas J. Netta, AIA, NCARB Principal

The above estimated fees/costs relating to this Contract Amendment are satisfactory and are hereby accepted. All additional/revised services will be performed in accordance with the same terms and conditions as specified in the original Contract. The client acknowledges that by accepting this Contract Amendment, they agree to compensate Netta Architects as shown above and such compensation does not depend on the Client receiving a Contract Amendment from its client, if applicable.

Authorized Signature (Client):



Date:

9/12/12

Print Name:

ANTHONY SCUTARI

Title:

CHAIRMAN

NETTA ARCHITECTS:

NICHOLAS J. NETTA, AIA, NCARB

Date: