

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING A CLOSED EXECUTIVE SESSION**

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

BE IT RESOLVED that the Board of Commissioners of the Authority will go into Closed Executive Session to discuss a personnel matter; and

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

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING A CLOSED EXECUTIVE SESSION** is a true copy of a resolution adopted by the governing body of the Improvement Authority on July 31, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: July 31, 2013

[SEAL]

RESOLUTION NO. 44-2013

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING A RETIREMENT AGREEMENT
AND GENERAL RELEASE WITH THE EXECUTIVE
DIRECTOR**

WHEREAS, the Union County Improvement Authority (the "Authority") had previously authorized an Employment Agreement with Charlotte DeFilippo to serve as Executive Director; and

WHEREAS, the Executive Director has advised the Authority of her intention to retire her position as Executive Director effective August 1, 2013; and

WHEREAS, the Executive Director has submitted her retirement papers; and

WHEREAS, the Executive Director and the Authority have agreed upon the terms and conditions of the expiration of her employment with the Authority and have set forth the same in the Retirement Agreement and General Release attached hereto;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY as follows:

Section 1. The Authority hereby approves and authorizes the execution of the Retirement Agreement and General Release with Charlotte DeFilippo attached hereto and made a part hereto, the effective date of which shall be August 1, 2013.

Section 2. An executed copy of the Retirement Agreement and General Release and this resolution shall be filed in the Office of the Authority and be available for public inspection in accordance with law.

Section 3. This resolution shall take effect immediately upon its adoption.

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

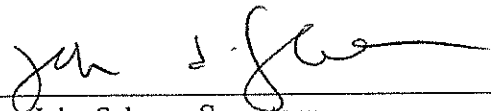
Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING A RETIREMENT AGREEMENT AND GENERAL RELEASE WITH THE EXECUTIVE DIRECTOR** is a true copy of a resolution adopted by the governing body of the Improvement Authority on July 31, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: July 31, 2013
(SEAL)

RETIREMENT AGREEMENT AND GENERAL RELEASE

THIS RETIREMENT AGREEMENT (the "Agreement") made and entered into this ____ day of ____ 2013, by and between the Union County Improvement Authority, with its principal offices located at 10 Elizabethtown Plaza, 6th floor, Elizabeth, NJ 07207 (the "Authority") and Charlotte DeFilippo, whose address is 65 King Street, Hillside, NJ 07205 (the "Executive Director").

WITNESSETH:

WHEREAS, Charlotte DeFilippo is currently employed by the Authority in the position of Executive Director; and

WHEREAS, the Executive Director has advised the Board of Commissioners of the Authority of her intention to retire her position as Executive Director effective August 1, 2013; and;

WHEREAS, the Authority has previously accepted her notice of retirement by Resolution dated May 3, 2013; and

WHEREAS, the Executive Director has submitted her retirement papers; and

WHEREAS, the Executive Director has served the interests of the Authority along with the interests of the Board of Chosen Freeholders and the Citizens of Union County with many years of exemplary and meritorious service; and

WHEREAS, the Executive Director and the Authority have agreed upon the terms and conditions of contractual benefits to be provided upon her retirement along with those benefits which will continue to be provided post-retirement as hereinafter set forth:

1. **HEALTH CARE, MEDICAL AND PRESCRIPTION DRUG BENEFITS.** Upon the effective date of her retirement the Executive Director, by virtue of her employment contract with the Authority, is entitled to receive paid health care insurance, prescription drug and

medical benefits from the Authority for the remainder of her lifetime. The Executive Director shall therefore be provided, at no expense, with continuous participation in the Authority's health care and prescription drug plan. The Executive Director shall not be required to make any payment or contribution to the cost of such continuing health care and medical benefits, or prescription drugs other than the requisite co-payment at such time as covered medical services or prescription drugs are provided pursuant to the Authority's health care plan. This benefit shall be provided by the Authority for the remainder of the Executive Director's lifetime and this provision shall be binding upon the Authority and/or any successor entity or assignees and is binding on any entity which is or may become responsible for the obligations of the Authority.

2. RELEASE. In exchange for the consideration provided for in this Agreement, the Executive Director, for herself and her past, present and future heirs, agents and representatives, forever and irrevocably releases and discharges the Authority and its past, present and future offices, officers, trustees, employees, attorney, agents, representatives, successors, predecessors, insurers and assigns (hereinafter collectively referred to as the "Authority", from any and all claims against the Authority, resulting from anything which has happened up to the date of this Agreement, including claims of which the Executive Director is unaware and claims which are not specifically released and given up in the following language.

The Executive Director specifically releases and gives up any and all claims she may have against the Authority arising from or relating to her retirement from employment with the Authority, including, but not limited to, claims arising under (1) the Constitution of the United States, (2) the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, (3) Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. § 2000(e) *et seq.*, (4) the Civil Rights Act of 1866, 42 U.S. C. § 1981 *et seq.*, (5) the Americans with Disabilities Act of 1990, 29 U.S.C. § 12101 *et seq.*, (6) the Family and Medical Leave Act, 29 U.S.C. § 2601 *et*

seq., (7) the Rehabilitation Act of 1973, 29 U.S.C. § 791 *et seq.*, (8) the Equal Pay Act, 29 U.S.C. § 206(d), (9) the Constitution of the State of New Jersey, (10) the Family Leave Act, N.J.S.A. 34:11B-1 *et seq.*, (11) the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, (12) the Conscientious Employee Protection Act, N.J.S.A. 35:19-1 *et seq.*, (13) the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.*, (14) the Civil Service Law, N.J.S.A. 11A:1-1 *et seq.*, (15) any expressed or implied contract between the Authority and the Executive Director, whether oral or written, (16) any provision of Title 40 or Title 40A of the New Jersey Statutes, (17) all regulations promulgated pursuant to any of the aforementioned laws, (18) any other federal, state, county, or local common law; statutes, ordinances, resolutions, and regulations not mentioned above, and (19) any employment manual, handbook, or personnel or Authority policies. Specifically excluded from this Agreement are the Executive Director's rights under the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-1 *et seq.*, her rights to bring a legal action to enforce the terms of this Agreement, and any rights she may have arising under the Employee's Pension and Annuity Fund and related statutes and regulations.

3. CURRENT SALARY AND BENEFITS. Until the effective date of her retirement, i.e., namely August 1, 2013; the Authority shall continue to provide the Executive Director with all compensation and benefits to which she is entitled pursuant to her Employment Agreement with the Authority, including but not limited to her annual salary of \$160,866.43.

4. LEGAL PROTECTION AND INDEMNIFICATION. The Authority shall provide for the Executive Director's legal defense and shall indemnify her as permitted by law in all actions including, but not limited to, any investigatory proceeding and/or all claims made by third parties regarding or pertaining to the Executive Director's actions or inactions, taken or not taken on or before August 1, 2013, arising out of and directly or indirectly related to the

Executive Director's lawful exercise of her powers and regulations. Additionally, the Authority hereby releases and holds the Executive Director harmless from any and all claims arising out of and directly or indirectly related to the Executive Director's lawful exercise of her powers in furtherance of her official duties as Executive Director as provided in the relevant statutes and regulations, excluding all claims relating to criminal wrongdoing, intentional misconduct or conduct outside the scope of her official duties.

5. GOVERNING LAW. This Agreement is made and entered into in the State of New Jersey and shall in all respects be interpreted, enforced and governed under the laws of the State of New Jersey.

6. EFFECTIVE DATE. This Agreement shall become effective upon its approval by the Authority's Board of Commissioners and its execution by the Board Chairman and the Executive Director as witnessed by the Board Secretary.

7. WHO IS BOUND. Both parties are bound by this Agreement. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as any entity which is or shall become responsible for the obligations of the Authority as well as the Executive Director's heirs and the executor of her estate, also are bound. This Agreement is made for the benefit of the parties hereto, and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors, assigns and insurers.

8. NO ADMISSION OF LIABILITY. The parties agree that no provision of this Agreement nor any act required by this Agreement nor the act of any party entering into this Agreement shall be construed as an admission of liability on the part of the Authority or the Executive Director or any other person or entity.

9. ADDITIONAL DOCUMENTS. The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. SAVINGS CLAUSE. If, during the term of this Agreement, it is found that a specific clause(s) of the Agreement is/are illegal under federal or state law, then the remainder of the Agreement not affected by such a ruling shall remain in full force and effect, except that all parties hereto agree that Paragraph: Nos. 1, (Health Care, Medical, and Prescription Drug Benefits), 2 (Release), 3 (Salary), and 4 (Legal Protection and Indemnification) are of the essence of this Agreement and, in the event that any of these provisions are found to be illegal and/or unenforceable under federal or state law, then, at the sole option of the Executive Director, this entire Agreement may become a nullity and the parties shall be left to their respective rights.

11. HEADINGS. The headings set forth in this Agreement are merely for the convenience and it is expressly understood and agreed that the headings shall not control or modify the meaning of this Agreement in any way.

12. PLAIN MEANING. The terms and conditions of this Agreement shall be construed according to their plain meaning, and shall not be construed in favor of or against either the Executive Director or the Authority.

13. NOTICES. Any notices or payments required to be sent pursuant to this Agreement shall be considered to be effective when delivered personally or sent by certified mail, return receipt requested, to:

To The Authority:

Board of Commissioners
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

To the Employee:

Ms. Charlotte DeFilippo
65 King Street
Hillside, NJ 07205

14. COMPLETE AGREEMENT. This Agreement embodies the entire agreement between the parties hereto regarding the Executive Director's retirement from the Authority and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Agreement may not be modified except by a written instrument executed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto set their hands and seals to this separation Agreement effective on the day and year first above written.

EMPLOYEE

WITNESS

Charlotte DeFilippo

Date: _____

Date: _____

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

Anthony R. Scutari, Chairperson

Date: _____

ATTEST:

John Salerno, Secretary

SEAL

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY CERTIFYING TO THE LOCAL FINANCE
BOARD ITS COMPLIANCE REGARDING THE 2012
ANNUAL AUDIT PURSUANT TO N.J.S.A. 40A:5A-17**

WHEREAS, N.J.S.A. 40A:5A-15 requires the governing body of each local authority to cause an annual audit of its accounts to be made; and

WHEREAS, the Report of Audit on the Financial Statements of the Union County Improvement Authority for the fiscal year ended December 31, 2012 has been completed and filed with the Division of Local Government Services pursuant to N.J.S.A. 40A:5A-15; and

WHEREAS, N.J.S.A. 40A:5A-17 requires the governing body of each authority to, within forty-five (45) days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report, and specifically the sections of the audit report entitled "General Comments" and "Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board; and

WHEREAS, members of the governing body have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit report entitled "General Comments" and "Recommendations" in accordance with N.J.S.A. 40A:5A-17.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Union County Improvement Authority hereby certifies to the Local Finance Board of the State of New Jersey that each governing body member has personally reviewed the Report of Audit on the Financial Statements of the Union County Improvement Authority for the fiscal year ended December 31, 2012 and specifically has reviewed the sections of the audit report entitled "General Comments" and "Recommendations," and has evidenced the same by group affidavit in the form prescribed by the Local Finance Board; and

BE IT FURTHER RESOLVED that the secretary of the Union County Improvement Authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this resolution.

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CERTIFYING TO THE LOCAL FINANCE BOARD ITS COMPLIANCE REGARDING THE 2012 ANNUAL AUDIT PURSUANT TO N.J.S.A. 40A:5A-17** is a true copy of a resolution adopted by the governing body of the Authority on July 31, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


JOHN SALERNO, Secretary

Dated: July 31, 2013

[Seal]

LOCAL AUTHORITIES
GROUP AFFIDAVIT

PRESCRIBED BY
THE NEW JERSEY LOCAL FINANCE BOARD

AUDIT REVIEW CERTIFICATION

We, the members of the governing body of the Union County Improvement Authority being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Union County Improvement Authority.
2. We certify, pursuant to N.J.S.A. 40A:5A-17, that we have each reviewed the Report of Audit on the Financial Statements of the Union County Improvement Authority for the fiscal year ended December 31, 2012 and specifically the sections of the audit report entitled "General Comments" and "Recommendations".

Print

Signature

Anthony R. Scutari

Carolyn Vollero

John Salerno

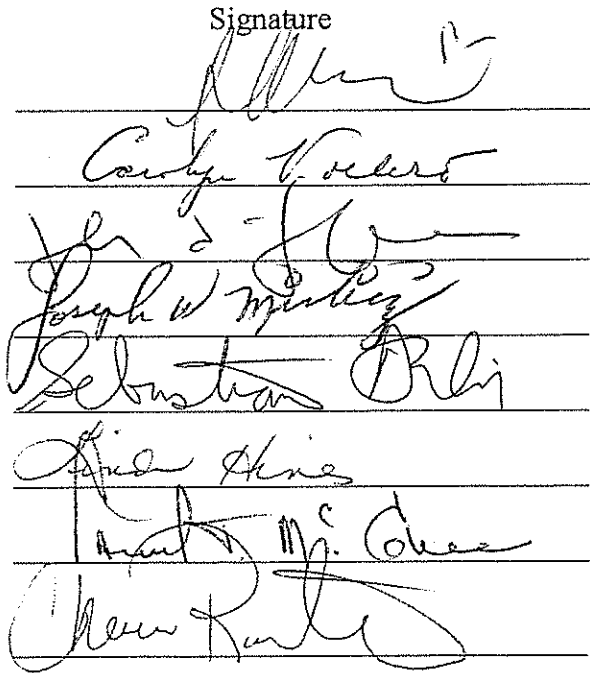
Joseph W. Miskiewicz

Sebastian D'Elia

Linda Hines

Samuel T. McGhee

Cherron Rountree



Sworn to and subscribed before me

this 31st day of July, 2013



Catherine E. Tamasik, Esq.
Attorney at Law, State of New Jersey

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY EXTENDING AN O&M AGREEMENT AND
AUTHORIZING DELIVERY OR EXTENSION OF CERTAIN OTHER
AGREEMENTS AND ADMINISTRATIVE ACTIONS TO BE TAKEN
IN CONNECTION WITH THE UNION COUNTY IMPROVEMENT
AUTHORITY'S RENEWABLE ENERGY PROGRAM**

WHEREAS, the Authority has undertaken the development and implementation of a program (the "Renewable Energy Program") for the financing, design, permitting, acquisition, construction, installation, operation and maintenance of renewable energy capital equipment and facilities such as solar panels, including any related electrical modifications or other work required or convenient for the installation of such systems (collectively, the renewable energy capital equipment and facilities, the "Renewable Energy Projects") for and on behalf of the County and local governmental units within the County, including without limitation municipalities, boards of education for school districts, local authorities and any other local government instrumentalities, public bodies or other local government entities; collectively, including the County (the "Local Units");

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

WHEREAS, in furtherance of the Renewable Energy Program, the Authority, had selected and designated Tioga Solar Union County 1, LLC (the "Company") as the Successful Respondent for the RFP in accordance with the terms of the its proposal; and

WHEREAS, the Renewable Energy Projects procured under the Renewable Energy Program have been installed on, in, affixed or adjacent to and/or for any other Local Unit controlled buildings, other structures, lands or other properties of the Local Units (collectively, the "Local Unit Facilities");

WHEREAS, the Authority has recently been put on notice by the parent of the Company ("Parent"), of the Parent's intention to wind down the business of the Parent and pursuant to the Parent's filing of an assignment for the benefit of creditor's process ("ABC process") in the State of California principally in effect due to the drastic drop in the Solar Renewable Energy Certificate ("SREC") market in New Jersey and elsewhere; and

WHEREAS, because of the Parent's notice and the aforementioned ABC process, the Company no longer has the ability or the available resources to operate and maintain ("O&M") the Local Unit Facilities on its own or through a sub-contractor, the Authority has an immediate need, to take certain actions for the purpose of O&M services for the Local Unit Facilities; and

WHEREAS, as a result of the ABC process on the part of the Parent, there is also a need by the Authority to explore certain temporary extensions of insurance coverages for the Local Unit Facilities as the insurance coverages secured by the Company expire on or about August 1, 2013; and

WHEREAS, it is in the best interest of the Authority and the Local Unit Facilities to temporarily extend and authorize O&M activities for the Company's current sub-contractor for the Company (Huen Pro-Tech Energy, Inc.) as having the requisite knowledge and experience to maintain the Local Unit Facilities on a temporary basis; and

WHEREAS, as a result of the ABC process, counsel to the Authority is in the process of submitting a claim on the \$4,000,000 guaranty with the Parent and has notified the designated ABC representatives of the need for continued maintenance and insurance coverage for the Local Unit Facilities; and

WHEREAS, as a result of the ABC process, there is a need to engage counsel in California to monitor the ABC process and also to engage the appropriate New Jersey consultant to draft the appropriate legislation to address the deficiencies in the New Jersey SREC market; and

WHEREAS, there are sufficient funds in the project administrative funds and cost of issuance funds as held by the project trustee in order to cover the expenses related to the O&M, insurance, legal and related matters as contained herein; and

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

1. The appropriate Authority staff, consultants and counsel are authorized to negotiate and/or extend a temporary agreement with Huen Pro-Tech Energy, Inc. (via the Company and/or the designated ABC representatives) for the purposes of rendering the appropriate temporary O&M services for the Local Unit Facilities; such agreement to be on a month to month basis and to be funded by the various cost of issuance and administrative fund accounts as held by the project trustee.
2. The appropriate Authority staff and consultants are authorized to extend the insurance coverage for the Local Units Facilities (via the Company and/or the designated ABC representatives) funded by the various aforementioned accounts as held by the project trustee.
3. Counsel to the Authority is hereby authorized to negotiate an agreement with the appropriate attorney in the State of California to monitor and advise the Authority regarding the ABC process in an amount not to exceed \$10,000; and, further, counsel is authorized to negotiate an agreement with Gabel Associates, as having the requisite expertise thereto, for the purpose of advising the Authority on legislative options addressing the SREC market in New Jersey in an amount not to exceed \$10,000.
4. The appropriate officers, staff, counsel and consultants are hereby directed to instruct the Trustee to make the appropriate disbursements to the Authority, from the aforementioned accounts, for the purpose of making the appropriate payments/reimbursements for the O&M providers, insurance premiums, ABC counsel, Gabel and Associates, and counsel to the Authority for legal work on all matters contained herein, altogether in an amount not to exceed \$150,000.

5. The authorized officers of the Authority are authorized to execute any necessary documents or agreements referenced herein, upon review of counsel and certification of funds and other such agreements and/or documents necessary to address the situations contained herein.

6. This resolution shall take effect immediately.

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

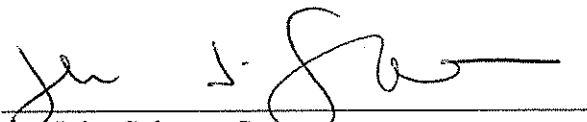
Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY EXTENDING AN O&M AGREEMENT AND AUTHORIZING DELIVERY OR EXTENSION OF CERTAIN OTHER AGREEMENTS AND ADMINISTRATIVE ACTIONS TO BE TAKEN IN CONNECTION WITH THE UNION COUNTY IMPROVEMENT AUTHORITY'S RENEWABLE ENERGY PROGRAM** is a true copy of a resolution adopted by the governing body of the Improvement Authority on July 31, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Date: July 31, 2013

[SEAL]

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING WITH THE
COUNTY OF UNION REGARDING RUNNELLS
SPECIALIZED HOSPITAL OF UNION COUNTY**

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

WHEREAS, the County owns Runnells Specialized Hospital of Union County (the "Hospital") located in Berkeley Heights, New Jersey, which includes a 300-bed licensed long-term care unit ("LTCU") and a separate 440-bed licensed intermediate (closed) adult psychiatric facility ("APF"); and

WHEREAS, in September 2012, the County retained Complete HealthCare Resources-Eastern, Inc. ("CHR") to independently and objectively analyze and evaluate possible options for the Hospital to reduce costs and enable the Hospital to react to a changing health-care environment; and

WHEREAS, CHR issued a report entitled Analysis and Development of Options for County of Union Runnells Specialized Hospital dated January 15, 2013 (the "CHR Report"), which concluded that due to declining reimbursements, decreasing occupancy rates and Medicare census, rising employee and operational costs and capital expense requirements, the County should consider several options for the continuation of the Hospital, such as revenue enhancements, expense reductions and alternative ownership; and

WHEREAS, based upon the CHR Report, the County wishes to explore transferring the Hospital operations to the Authority for the possible transfer of the same to a third party while also evaluating methods of revenue enhancement and expense reduction; and;

WHEREAS, pursuant to the Act, the Authority is authorized to enter into a Memorandum of Understanding with the County to cooperate and plan with the County for the acquisition or operations of a public facility such as the Hospital, including the purchase of the County's rights, title and interest in the Hospital and the possible sale and lease back of the Hospital operations to a third party so as to provide for the continuous public operation of the Hospital; and

WHEREAS, by its Resolution No. 2013-583 dated June 27, 2013, the County has approved a Memorandum of Understanding in the form attached hereto; and

WHEREAS, the Authority desires to execute the Memorandum of Understanding, and

WHEREAS, the Authority desires to execute the Memorandum of Understanding, and proceed with negotiations with the County for the possible purchase and sale of the Hospital and the negotiation of an agreement of sale with terms and conditions acceptable to both the County and the Authority;

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

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

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF UNION REGARDING RUNNELLS SPECIALIZED HOSPITAL OF UNION COUNTY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on July 31, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: July 31, 2013

[SEAL]

1584991

MEMORANDUM OF UNDERSTANDING

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

RECITALS

WHEREAS, the County owns the Runnells Specialized Hospital of Union County (the "Hospital") located in Berkeley Heights, New Jersey, which includes a 300-bed licensed long-term care unit ("LTCU") and a separate 44-bed licensed intermediate (closed) adult psychiatric facility ("APF"); and

WHEREAS, in September, 2012, the County retained Complete HealthCare Resources-Eastern, Inc. ("CHR") to independently and objectively analyze and evaluate possible options for the Hospital to reduce costs and enable the Hospital to react to a rapidly changing health care environment; and

WHEREAS, after analyzing the operations of the Hospital, CHR issued a report entitled *Analysis and Development of Options for County of Union Runnells Specialized Hospital*, dated January 15, 2013 (the "CHR Report"); and

WHEREAS, the CHR Report concluded that due to flat or declining reimbursement, decreasing occupancy and Medicare census, rising employee costs, and annual capital expense requirements, the County's options include, and are not necessarily limited to, revenue enhancements, expense reductions and alternative ownership; and

WHEREAS, based on the CHR Report, and its conclusions and recommendations, the County agrees that it should explore transferring the Hospital operations to the Authority for the possible transfer of such operations to a third-party, while simultaneously evaluating methods of revenue enhancement and expense reduction; and

WHEREAS, pursuant to N.J.S.A. 40:37A-44 *et seq.*, a County may, for the purposes of aiding the Authority and cooperating in the planning, undertaking, acquisition or operation of any

public facility, appropriate funds to the Authority in such installments and upon such terms as may be agreed upon with the Authority; and

WHEREAS, the options available to the County include but are not limited to the possible sale of the Hospital to the Authority, subject to the Authority agreeing to the purchase from the County, all the County's right, title and interest in the Hospital, subject to certain terms and conditions which shall hereafter be set forth in this Memorandum of Understanding, which conveyance may facilitate the possible sale and leaseback of the Hospital operations with a third-party if the County so determines and which would enable the County to monetize the facility while providing for continuous public operation of the Hospital without further public subsidy; and

WHEREAS, under the terms of this Memorandum of Understanding, the obligations of the County to sell and the Authority to purchase are limited to negotiation of a possible purchase and sale agreement with terms and conditions acceptable to both parties.

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

ARTICLE I

DEFINITIONS

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

"Adult Psychiatric Facility License" means the license issued by the DHSS to the County, pursuant to which the County may operate an Adult Psychiatric Facility (APF) at the Hospital, together with all other rights and obligations the County may have, including but not limited to rights under any certificates of need heretofore issued by the DHSS to the County with respect to the Adult Psychiatric Facility.

"Adult Psychiatric Facility Licensed Capacity" means the number of licensed beds (300) in the APF, as evidenced by the Certificate of Need.

"Agreement" means a Purchase and Sale Agreement for Runnells Specialized Hospital, including any Schedules and written amendments or supplements thereto as may be negotiated and agreed to in the future by the Parties.

"Authority" or **"UCIA"** means the Union County Improvement Authority, a public body corporate and politic of the State of New Jersey organized and existing under the County Improvement Authorities Law, N.J.S.A. § 40:37A-1 *et seq.*

"County" or **"Union County"** means the County of Union, New Jersey, a municipal

corporation of the State of New Jersey.

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

"Hospital" means Runnells Specialized Hospital, including a 300-bed licensed Long Term Care Unit (LTCU) and a separate 44-bed licensed, but currently closed, intermediate adult psychiatric facility (APF).

"Hospital Assets" means, collectively, the Hospital Business Assets which include, without limitation, (a) all equipment, machinery, fixtures and furniture belonging to the Hospital; (b) medical and business records; (c) residents' trust accounts; (d) assignable rights under leases, contracts, accounts and franchises, and (e) such other tangible property as may be hereinafter further described and included; the Long Term Care Unit Licensed Capacity, the Adult Psychiatric Facility Licensed Capacity, the Hospital Real Property, and the Hospital Personal Property.

"Hospital Related Documents" means all contracts, agreements, permits, approvals, and licenses set forth in Exhibit ____ attached hereto and incorporated herein, which is necessary for the continued operation, maintenance, management and ownership of the Hospital.

"Hospital Personal Property" means the Personal Property set forth in Exhibit ____ attached hereto and incorporated herein, which the County shall transfer to the Authority pursuant to Section 2.1 of this Agreement.

"Hospital Real Property" means the real property described in Exhibit ____ attached hereto and incorporated herein, which the County shall transfer to the Authority pursuant to Section 2.1 of this Agreement.

"Long Term Care Unit License" means the license issued by the DHSS to the County, pursuant to which the County operates the Long Term Care Unit at the Hospital, together with all other rights and obligations the County may have, including but not limited to rights under any certificates of need heretofore issued by the DHSS to the County with respect to the LTCU.

"Long Term Care Unit Licensed Capacity" means the number of licensed beds (300) in the LTCU, as evidenced by the Certificate of Need.

ARTICLE II

SALE OF PROPERTY

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

- a. Real Property. The land located in the County of Union, State of New Jersey, legally described in Exhibit ____ to this Memorandum, as well as all buildings and improvements located thereon, (the "Real Property"); and
- b. Personal Property. All machinery, equipment, furniture, fixtures, vehicles and supplies owned by the County and located at or exclusively utilized for operation and maintenance of the Hospital, as described in Exhibit ____ to this Memorandum;
- c. Documents. All Hospital Related Documents, including all contracts, agreements, permits, approvals, and licenses set forth in Exhibit ____ to this Memorandum necessary for the continued operation, maintenance, and management of the Hospital. The Parties agree to enter into such assignments or similar agreements as necessary to affect the intent of this Section 2.1.c.

ARTICLE III

PURCHASE PRICE

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

ARTICLE IV

CONTINGENCIES

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

- a. Purchase Price. The Parties must negotiate a purchase price to be paid by the Authority to the County, taking into account fair market value of all assets to be acquired and based upon independent appraisals; and that
- b. Any agreement for purchase and sale of the Hospital to a third-party must provide that a percentage of the beds in the LTCU and the APF (if applicable), remain public, available to all County citizens, and that the deeds transferring the Hospital Real Property shall contain such restrictions in order to ensure such condition in perpetuity; and that

- c. Any agreement for the purchase and sale of the Hospital to a third-party must provide for the Authority to make payment for the Hospital without any guarantee by the County for Authority debt incurred in furtherance of the purchase and must also provide for the possible leaseback of the Hospital from the third-party purchaser for continued operation of the Hospital as a public facility.

ARTICLE V

DUTIES OF THE COUNTY

The County shall negotiate an agreement for possible purchase and sale of the Hospital to the Authority in good faith, utilizing every possible means of accomplishing the transfer of the Hospital Assets to the Authority expeditiously and in furtherance of the recommendations outlined in the CHR Report. The County further agrees to assist the Authority in any reasonable effort to complete its due diligence, including any inquiry that the Authority may make with respect to, among other things, the Hospital operations and cost, staffing, the budget, the licenses, and the licensed capacities. Pursuant to N.J.S.A. 40:37A-44 et seq., the County shall pay to the Authority an amount not to exceed \$100,000.00 to allow the Authority to undertake its due diligence, including but not limited to assigned professional agreements, prior to the project financing, if any. The County shall make periodic payments of said amount to the Authority upon receipt of Vouchers for services rendered directly related to this project. In the event the Authority does, in fact, acquire the County's Hospital assets the \$100,000.00 shall be repaid in full at closing.

ARTICLE VI

DUTIES OF THE AUTHORITY

The Authority shall negotiate an agreement for possible purchase and sale of the Hospital from the County in good faith, utilizing every possible means of accomplishing the purchase of the Hospital Assets expeditiously and in furtherance of the recommendations outlined in the CHR Report. The Authority agrees to undertake this process through issuance of a Request for Qualifications and Requests for Proposals of Purchase Agreement or Lease within ninety (90) days of the date of this Memorandum of Understanding. The Authority further agrees to undertake every reasonable effort to complete its due diligence including any inquiry that the Authority may make with respect to, among other things, the Hospital operations and cost, staffing, the budget, the licenses, and the licensed capacities.

ARTICLE VII

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

[remainder of this page intentionally blank]

IN WITNESS WHEREOF, the County and the Authority have executed this Memorandum of Understanding by having their authorized representatives affix their signatures in the spaces below.

COUNTY OF UNION

Witness

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Seal:

UNION COUNTY IMPROVEMENT AUTHORITY

Witness:

By: John J. Salerno
JOHN SALERNO
SECRETARY

By: [Signature]

Title: _____

Title: CHAIRMAN

Date: 7/31/13

Date: 7/31/13

Seal:

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY ACCEPTING THE UNION COUNTY CHILD
ADVOCACY CENTER PROJECT AS COMPLETE PER THE
NOTICE OF THE ARCHITECT**

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, the Project has now been completed, and the Architect has issued a Notice of Completion (attached) for the Project and a Certificate of Occupancy has been received from the City of Elizabeth; and

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that the Project is hereby accepted as complete and the Project team is hereby authorized to accept all closing documents pursuant to the terms of the Contract and in accordance with applicable New Jersey law; and

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

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

Recorded Vote

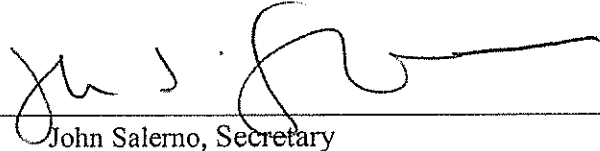
| NAMES | AYE | NO | ABSTAIN | ABSENT |
|---------------------------------|-----|----|---------|--------|
| Anthony R. Scutari, Chairperson | ✓ | | | |
| Carolyn Vollero, V. Chairperson | ✓ | | | |
| John Salerno, Secretary | ✓ | | | |
| Joseph W. Miskiewicz, Treasurer | ✓ | | | |
| Sebastian D'Elia,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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY ACCEPTING THE UNION COUNTY CHILD ADVOCACY CENTER PROJECT AS COMPLETE PER THE NOTICE OF THE ARCHITECT** is a true copy of a resolution adopted by the governing body of the Improvement Authority on July 31, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary

Dated: July 31, 2013



May 6, 2013

Mr. Thomas O'Connell
CGT Construction Co. Inc.
10 Franklin Avenue
Edison, NJ 08837

**Re: Union County Child Advocacy Center Project;
Notice of Completion
(Construction Contract dated February 9, 2011)**

Dear Mr. O'Connell,

Please be advised that this notice constitutes a Notice of Completion, retroactive to February 01, 2013. Also enclosed is the Surety's Contract Status form.

Accordingly, be advised that the one year guarantee and the one year maintenance bond (10% of the final contract amount) will be effective on the above date.

Additionally, be advised that Final Certificate of Payment (retainage as modified by liquidated damages) will be issued upon receipt of those documents listed in Section 00350 of the Contract Documents (noting the agreed upon language for the Affidavits of Payment of Debts and Claims and Release of Liens), in addition to the disposition of the lien dated 3/14/13 [Litespeed Electric, Inc.] by either discharge or by posting of a lien bond, for the purposes of providing statutory release of the Project Funds thereto.

Finally, be advised that the UCIA reserves the right to withhold final payment until such time as to UCIA may wish to formally "accept" the Project by resolution but at no time longer than 30 days from submission and completion of the documents and items contained herein.

Very truly yours,

James J. Ramentol, AIA
GRA Architects, Inc.

Encl.-Surety Partners, Contract Status Inquiry

cc: Gregg Cooke- Newport Construction
Richard Isgard -Surety Partners
John Esmerado - UCCAC
Jonathan Williams, Esq. - DeCotiis, FitzPatrick & Cole
Catherine Tamasik, Esq. - DeCotiis, FitzPatrick & Cole
Mark Brink - UCIA
File: 09.251-001

T:\My Documents\09 PROJECT FILES\09251-001 County of Union- Child Advocacy\Union Co-Child Advocacy Center\CA Services\Project Closure\UCCAC Project notice of completion-1.doc

Member Mushewray 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. 5 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. 5 for the installation of a concrete elevator pit and back-up pump batteries (overriding Change Directive 4 as to this item); and

WHEREAS, as to the aforementioned elevator pit installation and back-up batteries, the County is soliciting quotes pursuant to N.J.S.A. 40A:11-3(a) and (c) even though the product prices are at or below the quote threshold; and the estimated prices are \$2,500.00 (not to exceed) for the batteries, and \$2,000.00 (not to exceed) for the elevator pit installation; and

WHEREAS, the Authority 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. 5 to the Project, in the amount of not to exceed \$4,500.00, which amount is included in the Project Budget and for 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. 5 to the Project in be approved, at a total cost of not to exceed \$4,500.00, which is included in the Project Budget and sufficient monies exist in the Project Fund;

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

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING CHANGE DIRECTIVE NO. 5 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 July 31, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: July 31, 2013

(SEAL)



July 22, 2013

Mr. Jerrold Binney
DeCotiis, FitzPatrick & Cole, LLC
Glenpointe Centre West
500 Frank W. Burr Boulevard - Suite 31
Teaneck, NJ 07666

Re: **UCCAC-Change Directive #5 –**
Back-Up Batteries & Sump Pit Modifications
GRA Project No.: 09.251-001

Dear Jerry:

Please be advised that I am requesting that Change Directive #5 for the back-up batteries and elevator pit work be authorized in the amount not to exceed \$4500.00 for both items.

Upon approval from the UCIA, please advise all appropriate parties in order to commence the purchase & installation of this work.

Very truly yours,

James J. Ramentol

GRA Architects, Inc.
James J. Ramentol, AIA
Principal/Project Manager

JJR/jr
att.

cc: J. Esmerado - UCCAC, (w/ att.)
M. Brink - UCIA (w/ att.)
File: 09.251-001

C:\GRA Administration Backup\My Documents\09 PROJECT FILES\09251.001 County of Union- Child Advocacy\Union Co-Child Advocacy Center\CA Services\Change Orders\Ltr- Change Directive5_072213.doc

RESOLUTION NO. 50-2013

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY IN RECOGNITION OF EXECUTIVE
DIRECTOR CHARLOTTE DEFILIPPO UPON HER
RETIREMENT FROM THE AUTHORITY**

WHEREAS, the Union County Improvement Authority (the "Authority") had previously appointed Charlotte DeFilippo, as the Executive Director of the Authority's Board (the "Board"); and

WHEREAS, Ms. DeFilippo has tendered her letter of resignation from the Authority to the Board; and

WHEREAS, Ms. DeFilippo, a resident of Hillside, New Jersey for 36 years, is one of New Jersey's most influential women in the governmental arena, having served as a member of the Board of Health in Hillside, and was the first woman to serve on the Hillside Board of Adjustment as chairperson, initiated Hillside's first recycling program, and also served as Hillside's Township Clerk; and

WHEREAS, Ms. DeFilippo served the County of Union as a commissioner of the Board of School Estimates, a Union County College trustee, a member of the Children's Shelter Advisory Board, a member of the Board of Social Services, the Planning Board, the Family Courts Advisory Board, the Community Development Revenue Board, the Family Courts Advisory Board, the Community Development Revenue Sharing Board, the Fiscal Affairs Committee and as the chairperson of the Citizen's Insurance Advisory Board; and in 1983 was elected to the Union County Board of Chosen Freeholders and served as Chairperson in 1984; and

WHEREAS, Ms. DeFilippo has served as Union County Democratic Committee Chair, originally one of the only female chairpersons in the State of New Jersey; and

WHEREAS, Ms. DeFilippo, whose tireless work to implement a variety of projects throughout the twenty-one municipalities in the County of Union has greatly enhanced the quality of life in the County, and has established the Union County Improvement Authority and its Board as a forward-thinking, vigorous organization dedicated to the citizens of the County; and

WHEREAS, the Board of Commissioners wish to thank Ms. DeFilippo heartily for her service as Executive Director;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY that the Authority and the Board extend their thanks and best wishes to Charlotte DeFilippo for happiness and health in all her future endeavors; and

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

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

Recorded Vote

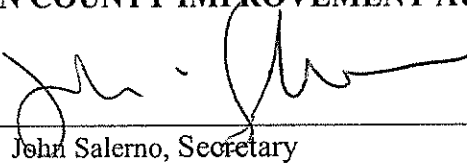
| NAMES | AYE | NO | ABSTAIN | ABSENT |
|---------------------------------|-----|----|---------|--------|
| Anthony R. Scutari, Chairperson | ✓ | | | |
| Carolyn Vollero, V. Chairperson | ✓ | | | |
| John Salerno, Secretary | ✓ | | | |
| Joseph W. Miskiewicz, Treasurer | ✓ | | | |
| Sebastian D'Elia,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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY IN RECOGNITION OF EXECUTIVE DIRECTOR CHARLOTTE DEFILIPPO UPON HER RETIREMENT FROM THE AUTHORITY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on July 31, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____



John Salerno, Secretary

Dated: July 31, 2013

[SEAL]