

**RESOLUTION NO.: 51-2013**

Member M. Shewey introduced and moved the adoption of the following resolution and Member M. Roe seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY DESIGNATING COMMITTEES OF THE  
AUTHORITY FOR THE REMAINDER OF THE YEAR 2013**

**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; and

**WHEREAS**, the Chairman of the Authority's Board of Commissioners (the "Board") may propose committees of the Board; and

**WHEREAS**, the Chairman has submitted a list of committees to be created and remain in effect for the Authority's year 2013;

**NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY** that the committees listed on Exhibit A, attached hereto and made a part hereof, be formed immediately; and

**BE IT FURTHER RESOLVED** that the Chairman shall appoint Commissioners to serve on the various committees;

**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 DESIGNATING COMMITTEES OF THE AUTHORITY FOR THE REMAINDER OF THE YEAR 2013** is a true copy of a resolution adopted by the governing body of the Authority on August 7, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

~~John Salerno, Secretary~~

*Samuel T. McGhee, Acting Sec.*

Dated: August 7, 2013  
(SEAL)

UNION COUNTY IMPROVEMENT AUTHORITY  
COMMITTEES FOR 2013-2014

**I      STANDING COMMITTEES**

FINANCE AND BUDGET

- 1)      John Salerno
- 2)      Cherron Rountree
- 3)

OPERATIONS

- 1)      Cherron Rountree
- 2)      Carolyn Vollero
- 3)

PERSONNEL/PROCUREMENT/INSURANCE

- 1)      Joseph W. Miskiewicz
- 2)      Linda Hines
- 3)

POLICY/ETHICS AND BYLAWS

- 1)      John Salerno
- 2)      Samuel T. McGhee
- 3)

PROJECTS LIAISON

- 1)      Sebastian D'Elia
- 2)      Samuel T. McGhee
- 3)      Cherron Rountree

PUBLIC INFORMATION

- 1)      Sebastian D'Elia
- 2)      Linda Hines
- 3)

**II.     AD HOC COMMITTEES**

GOLF

- 1)      Joseph W. Miskiewicz
- 2)      Carolyn Vollero
- 3)      Samuel T. McGhee

RUNNELLS HOSPITAL

- 1)      Sebastian D'Elia
- 2)      John Salerno
- 3)      Cherron Rountree

**RESOLUTION NO. 52-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY APPOINTING A GOLF COURSE EXPERT TO  
ASSIST WITH THE REVIEW AND EVALUATION OF  
RESPONSES TO THE AUTHORITY'S REQUEST FOR  
QUALIFICATIONS- REQUEST FOR PROPOSALS FOR THE  
LEASE OF THE COUNTY GOLF COURSES AND  
CLUBHOUSE FACILITIES**

**WHEREAS**, the County owns the Galloping Hill Golf Course and the Ash Brooke Golf Course and previously (the "Golf Courses") and previously retained Mareth Advisors of Arlington, Virginia ("Mareth") to independently evaluate the possible transfer of the Golf Courses from the County's Department of Parks and Community Renewal to the Authority, with the intent of providing greater autonomy for the operation of the Golf Courses and to enable the Golf Course facilities to react to changing market conditions and make operational changes; and

**WHEREAS**, Mareth issued a report entitled *Evaluation of Opportunities and Constraints Related to Organizing Golf under Union County's Improvement Authority*, dated May 31, 2012, (the "Mareth Report"), which concluded that strong consideration should be given to moving the Golf Courses to the Authority, and based upon the Mareth Report, the County and the Authority entered a Memorandum of Understanding regarding the Golf Courses to set forth certain terms and conditions that will bear upon their negotiation of an Agreement for the Purchase and Sale of the Golf Courses; and

**WHEREAS**, the Authority thereafter issued a Request for Qualifications/Request for Proposals ("RFQ/RFP") for the Lease of the Golf Courses and Clubhouse Facilities and Provision of Related Services at the Golf Courses by professional golf course operators and managers, and

**WHEREAS**, responses to the RFQ/RFP shall be received by the Authority on August 8, 2013 and shall require immediate review and evaluation; and

**WHEREAS**, the Authority has determined that a proper and thorough review and evaluation of the responses to the RFQ/RFP shall be accomplished by a specially-designated committee (the "Review Committee"), comprised of Commissioners of the Authority and experts in the fields of golf, finance, and law; and

**WHEREAS**, the Authority has asked Joseph A. Tato, the Chairman of the Board of Baltusrol Golf Club, to serve on the Review Committee and Mr. Tato has agreed to serve in a volunteer capacity,

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that Joseph A. Tato be and hereby is appointed to the Review Committee the Authority has created to review and evaluate the responses to the RFQ/RFP; 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 APPOINTING A GOLF COURSE EXPERT TO ASSIST WITH THE REVIEW AND EVALUATION OF RESPONSES TO THE AUTHORITY'S REQUEST FOR QUALIFICATIONS- REQUEST FOR PROPOSALS FOR THE LEASE OF THE COUNTY GOLF COURSES AND CLUBHOUSE FACILITIES** is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 7, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

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

~~John Salerno, Secretary~~

*Samuel T. McGhee, Acting Sec.*

Dated: August 7, 2013

[SEAL]

**RESOLUTION NO. 53-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY APPROVING THE PAYMENT OF RELOCATION  
ASSISTANCE BENEFITS FOR IK CONSTRUCTION, INC.**

**WHEREAS**, the Union County Improvement Authority (the "Authority") acquired the property known as Block 91, Lots 5, 6, 7 & 8, commonly referred to as 1118 & 1122 East Baltimore Avenue, Linden, New Jersey 07036 (the "Property"); and

**WHEREAS**, IK Construction, Inc. ("IK Construction") formerly rented the Property prior to the acquisition by the Authority; and

**WHEREAS**, IK Construction occupied the Property pursuant to a Use and Occupancy Agreement dated January 30, 2008 with the Authority until a Writ of Possession was effected on January 20, 2012; and

**WHEREAS**, in accordance with the Order of Possession entered on October 24, 2011, the Authority is obligated provide relocation assistance in accordance with the New Jersey Relocation Assistance Law, N.J.S.A 52:31B-1, *et seq.*; the Relocation Assistance Act, N.J.S.A. 20:4-1, *et seq.*; and the Regulations for Provision of Relocation Assistance, N.J.A.C. 5:11-1, *et seq.*, promulgated thereunder; and

**WHEREAS**, upon relocating to a temporary location in March 2012 IK Construction made a claim to the Authority for relocation assistance benefits in the amount of \$45,090.00 for moving expenses plus \$66,000.00 for legal fees; and

**WHEREAS**, in August 2012 the Authority made a final determination of relocation assistance benefits to IK Construction in the amount of \$45,090.00 for moving expenses with an offset of \$22,000.00 for unpaid occupancy fees, which determination IK Construction appealed to the Department of Community Affairs in Docket No. CAF 12231-2012N; and

**WHEREAS**, prior to the hearing before the DCA, the parties negotiated a settlement in the amount of \$67,000, inclusive, to resolve all pending claims.

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY** that the Authority and the Board that the Authority agrees to pay to IK Construction relocation benefits in the amount of Sixty-Seven Thousand and 00/100 (\$67,000.00) Dollars to settle all claims between the parties; and

**BE IT FURTHER RESOLVED** that the Executive Director is authorized to execute all documents necessary to effectuate the settlement.

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 THE PAYMENT OF RELOCATION ASSISTANCE BENEFITS FOR IK CONSTRUCTION, INC.** is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 7, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:

John Salerno, Secretary

*Samuel T. McGhee, Acting Sec.*

Dated: August 7, 2013

[SEAL]

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY APPROVING A SETTLEMENT AGREEMENT  
BY AND AMONG THE UNION COUNTY IMPROVEMENT  
AUTHORITY, THE UCIA PLAINFIELD URBAN RENEWAL  
CORP. AND THE CITY OF PLAINFIELD TO RESOLVE  
OUTSTANDING CLAIMS FOR REDEVELOPMENT COSTS  
AND PILOT PAYMENTS**

**WHEREAS**, the Local Redevelopment and Housing Law, ("LRHL") N.J.S.A. 40A:12A-1, *et seq.*, authorizes municipalities to exercise broad powers associated with the improvement of areas determined to be in need of redevelopment including, among other things, the acquisition of land and property, demolition, design, planning, construction, repair, renovation and associated work necessary for the redevelopment of a designated area; and

**WHEREAS**, the LRHL (a) authorizes municipalities to designate a redevelopment entity to carry out redevelopment projects, (b) authorizes municipalities to contract with Improvement Authorities to act as redevelopment entities, and (c) encourages public bodies to cooperate to plan, undertake and carry out redevelopment and housing projects, N.J.S.A. 40A:12A-4(c); -38; and -39; and

**WHEREAS**, the LRHL and the County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.*, (the "Improvement Authorities Law"), authorize the City and the Authority to execute Agreements by and between themselves providing for or relating to the planning, replanning and redevelopment of areas within their jurisdiction, and to do all acts and things which are necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

**WHEREAS**, City and the Authority have entered into a series of Inter-Local Agreements which designate the Authority as the City's redevelopment entity to undertake redevelopment activities in accordance with the LRHL and the Improvement Authorities Law and other governing law ("the Inter-Local Agreements"); and

**WHEREAS**, the Authority has undertaken and performed various services, under the Inter-Local Agreements and to facilitate the City's redevelopment efforts, including, but not limited to: (a) providing for studies and investigations to identify areas in need of redevelopment; (b) preparing plans for the redevelopment of such areas in need of redevelopment; (c) preparing and revising redevelopment agreements with redevelopers, (d) provide or arrange for financing for a redevelopment projects; (e) otherwise assisting the City to implement redevelopment initiatives (collectively, "the Redevelopment Services"); and



**WHEREAS**, the Authority has undertaken and performed the Redevelopment Services for a variety of proposed redevelopment projects within the City, including but not limited to, the Park-Madison Office Project, the North Avenue Redevelopment Area Project, the North Avenue Expanded Area Project, the Richmond and Third Street Project, the Marino's Tract/West Front Street Project, the Teppers Tract (Phase II) Project, the Madison Avenue/West 2<sup>nd</sup> Street Project, the Netherwood Station Redevelopment Area Project, the Block 318 Redevelopment (Macy's Site) Project, the Teppers Tract Infill Project, and the Arlington Heights Project, (collectively, "the Redevelopment Projects"); and

**WHEREAS**, the Authority has incurred expenses and costs in providing the Redevelopment Services (the "Authority Costs") and

**WHEREAS**, in some instances, redevelopers have failed to reimburse the City for City Costs or the Authority for Authority Costs, for a variety of reasons, some related to the economic downturn occasioned by the Recession of 2008, and those claims against redevelopers for unreimbursed costs remain outstanding; and

**WHEREAS**, in connection with the Park-Madison Office Project, the Authority has formed an urban renewal entity, the UCIA Plainfield Urban Renewal Corp., ("the Entity") pursuant to the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, *et seq.*, to facilitate the redevelopment of the Park-Madison Office Project and;

**WHEREAS**, the Entity and the City have entered into a Financial Agreement, dated June 20, 2001 which provides that the Entity shall make payments in lieu of taxes ("PILOT") to the City; and

**WHEREAS**, the City and the Entity and, by extension the Authority, have been engaged in a dispute respecting the amount and timing of PILOT payments which may be due and owing to the City; and

**WHEREAS**, the City, the Authority and the Entity wish to resolve their disputes respecting the liability and payment for Authority Costs and PILOT payments;

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Chairman is authorized to execute the Settlement Agreement by and among the Authority, the City of Plainfield and the UCIA Plainfield Urban Renewal Corp. in substantially the form attached hereto; 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 APPROVING A SETTLEMENT AGREEMENT BY AND AMONG THE UNION COUNTY IMPROVEMENT AUTHORITY, THE UCIA PLAINFIELD URBAN RENEWAL CORP. AND THE CITY OF PLAINFIELD TO RESOLVE OUTSTANDING CLAIMS FOR REDEVELOPMENT COSTS AND PILOT PAYMENTS** is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 7, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

*Samuel T. McGhee*  
John Salerno, Secretary

*Samuel T. McGhee, Acting Sec.*

Dated: August 7, 2013

[SEAL]

**AGREEMENT BY AND AMONG THE UNION COUNTY  
IMPROVEMENT AUTHORITY, THE UCIA PLAINFIELD  
URBAN RENEWAL CORP., AND THE CITY OF PLAINFIELD  
RESOLVING OUTSTANDING CLAIMS FOR  
REDEVELOPMENT COSTS AND PILOT PAYMENTS**

**THIS SETTLEMENT AGREEMENT** is made this \_\_\_\_\_ day of August, 2013 (the "Agreement") by and between the Union County Improvement Authority, a public body corporate and politic of the State of New Jersey (the "Authority"), the UCIA Plainfield Urban Renewal Corp., and the City of Plainfield, a municipal corporation in the State of New Jersey (the "City"). (The Authority, the UCIA Plainfield Urban Renewal Corp., and the City are collectively referred to as "the Parties").

**WITNESSETH:**

**WHEREAS**, the Local Redevelopment and Housing Law, ("LRHL") N.J.S.A. 40A:12A-1, *et seq.*, authorizes municipalities to exercise broad powers associated with the improvement of areas determined to be in need of redevelopment including, among other things, the acquisition of land and property, demolition, design, planning, construction, repair, renovation and associated work necessary for the redevelopment of a designated area; and

**WHEREAS**, the LRHL (a) authorizes municipalities to designate a redevelopment entity to carry out redevelopment projects, (b) authorizes municipalities to contract with Improvement Authorities to act as redevelopment entities, and (c) encourages public bodies to cooperate to plan, undertake and carry out redevelopment and housing projects, N.J.S.A. 40A:12A-4(c); -38; and -39; and

**WHEREAS**, the LRHL and the County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.*, (the "Improvement Authorities Law"), authorize the City and the Authority to execute Agreements by and between themselves providing for or relating to the planning, replanning and redevelopment of areas within their jurisdiction; and

**WHEREAS**, the LRHL and Improvement Authorities Law authorize the City and the Authority to do all acts and things which are necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

**WHEREAS**, City and the Authority have entered into a series of Inter-Local Agreements which designate the Authority as the City's redevelopment entity to undertake redevelopment activities, in accordance with the LRHL and Improvement Authorities Law and other governing law ("the Inter-Local Agreements"); and

**WHEREAS**, the Authority has undertaken and performed various services, under the Inter-Local Agreements to facilitate the City's redevelopment efforts, including, but not limited to: (a) providing for studies and investigations to identify areas in need of redevelopment; (b) preparing

plans for the redevelopment of such areas in need of redevelopment; (c) preparing and revising redevelopment agreements with redevelopers, (d) provide or arrange for financing for a redevelopment projects; (e) otherwise assisting the City to implement redevelopment initiatives (collectively, "the Redevelopment Services"); and

**WHEREAS**, the Authority has undertaken and performed the Redevelopment Services for a variety of proposed redevelopment projects within the City, including but not limited to, the Park-Madison Office Project, the North Avenue Redevelopment Area Project, the North Avenue Expanded Area Project, the Richmond and Third Street Project, the Marino's Tract/West Front Street Project, the Teppers Tract (Phase II) Project, the Madison Avenue/West 2<sup>nd</sup> Street Project, the Netherwood Station Redevelopment Area Project, the Block 318 Redevelopment (Macy's Site) Project, the Teppers Tract Infill Project, and the Arlington Heights Project, (collectively, "the Redevelopment Projects"); and

**WHEREAS**, in providing the Redevelopment Services the Authority has incurred certain expenses and costs (the "Authority Costs"); and

**WHEREAS**, in some instances, redevelopers have failed to reimburse the City for City Costs or the Authority for Authority Costs, for a variety of reasons, some related to the economic downturn occasioned by the Recession of 2008, and those claims against redevelopers for unreimbursed costs remain outstanding ("the Claims"); and

**WHEREAS**, associated with the Park-Madison Office Project, the Authority has formed an urban renewal entity, the UCIA Plainfield Urban Renewal Corp., ("the Entity") pursuant to the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, *et seq.*, to facilitate the redevelopment of the Park-Madison Office Project and;

**WHEREAS**, the Entity and the City have entered into a Financial Agreement, dated June 20, 2001 which provides that the Entity shall make payments in lieu of taxes ("PILOT") to the City; and

**WHEREAS**, the City and the Entity and, by extension the Authority, have been engaged in a dispute respecting the amount and timing of PILOT payments which may be due and owing to the City; and

**WHEREAS**, the City, the Authority and the Entity seek to resolve any outstanding disputes among them respecting the liability and payment for Authority Costs and PILOT payments,

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

## **ARTICLE ONE GENERAL**

**1.01. Incorporation of Recitals and Exhibits.** The Recitals and all Exhibits attached hereto are incorporated herein and made a part of this Agreement.

## **ARTICLE TWO SETTLEMENT AMOUNTS AND PAYMENT**

**2.01. PILOT Payments.** The Entity and the City agree that the City is entitled to PILOT Payments in the amount of \$1,433,968.17 as of August 7, 2013, which amount the Entity and the Authority agree to pay to the City after adjustment for Authority costs in accordance with the provisions of Section 2.02 herein. Any PILOT payments which may become due after August 7, 2013 are not incorporated in this amount and will be due and owing per the PILOT agreement.

**2.02. Authority Costs.** The Authority and the City acknowledge that as payment of the Authority's claims for Redevelopment Costs which have been previously asserted against the City, the Authority has agreed to accept \$342,366.18 in full settlement of that claim and the City has agreed to an adjustment equal to that amount to the payment obligation set forth in Section 2.01 above.

**2.03 Payment Terms.** The adjusted payment referred to in Section 2.01 and Section 2.02 above shall be made by the Authority to the City, without interest within 30 days of the date this Agreement is fully executed. Therefore, the City will receive payment in the amount of \$1,091,601.99 within 30 days of the execution of this Settlement Agreement.

## **ARTICLE THREE ASSIGNMENT AND RELEASE**

**3.01 Assignment of Claims.** The Authority hereby agrees, in consideration of payment of the Authority Costs, the Authority does hereby assign, transfer and set over to the City any and all right, title and interest it may have in any claims or causes of action against any redeveloper for reimbursement of any Authority Costs, whether or not they are reflected in the annexed Statement Of Account, that may be stated against any redeveloper for any of the Redeveloper Projects identified in this Agreement pursuant to any redeveloper agreement that the Authority is or was a party to, or any other applicable agreement, whether or not such agreement expressly provides for such a cause of action or claim, provided however, that, only in the event that the City asserts any claim or cause of action against any redeveloper for reimbursement of funds which may be owing or due the Authority, the City will indemnify and hold harmless the Authority for any cross-claim or counter-claim that may be raised or asserted in any fashion against the Authority by virtue of the City having made a claim or instituted an action to recover reimbursement expense otherwise due and owing to the Authority. However, the City in no way indemnifies the Authority or its entities from any liability or claims originating from redevelopers or contractors who initiate actions against the Authority or its entities.

**3.02 Mutual Release.** Each of the Parties, its respective officers, agents, employees and others acting in concert therewith, for and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, and for the further consideration of this Settlement Agreement, do hereby remise, release, acquit, satisfy, and forever discharge ("the Release") all other Parties to this Agreement, their respective officers, agents, employees and others acting in concert with each of them, from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, contracts, controversies, negligence, professional liability, wrongs, agreements, promises, losses, attorneys fees, court costs, expenses, claims and demands whatsoever, in law or in equity, each Party ever had, now has, or may at any time in the future have, relating to the Payment of Authority Costs or the PILOT payments, from the beginning of the world through the date of this Agreement.

#### **ARTICLE FOUR OTHER OBLIGATIONS OF THE AUTHORITY AND THE CITY**

**Section 4.01. The Clock.** The City and the Authority shall jointly agree upon and purchase a free-standing tower clock to be installed on the Plaza at the Park-Madison Office Project. The Authority's contribution to the cost of the Clock and its installation shall not exceed \$35,000.

**Section 4.02 The Parking Deck.** Upon the City's submission to the Authority of evidence of general liability insurance and a hold harmless agreement, the Public may utilize any available space in the Parking Deck on weekdays (Monday through Friday) from 6 p.m. to 3:00 a.m., and on weekends (Saturdays, Sundays and holidays) from 6 p.m. of the evening preceding the first weekend day or holiday until 3:00 a.m. of the morning following the second weekend day or holiday. The City shall provide security and/or police presence at the Parking Deck during the times described above for public use.

**Section 4.03 Parking Committee.** The City and the Authority shall establish a committee to evaluate the possible installation of paid parking in the Parking Deck.

#### **ARTICLE FIVE MISCELLANEOUS**

**Section 4.01. Modifications.** The provisions of this Agreement (a) shall constitute the entire agreement among the Parties for or with respect to the matters described herein, and (b) may be modified, unless provided herein to the contrary, only by written agreement duly executed by all of the Parties.

**Section 4.02 No Admissions.** The Parties agree and acknowledge that this Settlement Agreement is the result of a compromise for the sole purpose of avoiding the burden and expense of further litigation, and shall not be construed as an admission of any liability, wrongdoing, or responsibility on their parts. This compromise is reached to avoid litigation and constitutes a business accommodation only.

**Section 4.03 Headings.** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

**Section 4.04 Governing Law.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

**Section 4.05 Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**Section 4.06 Execution of Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be executed by the City and by the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

**Section 4.07 Authority.** Each Party hereto represents and warrants that it has all necessary right, title, and authority to enter into this Settlement Agreement, to grant the rights and interests herein granted, and to perform all of its obligations under this Settlement Agreement.

**Section 4.08. Non-Waiver.** Except as specifically set forth herein, no failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either Party of a breach of any term or provision contained herein shall be effective unless in writing and signed by the waiving Party. No consent by either Party to, or waiver of a breach by either Party, whether express or implied, shall be construed to operate as or constitute a consent to waiver of, or excuse of, any other or subsequent or succeeding breach by either Party.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the City of Plainfield, the UCIA Plainfield Urban Renewal Corp., and the Union County Improvement Authority have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

**ATTEST:**

**THE CITY OF PLAINFIELD**

By: \_\_\_\_\_  
City Clerk

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

[SEAL]

**ATTEST:**

**UNION COUNTY IMPROVEMENT  
AUTHORITY**

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

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

**ATTEST:**

**UCIA PLAINFIELD URBAN RENEWAL CORP.**

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

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



**RESOLUTION NO. 55-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY TO AUTHORIZE ANTHONY R. SCUTARI AS  
THE AUTHORITY'S DESIGNATED REPRESENTATIVE  
FOR PURPOSES OF SIGNING AND DELIVERING  
PAYMENT REQUISITIONS TO M&T BANK**

**WHEREAS**, as of August 1, 2013, Charlotte DeFilippo, the former Executive Director of the Authority's retired from her position; and

**WHEREAS**, Ms. DeFilippo was the Authority's designated representative authorized to sign requisitions to M&T Bank directing it to make payment from the escrow funds established at M&T Bank to maintain and supervise the principal the Authority derived from the sale of bonds for a named and approved project; and

**WHEREAS**, due to Ms. DeFilippo's retirement, it is necessary for the Authority to designate a signatory authorized to sign requisitions directed to M&T Bank;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY** that Charlotte DeFilippo be removed as the Authority's representative and Anthony R. Scutari be designated as the Authority's representative for purposes of signing requisitions to M&T Bank; and

**BE IT FURTHER RESOLVED** that Anthony R. Scutari complete M&T Bank's authorization form attached hereto and made a part hereof, and any other forms required for the purpose cited; and

**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 TO AUTHORIZE ANTHONY L. SCUTARI AS THE AUTHORITY'S DESIGNATED REPRESENTATIVE FOR PURPOSES OF SIGNING AND DELIVERING PAYMENT REQUISITIONS TO M&T BANK** is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 7, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

*John Salerno, Secretary*

*Samuel T. McGhee, Acting Sec.*

Dated: August 7, 2013

[SEAL]

**CERTIFICATE OF AUTHORITY**

for

\_\_\_\_\_  
("Client")

I, \_\_\_\_\_, the duly appointed representative of Client (in the capacity indicated below) authorized to certify the approved actions of Client, a ☐ corporation ☐ general partnership ☐ limited partnership ☐ limited liability company ☐ sole proprietorship ☐ \_\_\_\_\_ organized or operating under the laws of the ☐ State of \_\_\_\_\_ or the ☐ District of Columbia, hereby certify that a meeting of Client's Board of Directors or other governing body (the "Board") duly called and held, or by unanimous written consent or other method provided by applicable law or governing document, the following resolutions were duly adopted and remain in full force and effect:

RESOLVED, that \_\_\_\_\_ ("Client") hereby authorizes

\_\_\_\_\_  
(title), \_\_\_\_\_ (title),  
\_\_\_\_\_  
(title), \_\_\_\_\_ (title)

(the "Authorized Individuals"), or any one of them, in the name and on behalf of the Client, to complete, execute and deliver to the Trust and Investment Division of M&T Bank agreements in a form acceptable to such Authorized Individual for the provision of custody, escrow, trust, funds transfer, investment management and investment advisory services, including any amendments and agreements or other documents related thereto, as such Authorized Individual deems necessary or appropriate from time to time; and it is further

RESOLVED, that Client hereby ratifies and confirms all actions taken by it prior to the date hereof in connection with such agreements executed and delivered to M&T Bank; and it is further

RESOLVED, that M&T Bank be and hereby is authorized to rely on the actual or purported signatures of any of Client's Authorized Individuals and Authorized Representatives until M&T Bank has actually received and had a reasonable time to act on written notice from Client revoking such authority; and it is further

**RESOLVED, that Client shall defend, indemnify and hold M&T Bank harmless from and against all liabilities, costs, and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with the honoring of any signature, instruction or action of any Authorized Individual or Authorized Representative, or the refusal to honor any signature, instruction or action of any person who is not an Authorized Individual or Authorized Representative of Client; and it is further**

RESOLVED, that these resolutions supercede all prior resolutions on the subject to which they pertain, and shall remain in full force and effect and binding upon Client until M&T Bank has actually received and had a reasonable time to act on any subsequent Certificate of Authority; provided, that these resolutions are limited in application to services provided by the Trust and Investment Division of M&T Bank and do not supercede or affect in any way the continuing validity of other resolutions provided to M&T Bank in regard to accounts that are serviced or services that are provided by any other division or department of M&T Bank, including but not limited to accounts and services provided by Commercial Deposit Services and Treasury Management Services.

IN WITNESS WHEREOF, I have executed this Certificate of Authority this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**CERTIFICATE OF INCUMBENCY**

I hereby certify that I am the \_\_\_\_\_ of \_\_\_\_\_ ("Client"), and that in that capacity, I am authorized to execute and deliver this Certificate of Incumbency in the name and on behalf of Client. I further certify that each of the following individuals is the duly elected, qualified and acting incumbent of the office set forth opposite his or her name, and the specimen signature below is the genuine signature of such person:

<u>Name</u>	<u>Phone</u>	<u>Title</u>	<u>E-mail Address</u>	<u>Signature</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

IN WITNESS WHEREOF, I have executed this Certificate of Incumbency this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**RESOLUTION NO. 56-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY TO AUTHORIZE ANTHONY R. SCUTARI AS  
THE AUTHORITY'S DESIGNATED REPRESENTATIVE  
FOR PURPOSES OF SIGNING AND DELIVERING  
PAYMENT REQUISITIONS TO US BANK**

**WHEREAS**, as of August 1, 2013, Charlotte DeFilippo, the former Executive Director of the Authority's retired from her position; and

**WHEREAS**, Ms. DeFilippo was the Authority's designated representative authorized to sign requisitions to US Bank directing it to make payment from the escrow funds established at US Bank to maintain and supervise the principal the Authority derived from the sale of bonds for a named and approved project; and

**WHEREAS**, due to Ms. DeFilippo's retirement, it is necessary for the Authority to designate a signatory authorized to sign requisitions directed to US Bank;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY** that Charlotte DeFilippo be removed as the Authority's representative and Anthony R. Scutari be designated as the Authority's representative for purposes of signing requisitions to US Bank; and

**BE IT FURTHER RESOLVED** that Anthony R. Scutari complete US Bank's authorization form attached hereto and made a part hereof, and any other forms required for the purpose cited; 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 TO AUTHORIZE ANTHONY R. SCUTARI AS THE AUTHORITY'S DESIGNATED REPRESENTATIVE FOR PURPOSES OF SIGNING AND DELIVERING PAYMENT REQUISITIONS TO US BANK** is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 7, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

Dated: August 7, 2013  
[SEAL]

*Samuel T. McGhee, Acting Secy.*

## APPOINTMENT OF AUTHORIZED REPRESENTATIVE(S)

I, \_\_\_\_\_, a duly elected acting \_\_\_\_\_  
(Name of Authorizing Official) (Title)

of \_\_\_\_\_ a(n) \_\_\_\_\_  
(Institution Name) (State)

\_\_\_\_\_, do hereby certify that the following have been appointed as  
(Type of Institution - i.e. Municipality, Corporation, etc...)

an Authorized Representative(s), at the date hereof, and are authorized to act on behalf of the above  
Institution in matters relating to \_\_\_\_\_.  
(Insert name of bond issue or master financing program here)

I also certify that the signatures opposite their names are the signatures of such individuals.

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Witness my signature on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Authorizing Official)

**RESOLUTION NO. 57-2013**

Member Mick Henry introduced and moved the adoption of the following resolution and Member M. Keel seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY TO AUTHORIZE ANTHONY R. SCUTARI AS  
THE AUTHORITY'S DESIGNATED REPRESENTATIVE  
FOR PURPOSES OF SIGNING AND DELIVERING  
PAYMENT REQUISITIONS TO TD BANK**

**WHEREAS**, as of August 1, 2013, Charlotte DeFilippo, the former Executive Director of the Authority's retired from her position; and

**WHEREAS**, Ms. DeFilippo was the Authority's designated representative authorized to sign requisitions to TD Bank directing it to make payment from the escrow funds established at TD Bank to maintain and supervise the principal the Authority derived from the sale of bonds for a named and approved project; and

**WHEREAS**, due to Ms. DeFilippo's retirement, the Authority must name a new designated signatory authorized to sign requisitions directed to TD Bank;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY** that Charlotte DeFilippo be removed as the Authority's representative and Anthony R. Scutari be designated as the Authority's representative for purposes of signing requisitions to TD Bank; and

**BE IT FURTHER RESOLVED** that Anthony R. Scutari complete and execute any forms TD Bank may require for the purpose cited; 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 TO AUTHORIZE ANTHONY R. SCUTARI AS THE AUTHORITY'S DESIGNATED REPRESENTATIVE FOR PURPOSES OF SIGNING AND DELIVERING PAYMENT REQUISITIONS TO TD BANK** is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 7, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

~~John Salerno, Secretary~~

*Samuel T. McGhee, Acting Sec.*

Dated: August 7, 2013  
[SEAL]

**RESOLUTION NO. 58-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY TO AUTHORIZE ANTHONY R. SCUTARI AS  
THE AUTHORITY'S DESIGNATED REPRESENTATIVE  
FOR PURPOSES OF SIGNING AND DELIVERING  
PAYMENT REQUISITIONS TO WELLS FARGO BANK, NA**

**WHEREAS**, as of August 1, 2013, Charlotte DeFilippo, the former Executive Director of the Authority's retired from her position; and

**WHEREAS**, Ms. DeFilippo was the Authority's designated representative authorized to sign requisitions to Wells Fargo Bank, NA directing it to make payment from the escrow funds established at Wells Fargo Bank, NA to maintain and supervise the principal the Authority derived from the sale of bonds for a named and approved project; and

**WHEREAS**, due to Ms. DeFilippo's retirement, it is necessary for the Authority to designate a signatory authorized to sign requisitions directed to Wells Fargo Bank, NA;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY** that Charlotte DeFilippo be removed as the Authority's representative and Anthony R. Scutari be designated as the Authority's representative for purposes of signing requisitions to Wells Fargo Bank, NA; and

**BE IT FURTHER RESOLVED** that Anthony R. Scutari complete Wells Fargo Bank, NA's authorization form attached hereto and made a part hereof, and any other forms required for the purpose cited; 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 TO AUTHORIZE ANTHONY R. SCUTARI AS THE AUTHORITY'S DESIGNATED REPRESENTATIVE FOR PURPOSES OF SIGNING AND DELIVERING PAYMENT REQUISITIONS TO WELLS FARGO BANK, NA** is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 7, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

~~John Salerno, Secretary~~

*Samuel T. McGhee, Acting Sec.*

Dated: August 7, 2013  
[SEAL]

## CERTIFICATE AS TO AUTHORIZED SIGNATURES

**Account Name:** Union County Improvement Authority County Guaranteed Revenue Bonds Series 2009 (Oakwood Plaza Elizabeth Project)  
**Account Number:** 23564900 and sub accounts

**Account Name:** Union County Improvement Authority County Guaranteed Revenue Refunding Bonds Series 2010 (Oakwood Plaza Elizabeth Project)  
**Account Number:** 85361500 and sub accounts

**Account Name:** Union County Improvement Authority Revenue Bonds Series 2010 (Union County Child Advocacy Center Project)  
**Account Number:** 80565500 and sub accounts

**Account Name:** Union County Improvement Authority County Guaranteed Renewable Energy Program Lease Revenue Bonds Series 2011 (Union County Correction Facilities Project)  
**Account Number:** 85520200 and sub accounts

**Account Name:** Union County Improvement Authority Revenue Refunding Bonds (Correctional Facilities Project) Series 2012  
**Account Number:** 48067100 and sub accounts

**Account Name:** Union County Improvement Authority Revenue Bonds Series 2012 (Union County Family Court Project)  
**Account Number:** 48036300 and sub accounts

**Account Name:** Union County Improvement Authority Revenue Refunding Bonds Series 2013 (Correctional Facility Project)  
**Account Number:** 39201600 and sub accounts

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as Authorized Representatives of **Union County Improvement Authority** and are authorized to initiate and approve transactions of all types for the above-mentioned account on behalf of **Union County Improvement Authority**.

**Name / Title**

**Specimen Signature**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**RESOLUTION NO. 59-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY TO AUTHORIZE ANTHONY R. SCUTARI AS  
THE AUTHORITY'S DESIGNATED REPRESENTATIVE  
FOR PURPOSES OF SIGNING AND DELIVERING  
PAYMENT REQUISITIONS TO BANK OF NEW YORK  
MELLON**

**WHEREAS**, as of August 1, 2013, Charlotte DeFilippo, the former Executive Director of the Authority's retired from her position; and

**WHEREAS**, Ms. DeFilippo was the Authority's designated representative authorized to sign requisitions to Bank of New York Mellon directing it to make payment from the escrow funds established there to maintain and supervise the principal the Authority derived from the sale of bonds for a named and approved project; and

**WHEREAS**, due to Ms. DeFilippo's retirement, it is necessary for the Authority to designate a signatory authorized to sign requisitions directed to Bank of New York Mellon;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY** that Charlotte DeFilippo be removed as the Authority's representative and Anthony R. Scutari be designated as the Authority's representative for purposes of signing requisitions to Bank of New York Mellon; and

**BE IT FURTHER RESOLVED** that Anthony R. Scutari complete Bank of New York Mellon's authorization form attached hereto and made a part hereof, and any other forms required for the purpose cited; 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 TO AUTHORIZE ANTHONY R. SCUTARI AS THE AUTHORITY'S DESIGNATED REPRESENTATIVE FOR PURPOSES OF SIGNING AND DELIVERING PAYMENT REQUISITIONS TO BANK OF NEW YORK MELLON** is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 7, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

*Samuel T. McGhee, Acting Sec.*

Dated: August 7, 2013  
[SEAL]



# THE BANK OF NEW YORK MELLON

385 Rifle Camp Road-Fl.3  
Woodland Park, NJ 07424

## FACSIMILE/E-MAIL INSTRUCTIONS: AUTHORIZATION

### **Re: UNION COUNTY IMPROVEMENT AUTHORITY**

(for: all Bond issues issued through the UCIA

### **TRUST INDENTURE / Governing Documents (the "Agreement")**

Date: August 5, 2013

#### **Customer Authorization, Limitation of Liability and Indemnity:**

**UNION COUNTY IMPROVEMENT AUTHORITY** ("Customer") hereby authorizes The Bank of New York Mellon (the "Bank") to rely upon and comply with instructions and directions sent by e-mail, facsimile and other similar unsecured electronic methods (but excluding on-line communications systems covered by a separate agreement (such as the Bank's Inform or CASH-Register Plus system) ("On-Line Communications Systems")) ("Electronic Methods") by persons believed by the Bank to be authorized to give instructions and directions on behalf of Customer. Except as set forth below with respect to funds transfers, the Bank shall have no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorized to give instructions or directions on behalf of Customer (other than to verify that the signature on a facsimile is the signature of a person authorized to give instructions and directions on behalf of Customer); and the Bank shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by Customer as a result of such reliance upon or compliance with such instructions or directions. Customer agrees to assume all risks arising out of the use of Electronic Methods to submit instructions and directions to the Bank, including without limitation the risk of the Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

**Funds Transfers.** With respect to any "funds transfer," as defined in Article 4-A of the Uniform Commercial Code, the following security procedure will apply: Customer's payment instruction is to include the name and (in the case of a facsimile) signature of the person initiating the funds transfer request. If the name is listed as an authorized signer on the relevant account, the Bank will confirm the instructions by telephone call to any person listed as an authorized signer on the account, who may be the same person who initiated the instruction. When calling back, the Bank will request from Customer's staff member his or her name. If the name is listed in the Bank's records as an authorized signer, the Bank will confirm the instructions with respect to amount, names and numbers of accounts to be charged or credited and other relevant reference information. Customer acknowledges that the Bank has offered to Customer other security procedures that are more secure and are commercially reasonable for Customer, and that Customer has nonetheless chosen the procedures described in this paragraph. Customer agrees to be bound by any payment order issued in its name, whether or not authorized, that is accepted by the Bank in accordance with the above procedures. When instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), the Bank, and any other bank participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. This applies to beneficiaries as well as any intermediary bank. Customer agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Bank hereunder.



This authorization shall remain in full force and effect until canceled, revoked or amended by written notice received by the Bank; and replaces and supersedes any previous authorization from Customer to the Bank relating to the giving of instructions by facsimile, e-mail or other similar Electronic Methods (but excluding On-Line Communications Systems) and is in addition to all other authorizations. Notwithstanding any revocation, cancellation or amendment of this authorization, any action taken by the Bank pursuant to this authorization prior to the Bank's actual receipt and acknowledgement of a notice of revocation, cancellation or amendment shall not be affected by such notice.

Customer agrees to indemnify and hold harmless the Bank against any and all claims, losses, damages liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Bank as a result of or in connection with the Bank's reliance upon and compliance with instructions or directions given by Electronic Methods, provided, however, that such Losses have not arisen from the negligence or willful misconduct of the Bank, it being understood that the failure of the Bank to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person does not constitute negligence or willful misconduct.

This document shall be governed by, and shall be construed in accordance with, the substantive laws (and not the choice of law rules) of the jurisdiction governing the Agreement.

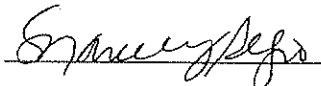
Customer hereby represents and warrants to the Bank that this authorization is properly given and has been duly approved by a resolution of its Board of Directors.

Nothing contained herein shall, or be deemed to, alter or modify the rights and remedies of the Bank as set forth in the Agreement.

The execution of this document by Customer constitutes acceptance of the foregoing.

Sincerely,

THE BANK OF NEW YORK MELLON



Name: Marcelly Segro

Title: Vice President

\*\*\*\*\*

Customer hereby accepts and agrees to  
the terms and conditions set forth herein.

**UNION COUNTY IMPROVEMENT AUTHORITY**

[Name of Customer]

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

Name:

Title:

Date: \_\_\_\_\_



THE BANK OF NEW YORK MELLON

385 Rifle Camp Road, Woodland Park, NJ 07424

August 6, 2013

Union County Improvement Authority  
Mr. Mark Brink, Interim Executive Director  
10 Cherry Street  
Elizabeth, NJ 07202

***Ref: UNION COUNTY IMPROVEMENT AUTHORITY  
Authorized Signatory Listing for all bond issues in which  
The Bank of New York Mellon is Trustee, Paying Agent or Escrow Agent***

Dear Mr. Brink:

Our auditors require us to maintain a current, updated listing of authorized individuals (as defined in the governing documents) from whom The Bank of New York Mellon is permitted to receive instruction.

Attached is a form to be completed, signed and returned to us as promptly as possible. We will be updating our files every two years to insure current listings are maintained. If at any time this listing is amended, please provide us with the revised version of such. If you have any questions, please feel free to call me at (973) 357-7828.

Sincerely,

Marcelly Segro  
Vice President

**FROM: UNION COUNTY IMPROVEMENT AUTHORITY**

**INCUMBENCY CERTIFICATE**

To: The Bank of New York Mellon  
Attn: Marcelly Segro  
385 Rifle Camp Road -3<sup>rd</sup> Floor  
Woodland Park, NJ 07424

**Ref: UNION COUNTY IMPROVEMENT AUTHORITY**  
***Authorized Signatory Listing for all bond issues in which***  
***The Bank of New York Mellon is Trustee, Paying Agent or Escrow Agent***

In conjunction with accounts administered in your Corporate Trust department, I hereby certify that the following persons from **UNION COUNTY IMPROVEMENT AUTHORITY** are authorized to give instructions and directions on behalf of the above referenced issue:

<u>Name (print)</u>	<u>Title</u>	<u>Authorized Signature</u>
		<hr/>
		<hr/>
		<hr/>
		<hr/>
		<hr/>

I further certify that the signatures opposite the names of such authorized persons are their correct signatures and that I am authorized to make this certification.

<hr/>	<hr/>
Date	Certifying Signature
	<hr/>
	Corporate Title or Capacity

**RESOLUTION NO.: 60-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY AUTHORIZING ITS INSURANCE BROKER  
BROWN AND BROWN METRO, INC. TO RENEW THE  
AUTHORITY'S GENERAL LIABILITY, COMMERCIAL  
PROPERTY AND COMMERCIAL UMBRELLA/EXCESS  
COVERAGES FOR THE YEAR AUGUST 1, 2013 THROUGH  
JULY 31, 2014**

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

**WHEREAS**, in order to carry out the stated purposes and goals for which the Authority was created, the Authority is required to carry certain levels of insurance coverage to protect its officers and directors and employees, and its property and assets which it has acquired or has control over; and

**WHEREAS**, the Authority's insurance broker, Brown & Brown Metro, Inc. ("Brown & Brown") has presented the Authority with a proposal (the "Proposal") to renew the Authority's General Liability, Commercial Property and Commercial Umbrella/Excess Liability coverages for the year August 1, 2013 through July 31, 2014; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY** that Brown & Brown Metro, Inc. is authorized to renew the Authority's General Liability, Commercial Property and Commercial Umbrella/Excess Liability coverages on behalf of the Authority in accordance with the Proposal which is attached hereto and made a part hereof, at a cost not to exceed \$69,247.00; 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	✓			
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 ITS INSURANCE BROKER BROWN AND BROWN METRO, INC. TO RENEW THE AUTHORITY'S GENERAL LIABILITY, COMMERCIAL PROPERTY AND COMMERCIAL UMBRELLA/EXCESS COVERAGES FOR THE YEAR AUGUST 1, 2013 THROUGH JULY 31, 2014** is a true copy of a resolution adopted by the governing body of the Authority on August 7, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

*John Salerno, Secretary*

*Samuel T. McGhee, Acting Secy.*

Dated: August 7, 2013  
(SEAL)

**Insurance Proposal**

**For**

**Union County Improvement Authority**



**Policy Period:**

**8/1/13-14**

**Presented By:**

Marie L. Viscione  
Brown & Brown Metro, Inc.  
30A Vreeland Rd.  
Florham Park, NJ 07932

## About Brown & Brown Metro, Inc. – Overview of Consulting/Brokerage Services

Brown & Brown was formed in 1939 and incorporated in the State of Florida in 1959. Since then, the company has grown to be the 7<sup>th</sup> largest insurance intermediary in the nation, with over \$967 Million in revenue (2009). The Brown & Brown business model is highly decentralized, making each of the more than 160 offices across the country able to maintain the agility to react locally to client specific and industry specific needs. Augmenting this local service level are national resources and clout with national carriers to provide unique services and leverage in the Benefit and Property and Casualty markets.

Brown & Brown is a publicly traded corporation on the New York Stock Exchange (symbol: BRO).

Brown & Brown Metro, Inc. is a full-service insurance and employee benefits firm since 1939. This office was acquired by Brown & Brown in April 2004 and has been integrated into the Brown & Brown system over the subsequent four years. Locally, with over 20 years of experience, our company provides brokerage and consulting services to both private and public sector entities in the areas of risk management, health benefits, and general insurance. We currently serve clients of all sizes, funding arrangements and sectors with over 140 public entities and over 250 private entities. Services provided to these firms include, but are not limited to:

- Workers Compensation
- Property & Casualty
- Safety & Loss Control
- PEOSHA Compliance
- Medical & Prescription
- Healthcare Saving Accounts
- Stop Loss/Reinsurance
- Administrative Services Only
- Dental Insurance
- Life and AD&D Insurance
- Disability Insurance
- Voluntary Benefits Suites
- Flexible Spending Accounts
- Employee Assistance Programs

Our primary goal is to improve, or maintain our high level of offerings in concert with keeping costs manageable to our clients. In today's market place this is an exigent undertaking, as insurance costs continue to rise. Through detailed analysis, we are able to determine the appropriate needs and offer viable solutions for all insurance products.

Our team of experienced veterans in the insurance field work daily to ensure that all needs are dealt with effectively and efficiently. Our increasing base of experience and our growing record of accomplishments have helped to establish our organization as a leader in our field.

In a rapidly changing and increasingly complex environment, seeking cost-effective insurance solutions while understanding the implications of government action is critical to the success of all business organizations. As each employer organization is unique, Brown & Brown Metro, Inc. provides innovative solutions based upon client demographics, objectives, and organizational structure. Of equal importance, we provide the administrative and technical support necessary for program viability.

It is essential to identify quality providers that will supply comprehensive administrative, organizational and financial services. We can help make these determinations in addition to the critical task of assessing existing insurance and benefit programs offered.

Most importantly, we maintain the ability to interact with existing professional agreements and organizations, at the client's direction, to ensure further program enhancement. Our focus is clearly to serve our client in a most professional and competent manner through the delivery of value-added services.

As broker, agent or consultant, our firm works to ensure the cost-effectiveness and success of your program, annually reviewing appropriate alternatives and decisions.

As broker, agent or consultant, our firm works to ensure the cost-effectiveness and success of your program, annually reviewing appropriate alternatives and decisions.

Specific to risk management services, we can provide the following:

- Loss Review Analysis and Risk Evaluation
- Claims Management Procedures
- Risk Controls / Insurance Policies
- Risk Financing
- Internal Administrative Procedures and Process
- Preparation / Selection for Competitive Bid Process

Specific to employee benefits and general insurance, we can provide services including:

- Plan Design Analysis
- On-Going Consulting Services
- Voluntary Employee Benefits
- Program Alternatives
- Health Care Delivery System Innovations
- Retirement and Savings Plans
- Cost-Effective Recommendations
- Internal Administrative Procedures
- Preparation / Selection for Competitive Bid Process

Employer liability and workers compensation programs represent a significant financial component of any organization's budget. In an increasingly litigious environment, risk management costs and coverage have risen in importance in recent years. Therefore, risks and potential exposures must be identified early to avoid, reduce or determine appropriate levels of exposure desired by the client.

Brown and Brown Insurance can provide a broad range of risk management services designed to improve program administration and effectiveness, while also reducing overall costs. We can provide the client with options that produce improved decisions based upon determinations of previous loss experience, desired levels of risk, market conditions and administrative decision procedures.

In broad terms, potential services for comprehensive risk management services may include the following:

- Review plan design and insurance coverage
- Analyze retention levels and claims liability
- Program administration
- Claims and program funding
- Review and inventory current insurance policies
- Analyze budget expenditures and program costs
- Inspect major facilities and review utilization
- Review loss history
- Prepare and conduct market request for proposal
- Forward recommendations to client
- Implement program changes at direction of client
- Provide discounts for workers' compensation claims
- Liaison services between client and insurer
- Communications with employees
- Assist to implement safety programs

These services may be provided on a fee-for-service basis or may be negotiated to meet the specific needs of the client, including a brokerage arrangement, wherein we would be compensated through standard insurance commissions payable under the insured portions of the program. Liability related claims can be managed to a significant degree. Workers compensation claims can be reduced when managed aggressively. Brown and Brown Metro, Inc. may be retained to provide a specific task or conduct a specific project, most notably an inventory or the marketing of an RFP; Brown and Brown Metro, Inc. can also provide these or other services on an ongoing basis.





Brown & Brown Metro  
30A Vreeland Rd., Florham Park, NJ 07932  
Phone: 973-549-1900 Fax: 973-549-1000

## Named Insureds

The following are named insureds on your policies:

**Union County Improvement Authority**

Please verify the accuracy of each name on this list and update if needed.



Brown & Brown Metro  
30A Vreeland Rd., Florham Park, NJ 07932  
Phone: 973-549-1900 Fax: 973-549-1000

## General Liability

Coverage will pay sums which the insured becomes legally liable to pay as damages because of bodily injury or property damage to which this insurance applies.

### Limits:

- \$1,000,000 Personal Injury and Advertising Liability
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

**Retention: \$25,000**



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## General Liability Coverages Included

Definition of Coverages	
Premises/Operations:	Coverage is provided for damages arising out of ownership or occupancy of the insured premises when maintained in a reasonable manner. This also covers damages arising out of operations performed by the insured business.
Products/Completed Operations:	Products coverage is provided for damages arising out of products manufactured, sold, handled or distributed by the insured. Completed Operations covers damages occurring after operations have been completed or abandoned, or after an item is installed or built and released for its intended purpose.
Personal Injury:	Personal Injury means injury other than bodily injury. Coverage is provided for injury resulting from offenses such as false arrest, malicious prosecution, detention or imprisonment, the wrongful entry into, wrongful eviction from and other acts of invasion, or rights of private occupancy of a room. Coverage for libel and slander is also provided in the policy.
Advertising Injury:	This coverage pays for damages done in the course of oral or written advertisement that disparages, libels or slanders a person's or organization's goods, products or services. Coverage for these offenses is provided under advertising injury coverage only if they occur during the course of advertising the named insured's own goods, products or services.
Medical Payments:	Medical Payments coverage pays medical expenses resulting from bodily injury caused by an accident on premises owned or rented by the insured, or locations next to such property, or when caused by the insured's operations. These payments are made without regard to the liability of the insured.
Fire Damage:	The fire damage limit provides coverage for fire damage caused by negligence on the part of the insured to premises rented to the named insured. If a fire occurs because of negligence of the insured and causes damage to property not rented to the insured, coverage would be provided under the occurrence limit.



Brown & Brown Meiro  
30A Vreeland Rd., Florham Park, NJ 07932  
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## General Liability Terminology

Contractual Liability	Extends your coverage to liability assumed under contract, applies to both oral and written agreements relating to named insured's business.
Host Liquor Liability	Covers your exposure for serving liquor to clients or employees at company parties. Applies only to firms not engaged in business of <u>selling or serving</u> alcoholic beverages.
Broad Form Property Damage Coverage	Intended for firms which perform work or services rather than sell or produce products. Usually intended for construction contractors, repairers of automobiles, installers of property.
Incidental Medical Malpractice	Extends term "bodily injury" to mean injury arising out of rendering of or failure to render, during the policy period; medical, surgical, dental, x-ray, or nursing services, or furnishing of food or beverages in connection therewith or the dispensing or furnishing drugs or medical, dental or surgical supplies
Non-Owned Watercraft Liability Coverage	(Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as watercraft is not owned by insured nor being used to carry persons or property for a fee.
Limited Worldwide Coverage	Intended to extend the scope of "policy territories" to anywhere in the world. Limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.
Extended Bodily Injury Coverage	Amends definition of occurrence to; includes any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.
Newly Acquired Organizations	Automatic protection for newly acquired organizations until the new organizations is specifically added to the policy or 90 days, whichever occurs first.
Additional Persons Insured	Includes as insureds; (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.
Claims Made Form Only	This coverage is provided automatically without an additional premium charge if coverage is canceled, not renewed, or the insurer renewal with a later retroactive date. The basic extended reporting period starts at the end of the policy period and last for five years for claims made against the insured within the five year period and reported to the insurer within 60 days after the end of the policy period.



Brown & Brown Metro  
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## Commercial Property Coverage

### Limits

Blanket Limit: \$22,034,840

Total including Equipment Breakdown and Cause of Loss Special Form.

Retention: \$10,000



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## Commercial Umbrella/Excess Coverage

Limits:

\$5,000,000 each occurrence

\$5,000,000 aggregate

\$10,000 retention



Brown & Brown Metro  
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### Premium Comparison

Premiums as proposed:

Coverage Type	12-13 Expiring (\$25,000 dd - GL; \$1,000 dd Property)	13-14 Renewal (\$25,000 dd - GL; \$10,000 dd Property)
Package w/Terrorism Coverage	\$49,765	\$55,244
NJ Pliga	\$448	\$497
Total	\$50,213	\$55,741

Coverage Type	12-13 Expiring	13-14 Renewal
Umbrella w/Terrorism Coverage	\$10,330	\$13,386
NJ Pliga	\$93	\$120
Total	\$10,423	\$13,506

DATE	<b>QUOTATION</b>		NIF NUMBER
08/06/13	VALID FOR 30 DAYS OR EXPIRATION OF POLICY		ND2409-1
NAME & MAILING ADDRESS OF APPLICANT		NIF GOVERNMENTAL, INC.	
UNION COUNTY IMPROVEMENT AUTHORITY 10 CHERRY STREET ELIZABETH, NJ 07208		103 Spring Valley Road Montvale, NJ 07645 (201) 391-5900 Fax (201) 391-5959	
		UNDERWRITER: WILLIAM MILLER	
BROKER		EXPIRING INSURANCE COMPANY	
BROWN & BROWN METRO-FLORHAM NJ 30A VREELAND ROAD FLORHAM PARK, NJ 07932		PRAETORIAN INS CO- NIF GOVERN	
mstruck@bbmetro.com		EXPIRING POLICY NUMBER H633-000174-05	
		EXPIRATION DATE 08/01/13	
		RENEWAL INSURANCE COMPANY	CODE
		HDI GERLING AMERICA INS CO [*1]	GA

### COMMERCIAL PROPERTY COVERAGE

BUILDING & CONTENTS - AS PER CP 0010 1012 AND CP 10 30 1012 AND  
AMENDED BY PUBLIC ENTITY - BUILDING & PERSONAL PROPERTY EXTENSION FORM.  
NI CP SU 1001.

BLANKET LIMIT: \$22,034,840.

LOCATIONS: AS PER SCHEDULE ON FILE WITH THE COMPANY.

INCLUDES: EQUIPMENT BREAKDOWN COVERAGE

CAUSES OF LOSS SPECIAL FORM (INCLUDING EQUIPMENT BREAKDOWN)

AGREED VALUE, REPLACEMENT COST

PUBLIC ENTITY BUILDING & PERSONAL PROPERTY EXTENSION FORM INCLUDES:

ACCOUNTS RECEIVABLE \$250,000.

BUSINESS INCOME/EXTRA EXPENSE \$500,000. COMBINED

PROPERTY OF OTHERS \$25,000.

ELECTRONIC DATA \$25,000.

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

A. \$500,000 BUILDING

B. \$500,000 CONTENTS

VALUABLE PAPERS \$50,000.

ENDORSEMENT: CP 0090 0200 COMMERCIAL PROPERTY CONDITIONS.

### COMMERCIAL GENERAL LIABILITY

SIMPLIFIED OCCURRENCE FORM

GENERAL AGGREGATE	\$2,000,000
PRODUCTS/COMPLETED OPS AGG.	\$2,000,000
PERSONAL & ADV INJURY	\$1,000,000

EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT	\$50,000
MEDICAL EXPENSE LIMIT	\$5,000

DEDUCTIBLE \$25,000 PER OCCURRENCE

GENERAL LIABILITY COVERAGE APPLIES AS PER ISO FORM CG 0001 04 13 AS  
AMENDED BY GENERAL LIABILITY AMENDATORY ENDORSEMENT NI GL AM 1009.

### EXCLUSIONS

POLLUTION  
WAR

ASBESTOS  
AIRCRAFT PROD. GROUNDING EXCL.

LEAD



PAGE 2	<b>QUOTATION</b>	NIF NUMBER ND2409-1
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UNION COUNTY IMPROVEMENT

ADDITIONAL ENDORSEMENTS & CONDITIONS

ECONOMIC OR TRADE SANCTIONS      CONFORMITY WITH STATUTE      GENERAL LIAB COVERAGE DEC.

COMMERCIAL AUTO COVERAGE

HIRED & NON-OWNED      LIMITS      \$1,000,000

ITEMS REQUESTED

1) SIGNED TERRORISM DISCLOSURE

ADDITIONAL COMMENTS

PROPERTY ENDORSEMENTS: CP 0090 0200 COMMERCIAL PROPERTY CONDITIONS;

PROPERTY DEDUCTIBLE: \$10,000. EACH OCCURRENCE FOR EQUIPMENT BREAKDOWN  
\$10,000. EACH OCCURRENCE ALL OTHER PERILS.

THE PREMIUM ABOVE INCLUDE TERRORISM COVERAGE. IF THE INSURED DOES NOT  
WANT TERRORISM COVERAGE THE PREMIUM WOULD BE \$53,714. + \$483. NJ PLIGA.

PREMIUM      \$55,244.00      SURCHARGE      \$497.00      BROKER COMM      10.000 %

ORDER CONFIRMATION

Please bind/renew the captioned contract for our office as indicated above. We guarantee to pay any earned premium should this risk be cancelled.

Deposit premium of \$ \_\_\_\_\_ is enclosed.

Date: \_\_\_\_\_ Broker: \_\_\_\_\_

DATE	<b>QUOTATION</b>		NIF NUMBER
08/01/13	VALID FOR 30 DAYS OR EXPIRATION OF POLICY		ND2410-1
NAME & MAILING ADDRESS OF APPLICANT		NIF GOVERNMENTAL, INC.	
UNION COUNTY IMPROVEMENT AUTHORITY 10 CHERRY STREET ELIZABETH, NJ 07208		103 Spring Valley Road Montvale, NJ 07645 (201) 391-5900 Fax (201) 391-5959	
		UNDERWRITER: WILLIAM MILLER	
BROKER		EXPIRING INSURANCE COMPANY	
BROWN & BROWN METRO-FLORHAM NJ 30A VREELAND ROAD FLORHAM PARK, NJ 07932  mstruck@bbmetro.com		PRAETORIAN INS CO- NIF GOVERN	
		EXPIRING POLICY NUMBER	
		H635-000109-05	
		EXPIRATION DATE	
		08/01/13	
		RENEWAL INSURANCE COMPANY	
		HDI GERLING AMERICA INS CO [*]	
		CODE	
		GA	

### COMMERCIAL UMBRELLA

LIMIT EACH OCCURRENCE: \$5,000,000  
LIMIT IN AGG WHERE APPLICABLE: \$5,000,000

RETENTION: \$10,000

### EXCLUDING

CU0002 WAR	CU0003 VIOLATION OF STATUTES	CU2150 SILICA DUST EXCLUSION
CU2123 NUCLEAR EXCLUSION	CU2127 ORGANIC PATHOGEN	CU2125 TOTAL POLLUTION

ISO COMMERCIAL UMBRELLA FORM CU0001 0413  
IL0141 NJ CHANGES CIVIL UNION

### UNDERLYING LIMITS:

\$1,000,000 EACH OCCURRENCE GENERAL LIABILITY  
\$2,000,000 GENERAL AGGREGATE CGL  
\$1,000,000 AUTO LIABILITY (APPLIES ONLY TO HIRED & NON-OWNED)  
\$1,000,000 EMPLOYERS LIABILITY

UMBRELLA AMENDATORY EXCLUSIONS: UNINSURED/UNDERINSURED MOTORISTS;  
LEAD PAINT; ASBESTOS; FAILURE TO SUPPLY UTILITIES; EMPLOYEE  
BENEFITS LIABILITY EXCLUSIONS; WATERCRAFT LIMITED EXCLUSION.

### ITEMS REQUESTED

1) COPY OF WORKERS COMP DEC. PAGE

### ADDITIONAL COMMENTS

THE PREMIUM BELOW INCLUDES TRIA COVERAGE. IF THE INSURED DOES NOT WANT  
TO PURCHASE TRIA COVERAGE, THE PREMIUM WOULD BE \$12,749. + \$115 NJ PLIGA  
SURCHARGE.

PREMIUM	\$13,386.00	SURCHARGE	\$120.00	BROKER COMM	10.000 %
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Brown & Brown Metro  
30A Vreeland Rd., Florham Park, NJ 07932  
Phone: 973-549-1900 Fax: 973-549-1000

## A.M. Best Rating of Proposed Carriers

COMPANY	COVERAGE	A.M. BEST RATING	ADMITTED
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### General Rating:

These rating classifications reflect BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

A++, A+	Superior	B++	Very Good	C++, C+	Fair
A, A-	Excellent	B, B-	Good	C, C-	Marginal

### Financial Size Category:

The financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders' surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

Financial Size Category (in Thousands)		
Class I	Up to	\$1,000
Class II	\$1,000	to \$2,000
Class III	\$2,000	to \$5,000
Class IV	\$5,000	to \$10,000
Class V	\$10,000	to \$25,000
Class VI	\$25,000	to \$50,000
Class VII	\$50,000	to \$100,000
Class VIII	\$100,000	to \$250,000
Class IX	\$250,000	to \$500,000
Class X	\$500,000	to \$750,000
Class XI	\$750,000	to \$1,000,000
Class XII	\$1,000,000	to \$1,250,000
Class XIII	\$1,250,000	to \$1,500,000
Class XIV	\$1,500,000	to \$1,750,000
Class XV	\$1,750,000	to \$2,000,000

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown Metro. Brown & Brown does not guarantee financial condition of the insurers listed above.



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## Compensation Disclosure

**Compensation.** In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

### Wholesale Broker/Managing General Agent: *NIF Governmental Services*

This intermediary is not owned in whole or part by Brown & Brown, Inc., the parent company of Brown and Brown Metro, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment. The fee, if any for the Wholesale Insurance Broker's/Managing General Agent's services above is \$0.

**Questions and Information Requests:** Should you have any questions, or require additional information, please contact this office at 973-549-1900, or if you prefer, submit your question or request online at [<http://www.bbinsurance.com/customerinquiry.shtml>].



## Notice – Offer of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Your quote/policy includes the following premium for terrorism coverage:

**TERRORISM PREMIUM: \$ 1,530.**

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

### **SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

You must accept or reject this offer of terrorism coverage by (1) checking the "accept" or "reject" option below, (2) signing this form, (3) returning this form to your insurance agent and (4) if accepted, paying the premium for terrorism coverage shown above. **No policy will be issued without the acceptance or rejection of terrorism coverage and the return of this document.**

<input type="checkbox"/>	I hereby <b>accept</b> the offer of coverage for certified acts of terrorism for the premium shown above.
<input type="checkbox"/>	I hereby <b>reject</b> the offer of terrorism coverage. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____ Policyholder / Applicant's Signature	_____ HDI Gerling America Ins Co Insurance Company
_____ Print Name	_____ Package Policy / Quote Number
_____ Date	



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Your quote/policy includes the following premium for terrorism coverage:

**TERRORISM PREMIUM: \$ 637.**

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

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_____ Policyholder / Applicant's Signature	_____ HDI Gerling America Ins Co Insurance Company
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