

Member Salerno introduced and moved the adoption of the following resolution and Member Vallero seconded the motion.

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE INTRODUCTION OF THE ANNUAL BUDGET FOR
FISCAL YEAR JANUARY 1, 2014 THROUGH DECEMBER 31, 2014**

WHEREAS, the Annual Budget for the Union County Improvement Authority (the "Authority") for fiscal year January 1, 2014 through December 31, 2014 has been presented before the governing body of the Authority at its open public meeting of November 6, 2013; and

WHEREAS, the Annual Budget as introduced reflects each item of revenue and appropriation in the same amount and title as set forth in the budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$ \$34,823,727, Total Appropriations, including any Accumulated Deficit, if any, of \$34,548,727, and Total Unreserved Retained Earnings utilized of \$0; and

WHEREAS, the Capital Budget as introduced reflects total Capital appropriations of \$0 and total Unrestricted Net Assets planned to be utilized as funding thereof, of \$0; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of the bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts or agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2 does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or by other means provided by law.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Union County Improvement Authority, at an open public meeting held on November 6, 2013, that the Annual Budget, including any appended Supplemental Schedules, and the Capital Budget/Program of the Union County Improvement Authority for fiscal year January 1, 2014 through December 31, 2014 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of a sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

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	✓			
BRYAN TONKO, 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 INTRODUCTION OF THE ANNUAL BUDGET FOR FISCAL YEAR JANUARY 1, 2014 THROUGH DECEMBER 31, 2014** is a true copy of a resolution adopted by the governing body of the Improvement Authority on November 6, 2013.



UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: November 6, 2013

(SEAL)

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING CONTRACT AMENDMENT
NO. 7 TO THE AGREEMENT WITH NETTA ARCHITECTS
LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN
SERVICES IN CONNECTION WITH THE NEW UNION
COUNTY FAMILY COURTS BUILDING AT CHERRY
STREET IN ELIZABETH, NEW JERSEY**

WHEREAS, the Authority has entered into a Shared Services Agreement dated November 1, 2011 with the County of Union (the "County"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the County has requested that the Authority assist it with the design, financing, management and construction of a new Family Court Building and Parking Deck for the Superior Court, County of Union at Cherry Street in Elizabeth, New Jersey (the "Project"), and the Authority has agreed to undertake all actions necessary to implement the Project, which include, but are not limited to, the hiring of certain professionals; and

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

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

WHEREAS, Netta has incurred additional, reimbursable expenses in the amount of \$5,151.30, and estimates that it will expend an additional \$19,848.70 in connection with the Project, as explained in Request for Contract Amendment No.7, attached hereto;

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Contract Amendment No. 7 to the Contract be approved in the amount of \$25,000.00 as set forth in Request for Amendment of Professional Services Contract Amendment No. 7, attached hereto and made a part hereof;

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

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING CONTRACT AMENDMENT NO. 7 TO THE AGREEMENT WITH NETTA ARCHITECTS LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN CONNECTION WITH THE NEW UNION COUNTY FAMILY COURT BUILDING AT CHERRY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on November 5, 2013.

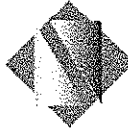
UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: November 6, 2013

(SEAL)



NettaArchitects

REQUEST FOR AMENDMENT OF PROFESSIONAL SERVICES

October 28, 2013

Mark Brink, Project Director
Union County Improvement Authority
1499 Routes 1 & 9 North
Rahway, NJ 07065

RE: **Request for Contract Amendment No.: 7**

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

Reimbursable Expense Budget Increase:

Reimbursable Expenditure made to date for the project	\$ 69,525.55
Reimbursable Expenses Budget	\$ 66,271.71
Amount exceeding budget.....	\$ 5,151.30
7.1 Forecasted Reimbursable Expenses for remainder of project.....	\$ 19,848.70

Total Fee Request for Contract Amendment No. 7..... \$ 25,000.00

STATEMENT HISTORY

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

Previously Authorized Amendments:

o CO No. 1.....	\$1,810,925.00
o CO No.2.....	\$ 40,000.00
o CO No.3.....	\$ 112,000.00
o CO No.4.....	\$ 535,000.00
o CO No.5.....	\$ 67,800.00
o CO No.6.....	\$ 50,000.00

Subtotal of Original Contract and Previously Approved Change Orders above\$ 352,037.50** plus

****Subtotal Fee noted above shall change to include this RFCA No. 7 after signing below.....\$ 25,000.00**

Submitted for approval by:

Nicholas J. Netta, AIA, NCARB Principal

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

Authorized Signature (Client): _____

Date: _____

Print Name: _____

Title: _____

NETTA ARCHITECTS:

NICHOLAS J. NETTA, AIA, NCARB

Date: _____

1084 Route 22 West, Mountainside, NJ 07092
Tel: 973.379.0006 Fax: 973.379.1061 E-mail: info@nettaarchitects.com

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING AN AGREEMENT WITH PINNACLE CONSULTING &
CONSTRUCTION TO PROVIDE CONSTRUCTION MANAGEMENT
SERVICES IN CONNECTION WITH THE CONSTRUCTION OF 35,000
SQ. FT. OF SPACE FOR STUDENT SERVICES AND CLASSROOMS AT
THE UNION COUNTY COLLEGE CAMPUS IN CRANFORD, NEW
JERSEY**

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

WHEREAS, the College is a public comprehensive community college, accredited by the Middle States Commission on Higher Education, instituted in 1933, and operating pursuant to N.J.S.A. 18A:64A-1 *et seq.*, campuses in Cranford, Elizabeth, Plainfield and Scotch Plains, New Jersey; and

WHEREAS, the College wishes to make certain capital improvements to the Cranford campus, specifically, the construction of 35,000 sq. ft. of additional space for student services and classrooms (the "Project"); and

WHEREAS, the Authority and the College have previously entered into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 *et seq.* in which the College has requested the Authority to assist it with the Project by, among other things, providing financing, retaining professional services, managing the procurement process and providing construction management services, and the Authority agreed wishes to provide this assistance to the College; and

WHEREAS, in accordance with the Shared Services Agreement, the Authority has need of a construction manager for the Project, and wishes to retain Pinnacle Consulting & Construction to provide construction management services for the Project in accordance with the proposal attached hereto and made a part hereof, for an amount not to exceed \$441,000.00 (including reimbursable expenses); and

WHEREAS, Pinnacle Consulting & Construction was previously qualified by the Authority to provide construction management services;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority that an agreement by and between the Authority and Pinnacle Consulting & Construction to provide construction management services for the Project is hereby approved for an amount not to exceed \$441,000.00, including reimbursable expenses; and

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

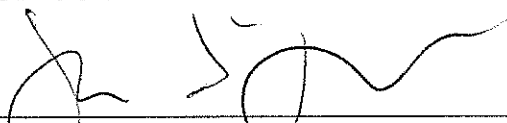
The foregoing resolution was adopted by the following roll call vote:

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	✓			
BEVAN TOMKO, MEMBER	✓			
CERTIFICATION				

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING AN AGREEMENT WITH PINNACLE CONSULTING & CONSTRUCTION TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE CONSTRUCTION OF 35,000 SQ. FT. OF SPACE FOR STUDENT SERVICES AND CLASSROOMS AT THE UNION COUNTY COLLEGE CAMPUS IN CRANFORD, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on November 6, 2013

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
 John Salerno, Secretary

Dated: November 6, 2013
 (SEAL)



November 5, 2013

Union County Improvement Authority
1499 Routes 1 & 9 North
Rahway, NJ 07065

ATT: Daniel P. Sullivan, Interim Executive Director

RE: **Construction Management Services**
REVISED Proposal November 5, 2013
Union County College
Student Services & Classroom Addition Project

Dear Dan,

We are pleased to provide a proposal for Construction Management Services for the Union County College New Student Services & Classroom Addition Project.

Based upon our understanding of the planned addition and alterations Project consisting of a new two-story, addition attached to the northeastern side of the Nomahegan Building with a ground floor level (approximately 8,100 s.f.) and second story (approximately 26,900 s.f.) designed to extend over the existing one story classroom wing and above the existing Student Services space for a total combined area of approximately 35,000 s.f. This space will also include a new expanded entrance lobby into the Nomahegan Building along with an expansive landscape visual buffer for parking and adjoining residential properties. The interior space for the ground floor level will be utilized for Student Services, with the second floor level housing various classrooms and required Faculty Offices.

Understanding the above referenced Project Scope and anticipated schedule we would hereby propose our Construction Management Services on the following outlined calendar durations:

- | | |
|--|------------------|
| ➤ <u>Pre-construction / Design Phase</u>
(November 2013-February 2014) | 4 months |
| ➤ <u>Bid & Award Phase</u>
(March 2014-April 2014) | 2 months |
| ➤ <u>Construction / Close-out Phase</u>
(May 2014-August 2016) | 16 months |



PRE-CONSTRUCTION / DESIGN PHASE SERVICES

During the Pre-construction / Design Phase, Pinnacle will provide the required oversight and leadership to ensure all design deliverables are achieved, in addition to schedule and quality, coordination objectives of all Project bid documents.

Pinnacle will also provide the following services:

- Budget estimate analysis confirmation (2 estimates)
 - 50% Design Document Estimate Analysis
 - 90% Final Contract Document Estimate
- Critical Path Method (CPM) Primavera Design Schedule outline
- Critical Path Method (CPM) Milestone Construction Phase Schedule for incorporation into bid documents
- Complete Building Constructability Review & Value Engineering Analysis

In addition, Pinnacle will take the lead throughout the Pre-construction Phase and will chair all monthly design review / update meetings with the entire Project Team. We will prepare and distribute written meeting minutes for follow up and documentation in addition to the following deliverables:

- Establish all required phasing and safety requirements for incorporation into bid documents.
- Develop the Site Logistics Plan for incorporation into bid documents which will include; building tie-in, lay-down areas, parking, site access, delivery schedules, temporary trailers, fencing.
- Develop the Supplemental General Conditions for Bid Documents to address all site specific Project issues and requirements.
- Assist with all required permits and approvals.
- Coordinate, address and issue A/E responses for Request for Information (RFIs) through the College during bid process.
- Provide PLA incorporation into bid documents and ensure required signatures prior to award.
- Conduct pre-bid meeting and issue responses to bidder questions in conjunction with the A/E.
- Conduct final bid evaluation and recommendation for award / issue Notice To Proceed.



CONSTRUCTION / CLOSE-OUT PHASE

During the Construction and Close-out Phase, Pinnacle will provide a full-time, on-site Senior Project Manager to ensure Contractor coordination and compliance with all specified deliverables outlined within the contract bid documents as follows:

- Provide full-time on-site Senior Project Manager, Executive oversight and home office support during the entire Construction Phase duration.
- Ensure Contractor compliance to PLA requirements.
- Assist with review and distribution of all shop drawings as required, for approval by A/E.
- Process all Requests for Information (RFI) and Change Order Requests (COR) for verification.
- Review of all contractor payment application percentage of work complete, for approval.
- Conduct bi-weekly contractor project meetings on site and provide documented meeting minutes for follow up action of all required work items.
- Maintain construction daily reporting of manpower and work items, schedule, conduct site safety meetings and verification / compliance of all material deliveries.
- Maintain field office files and records required for shop drawings, material approvals, field inspections and State Wage Certifications of payroll records.
- Issue monthly report addressing Project financial status, critical issues and overall project schedule, RFIs, COR update and material submittal review.
- Assist A/E with all required reporting for submission to State and Federal agencies as required.
- Ensure contractor compliance with bid documents, permits, standards, laboratory inspections and County/ State regulations including OSHA compliance and MSDS reporting.
- Assist Contractor to obtain all necessary inspections and Final Certificates of Occupancy.
- Attend Board meetings to present Project status as required.
- Assist A/E with final punch-list and Contractor close-out procedures.
- Provide documentation of as-built conditions by Contractor.
- Provide final inspection and approvals with local and State Authorities as required.



PROPOSED FEE

Pre-Construction / Bid & Award Phase (November 2014 - April 2014)

Based upon the above referenced outlined services and durations, Pinnacle is pleased to provide a Pre-construction / Bid & Award Phase lump sum fee in the amount of **Forty Thousand Dollars (\$40,000)** to be billed monthly upon approval by the Union County Improvement Authority and Union County College.

Construction / Close-out Phase (June 2014 - August 2016)

Based upon the above referenced outlined services and durations, Pinnacle is pleased to provide a Construction / Close-out Phase lump sum fee in the amount of **Four Hundred Thousand Dollars (\$400,000)** to be billed monthly upon approval by the Union County Improvement Authority and Union County College.

For a combined Pre-Construction, Design Bid & Award, Construction & Close-out fee in the amount of **Four Hundred Forty Thousand Dollars (\$440,000)**.

We hope that our outlined services and all inclusive lump sum fee in the proposed amount of **Four Hundred Forty Thousand Dollars (\$440,000)** meets with your approval and look forward to the opportunity of working with the Union County Improvement Authority and the Union County College on this truly exciting Addition and Alteration Project

Please contact me directly at (609)654-5393 if you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Pasqual", is written over the word "Sincerely,".

Robert Pasqual
Executive Vice President, Operations

RESOLUTION NO. 70-2013

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING A BUSINESS ASSOCIATE
AGREEMENT WITH THE COUNTY OF UNION AND A
BUSINESS ASSOCIATE ADDENDUM WITH DECOTIIS,
FITZPATRICK & COLE, LLP REGARDING RUNNELLS
SPECIALIZED HOSPITAL PROTECTED INFORMATION**

WHEREAS, the County of Union (the "County") owns Runnells Specialized Hospital of Union County (the "Hospital") located in Berkeley Heights, New Jersey; 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, which report (the "CHR Report") concluded that 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 and the Authority, as authorized under N.J.S.A. 4037A-44 *et seq.*, entered into a Memorandum of Understanding ("MOU"), pursuant to which the County is exploring the transfer of Hospital operations to the Authority, and the County and the Authority are working together to plan for the future disposition of the Hospital, including the possible sale or lease of Hospital operations to a third party; and

WHEREAS, in carrying out its obligations under the MOU, the Authority is being assisted by its general counsel, DeCotiis, FitzPatrick & Cole, LLP the ("Law Firm"); and

WHEREAS, the Authority, in connection with its obligations under the MOU, will from time to time have access to identification and health and treatment information concerning Hospital patients ("Protected Information"); and

WHEREAS, in order to comply with the American Recovery and Reinvestment Act of 2009 and regulations issued thereunder (the "ARRA"), which amend and supplement the Health Insurance Portability and Accountability Act of 1996, including but not limited to the Standards for Notification in Case of Breaches of Unsecured Protected Health Information (the "Breach Notification Standards"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") and the Standards for the Security of Electronic Protected Health Information (the "Security Standards", and collectively with ARRA, the Breach Notification Standards and the Privacy Standards, hereinafter "HIPAA"), and any other applicable State and federal laws including but not limited to those concerning privacy and security of information, the Authority wishes to enter into a Business Associate Agreement

("BAA") with the County, and a Business Associate Addendum ("Addendum") with the Law Firm, which BAA and Addendum set forth the parties' obligations concerning the utilization, disclosure and dissemination of Protected Information;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Executive Director is authorized to execute the BAA with the County and the Addendum with the Law Firm, in the form attached hereto and made a part hereof; and

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	✓			
BEVA J. Tomko, 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 BUSINESS ASSOCIATE AGREEMENTS WITH THE COUNTY OF UNION AND A BUSINESS ASSOCIATE ADDENDUM WITH DECOTIIS, FITZPATRICK & COLE, LLP REGARDING RUNNELLS SPECIALIZED HOSPITAL PROTECTED INFORMATION** is a true copy of a resolution adopted by the governing body of the Improvement Authority on November 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By:


John Salerno, Secretary

Dated: November 6, 2013

[SEAL]

HIPAA Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into by and between **UNION COUNTY**, for and on behalf of **RUNNELLS SPECIALIZED HOSPITAL OF UNION COUNTY** (collectively, "Covered Entity") and the **UNION COUNTY IMPROVEMENT AUTHORITY** ("Business Associate") (hereinafter, Covered Entity and Business Associate are, at times, referred to individually each as a "Party" and together as "the Parties").

RECITALS:

WHEREAS, Covered Entity has engaged Business Associate for the purpose of performing certain functions and engaging in certain activities *for and on behalf of* Covered Entity, as set forth in the underlying shared services agreement between the Parties (hereinafter, the "Services Agreement") with regard to facilitating the sale, lease or merger of Runnells Specialized Hospital of Union County;

WHEREAS, in connection with such services, it may become necessary for Covered Entity to disclose information to Business Associate, some of which may constitute protected health information ("PHI"), including electronic protected health information ("e-PHI") (PHI and e-PHI are, collectively, referred to hereinafter as "Covered Entity's PHI") as defined below;

WHEREAS, the Parties intend to protect the privacy and provide for the security of Covered Entity's PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (the "HIPAA Statute"), and its related "Privacy Rule" (45 CFR Part 164 Subpart E), "Breach Notification Rule" (45 CFR Part 164 Subpart D) and "Security Rule" (45 CFR Part 164 Subpart C), all as amended by the Health Information Technology for Economic and Clinical Health Act and its regulations promulgated thereunder (collectively, the "HITECH Act," and together with the Privacy Rule, Breach Notification Rule, Security Rule and HIPAA Statute are, hereinafter, referred to simply as "HIPAA"), as well in compliance with other applicable federal or state laws concerning the privacy and security of health information;

NOW THEREFORE, in consideration of the foregoing, the mutual representations, covenants and agreements set forth below and in the underlying Services Agreement, and for other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

TERMS:

- A. Definitions. Any terms not otherwise specifically defined in this Agreement shall have the meanings ascribed to them in HIPAA, as may be amended from time to time.
- B. Uses and Disclosures of Covered Entity's PHI.
 - 1) ***Permitted Uses and Disclosures***. Business Associate may use and/or disclose Covered Entity's PHI made available by Covered Entity, or created or obtained by Business Associate for or on behalf of Covered Entity as follows:

-
- a) to furnish or perform the BA Services set forth in the Services Agreement, as permitted by and in accordance with this Agreement, HIPAA, and all other applicable federal or state laws. Specifically, Business Associate may use and disclose Covered Entity's PHI as related to the procurement of potential bidders and the facilitation of the sale, lease or merger of Runnells Specialized Hospital of Union County (the "BA Services"). Notwithstanding the foregoing, Business Associate shall not use or disclose Covered Entity's PHI in any manner that would violate HIPAA if done by Covered Entity.
 - b) to use and or disclose only the minimum necessary amount of Covered Entity's PHI needed for Business Associate to perform the BA Services, as consistent with Covered Entity's minimum necessary policies and procedures, and including in accordance with any minimum necessary standards and guidance released by the U.S. Department of Health & Human Services (HHS) pursuant to the HITECH Act;
 - c) for internal management and administration purposes of Business Associate only if *use* of Covered Entity's PHI is necessary for Business Associate to perform internal management and administration functions, or to carry out its own internal legal responsibilities;
 - d) for the internal management and administration purposes of Business Associate only if *disclosure* of Covered Entity's PHI: (1) the disclosure is required by law, or (2) Business Associate obtains from such third party recipient written assurances: (a) that such recipient will hold Covered Entity's PHI confidential and (b) that such recipient will notify the Business Associate, without unreasonable delay, of any instances of which such recipient becomes aware of a Breach that compromises the confidentiality of Covered Entity's PHI; and
 - e) to the extent Business Associate is to carry out a function or obligation of Covered Entity with respect to the Privacy Rule, comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.
- 2) ***Business Associates' Agents.*** Business Associate shall ensure that any agent to whom it provides Covered Entity's PHI agrees to implement reasonable and appropriate security measures to protect such PHI.
 - 3) ***HIPAA Authorization.*** Business Associate shall not, except as provided in this Agreement and permitted or required under HIPAA, use in any other manner or disclose to any other person or entity Covered Entity's PHI without first obtaining a HIPAA-compliant authorization ("HIPAA Authorization") from the individual about whom the information pertains, and the prior written consent from Covered Entity for such use or disclosure. Business Associate shall retain a copy

of any such HIPAA Authorization obtained for six (6) years, and make copies available to Covered Entity.

4) ***Prohibited Uses and Disclosures.***

- a) *Prohibition on "Sale" of PHI and "Marketing"*. Business Associate shall not directly or indirectly accept remuneration in exchange for using or disclosing any of Covered Entity's PHI, including in de-identified form, except Business Associate may accept such remuneration from Covered Entity in exchange for services or functions performed pursuant to this Agreement. Business Associate shall not use or disclose Covered Entity's PHI for marketing except for or on behalf of Covered Entity with Covered Entity's express written consent and the individual's Authorization.
- b) *All Other Uses Strictly Prohibited*. Business Associate is strictly prohibited from using or disclosing Covered Entity's PH in any other manner except as expressly permitted under this Agreement, including, but not limited to, manipulating or otherwise converting such information to de-identified format, even if any such use or disclosure is otherwise permitted under HIPAA, unless Covered Entity agrees in advance in writing.

C. **Use and Disclosure of De-identified Data.**

- 1) *De-identification*. Business Associate may use PHI for purposes of conducting data aggregation and de-identification in accordance with the HIPAA De-identification Standards only as necessary to provide the BA Services. Prior to use or disclosure of de-identified Data, Business Associate shall de-identify Covered Entity's PHI in accordance with one of the following: (i) the HIPAA "safe harbor" method (45 C.F.R. 164.514(a); or (ii) the HIPAA "expert determination" method (45 C.F.R. 164.514(b)(1)). Business Associate shall under no circumstance use or disclose, or permit use or disclosure by any agent, contractor or subcontractor of, Covered Entity's aggregated and/or de-identified data for any commercial purposes.
- 2) *De-identification Guidance*. Business Associate shall comply with guidance or standards that may be promulgated by the Department of Health and Human Services (HHS) relating to methods for the de-identification of PHI including but not limited to "Guidance on De-identification of Protected Health Information", Office for Civil Rights (November 26, 2012), available at: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html>
- 3) *Compliance with De-identification Standards*. Business Associate shall ensure that its employees and agents, and any subcontractors who would create, receive, maintain or transmit PHI for de-identification purposes, will act in full compliance with either the HIPAA safe harbor or HIPAA expert determination standard to appropriately de-identify Data to be used or disclosed, including but

not limited to implementing reasonable and appropriate policies and procedures for doing so.

- 4) **No Re-identification.** Business Associate shall not, nor permit its employees or agents to, re-identify or attempt to re-identity de-identified Data, or permit any other entity to do so on its behalf, including, but not limited to, re-identification of Data for purposes other than those permitted by the Services Contract. Business Associate shall require any entity, including employees, agents, subcontractors and/or third parties, to which it may disclose de-identified Data to agree to not re-identify, or attempt to re-identify any such de-identified Data. Under no circumstance shall Business Associate or any other entity contact or attempt to contact an Individual who is the subject of the de-identified Data.

D. **Security Safeguards.**

- 1) **General.** Business Associate shall have in place reasonable and appropriate safeguards to provide for the security of Covered Entity's PHI and prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement in accordance with the HIPAA Security Rule, including but not limited to those administrative, technical and physical safeguard Standards as set forth in § 164.308, § 164.310, § 164.312 of the Security Rule.
- a) **Compliance with Security Rule.** Business Associate shall comply with the requirements of the Security Rule at all times with respect to Covered Entity's PHI.
- b) **Administrative & Other Safeguards.** Business Associate shall implement and maintain a **written** security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities and as reasonable necessary for Business Associate to comply with applicable provisions of the HIPAA Security Rule, including but not limited to all "Required" and "Addressable" Implementation Specifications.
- c) **Documentation.** Business Associate shall maintain written policies and procedures developed to comply with the HIPAA Security Rule. If any action, activity or assessment is required under the HIPAA Security Rule to be documented, Business Associate shall maintain a written record of the same, and retain a copy and make it available to Covered Entity upon request for a period of six (6) years from the date of its creation, or the date when it last was in effect, whichever is later.
- d) **HHS Guidance.** Business Associate shall implement and comply with all requirements set forth in any guidance concerning business associate compliance with the Security Rule that may be issued by HHS pursuant to the HITECH Act or HIPAA.

2) Security Breach Notification.

- a) **General.** Business Associate shall comply with the standards and requirements under the Breach Notification Rule and the New Jersey Identity Theft Prevention Act (NJITPA), and its related regulations, as may be amended from time to time, and may be applicable to Business Associate (collectively, the "Breach Notification Laws").
- b) **Encryption.** Business Associate shall encrypt Covered Entity's PHI when maintained by Business Associate (i.e., "at rest") and when transmitted by Business Associate (i.e., "in transit") to render it unusable, unreadable and indecipherable, including any and all of Covered Entity's PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses for or on behalf of Covered Entity pursuant to this Agreement. If the Parties otherwise mutually agree that it is not reasonable or possible for Business Associate to encrypt Covered Entity's PHI, then Business Associate shall implement reasonable alternative security methods, as agreed to by Covered Entity in its sole and unfettered discretion, to safeguard Covered Entity's PHI.
- c) **BA's Obligations in the Event of a Security Incident or Breach.**
 - i. Reporting Security Incidents and Breaches. Business Associate shall promptly report to Covered Entity's Privacy Officer and/or Security Officer, or their respective designee, any unauthorized use or disclosure of Covered Entity's, including any Breach or Security Incident, as such terms are defined by HIPAA, in no case later than **seventy-two (72) hours** from the date of actual or constructive discovery by Business Associate.
 - ii. Presumption of Breach. In accordance with 45 C.F.R. § 164.402, *any acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule is presumed to be a Breach unless a low probability exists that the PHI has been compromised.* For purposes of this Agreement, a Breach shall be deemed "discovered" by Business Associate as of the first day on which such Breach is actually known to any person, other than the individual committing the Breach, that is an employee, officer, or other agent of Business Associate, or if such Breach should reasonably have been known to Business Associate to have occurred, including but not limited to notification provided to Business Associate by a subcontractor of a Breach. Business Associate shall take all commercially reasonable steps (e.g., audits; hotlines; technological tools etc.) to allow it to discover Breaches and Security Incidents involving Covered Entity's PHI.

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- iii. No Delay for Risk Assessment. Business Associate shall not delay Breach or Security Incident reporting on the basis of there being a pending determination of whether the incident may result in a “low probability” that Covered Entity’s PHI was compromised or other risk or misuse assessment which may be required under the Breach Notification Laws. Covered Entity has the sole and unfettered right to make any and all final risk assessment determinations, and Business Associate shall cooperate with investigations if requested by Covered Entity in order for Covered Entity to comply with its obligations under HIPAA.
 - iv. Assistance and Cooperation. Business Associate shall provide Covered Entity with such information as may be required for Covered Entity to appropriately determine whether an unauthorized use or disclosure is a Security Incident or Breach, and provide such notification as may be required under the Breach Notification Laws. Business Associate agrees to assist and cooperate with Covered Entity as needed for Covered Entity and Business Associate to fully comply with the Breach Notification Laws. If Business Associate is the direct or indirect cause of a Breach of Covered Entity’s PHI, including any of Business Associate’s employees, owners, directors, agents, independent contractors, or affiliates, Business Associate shall provide Covered Entity, at Business Associate’s sole cost, administrative support and other resources as may be requested by Covered Entity in order to furnish written notices to individuals affected by the Breach and otherwise comply with the Breach Notification Laws. In the event that Business Associate does not provide such requested assistance and resources in a timely manner, as determined by Covered Entity in its sole and unfettered discretion, then Business Associate shall reimburse Covered Entity for all reasonable and actual costs and expenses (e.g., postage; supplies; administrative staff time, etc.) incurred by Covered Entity in its efforts to comply with the Breach Notification Laws.
 - v. Indemnification for Failures to Discover or Report Breaches. Business Associate shall defend, indemnify and hold harmless Covered Entity and each of its officers, directors, employees and agents (“Covered Entity Affiliates”) from and against any and all penalties, claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees and expenses) incurred by Covered Entity or any Covered Entity Affiliates arising out of or in connection with Business Associate’s failure to (a) discover a Breach, (b) timely notify Covered Entity of a Breach that is known or should have been known to Business Associate or (c) otherwise comply with Business Associate’s obligations under the Breach Notification Laws and this Agreement.

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- E. Amendment of PHI. Business Associate shall make Covered Entity's PHI available to Covered Entity as may be required for Covered Entity to fulfill its obligations to respond under §164.526 of the Privacy Rule to an individual's request for amendment of his or her PHI. Business Associate agrees to incorporate any amendments, as directed by Covered Entity, into copies of Covered Entity's PHI maintained by Business Associate.
- F. Restrictions. Business Associate shall implement any restrictions on use or disclosure of Covered Entity's PHI that Covered Entity has agreed to and provided notice to Business Associate of, including but not limited to any restriction for disclosure of PHI to a health plan where the Individual paid in full and out-of-pocket and such disclosure would be for the sole purpose of payment or health care operations purposes.
- G. Access Rights of Individual. Business Associate agrees to make Covered Entity's PHI available to Covered Entity as may be required for Covered Entity to fulfill its obligations under § 164.524 of the Privacy Rule to provide an Individual with access or a copy of such individual's PHI, including but not limited to making available PHI maintained in an electronic designated record set in an electronic form and format as requested by the Individual, if readily producible. Business Associate's compliance with such "access rights" requirements shall be at Business Associate's cost. Notwithstanding the forgoing, Business Associate may, if Covered Entity agrees, to charge a "copy/labor fee" to the individual as otherwise permitted under HIPAA, HITECH and State law.
- H. Accounting of Disclosures. Business Associate shall maintain and make available documentation as required under § 164.528 of the Privacy Rule to allow Covered Entity to respond to an individual's request for an accounting of disclosures (AOD) by Business Associate. Business Associate shall provide such information as may be necessary in order for Covered Entity to respond to an individual's request for an accounting of disclosures as required by 45 C.F.R. § 164.528, as modified by HITECH and its implementing accounting of disclosure rules and regulations.
- I. Business Associate's Subcontractors. Business Associate expressly acknowledges that HITECH makes directly applicable to Business Associate and its subcontractors certain provisions of the HIPAA Privacy Rule and the Security Rule, and that such subcontractors may be considered "business associates" in their own respect with regard to PHI that they may create, receive, maintain or transmit for or on behalf of Business Associate. Business Associate hereby agrees to:
- 1) Ensure that any subcontractor that creates, receives, maintains or transmits Covered Entity's PHI for or on behalf of Business Associate enters into a written HIPAA Business Associate Agreement that complies with the requirements of §164.314(a) and §164.508(e), as applicable;
 - 2) Ensure that each such subcontractor is notified and made aware that it is directly responsible for complying with applicable provisions of the HIPAA Privacy and Security Rules as a Business Associate as a result of entering into such HIPAA Business Associate Agreement with respect to Covered Entity's PHI;

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- 3) Ensure that each HIPAA Business Associate Agreement shall contain the same restrictions and conditions which apply to Business Associate with respect to Covered Entity's PHI; and
- 4) Not disclose any of Covered Entity's PHI to a subcontractor not within the borders and jurisdiction of the United States of America without the prior written consent of Covered Entity which may be withheld in Covered Entity's sole and unfettered discretion.]
- J. Training. Business Associate agrees to require its directors, officers, employees and agents that have access to Covered Entity's PHI to: (a) undergo HIPAA and HITECH-related training and education; and (b) agree to abide by Business Associate's specific responsibilities and obligations with respect to accessing and using Covered Entity's PHI under this Agreement.
- K. Books and Records. Except for information accorded legal protection as privileged or confidential information, each Party agrees to make its internal practices, books and records relating to the use and disclosure of Covered Entity's PHI available if access to such information is necessary for the Secretary of HHS to determine Covered Entity's compliance with HIPAA and HITECH.
- L. State Law. The Parties agree that if any provision or requirement concerning privacy or security of Covered Entity's PHI under New Jersey law is more stringent or provides individuals with more rights regarding their protected health information than a similar provision or requirement under HITECH or HIPAA, such state law shall be followed.
- M. Termination.
- 1) ***Noncompliance.*** If Covered Entity notifies Business Associate regarding an activity or practice that constitutes a material breach or violation of an obligation under this Agreement or HIPAA, and Business Associate does not take reasonable steps to or otherwise does not successfully cure the breach or end the violation, as applicable, within thirty (30) days written notice to Business Associate by Covered Entity of such breach or violation, Covered Entity may terminate this Agreement and Business Associate's authority to access, use and/or maintain possession of Covered Entity's PHI.
- 2) ***Judicial or Administrative Proceedings.*** Covered Entity may terminate this Agreement immediately if: i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or other criminal law or, ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other law is made in any administrative or civil proceeding in which Business Associate has been joined.
- 3) ***Return of Covered Entity's PHI.*** Upon termination of the underlying Services Agreement or this Agreement, Business Associate shall return to Covered Entity

and/or destroy all of Covered Entity's PHI that Business Associate or any of its subcontractors still maintains in any form, and Business Associate and its subcontractors shall retain no copies of Covered Entity's PHI. If return or destruction is not feasible, Business Associate agrees to continue to extend the protections of this Agreement to such information, and limit further use of Covered Entity's PHI to those purposes that make the return or destruction of such PHI infeasible, and similarly require any of its subcontractors to extend such protections and limit further use/disclosure of Covered Entity's PHI, as applicable.

- N. Assistance in Litigation or Administrative Proceedings. Each Party agrees to reasonably assist the other in the performance of its obligations under this Agreement including, if necessary, to testify as witnesses in the event that any litigation or administrative proceedings are commenced against a Party based upon a claimed violation of HIPAA, except where the other Party, or its subcontractor, employee or agent may be named as an adverse Party.
- O. Amendment. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be necessary to address such developments. Upon either Party's request, the Parties agree to in good faith promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Either Party may terminate this Agreement and Business Associate's right to continued access to or possession of the PHI upon **30 days written notice** in the event that a Party, or any of its agents and subcontractors: (i) does not promptly enter into negotiations to amend this Agreement when requested by the other Party pursuant to this paragraph or (ii) does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI sufficient to satisfy the standards and requirements of HIPAA.
- P. Independent Contractor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer and employee, principal and agent, partners, joint venturers, or any similar relationship. Covered Entity and Business Associate expressly acknowledge and agree that Business Associate is an independent contractor, and not an agent of Covered Entity, under federal agency law or otherwise.
- Q. No Waiver. Neither the failure or any delay on the part of a Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.
- R. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of New Jersey.

- S. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon each Party hereto and their respective successors and assigns.
- T. Notices. All notices to be made under this Agreement shall be given in writing and shall be deemed to have been duly given if personally delivered or sent by confirmed facsimile transmission, e-mail, certified or registered mail, return receipt requested, to the other Party at the address set forth in the underlying Services Agreement.
- U. Modification. This Agreement may be amended, superseded, terminated or extended, and the terms hereof may be waived, only by a writing signed by the Parties.
- V. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severed from this Agreement, and the remainder of the provisions will remain in full force and effect.
- W. Interpretation. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and HITECH. If any provision of this Agreement conflicts with a provision in the underlying Services Agreement, the terms of this Agreement will control. The use of headings in this Agreement are for convenience only and shall not affect the interpretation hereof.
- X. Counterparts: This Agreement may be signed in Counterparts.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the date of signature below (the "Effective Date"):

FOR COVERED ENTITY:

By: _____
Alfred J. Faella
County Manager, County of Union

Attest: _____
James Pelletiere
County Clerk, County of Union

Approved: _____
Robert Barry
County Counsel, County of Union

Date:

FOR BUSINESS ASSOCIATE:

By: _____
Daniel Sullivan, Executive Director
Union County Improvement Authority

Attest: _____
John Salerno, Secretary

Date: _____

HIPAA Business Associate Addendum

(for Sub-BAs)

This **BUSINESS ASSOCIATE ADDENDUM** (this "Addendum") is effective as of _____ [the "Effective Date"], by and between the Union County Improvement Authority], a company located at 1499 Routes 1 and 9, Rahway, New Jersey (hereinafter referred to as "**Business Associate.**") and DeCotiis, FitzPatrick & Cole, LLP, a New Jersey limited partnership with its principal office located at Glenpointe West, 500 Frank W. Burr Boulevard, Teaneck, New Jersey 07666 (hereinafter referred to as "**Subcontractor**"). This Addendum supplements and is made a part of the Professional Services Agreement by and between the parties, dated February 2013 (the "Agreement").

WHEREAS, Business Associate and Subcontractor previously have entered into the Agreement under which Subcontractor provides certain professional services for the Business Associate, which may, of necessity, include the knowledge and utilization of Protected Health Information ("PHI") (defined below) in its performance of the services under the Agreement;

WHEREAS, Business Associate and Subcontractor agree that Business Associate has entered into one or more contracts with Covered Entities through which Business Associate may create, receive, maintain or transmit PHI for or on behalf of such Covered Entity clients (hereinafter, "Covered Entity PHI")

WHEREAS, Business Associate and Subcontractor intend to protect the privacy and security of PHI received by or disclosed to Subcontractor in compliance with the American Recovery and Reinvestment Act of 2009 and regulations issued under this Act (together the "ARRA") which amend and supplement the Health Insurance Portability and Accountability Act of 1996, including but not limited to the Standards for Notification in Case of Breaches of Unsecured Protected Health Information (the "Breach Notification Standards"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") and the Standards for the Security of Electronic Protected Health Information (the "Security Standards", and collectively with ARRA, the Breach Notification Standards and the Privacy Standards, hereinafter "HIPAA"), and any other applicable State and federal laws including but not limited to those concerning privacy and security of information;

WHEREAS, Business Associate and Subcontractor agree that this Addendum sets forth the terms and conditions pursuant to which Covered Entity PHI that is provided by, or created, maintained or received by, Subcontractor from or on behalf of Business Associate, will be handled between Subcontractor and Business Associate and with third parties during the term of the respective Agreement and after its termination.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Addendum and below, the parties hereby agree as follows:

1. Definitions. As may be amended from time to time, the following HIPAA definitions shall apply to this Addendum. Any terms not otherwise specifically described in this Addendum shall have the meanings ascribed to such by HIPAA.

"Business Associate" (45 C.F.R. § 164.103) means a person or entity who, on behalf of a Covered Entity, creates, receives, maintains or transmits PHI for a function, activity or

service regulated by HIPAA, and which includes a subcontractor that creates, receives, maintains or transmits PHI for or on behalf of a Business Associate.

“Designated Record Set” (45 C.F.R. § 164.501) means a group of records maintained by or for a covered entity that is (i) the medical records and billing records about individuals maintained by or for a covered health care provider; or (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for a covered entity to make decisions about individuals.

“Electronic Protected Health Information” or “EPHI” (45 C.F.R. § 160.103) means individually identifiable health information transmitted by Electronic Media or maintained in Electronic Media.

“Electronic Media” (45 C.F.R. § 160.103) means (1) electronic storage material including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as a magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide open), extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

“Individual” (45 C.F.R. § 160.103) means the person who is the subject of Protected Health Information.

“Individually Identifiable Health Information” (45 C.F.R. § 160.103) means information, including demographic information, collected from an individual and (i) is created or received by a healthcare provider, health plan, employer or healthcare clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Protected Health Information” (“PHI”) (45 C.F.R. § 160.103) means Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium; (i) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and ARRA and their Regulations.

"Security Breach" (45 C.F.R. §164.402) means generally the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.

"Security Incident" (45 C.F.R. §164.304) means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

"Subcontractor" (45 C.F.R. 164.103) means, generally, a person to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such Business Associate.

2. Use and Disclosure of PHI. Subcontractor may use and disclose Covered Entity PHI received from Business Associate, or created, maintained or received by Subcontractor on behalf of Business Associate, only as permitted or required by the respective underlying Agreement, this Addendum or as otherwise required by law. All such uses and disclosures also shall be in compliance with each applicable requirement of 45 C.F.R. § 164.504(e).

a. Subcontractor may use and disclose Covered Entity PHI only in the performance of the services Subcontractor has been engaged to perform under the underlying Agreement (the "Subcontractor Services"), and provided that Subcontractor only uses and discloses the minimum amount necessary of Covered Entity PHI when performing the Subcontractor Services, consistent with the Minimum Necessary standards under HIPAA.

b. Subcontractor shall not, and shall ensure that its directors, trustees, officers, employees, and agents do not use or disclose Covered Entity PHI in any manner that would constitute a violation of the Privacy Standards if used in such manner by Business Associate.

c. Except as otherwise limited in this Addendum, Subcontractor may **disclose** Covered Entity PHI for the proper management and administration or to carry out the legal responsibilities of Subcontractor, provided that any such disclosures are either: (i) Required by Law (as defined under 45 C.F.R. § 164.103), or (ii) Subcontractor obtains reasonable written assurances from the person/entity to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was originally disclosed to the person/entity, and the person/entity immediately notifies Subcontractor of any instances of which it is aware in which the confidentiality of the information has been breached. **Notwithstanding the foregoing, Subcontractor shall not disclose PHI to any third party not within the borders and jurisdictions of the United States of America without the prior written consent of Business Associate, which may be withheld in Business Associate's sole discretion.**

d. If applicable and except as otherwise limited in this Addendum, Subcontractor may **use** Covered Entity PHI to provide data aggregation services to

Business Associate and its Covered Entity clients as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) and as set forth in the underlying Agreement. In connection with such data aggregation services, Subcontractor may de-identify Covered Entity PHI, provided that Subcontractor shall, and require any of its subcontractors to, de-identify PHI in accordance with either the HIPAA “safe harbor” method (45 C.F.R. § 164.514(a)) or the HIPAA “expert determination” method (45 C.F.R. § 164.514(b)(1)), and comply at all times with de-identification guidance promulgated by the Secretary of HHS, including but not limited to “Guidance on De-identification of Protected Health Information”, Office for Civil Rights (November 26, 2012).¹ Subcontractor acknowledges that failure to appropriately de-identify Covered Entity PHI will constitute a material breach of this Addendum, and Subcontractor is solely responsible for any costs, liabilities or expenses incurred by Business Associate as a result of Subcontractor’s failure to appropriately de-identify Covered Entity PHI. Under no circumstance may Subcontractor, including employees, agents, subcontractors and/or third parties to which Subcontractor may disclose de-identified Data, re-identify, or attempt to re-identify any such de-identified Data. Under no circumstance shall Subcontractor or any other entity contact or attempt to contact an Individual who is the subject of the de-identified Data.

e. To the extent Subcontractor is to carry out one or more of Business Associate’s obligation(s) for or on behalf of its Covered Entity clients, Subcontractor’s use and disclosure of Covered Entity PHI for such purposes shall comply with the Privacy Standards which may apply to Business Associate and its Covered Entity client(s)’s performance of such obligation(s).

f. Subcontractor shall not directly or indirectly accept any remuneration in exchange for any Covered Entity PHI and as prohibited under 45 C.F.R. §§ 164.502(a)(5)(ii) and 164.508(a)(5) unless a valid HIPAA-compliant authorization has been obtained from the individual that specifies whether Covered Entity PHI can be further exchanged for remuneration by Subcontractor.

3. Safeguards. Subcontractor shall use appropriate safeguards to prevent uses or disclosures of Covered Entity PHI that are not provided for by this Addendum. Subcontractor shall maintain a comprehensive written privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Subcontractor’s operations and the nature and scope of its activities and which complies with the requirements of the Security Standards and Privacy Standards, as may be applicable to Subcontractor.

a. Subcontractor acknowledges that Subcontractor is required to comply with the Security Standards as amended by ARRA. Subcontractor shall implement or maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (“ePHI”) as required by the Security Standards and ARRA, including without limitation, 45 C.F.R. §§ 164.308, 164.310, and 164.312. In no way limiting the foregoing, Subcontractor shall implement encryption mechanisms as may be reasonable and

¹ available at: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/guidance.html>

appropriate to protect the confidentiality, integrity and availability of ePHI at rest and in transmission;

b. Subcontractor shall report as soon as practicable and in no case later than **seventy-two (72) hours** to Business Associate any and all unauthorized use(s) or disclosure(s) of PHI not permitted by this Addendum of which Subcontractor becomes aware in accordance with Section 7 of this Addendum.

4. Policies and Procedures. Subcontractor agrees to implement reasonable and appropriate policies and procedures to comply with the Security Standards and all other applicable provisions of HIPAA. Subcontractor also agrees to maintain such policies and procedures in written or electronic form, and will document and retain such documentation regarding all actions, activities and assessments required under the Security Standards and HIPAA, including but not limited to 45 C.F.R. § 164.316(b).

5. Training. Subcontractor agrees that all agents and members of Subcontractor's workforce who will use or disclose Covered Entity PHI will: (a) be trained (in accordance with 45 C.F.R. § 164.308(5)) concerning Subcontractor's HIPAA Privacy and Security policies and practices and compliance with the Privacy and Security Standards and ARRA; and (b) agree in writing to abide by such policies and practices.

6. Mitigation. Subcontractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a use or disclosure of Covered Entity PHI by Subcontractor in violation of the requirements of this Addendum.

7. Reporting of Disclosures of PHI. Subcontractor shall report to Business Associate within **seventy-two (72) hours** any use or disclosure of Covered Entity PHI in violation of this Addendum, including a Security Incident or Security Breach of which it becomes aware, irrespective of the medium in which it has occurred (e.g., paper or electronic).

a. A Security Breach/Incident will be considered "discovered" as of the first day on which such Breach/Incident is known to Subcontractor (including any person, other than the individual committing the Breach/Incident, that is an employee, officer, or other agent of Subcontractor), or by exercising reasonable diligence would have been known to Subcontractor. Any acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule is presumed to be a Breach (45 C.F.R. § 164.402) unless there is a low probability that the PHI involved has been compromised.

b. Subcontractor's notification to Business Associate regarding Security Breaches/Incidents shall include such information as required by the Breach Notification Standard, including but not limited to identification of each Individual whose "unsecured PHI" (as defined at 45 C.F.R. § 164.402) has been, or is reasonably believed by Subcontractor to have been, accessed, acquired, or disclosed during such Breach/Incident. Subcontractor shall take prompt corrective action to cure any deficiencies and will take any action pertaining to such Security Breach/Incident required by applicable federal and state laws and regulations.

c. Subcontractor will provide a written summary to Business Associate within thirty (30) days of the discovery of any use or disclosure of Covered Entity PHI not permitted by this Addendum, and such summary shall describe in detail: (i) the actions taken by Subcontractor to mitigate any harmful effect of the unauthorized use or disclosures and (ii) what corrective action Subcontractor has taken or shall take to prevent future similar unauthorized use or disclosure. To the extent Subcontractor coordinates and assists Business Associate in providing notice of the Security Breach/Incident to affected Covered Entity clients, Subcontractor agrees to do so in accordance with the Breach Notification Standards, including without limitation provisions regarding timeliness, content and recipients of such notice. Subcontractor further agrees to cooperate and assist Business Associate to the extent required for Business Associate and/or Subcontractor to fulfill any security breach notifications required by State law.

8. Agreements with Subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1) and 164.308(b)(2), Subcontractor agrees to require any subcontractor that creates, receives, maintains or transmits Covered Entity PHI for or on behalf of Subcontractor to agree in writing to be bound by the same restrictions, conditions and requirements that apply to Subcontractor with respect to such PHI. Subcontractor shall disclose to such subcontractors only the minimum Covered Entity PHI necessary (as defined under the HIPAA Standards) to perform or fulfill a specific function required or permitted under the respective Agreement or this Addendum. Notwithstanding the foregoing, in no event shall Subcontractor disclose Covered Entity PHI to a subcontractor not within the borders or jurisdiction of the United States of America without the prior written consent of Business Associate, which may be withheld in Business Associate's sole discretion.

9. Access to Information. To the extent applicable, Subcontractor agrees to provide access, at the request of Business Associate or its Covered Entity client(s), to Covered Entity PHI in a Designated Record Set to the Individual or Business Associate so that Business Associate and its Covered Entity client(s) may meet the requirements of 45 C.F.R. § 164.524 and ARRA (including access to the information, where maintained in an electronic Designated Record Set, in electronic format).

10. Amendments/Availability of PHI for Amendment. To the extent applicable, Subcontractor agrees to make any amendments to Covered Entity PHI in a Designated Record Set that the Business Associate directs in accordance with the requirements of 45 C.F.R. § 164.526.

11. Accounting of Disclosures. Subcontractor agrees to document such disclosures of PHI and information related to such disclosures, and retain such documentation and information, as would be required for Business Associate to respond to a request by an Individual or a Covered Entity client for an accounting of disclosures of Covered Entity PHI in accordance with 45 C.F.R. § 164.528 and ARRA. Subcontractor agrees to respond to requests from Business Associate or its Covered Entity client(s) for an accounting of disclosures of Covered Entity PHI in accordance with 45 C.F.R. § 164.528 and ARRA.

12. Restrictions. To the extent applicable, Subcontractor agrees to respond to requests by Business Associate or its Covered Entity client(s) for restrictions on the use and disclosure of Covered Entity PHI in accordance with 45 C.F.R. § 164.522 (or implement a restriction agreed to by Business Associate's Covered Entity client(s)), including requests for confidential communications. Subcontractor also agrees to comply with a request for a restriction if the disclosure is to a health plan for the purposes of carrying out payment or health care operations (and is not for treatment) and the PHI pertains solely to a healthcare item or services for which the health care provider involved has been paid out of pocket in full by the Individual.

13. Availability of Books and Records. Subcontractor hereby agrees to make its internal policies, procedures, practices, books, records and agreements relating to the use and disclosure of Covered Entity PHI received from, or created or received by Subcontractor on behalf of, Business Associate available to the Secretary of the Department of Health and Human Services (the "Secretary") for purposes relating to any determinations of compliance with the Privacy and Security Standards and ARRA.

14. Return of PHI upon Termination. Upon termination of the Agreement or this Addendum for any reason, Subcontractor shall return all Covered Entity PHI in Subcontractor's possession which Subcontractor still maintains in any form. Subcontractor further agrees to recover any Covered Entity PHI in the possession of its subcontractors or agents. Subcontractor shall not, nor shall Subcontractor's agents or subcontractors, retain any copies of Covered Entity PHI. Subcontractor may, upon prior notice and approval by Business Associate, destroy Covered Entity PHI in lieu of such its return. Subcontractor will provide written certification to Business Associate within five (5) days of such destruction that the Covered Entity PHI has been appropriately destroyed in accordance with commercially reasonable industry practices.

If it is not feasible to destroy or return all Covered Entity PHI to Business Associate, as mutually determined by the Parties, Subcontractor shall provide written notice to Business Associate of the reasons that make return or destruction infeasible and provide reasonable assurances that Subcontractor shall extend, at Subcontractor's sole cost, any and all protections, limitations, and restrictions in this Addendum to Subcontractor's use and disclosure of any Covered Entity PHI retained after the termination of the Agreement and this Addendum, and to limit any further uses and disclosures to the purpose(s) that make the return of such Covered Entity PHI infeasible. If it is not feasible for Subcontractor to recover any Covered Entity PHI in the possession of the subcontractor or agent, Subcontractor agrees to require such subcontractor or agent to agree in writing to extend any and all protections, limitations, and restrictions in this Addendum to the subcontractor or agent's use and disclosure of any such Covered Entity PHI retained after the termination of this Addendum, and to limit any further uses and disclosures to the purposes that make the return of such PHI infeasible. The provisions under this Section 14 shall survive termination of the Agreement and Addendum.

15. Termination. Business Associate may immediately terminate the respective Agreement and this Addendum and any related agreements requiring access to or use of

Covered Entity PHI if Business Associate determines that Subcontractor has breached a material term of this Addendum. Alternatively, in its sole discretion, Business Associate may (i) provide Subcontractor with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford Subcontractor an opportunity to cure said alleged material breach to Business Associate's satisfaction within the stated time period or such other timeframe as mutually agreed to by the parties. Failure to cure the alleged breach to Business Associate's satisfaction within such time period is grounds for immediate termination of the Agreement. Either Party may terminate the Agreement, effective immediately, if (i) the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation, that the other party has violated any standard or requirement of HIPAA, state regulations or other security or privacy laws, is made in any administrative or civil proceeding in which the party has been joined.

To the extent that Subcontractor knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Addendum, Subcontractor will take reasonable steps to assist Business Associate in curing the breach or ending the violation, and if such steps are unsuccessful, Subcontractor may terminate this the respective Agreement and this Addendum, if feasible.

16. Indemnification. Subcontractor shall defend, indemnify and hold harmless Business Associate and each of its officers, directors, employees and agents ("Business Associate Affiliates") from and against any and all penalties, claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Business Associate or any Business Associate Affiliates arising out of or in connection with Subcontractor's: (a) acts or omissions which result in a Breach of Covered Entity PHI; (b) failure to comply with a material provision of HIPAA; or (c) material breach of this Addendum. Any waivers or restrictions on liabilities which may be contained in the underlying Agreement will not apply to Subcontractor's indemnification obligations under this Addendum.

17. No Third Party Beneficiaries. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

18. Business Associate's Obligations. Business Associate shall notify Subcontractor of any limitation(s) that Business Associate has been made aware of in its Covered Entity client(s) notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Subcontractor's use or disclosure of Covered Entity PHI. Business Associate shall notify Subcontractor of any changes in, or revocation of, permission by an Individual that Business Associate becomes aware of to use or disclose such Individual's PHI, to the extent that such changes may affect Subcontractor's use or disclosure of Covered Entity PHI. Business Associate shall notify Subcontractor of any restriction to the use or disclosure of Covered Entity PHI that Business Associate has been made aware of by its Covered Entity client(s) in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Subcontractor's use or disclosure of Covered Entity PHI.

19. Audits, Inspection and Enforcement. Business Associate may, upon reasonable notice, inspect the facilities, systems, books and records of Subcontractor to monitor compliance with this Agreement in the event Business Associate becomes aware of a material breach, or potential material breach, of this Agreement, including a Breach of Covered Entity PHI, as described in Section 7, resulting from the acts or omissions of Subcontractor. Subcontractor shall promptly provide Business Associate, upon Business Associate's request, with written satisfactory assurances that appropriate safeguards have been implemented to prevent violations or unauthorized uses or disclosures of Covered Entity PHI from occurring and that Subcontractor is reasonably compliant with the standards and requirements of the Privacy and Security Standards, as applicable. Failure to provide such satisfactory assurances to Business Associate within thirty (30) days from Business Associate's request for such assurances shall be grounds for termination as set forth in Section 15 of this Agreement.

20. Regulatory References. A reference in this Addendum to a section in the Privacy or Security Standards and ARRA means the section as in effect or as amended from time to time.

21. Assistance in Litigation or Administrative Proceedings. Subcontractor shall make itself and any subcontractors, employees or agents assisting Subcontractor in the performance of its obligations under the Agreement or this Addendum, available to Business Associate, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Business Associate, its directors, trustees, officers or employees based upon claimed violations of HIPAA or other laws relating to security and privacy, except where Subcontractor or its subcontractor, employee or agent is a named adverse party.

22. Disclaimer. Business Associate makes no warranty or representation that compliance by Subcontractor with this Addendum, state law, HIPAA Regulations, or other security or privacy laws will be adequate or satisfactory for Subcontractor's own purposes or that any information in Subcontractor's possession or control, or transmitted or received by Subcontractor, is or will be secure from unauthorized use or disclosure. Subcontractor is solely responsible for all decisions made by Subcontractor regarding the safeguarding of Covered Entity PHI and for complying with all applicable requirements of the Breach Notification, Privacy and Security Standards.

23. Certification. To the extent that Business Associate determines that a suspected violation may have occurred, Business Associate may require Subcontractor to evaluate its security measures and certify in writing that Subcontractor's security safeguards comply with HIPAA, the HIPAA Regulations, this Addendum and/or other security or privacy laws.

24. Amendment. No changes, amendments, or alterations of this Addendum shall be effective unless signed by duly authorized representatives of both parties, except as expressly provided herein. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Business Associate and

Subcontractor to comply with the requirements of the HIPAA Standards, ARRA, or other applicable law.

25. Independent Contractors. Nothing contained in this Addendum is intended nor shall be deemed or construed to create the relationship of employer and employee, principal and agent, partners, joint venturers or any similar relationships. Business Associate and Subcontractor expressly acknowledge and agree that Subcontractor is an independent contractor and is not an agent of Business Associate, whether under federal agency law or otherwise.

26. Interpretation. Business Associate and Subcontractor agree that any ambiguity or inconsistency in this Addendum shall be resolved in favor of a meaning that complies with and is consistent with HIPAA and ARRA. If any provision of this Addendum conflicts with a provision in the underlying Agreement, the terms of this Addendum shall control. The use of headings in this Addendum is for convenience only and shall not affect the interpretation hereof.

27. No Waiver. Neither the failure or any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

28. Entire Agreement. This Addendum, together with the underlying Agreement, supersedes all previous agreements, written or oral, between Business Associate and Subcontractor, and contains the entire understanding and agreement between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the ____ day of _____, 20__.

FOR BUSINESS ASSOCIATE

By: _____
Daniel Sullivan, Executive Director
Union County Improvement Authority

Attest: _____
John Salerno, Secretary

Date: _____


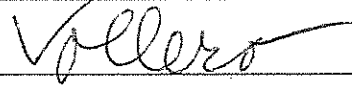
FOR SUBCONTRACTOR

By: _____
DeCotiis, FitzPatrick & Cole, LLP

Attest: _____

Date: _____

RESOLUTION NO.: 71-2013

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY that the Interim Executive Director be authorized to release vouchers for the processing and payment of the invoices on the attached Bill List, subject to certification that sufficient funds are available.

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


Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
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	✓			
Bryan Thomas Tomko, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING A BILL LIST AND THE RELEASE OF VOUCHERS FOR PROCESSING AND PAYMENT, SUBJECT TO CERTIFICATION THAT SUFFICIENT FUNDS ARE AVAILABLE** is a true copy of a resolution adopted by the governing body of the Authority on November 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: November 6, 2013

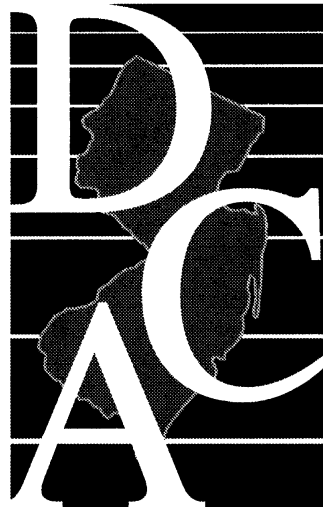
(SEAL)

2014

Union County Improvement

Authority Budget

Department Of



Community
Affairs

Division of Local Government Services

2014

Union County Improvement

AUTHORITY BUDGET

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

For Division Use Only

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the approved Budget made a part hereof complies with the requirements of law and the rules and regulations of the Local Finance Board, and approval is given pursuant to NJS 40A:5A-11

*State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services*

By: _____ Date: _____

CERTIFICATION OF ADOPTED BUDGET

It is hereby certified that the adopted Budget made a part hereof has been compared with the approved Budget previously certified by the Division, and any amendments made thereto. This adopted Budget is certified with respect to such amendments and comparisons only.

*State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services*

By: _____ Date: _____

2014 PREPARER'S CERTIFICATION

Union County Improvement

AUTHORITY BUDGET

FISCAL YEAR: FROM: January 1, 2014 TO: December 31, 2014

It is hereby certified that the Authority Budget, including both the Annual Budget and the Capital Budget/Program annexed hereto, represents the members of the governing body's resolve with respect to statute in that; all estimates of revenue are reasonable, accurate and correctly stated, all items of appropriation are properly set forth and in itemization, form and content, the budget will permit the exercise of the comptroller function within the Authority.

It is further certified that all proposed budgeted amounts and totals are correct. Also, I hereby provide reasonable assurance that all assertions contained herein are accurate and all Supplemental Schedules required are completed and attached.

Preparer's Signature:			
Name:	Joseph Miskiewicz		
Title:	Treasurer		
Address:	1499 Route 1 and 9 Rahway, NJ 07065		
Phone Number:	908-820-9710	Fax Number:	908-820-9874
E-mail address	ucianj@yahoo.com		

2014 APPROVAL CERTIFICATION

Union County Improvement

AUTHORITY BUDGET

FISCAL YEAR: FROM: January 1, 2014 TO: December 31, 2014

It is hereby certified that the Authority Budget, including Supplemental Schedules appended hereto, are a true copy of the Annual Budget and Capital Budget/Program approved by resolution by the governing body of the Union County Improvement Authority, at an open public meeting held pursuant to N.J.A.C. 5:31-2.3, on the ____ day of _____, _____.

It is further certified that the recorded vote appearing in the resolution represents a not less than a majority of the full membership of the governing body thereof.

Secretary's Signature:			
Name:	John Salerno		
Title:	Secretary		
Address:	1499 Route 1 and 9 Rahway, NJ 07065		
Phone Number:	908-820-9710	Fax Number:	908-820-9874
E-mail address	ucianj@yahoo.com		

AUTHORITY INFORMATION SHEET

2014

Please complete the following information regarding this Authority:

Name of Authority:	Union County Improvement Authority		
Address:	1499 Route 1 and 9		
City, State, Zip:	Rahway	NJ	07065
Phone: (ext.)	908-820-9710	Fax:	908-820-9874

Preparer's Name:	Joseph Miskiewicz		
Preparer's Address:	1499 Route 1 and 9		
City, State, Zip:	Rahway	NJ	07065
Phone: (ext.)	908-820-9710	Fax:	908-820-9874

Chief Executive Officer:	Daniel Sullivan		
Phone: (ext.)	908-820-9710	Fax:	908-820-9874
E-mail:	dsullivan@ucua.org		

Chief Financial Officer:			
Phone: (ext.)		Fax:	
E-mail:			

Name of Auditor:	Robert Butvilla CPA		
Name of Firm:	Suplee, Clooney and Company		
Address:	308 East Broad Street		
City, State, Zip:	Westfield	NJ	07090
Phone: (ext.)	(908) 789-9300	Fax:	(908) 789-8535
E-mail:	rbutvilla@scnco.com		

Membership of Board of Commissioners (Full Name)	Title
Anthony R. Scutari	Chairman
Carolyn Vollero	Vice Chairman
John Salerno	Secretary
Joseph Miskewitz	Treasurer
Cherron Rountree	Commissioner
Bryan Tomko	Commissioner
Sam McGhee	Commissioner
Linda Hines	Commissioner
Sebastian D' Elia	Commissioner

Internet Web Site Information and Certification

Authority's Web Address	http://ucimprovementauthority.org/
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All authorities shall maintain either an Internet website or a webpage on the municipality's or county's Internet website. The purpose of the website or webpage shall be to provide increased public access to the authority's operations and activities. NJSA 40A:5A-17.1 requires the following items as the minimum requirement for public disclosure.

- ☐ A description of the Authority's mission and responsibilities
- ☐ Commencing with 2013, the budgets of at least three consecutive fiscal years
- ☐ The most recent Comprehensive Annual Financial Report (Unaudited) or similar financial information
- ☐ Commencing with Calendar Year Ending 2012, the annual audits of at least three consecutive fiscal years
- ☐ The Authority's rules, regulations and official policy statements deemed relevant by the governing body of the authority to the interests of the residents within the authority's service area or jurisdiction
- ☐ Notice posted pursuant to the "Open Public Meetings Act" for each meeting of the Authority, setting forth the time, date, location and agenda of each meeting
- ☐ Beginning January 1, 2013, the approved minutes of each meeting of the Authority including all resolutions of the board and their committees; for at least three consecutive fiscal years
- ☐ The name, mailing address, electronic mail address and phone number of every person who exercises day-to-day supervision or management over some or all of the operations of the Authority
- ☐ A list of attorneys, advisors, consultants and any other person, firm, business, partnership, corporation or other organization which received any remuneration of \$17,500 or more during the preceding fiscal year for any service whatsoever rendered to the Authority

It is hereby certified by the Chairman of the Board, that the Authority's web site or web page as identified above complies with the minimum statutory requirements of NJSA 40A:5A-17.1 as listed above. A check in each of the above boxes signifies compliance.

Name of Chairperson Certifying compliance

Anthony R. Scutari

Signature

2014 Authority Budget Resolution

Union County Improvement Authority

FISCAL YEAR: FROM: January 1, 2014 TO: December 31, 2014

WHEREAS, the Annual Budget and Capital Budget for the Union County Improvement Authority for the fiscal year beginning, January 1, 2014 and ending, December 31, 2014 has been presented before the governing body of the Union County Improvement Authority at its open public meeting of _____; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$34,823,727, Total Appropriations, including any Accumulated Deficit if any, of \$34,548,727 and Total Unrestricted Net Assets utilized of \$ - 0 -; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$ - 0 - and Total Unrestricted Net Assets planned to be utilized as funding thereof, of \$ - 0 -; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Union County Improvement Authority, at an open public meeting held on _____ that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Union County Improvement Authority for the fiscal year beginning, January 1, 2014 and ending, December 31, 2014 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Union County Improvement Authority will consider the Annual Budget and Capital Budget/Program for adoption on _____.

(Secretary's Signature)

(Date)

Governing Body Member:	Recorded Vote			
	Aye	Nay	Abstain	Absent
Anthony R. Scutari				
Carolyn Vollero				
John Salerno				
Joseph Miskiewitz				
Cherron Rountree				
Bryan Tomko				
Sam McGhee				
Linda Hines				
Sebastian D' Elia				

BUDGET MESSAGE 2014

Union County Improvement

AUTHORITY BUDGET

FISCAL YEAR: FROM: January 1, 2014 TO: December 31, 2014

1. Complete a brief statement on the 2014 proposed Annual Budget and make comparison to the current year's adopted budget. Explain significant increases or decreases, if any.

The overall budget for the year 2014 has increased from the year 2013. The primary reason for the increase is the increase of financing projects undertaken by the Authority. As a Financing Authority, debt service represents most of the appropriations.

2. Complete a brief statement on the impact the proposed Annual Budget will have on Anticipated Revenues, especially service charges and on the general purpose/component unit financial statements. Explain significant increases or decreases, if any.

As a Financing Authority, Revenue is derived primarily from lease payments and contractual agreements, which provide sufficient funds to pay debt service associated with a financed project. The budget has no impact on service charges or rate structure.

3. Describe the state of the local/regional economy and how it may impact the proposed Annual Budget, including the planned Capital Budget/Program.

The local economy has no impact on this proposed budget.

4. Describe the reasons for utilizing Unrestricted Net Assets in the proposed Annual Budget, i.e. rate stabilization, debt service reduction, to balance the budget, etc.

Not applicable – no unreserved retained earnings are to be used in the 2014 budget.

5. Identify any sources of funds transferred to the County/Municipality as a budget subsidy or a shared service.

Not applicable.

6. The proposed budget should not reflect an anticipated deficit. If there exists an accumulated deficit from prior years' budgets (and funding is included in the proposed budget as a result of a prior deficit) explain the funding plan to eliminate said deficit (NJSA 40A:5A-12).

Not applicable.

2014

AUTHORITY BUDGET

Financing
(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

---ANTICIPATED REVENUES---

OPERATING REVENUES -----	CROSS REF. -----	2014 PROPOSED BUDGET -----	2013 CURRENT YEAR'S ADOPTED or AMENDED BUDGET -----	
SERVICE CHARGES	* A-1 *		*	*
CONNECTION FEES	* A-2 *		*	*
PARKING FEES	* A-3 *		*	*
OTHER OPERATING REVENUES	* A-4 *	\$34,809,727	*	\$32,853,822 *
TOTAL OPERATING REVENUES	* R-1 *	\$34,809,727	*	\$32,853,822 *
		-----		-----
NON-OPERATING REVENUES -----	CROSS REF. -----	2014 PROPOSED BUDGET -----	2013 CURRENT YEAR'S ADOPTED or AMENDED BUDGET -----	
OPERATING GRANTS & ENTITLEMENTS	* A-5 *		*	*
LOCAL SUBSIDIES & DONATIONS	* A-6 *		*	*
INTEREST ON INVESTMENTS AND DEPOSIT	* A-7 *	\$1,000	*	\$1,000 *
OTHER NON-OPERATING REVENUES	* A-8 *	\$13,000	*	\$14,000 *
TOTAL NON-OPERATING REVENUES	* R-2 *	\$14,000	*	\$15,000 *
		-----		-----
TOTAL ANTICIPATED REVENUES	* B-1 *	\$34,823,727	*	\$32,868,822 *
(R-1 + R-2)		=====		=====

2014

AUTHORITY BUDGET

Financing
(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

---BUDGETED APPROPRIATIONS--

--OPERATING APPROPRIATIONS--

ADMINISTRATION		CROSS REF.	2014 PROPOSED BUDGET	2013 CURRENT YEAR'S ADOPTED or AMENDED BUDGET
SALARY & WAGES	*	*	\$160,350	\$255,000 *
FRINGE BENEFITS	*	*	\$65,000	\$102,000 *
OTHER EXPENSES	*	*	\$526,650	\$533,000 *
TOTAL ADMINISTRATION	*	E-1	\$752,000	\$890,000 *
COST OF PROVIDING SERVICES		CROSS REF.	2014 PROPOSED BUDGET	2013 CURRENT YEAR'S ADOPTED or AMENDED BUDGET
SALARY & WAGES	*	*		* *
FRINGE BENEFITS	*	*		* *
OTHER EXPENSES	*	*	\$3,376,103	\$3,393,957 *
TOTAL COST OF PROVIDING SERVICES	*	E-2	\$3,376,103	\$3,393,957 *
TOTAL PRINCIPAL PAYMENTS ON DEBT SERVICE IN LIEU OF DEPRECIATION	*	D-1	\$15,151,048	\$14,648,193 *
TOTAL OPERATING APPROPRIATIONS	*	B-2	\$19,279,151	\$18,932,150 *
(E-1 + E-2 + D-1)			=====	=====

2014

AUTHORITY BUDGET

Financing

(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

---BUDGETED APPROPRIATIONS---

--NON-OPERATING APPROPRIATIONS--

.....

	CROSS	2014	2013
	REF.	PROPOSED	CURRENT YEAR'S
		BUDGET	ADOPTED or AMENDED
			BUDGET
TOTAL INTEREST PAYMENTS ON DEBT	* D-2 *	\$15,269,576	\$13,936,672
OPERATIONS & MAINTENANCE RESERVE	* *	*	*
RENEWAL & REPLACEMENT RESERVE(S)	* C-1 *	*	*
MUNICIPALITY/COUNTY APPROPRIATION	* *	*	*
OTHER RESERVES	* C-2 *	*	*
TOTAL NON-OPERATING APPROPRIATIONS	* B-3 *	\$15,269,576	\$13,936,672
ACCUMULATED DEFICIT	* B-4 *	*	*
TOTAL OPERATING & NON-OPERATING APPROPRIATIONS & ACCUMULATED DEFICIT (B-2 + B-3 + B-4)	* B-5 *	\$34,548,727	\$32,868,822
UNRESTRICTED NET ASSETS UTILIZED:			
MUNICIPALITY/COUNTY APPROPRIATION	* R-3a *	*	*
OTHER	* R-3b *	*	*
LESS: TOTAL UNRESTRICTED NET ASSETS UTILIZED (R-3a + R-3b)	* R-3 *	*	*
NET TOTAL APPROPRIATIONS (B-5 - R-3)	* B-6 *	\$34,548,727	\$32,868,822

2014 ADOPTION CERTIFICATION

Union County Improvement

AUTHORITY BUDGET

FISCAL YEAR: **FROM:** January 1, 2014 **TO:** December 31, 2014

It is hereby certified that the Authority Budget and Capital Budget/Program annexed hereto is a true copy of the Budget adopted by the governing body of the Union County Improvement Authority, pursuant to N.J.A.C. 5:31-2.3, on the ____ day of, _____, _____.

Secretary's Signature:			
Name:	John Salerno		
Title:	Secretary		
Address:	1499 Route 1 and 9 Rahway, NJ 07065		
Phone Number:	908-820-9710	Fax Number:	908-820-9874
E-mail address	ucianj@yahoo.com		

2014 ADOPTED BUDGET RESOLUTION

Union County Improvement

AUTHORITY

FISCAL YEAR: FROM: January 1, 2014 TO: December 31, 2014

WHEREAS, the Annual Budget and Capital Budget/Program for the Union County Improvement Authority for the fiscal year beginning January 1, 2014 and ending, December 31, 2014 has been presented for adoption before the governing body of the Union County Improvement Authority at its open public meeting of _____; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$34,823,727, Total Appropriations, including any Accumulated Deficit, if any, of \$34,548,727 and Total Unrestricted Net Assets utilized of \$ - 0 -; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$ - 0 - and Total Unrestricted Net Assets planned to be utilized of \$ - 0 -; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Union County Improvement Authority, at an open public meeting held on _____ that the Annual Budget and Capital Budget/Program of the Union County Improvement Authority for the fiscal year beginning, January 1, 2014 and ending, December 31, 2014 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

(Secretary's Signature)

(Date)

Governing Body Member:	Recorded Vote			
	Aye	Nay	Abstain	Absent
Anthony R. Scutari				
Carolyn Vollero				
John Salerno				
Joseph Miskiewitz				
Cherron Rountree				
Bryan Tomko				
Sam McGhee				
Linda Hines				
Sebastian D' Elia				

2014

Union County Improvement

AUTHORITY
CAPITAL
BUDGET/
PROGRAM

2014 CERTIFICATION of AUTHORITY CAPITAL BUDGET/PROGRAM

Union County Improvement Authority

FISCAL YEAR: FROM: January 1, 2014 TO: December 31, 2014

[] It is hereby certified that the Authority Capital Budget/Program annexed hereto is a true copy of the Capital Budget/Program approved, pursuant to N.J.A.C. 5:31-2.2, along with the Annual Budget, by the governing body of the _____ Authority, on the _____ day of _____, _____.

OR

[**X**] It is further certified that the governing body of the Union County Improvement Authority have elected **NOT** to adopt a Capital Budget /Program for the aforesaid fiscal year, pursuant to N.J.A.C. 5:31-2.2 for the following reason(s): None required

Secretary's Signature:			
Name:	John Salerno		
Title:	Secretary		
Address:	1499 Route 1 and 9 Rahway, NJ 07065		
Phone Number:	908-820-9710	Fax Number:	908-820-9874
E-mail address	ucianj@yahoo.com		

2014 Capital Budget/Program Message

Union County Improvement Authority

FISCAL YEAR: FROM: January 1, 2014 TO: December 31, 2014

1. Has each municipality or county affected by the actions of the authority participated in the development of the capital plan and reviewed or approved the plans or projects included within the Capital Budget/Program?

Not applicable.

2. Has each capital project/project financing been developed from a specific capital improvements plan or report; does it include full lifecycle costs, and is it consistent with appropriate elements of Master Plans or other plans in the jurisdictions served by the authority?

Not applicable.

3. Has a long-term (10-20 years) infrastructure needs assessment or other capital plan with a horizon beyond six years been prepared?

Not applicable.

4. Describe the projected impacts of the proposed capital projects, including impact on the schedule of rates, fees, and service charges and the impact on current and future year's schedules.

Not applicable.

5. Please indicate which capital projects/project financings are being undertaken in the Metropolitan or Suburban Planning Areas as defined in the State Development and Redevelopment Plan.

Not applicable.

6. Please indicate which capital projects/project financings are being undertaken within the boundary of a State Planning Commission-designated Center and/or Endorsed Plan and if the project was included in the Plan Implementation Agenda for that Center/Endorsed Plan?

Not applicable.

Add additional sheets if necessary.

2014

AUTHORITY CAPITAL BUDGET

Financing
(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

PROPOSED YEAR'S CAPITAL IMPROVEMENT PLAN

	DESCRIPTION	ESTIMATED TOTAL COST	-----FUNDING SOURCES-----			
			UNRESTRICTED NET ASSETS	RENEWAL & REPLACEMENT RESERVE	DEBT AUTHORIZATION	OTHER SOURCES
-	-----	-----	-----	-----	-----	-----
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
K						
L						
M						
N						
		-----	-----	-----	-----	-----
TOTAL		=====	=====	=====	=====	=====

2014

AUTHORITY CAPITAL PROGRAM

Financing

(OPERATION)

Union County Improvement Authority

L YEAR: FROM January 1, 2014 TO December 31, 2014

5 YEAR CAPITAL IMPROVEMENT PLAN COSTS

	DESCRIPTION	ESTIMATED TOTAL COST	2014	2015	2016	2017	2018	2019
	-	-----	-----	-----	-----	-----	-----	-----
A								
B								
C								
D								
E								
F								
G								
H								
I								
J								
K								
L								
M								
N								
	TOTAL	-----	-----	-----	-----	-----	-----	-----
		=====	=====	=====	=====	=====	=====	=====

2014

AUTHORITY CAPITAL PROGRAM

Financing

(OPERATION

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

5 YEAR CAPITAL PLAN FUNDING SOURCES: From 2014 to 2019

DESCRIPTION	-----FUNDING SOURCES-----				
	ESTIMATED TOTAL COST	UNRESTRICTED NET ASSETS	RENEWAL & REPLACEMENT RESERVE	DEBT AUTHORIZATION	OTHER SOURCES
-----	-----	-----	-----	-----	-----
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					
L					
M					
N					
TOTAL	----- =====	----- =====	----- =====	----- =====	----- =====

2014

Union County Improvement

AUTHORITY

SUPPLEMENTAL SCHEDULES

STATE OF NEW JERSEY

DIVISION OF LOCAL GOVERNMENT SERVICES

2014

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

Financing
(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

===== OPERATING REVENUES =====

----SERVICE CHARGES----	CROSS REF.	# UNITS	2014 PROPOSED ANNUAL COLLECTION	# UNITS	2013 CURRENT YEAR'S ADOPTED BUDGET
RESIDENTIAL	*	*		*	*
BUSINESS/COMMERCIAL	*	*		*	*
INDUSTRIAL	*	*		*	*
INTERGOVERNMENTAL	*	*		*	*
OTHER	*	*		*	*
TOTAL SERVICE CHARGES	*	A-1		*	*
			=====		=====

----CONNECTION FEES----	CROSS REF.	# UNITS	2014 PROPOSED ANNUAL COLLECTION	# UNITS	2013 CURRENT YEAR'S ADOPTED BUDGET
RESIDENTIAL	*	*		*	*
BUSINESS/COMMERCIAL	*	*		*	*
INDUSTRIAL	*	*		*	*
INTERGOVERNMENTAL	*	*		*	*
OTHER	*	*		*	*
TOTAL CONNECTION FEES	*	A-2		*	*
			=====		=====

* INCLUDE ALL APPLICABLE RATE SCHEDULES TO SUPPORT SUCH FEES

2014

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

Financing
(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

===== OPERATING REVENUES =====

----PARKING FEES----	CROSS REF.	# UNITS	2014 PROPOSED ANNUAL COLLECTION	# UNITS	2013 CURRENT YEAR'S ADOPTED BUDGET
	-----	-----	-----	-----	-----
METERS	*	*		*	*
PERMITS	*	*		*	*
FINES/PENALTIES	*	*		*	*
OTHER	*	*		*	*
TOTAL PARKING FEES	*	A-3	*	*	*
			=====		=====

---OTHER OPERATING REVENUES---	CROSS REF.		2014 PROPOSED ANNUAL COLLECTION		2013 CURRENT YEAR'S ADOPTED BUDGET
	-----	-----	-----		-----
LIST IN DETAIL:					
Administrative Fees	*	*	\$325,000	*	\$275,000 *
Issuance Fees	*	*	\$100,000	*	
Lease Payments	*	*	\$32,284,727	*	\$30,478,822 *
Rents	*	*	\$1,500,000	*	\$1,500,000 *
County of Union Economic Development	*	*	\$600,000	*	\$600,000 *
TOTAL OTHER REVENUES	*	A-4	\$34,809,727	*	\$32,853,822 *
			=====		=====

* INCLUDE ALL APPLICABLE RATE SCHEDULES TO SUPPORT SUCH FEES

2014

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

Financing
(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

===== NON-OPERATING REVENUES =====

---GRANTS &--- ---ENTITLEMENTS---	CROSS REF.	2014 PROPOSED BUDGET	2013 CURRENT YEAR'S ADOPTED BUDGET
	-----	-----	-----
LIST IN DETAIL:			
	*	*	*
	*	*	*
	*	*	*
	*	*	*
TOTAL GRANTS & ENT.	* A-5 *	----- =====	----- =====

---LOCAL SUBSIDIES--- ---& DONATIONS---	CROSS REF.	2014 PROPOSED BUDGET	2013 CURRENT YEAR'S ADOPTED BUDGET
	-----	-----	-----
LIST IN DETAIL:			
	*	*	*
	*	*	*
	*	*	*
	*	*	*
TOTAL SUB. & DONATIONS	* A-6 *	----- =====	----- =====

2014

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

Financing
(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

==== NON-OPERATING REVENUES ====

---INTEREST ON INVESTMENTS---
---AND DEPOSITS---

	CROSS REF.		2014 PROPOSED BUDGET		2013 CURRENT YEAR'S ADOPTED BUDGET	
	-----	-----	-----	-----	-----	
INVESTMENTS	*	*	\$1,000	*	\$1,000	*
SECURITY DEPOSITS	*	*		*		*
PENALTIES	*	*		*		*
OTHER INVESTMENTS	*	*		*		*
TOTAL INTEREST ON INVESTMENTS & DEPOSITS	*		-----		-----	
	*	A-7 *	\$1,000	*	\$1,000	*
			=====		=====	

---OTHER NON-OPERATING REVENUES---

	CROSS REF.		2014 PROPOSED BUDGET		2013 CURRENT YEAR'S ADOPTED BUDGET	
	-----	-----	-----	-----	-----	
LIST IN DETAIL:						
Ground Lease	*	*	\$12,000	*	\$12,000	*
Miscellaneous Income	*	*	\$1,000	*	\$2,000	*
	*	*		*		*
	*	*		*		*
	*	*		*		*
TOTAL OTHER REVENUES	*	A-8 *	-----		-----	
			\$13,000	*	\$14,000	*
			=====		=====	

2014

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

Financing
(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

==== NON-OPERATING APPROPRIATIONS ====

----RENEWAL &---- ---REPLACEMENT RESERVE(S)---	CROSS REF.	2014 PROPOSED BUDGET	2013 CURRENT YEAR'S ADOPTED BUDGET
LIST IN DETAIL:			
	*	*	*
	*	*	*
	*	*	*
	*	*	*
TOTAL RENEWAL & REPLACEMENT RESERVE(S)	* C-1 *		*
		=====	=====
---OTHER RESERVES---			
LIST IN DETAIL:			
	*	*	*
	*	*	*
	*	*	*
	*	*	*
TOTAL OTHER RESERVES	* C-2 *		*
		=====	=====

2014

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

Financing
(OPERATION)

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

==== BUDGETED DEBT SERVICE REQUIREMENTS ====

---PRINCIPAL PAYMENTS---

	CROSS REF.		2014 PROPOSED BUDGET		2013 CURRENT YEAR'S ADOPTED BUDGET	
AUTHORITY NOTES	* P-1 *			*		*
AUTHORITY BONDS	* P-2 *		\$14,151,048	*	\$13,648,193	*
CAPITAL LEASES	* P-3 *			*		*
INTERGOVERN. LOANS	* P-4 *			*		*
OTHER OBLIGATIONS	* P-5 *		\$1,000,000	*	\$1,000,000	*
TOTAL PRINCIPAL PAYMENTS	* D-1 *		<u>\$15,151,048</u>	*	<u>\$14,648,193</u>	*
			=====		=====	

---INTEREST PAYMENTS---

	CROSS REF.		2014 PROPOSED BUDGET		2013 CURRENT YEAR'S ADOPTED BUDGET	
AUTHORITY NOTES	* I-1 *			*		*
AUTHORITY BONDS	* I-2 *		\$15,269,576	*	\$13,936,672	*
CAPITAL LEASES	* I-3 *			*		*
INTERGOVERN. LOANS	* I-4 *			*		*
OTHER OBLIGATIONS	* I-5 *			*		*
TOTAL INTEREST PAYMENTS	* D-2 *		<u>\$15,269,576</u>	*	<u>\$13,936,672</u>	*
			=====		=====	

2014

AUTHORITY BUDGET

SUPPLEMENTAL SCHEDULES

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

5 YEAR DEBT SERVICE SCHEDULE

Financing

(OPERATION)

PRINCIPAL PAYMENTS		YEARS					
		2014	2015	2016	2017	2018	2019
--AUTHORITY NOTES--							
	*	*	*	*	*	*	*
	*	*	*	*	*	*	*
	*	*	*	*	*	*	*
	*	*	*	*	*	*	*
TOTAL PAYMENTS P-1		*	*	*	*	*	*
--AUTHORITY BONDS--							
	*	\$14,151,048	\$13,809,716	\$14,449,249	\$14,604,701	\$15,221,130	\$14,743,599
	*	*	*	*	*	*	*
	*	*	*	*	*	*	*
TOTAL PAYMENTS P-2		*	\$14,151,048	\$13,809,716	\$14,449,249	\$14,604,701	\$15,221,130
		*	*	*	*	*	\$14,743,599
--AUTHORITY CAPITAL LEASES--							
	*	*	*	*	*	*	*
	*	*	*	*	*	*	*
	*	*	*	*	*	*	*
TOTAL PAYMENTS P-3		*	*	*	*	*	*
--AUTHORITY INTERGOVERNMENTAL LOANS--							
	*	*	*	*	*	*	*
	*	*	*	*	*	*	*
	*	*	*	*	*	*	*
TOTAL PAYMENTS P-4		*	*	*	*	*	*
--AUTHORITY OBLIGATIONS (LIST):--							
BANS	*	\$1,000,000	*	*	*	*	*
	*	*	*	*	*	*	*
	*	*	*	*	*	*	*
TOTAL PAYMENTS P-5		*	\$1,000,000	*	*	*	*
TOTAL PRINCIPAL							
DEBT PAYMENTS SS-6	*	\$15,151,048	\$13,809,716	\$14,449,249	\$14,604,701	\$15,221,130	\$14,743,599

2014
Authority Budget
Supplemental Schedules
Union County Improvement Authority
Fiscal Year: From January 1, 2014 to December 31, 2014

Financing

<u>Bond Issue</u>	<u>Principal Due</u>
2002 Revenue Refunding Bonds - Correctional Facility	315,000.00
2002 Sewer System -- Elizabeth-Shared Services	1,085,000.00
2003B Plainfield Park Madison	205,000.00
2003 Pooled ERI Unfunded Liability Project	1,290,000.00
2003A Union Township Train Station Bonds	275,000.00
2003 Sheridan Gardens	40,000.00
2003A Police Athletic League, Inc. of Linden	80,000.00
2003 Revenue Refunding - Correctional Facility	290,000.00
2004 Linden South Wood Ave. Redevelopment	80,000.00
2004 Juvenile Detention Center	1,160,000.00
2004 Capital Equipment & Infrastructure Lease	335,000.00
2004 Linden Theater	130,000.00
2005 Juvenile Detention Center	730,000.00
2005 Prosecutors Office	220,000.00
2005 Oak Park Project - 2047	106,940.79
2005 Oak Park Project - 2026	109,107.23
2005 Linden Stadium	145,000.00
2005 Linden Library	60,000.00
2006 Capital Equipment & Infrastructure Lease	610,000.00
2006 Linden Theater	225,000.00
2006 Linden Firehouse	755,000.00
2006A Union County College	100,000.00
2006B Union County College	2,625,000.00
2006C Union County College	385,000.00
2007 Linden Morningstar	220,000.00
2007 Linden Library	280,000.00
2007 Cherry Street	130,000.00
2008A African American Fund	115,000.00
2010 Oakwood Project	-
2010 Child Advocacy Center	150,000.00
2010B Linden Airport	545,000
2012 Morningstar BAN	1,000,000
2011 Renewable Energy Project	1,015,000
2012 Correctional Facility	340,000
2012 Family Court Building	-
	<u>15,151,048</u>

2014

AUTHORITY BUDGET

SUPPLEMENTAL SCHEDULES

Union County Improvement Authority

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

Financing

(OPERATION)

5 YEAR DEBT SERVICE SCHEDULE

INTEREST PAYMENTS	YEARS					
	2014	2015	2016	2017	2018	2019
--AUTHORITY NOTES--						
*	*	*	*	*	*	*
*	*	*	*	*	*	*
*	*	*	*	*	*	*
*	*	*	*	*	*	*
TOTAL PAYMENTS I-1	*	*	*	*	*	*
--AUTHORITY BONDS--						
*	\$15,269,576	\$14,791,328	\$14,327,227	\$13,832,636	\$13,347,310	\$12,867,572
*	*	*	*	*	*	*
*	*	*	*	*	*	*
TOTAL PAYMENTS I-2	*	\$15,269,576	\$14,791,328	\$14,327,227	\$13,832,636	\$13,347,310
						\$12,867,572
--AUTHORITY CAPITAL LEASES--						
*	*	*	*	*	*	*
*	*	*	*	*	*	*
*	*	*	*	*	*	*
TOTAL PAYMENTS I-3	*	*	*	*	*	*
--AUTHORITY INTERGOVERNMENTAL LOANS--						
*	*	*	*	*	*	*
*	*	*	*	*	*	*
*	*	*	*	*	*	*
TOTAL PAYMENTS I-4	*	*	*	*	*	*
--AUTHORITY OBLIGATIONS (LIST)--						
*	*	*	*	*	*	*
*	*	*	*	*	*	*
*	*	*	*	*	*	*
TOTAL PAYMENTS I-5	*	*	*	*	*	*
TOTAL INTEREST						
DEBT PAYMENTS SS-6	*	\$15,269,576	\$14,791,328	\$14,327,227	\$13,832,636	\$13,347,310
						\$12,867,572

Union County Improvement Authority

**AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES**

**Financing
(OPERATION)**

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

(1) PY UNRESTRICTED NET ASSETS	PY AUDIT	*	*	\$1,603,016 *
---------------------------------------	----------	---	---	---------------

ADJUSTMENTS DURING CURRENT YEAR

(a) EST. NET INCOME OR (LOSS) ON CURRENT
YEAR'S RESULTS OF OPERATIONS *
(Include unbudgeted use of unrestricted net assets)

* 275,000 *

(b) ADJUSTMENTS: OTHER (Attach list): *

* *

(2) SUBTOTAL - ADJUSTMENTS	(ADD AMOUNTS ON LINES a-b)	*	*	275,000 *
-----------------------------------	----------------------------	---	---	-----------

(3) ADD LINES 1 AND 2		*	*	1,878,016 *
------------------------------	--	---	---	-------------

**CURRENT YEAR ESTIMATED CHANGES IN RESTRICTIONS
(attach documentation)**

(c) DEBT SERVICE
(d) MAINTENANCE RESERVE
(e) OPERATING REQUIREMENT
(f) OTHER LEGAL RESERVATIONS

INC./(DEC.)

(4) SUB-TOTAL - RESTRICTIONS	(ADD AMOUNTS ON LINES c-f)	*	*	*
-------------------------------------	----------------------------	---	---	---

DESIGNATIONS (attach documentation)

(g) NON-OPERATING IMPROVEMENTS & REPAIRS (CB-4&5)
(h) CONTRIBUTION TO RATE STABLIZATION PLAN (#)
(i) OTHER BOARD DESIGNATION
(j) ADJUSTMENTS /OTHER (Attach list): *

(5) SUBTOTAL - DESIGNATIONS	(ADD AMOUNTS ON LINES g-i)	*	*	*
------------------------------------	----------------------------	---	---	---

(6) ADD LINES 4 and 5		*	*	*
------------------------------	--	---	---	---

(7) UNRESTRICTED NET ASSETS AVAILABLE FOR USE IN PROPOSED BUDGET		*	*	1,878,016 *
(SUBTRACT LINE 6 FROM LINE 3)				

PROPOSED UTILIZATION OF AVAILABLE UNRESTRICTED NET ASSETS

(8) AS REVENUE IN ANNUAL BUDGET (PAGE 6, LINE R-3b)

* *

(9) FOR CURRENT YEAR CAPITAL BUDGET (PAGE CB-3)

* *

(10) SUBTOTAL - U/R NET ASSETS UTILIZED	(ADD AMOUNTS ON LINES 8-9)	*	*	*
--	----------------------------	---	---	---

(11) MAXIMUM ALLOWABLE FOR APPROPRIATION TO MUNICIPALITY/COUNTY

(Budget Item B-2 times 5%)

\$963,958

(12) AS APPROPRIATED TO MUNICIPALITY/COUNTY (PAGE 6, LINE R-3a)		*	*	*
--	--	---	---	---

(13) TOTAL UNRESTRICTED/UNDESIGNATED NET ASSETS		*	*	\$1,878,016 *
(SUBTRACT LINES 10 AND 12 FROM LINE 7)				

_____ / _____	CERTIFIED BY: _____
Phone # (extension) / Fax#	EXECUTIVE DIRECTOR

(#) Explain in detail in the Budget Message

DATE: _____
PAGE SS-9