

RESOLUTION NO.: 74-2014

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING THE MINUTES OF THE SPECIAL
MEETING AND THE MINUTES OF THE EXECUTIVE SESSION OF
AUGUST 20, 2014.**

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, pursuant to its By-Laws, makes and retains minutes of its meetings, including its Regular Meetings, and also makes and retains minutes of any Executive Sessions that occur during a meeting; and

WHEREAS, the Authority has prepared minutes of its Special Meeting of August 20, 2014, and minutes of its Executive Session of August 20, 2014 (the "Minutes"), and has presented the Minutes to the Commissioners for review;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Minutes are hereby approved and released for publication in accordance with law.

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

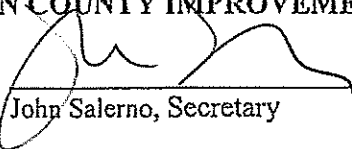
RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					✓
Sam McGhee Commissioner			✓			
John Salerno Secretary	✓					
Bryan Tomko Treasurer	✓			✓		
Carolyn Vollero Commissioner			✓			
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	5		2		2	

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING THE MINUTES OF THE SPECIAL MEETING AND THE MINUTES OF THE EXECUTIVE SESSION OF AUGUST 20, 2014** is a true copy of a resolution adopted by the governing body of the Authority on August 20, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By:


John Salerno, Secretary

Dated: September 10, 2014
(SEAL)

RESOLUTION NO.: 75-2014

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING 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:

RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					
Sam McGhee Commissioner	✓			✓		
John Salerno Secretary	✓					✓
Bryan Tomko Treasurer	✓					
Carolyn Vollero Commissioner	✓					
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	7				2	

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 September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By:


John Salerno, Secretary

Dated: September 10, 2014

(SEAL)

1679797

UNION COUNTY IMPROVEMENT AUTHORITY
BILLS FOR APPROVAL
September 10, 2014

General File

DeCotiis Fitzpatrick	Legal Services 09/08/14	\$	12,305.14
Union County Utilities Authority	Shared Svcs Agmt – 08/20/14	\$	6,340.34
County of Union	Reso 44-2013 – 08/01/14	\$	534.73

Oakwood Apartments

DeCotiis Fitzpatrick	Legal Services 09/08/14	\$	92.50
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Union County College - Cranford

DeCotiis Fitzpatrick	Legal Services 09/08/14	\$	5,439.00
Netta Architects	Professional Services 08/21/14	\$	20,357.14
Netta Architects	Professional Services 08/21/14	\$	963.26

Union County Family Courthouse

DeCotiis Fitzpatrick	Legal Services 09/08/14	\$	9,145.20
Netta Architects	Professional Services 08/21/14	\$	27,176.47
Netta Architects	Professional Services 08/21/14	\$	384.25

Union County College - Plainfield

DeCotiis Fitzpatrick	Legal Services 09/08/14	\$	1,036.00
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Golf Course Project

DeCotiis Fitzpatrick	Legal Services 09/08/14	\$	11,310.70
NW Financial	Financial Services 07/31/14	\$	2,437.50

Renewable Energy

DeCotiis Fitzpatrick	Legal Services 09/08/14	\$	92.50
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Tioga Workout

DeCotiis Fitzpatrick	Legal Services 09/08/14	\$	3,232.90
NW Financial	Financial Services 07/31/14	\$	1,852.50

Runnells Specialized Hospital

DeCotiis Fitzpatrick	Legal Services 09/08/14	\$	11,189.26
NW Financial	Financial Services 07/31/14	\$	2,925.00

TOTAL **\$ 116,814.39**

RESOLUTION NO.: 76-2014

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING CONTRACT AMENDMENT NO. 1 TO THE
AGREEMENT BY AND BETWEEN THE AUTHORITY AND SUPLEE,
CLOONEY & COMPANY FOR AUDITOR SERVICES FOR 2014**

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

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Auditor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that Suplee, Clooney & Company was qualified to provide Auditor Services (the "Services"), and on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with Suplee, Clooney & Company (the "Professional") to provide the Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015 and entered into said contract ("Agreement") pursuant to Resolution 19-204; and

WHEREAS, pursuant to the Agreement, the Authority shall compensate the Professional for Services in accordance with the fee schedule set forth in Exhibit A of the Agreement, in an amount not to exceed Thirty Three Thousand Nine Hundred Fifty Dollars (\$33,950.00) for the annual Audit; and

WHEREAS, the Professional requests that Agreement be amended to reflect that the Authority shall compensate the Professional for Services in accordance with the fee schedule set forth in Exhibit A of the Agreement, in an amount not to exceed Thirty Three Thousand Nine Hundred Fifty Dollars (\$35,450.00) for the annual Audit, as explained in Request for Contract Amendment No. 1, attached hereto; and

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that the Agreement between the Authority and Suplee, Clooney & Company to provide Auditor Services is hereby amended to reflect that the Authority shall compensate the Professional for Services in accordance with the fee schedule set forth in Exhibit A of the Agreement, in an amount not to exceed Thirty Three Thousand Nine Hundred Fifty Dollars (\$35,450.00) for the annual Audit; and

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

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

RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					
Sam McGhee Commissioner	✓			✓		
John Salerno Secretary	✓					
Bryan Tomko Treasurer	✓					
Carolyn Vollero Commissioner	✓					✓
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	7				2	

CERTIFICATION

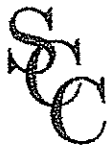
I, JOHN SALERNO, Secretary of the Union County Improvement Authority, **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING CONTRACT AMENDMENT NO. 1 TO THE AGREEMENT BY AND BETWEEN THE AUTHORITY AND SUPLEE, CLOONEY & COMPANY FOR AUDITOR SERVICES FOR 2014** is a true copy of a resolution adopted by the governing body of the Improvement Authority on September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: September 10, 2014
(SEAL)



SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

308 East Broad Street, Westfield, New Jersey 07090-2122

Telephone 908-789-9300

Fax 908-789-8535

E-mail info@scnco.com

Mr. Daniel Sullivan
Executive Director
Union County Improvement Authority
1499 Routes 1&9, North
Rahway, New Jersey 07065

Dear Mr. Sullivan:

Suplee, Clooney & Company is requesting a amendment to its professional services agreement for additional work that will be required producing the Authority's 2015 budget. We are respectively requesting that our agreement be increase by \$1,500.00 for this work. We hope that this request can be granted.

Should you have any questions regarding the above, please contact us.

Yours very truly,

SUPLEE, CLOONEY & COMPANY

Robert J. Butvilla, Partner

September 8, 2014

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE
AUTHORITY AND SUPLEE, CLOONEY & COMPANY FOR AUDITOR
SERVICES FOR 2014**

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

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Auditor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that Suplee, Clooney & Company was qualified to provide Auditor Services (the "Services"), and on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with Suplee, Clooney & Company (the "Professional") to provide the Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority now wishes to enter into a contract with the Professional for the Services;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the contract with Suplee, Clooney & Company in the form attached hereto and made a part hereof, is approved; 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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				
Linda Hines, Member				
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND SUPLEE, CLOONEY & COMPANY FOR AUDITOR SERVICES FOR 2014 is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Bryan Thomas Tomko, Acting

Dated: March 5, 2014
(SEAL)

AGREEMENT BY AND BETWEEN
UNION COUNTY IMPROVEMENT AUTHORITY
AND
SUPLEE, CLOONEY & COMPANY
FOR AUDITOR SERVICES

THIS AGREEMENT, dated as of _____ 2014, by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and Suplee, Clooney & Company, 308 East Broad Street, Westfield, New Jersey 07090.

WITNESSETH:

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Auditor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that Suplee, Clooney & Company was qualified to provide Auditor Services, having an excellent reputation in its field, and significant knowledge of the Authority and its operations; and

WHEREAS, on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with Suplee, Clooney & Company (the "Professional") to provide Auditor Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority and the Professional wish to enter into this Agreement to set forth the services to be rendered by the Professional (the "Services") and the compensation to be paid for the Services;

NOW THEREFORE, the Parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. Scope of Services. The Professional hereby agrees to perform such Services as shall include, but not be necessarily limited to, those set forth in the RFQ and the Professional's response to the RFQ, which are incorporated herein and made a part hereof as though repeated in full.

2. Personal Services. The Professional represents that only its personnel will perform the Services required under this Agreement. In the event the Professional cannot provide the Services due to vacation, illness, or other reason, the Authority will designate other qualified persons to perform the Services temporarily. In no event shall the Professional assign or transfer its obligations under this Agreement to another firm or individual. The Professional's personnel shall not be employees of or have any other contractual relationship with the Authority.

3. Term. This Agreement shall be for the period commencing February 13, 2014 and terminating upon the appointment of a firm to provide Auditor Services at the Authority's Annual Reorganization Meeting in February 2015, unless otherwise extended or terminated in writing.

4. Compensation. The Authority shall compensate the Professional for the Services in accordance with the fee schedule set forth in Exhibit A attached hereto, in an amount not to exceed Thirty Three Thousand Nine Hundred Fifty Dollars (\$33,950.00) for the annual Audit. Compensation for additional services at the hourly rates set forth in Exhibit A must be pre-approved by the Authority.

5. Affirmative Action. During the performance of this Agreement, the Professional shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule A to this Agreement. The Professional also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, as stated in Exhibit B to the RFQ, which the Professional acknowledged and affirmed in its response thereto.

6. Professional's Representations. The Professional makes the following representations and covenants:

(a) the Professional has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;

(b) the Professional is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf;

(c) to the best of the Professional's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;

(d) the Professional's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party;

7. Authority's Representations. The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Mayor, it shall be valid and binding upon the Authority;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

8. Default and Termination.

(a) Events of Default by the Professional. The following shall constitute Events of Default by the Professional unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Authority or any third party:

(i) the persistent and repeated failure(s) of the Professional to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and the Professional has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) (1) the Professional being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Professional under the laws of any jurisdiction or against the Professional if it does not take appropriate action to dismiss said proceedings within 30 days of the institution of such proceedings, or (3) any action or answer by the Professional approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Professional that shall substantially interfere with its performance hereunder;

(iii) breach of any material representations by the Professional set forth in this Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

(b) Events of Default by the Authority. The following shall constitute Events of Default by the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Professional or any third party:

(i) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from the Professional of such persistent and repeated failure(s) to perform, and the Authority has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of 20 days after written notice thereof has been provided by the Professional specifying such failure and requesting that such condition be remedied.

(c) Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party, the defaulting party shall, within 20 days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy

the default, including, but not limited to, proceedings to compel specific performance by the defaulting party.

9. Remedies in the Event of Termination of Agreement. Upon termination, the Authority shall pay the Professional in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Paragraph 4 hereof, and the Professional shall release to the Authority each and every document in its possession relating to or regarding the Project.

10. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to the Professional of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay the Professional in full for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof.

11. Insurance. Throughout the Term, the Professional shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Workers Compensation: Statutory requirements.

(b) Comprehensive AL/GL, Bodily Injury, and Property Damage with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and in no case less than \$1,000,000 per person.

(c) Professional Liability Insurance: Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(d) Form and Content. Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by the Professional shall:

(i) designate the Authority, its offices, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(ii) provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or the Professional to the extent that such other insurance provides the Authority or the Professional with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable to all insureds as a group and liability for premiums) shall operate in the same manner as if each were a separate policy covering each insured;

(iv) provide that the Authority shall be furnished with at least 30 days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(v) waive any right of subrogation of the insurers against the Authority or the Professional and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Prior to the date on which the Professional shall begin the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements stated above. Thereafter, new or renewal certificates shall be delivered at least 30 days prior to expiration of the current policy. If the Professional shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if the Professional fails to do so within five days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from the Professional immediately upon demand by the Authority.

12. Indemnification and Hold Harmless. The Professional and its consultants agree to indemnify and defend, to the fullest extent possible under the Professional's insurance coverage, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of the Professional's negligent acts or omissions in connection with the performance of the Services.

13. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Professional: Robert Cagnassola, Partner
Suplee, Clooney & Company
308 East Broad Street
Westfield, New Jersey 07090.

To Authority: Mr. Mark Brink, Project / Financial Specialist
Union County Improvement Authority
1099 Routes 1 and 9
Rahway, New Jersey 07065

14. Waiver. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15. Modifications. The provisions of this Agreement may be modified or amended only by written agreement duly executed by both parties.

16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

17. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

18. Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

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

20. Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Professional.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to their rights and obligations hereunder. The terms of the Professional's Proposal are incorporated herein and made a part of this Agreement as though the Proposal was set forth in full herein. In the event of a conflict between this Agreement and the terms of the Professional's Proposal, the terms of this Agreement shall prevail.

22. Dispute Resolution. Any and all disputes arising out of this Agreement shall be submitted to an alternative dispute resolution practice such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto. Notwithstanding the foregoing, nothing contained herein shall prevent the Authority from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

IN WITNESS WHEREOF, the Authority, by resolution duly adopted, has caused this Agreement to be approved and executed, and the Authority and the Professional have caused this Agreement to be executed on the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Anthony Scutari, Chairman

SUPLEE, CLOONEY & COMPANY

By: _____
Robert B. Cagnassola, Partner

Exhibit A

Suplee; Clooney & Company 2014 Billing Rates

Annual Audit: \$33,950

Additional Services as may be authorized by the Authority:

Partners: \$150 per hour

Managers: \$125 per hour

Staff: \$100 per hour

The above rates may not include reasonable out-of-pocket expenses as verified by receipts, where obtainable, including utilization of reproduction apparatus and messenger service which shall be itemized and reimbursed as separate items. These expenses shall be billed within sixty (60) days of the time they are incurred or at the time of closing on an issue.

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING CONTRACT AMENDMENT NO. 1 TO THE
AGREEMENT BY AND BETWEEN THE AUTHORITY AND NW
FINANCIAL GROUP, LLC FOR FINANCIAL ADVISOR SERVICES FOR
2014**

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

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Financial Advisor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that NW Financial Group, LLC was qualified to provide Financial Advisor Services (the "Services"), and on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with NW Financial Group, LLC. (the "Professional") to provide the Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and entered into said contract ("Agreement") pursuant to Resolution 21-204; and

WHEREAS, pursuant to the Agreement, the Authority shall compensate the Professional for Services in accordance with the fee schedule set forth in Paragraph 4 and Exhibit A of the Agreement, in an amount not to exceed Forty Thousand Dollars (\$40,000.00) for the annual Audit; and

WHEREAS, the Professional requests that Agreement be amended to reflect that the Authority shall compensate the Professional for Services in accordance with the fee schedule set forth in Exhibit A of the Agreement, in an amount not to exceed Seventy Thousand Dollars (\$70,000.00) for the annual Audit, as explained in Request for Contract Amendment No.1, attached hereto; and

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that the Agreement between the Authority and NW Financial Group, LLC to provide Financial Advisor Services is hereby amended to reflect that the Authority shall compensate the Professional for Services in accordance with the fee schedule set forth in Paragraph 4 and Exhibit A of the Agreement, in an amount not to exceed Seventy Thousand Dollars (\$70,000.00) for the annual Audit; and

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

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

RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					
Sam McGhee Commissioner	✓			✓		
John Salerno Secretary	✓					
Bryan Tomko Treasurer	✓					
Carolyn Vollero Commissioner	✓					✓
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	7				2	

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING CONTRACT AMENDMENT NO. 1 TO THE AGREEMENT BY AND BETWEEN THE AUTHORITY AND SUPLEE, CLOONEY & COMPANY FOR AUDITOR SERVICES FOR 2014** is a true copy of a resolution adopted by the governing body of the Improvement Authority on September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: September 10, 2014
(SEAL)



NW FINANCIAL GROUP, LLC

2 HUDSON PLACE
HOBOKEN, NEW JERSEY 07030

TEL (201) 656-0115
FAX (201) 656-4905

September 9, 2014

Daniel Sullivan
Executive Director
Union County Improvement Authority
Route 1&9
Rahway, New Jersey

Re: Contract Cap Increase Request

Dear Mr. Sullivan:

As you are aware the extent of our activities in assisting the Authority in meeting its goals has been greater than anticipated and as a result we will likely exceed our budget cap for 2014. The additional work has included matters related to the Runnells procurement, the solar project and the golf course procurements. Based upon what we know today we are requesting a \$30,000 increase in our cap amount to cover our activities through the end of 2014.

Please call if you have any questions or need additional information.

Very truly yours

DJ Enright

Dennis J. Enright
Principal

RESOLUTION NO.: 21-2014

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

RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE
AUTHORITY AND NW FINANCIAL GROUP, LLC FOR FINANCIAL
ADVISOR SERVICES FOR 2014

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

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Financial Advisor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that Brown & Brown Metro, Inc. was qualified to provide Financial Advisor Services (the "Services"), and on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with NW Financial Group, LLC. (the "Professional") to provide the Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority now wishes to enter into a contract with the Professional for the Services;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the contract with NW Financial Group, LLC in the form attached hereto and made a part hereof, is approved; and

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

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

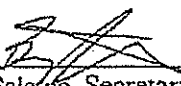
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND NW FINANCIAL GROUP, LLC FOR FINANCIAL ADVISOR SERVICES FOR 2014 is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
~~John Salerno, Secretary~~
Bryan Thomas Tomko, Acting

Dated: March 5, 2014
 (SEAL)

AGREEMENT BY AND BETWEEN
UNION COUNTY IMPROVEMENT AUTHORITY
AND
NW FINANCIAL GROUP, LLC
FOR FINANCIAL ADVISOR SERVICES

THIS AGREEMENT, dated as of _____ 2014, by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and NW Financial Group, LLC, 2 Hudson Place, Hoboken, New Jersey 07030

W I T N E S S E T H:

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Financial Advisor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that NW Financial Group, LLC was qualified to provide Financial Advisor Services, having an excellent reputation in its field, and significant knowledge of the Authority and its operations; and

WHEREAS, on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with NW Financial Group, LLC (the "Professional") to provide Financial Advisor Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority and the Professional wish to enter into this Agreement to set forth the services to be rendered by the Professional (the "Services") and the compensation to be paid for the Services;

NOW THEREFORE, the Parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. Scope of Services. The Professional hereby agrees to perform such Services as shall include, but not be necessarily limited to, those set forth in the RFQ and the Professional's response to the RFQ, which are incorporated herein and made a part hereof as though repeated in full.

2. Personal Services. The Professional represents that only its personnel will perform the Services required under this Agreement. In the event the Professional cannot provide the Services due to vacation, illness, or other reason, the Authority will designate other qualified persons to perform the Services temporarily. In no event shall the Professional assign or transfer its obligations under this Agreement to another firm or individual. The Professional's personnel shall not be employees of or have any other contractual relationship with the Authority.

3. Term. This Agreement shall be for the period commencing February 13, 2014 and terminating upon the appointment of a firm to provide Financial Advisor Services at the Authority's Annual Reorganization Meeting in February 2015, unless otherwise extended or terminated in writing.

4. Compensation. The Authority shall compensate the Professional for the Services in accordance with the fee schedule set forth in Exhibit A attached hereto, in an amount not to exceed Forty Thousand Dollars (\$40,000.00).

5. Affirmative Action. During the performance of this Agreement, the Professional shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule A to this Agreement. The Professional also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, as stated in Exhibit B to the RFQ, which the Professional acknowledged and affirmed in its response thereto.

6. Professional's Representations. The Professional makes the following representations and covenants:

(a) the Professional has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;

(b) the Professional is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf;

(c) to the best of the Professional's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;

(d) the Professional's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party;

7. Authority's Representations. The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Mayor, it shall be valid and binding upon the Authority;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

8. Default and Termination.

(a) Events of Default by the Professional. The following shall constitute Events of Default by the Professional unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Authority or any third party:

(i) the persistent and repeated failure(s) of the Professional to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and the Professional has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) (1) the Professional being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Professional under the laws of any jurisdiction or against the Professional if it does not take appropriate action to dismiss said proceedings within 30 days of the institution of such proceedings, or (3) any action or answer by the Professional approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Professional that shall substantially interfere with its performance hereunder;

(iii) breach of any material representations by the Professional set forth in this Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

(b) Events of Default by the Authority. The following shall constitute Events of Default by the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Professional or any third party:

(i) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from the Professional of such persistent and repeated failure(s) to perform, and the Authority has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of 20 days after written notice thereof has been provided by the Professional specifying such failure and requesting that such condition be remedied.

(c) Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party, the defaulting party shall, within 20 days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved party

may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy the default, including, but not limited to, proceedings to compel specific performance by the defaulting party.

9. Remedies in the Event of Termination of Agreement. Upon termination, the Authority shall pay the Professional in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Paragraph 4 hereof, and the Professional shall release to the Authority each and every document in its possession relating to or regarding the Project.

10. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to the Professional of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay the Professional in full for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof.

11. Insurance. Throughout the Term, the Professional shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Workers Compensation: Statutory requirements.

(b) Comprehensive AL/GL, Bodily Injurv. and Property Damage with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and in no case less than \$1,000,000 per person.

(c) Professional Liability Insurance: Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(d) Form and Content. Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by the Professional shall:

(i) designate the Authority, its offices, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(ii) provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or the Professional to the extent that such other insurance provides the Authority or the Professional with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable

to all insureds as a group and liability for premiums) shall operate in the same manner as if each were a separate policy covering each insured;

(iv) provide that the Authority shall be furnished with at least 30 days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(v) waive any right of subrogation of the insurers against the Authority or the Professional and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Prior to the date on which the Professional shall begin the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements stated above. Thereafter, new or renewal certificates shall be delivered at least 30 days prior to expiration of the current policy. If the Professional shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if the Professional fails to do so within five days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from the Professional immediately upon demand by the Authority.

12. Indemnification and Hold Harmless. The Professional and its consultants agree to indemnify and defend, to the fullest extent possible under the Professional's insurance coverage, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of the Professional's negligent acts or omissions in connection with the performance of the Services.

13. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Professional: NW Financial Group, LLC
2 Hudson Place
Hoboken, New Jersey 07030
Attn: Dennis Enright

To Authority: Mr. Mark Brink, Project / Financial Specialist
Union County Improvement Authority
1099 Routes 1 and 9
Rahway, New Jersey 07065

14. Waiver. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15. Modifications. The provisions of this Agreement may be modified or amended only by written agreement duly executed by both parties.

16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

17. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

18. Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

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

20. Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Professional.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to their rights and obligations hereunder. The terms of the Professional's Proposal are incorporated herein and made a part of this Agreement as though the Proposal was set forth in full herein. In the event of a conflict between this Agreement and the terms of the Professional's Proposal, the terms of this Agreement shall prevail.

22. Dispute Resolution. Any and all disputes arising out of this Agreement shall be submitted to an alternative dispute resolution practice such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto. Notwithstanding the foregoing, nothing contained herein shall prevent the Authority from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

IN WITNESS WHEREOF, the Authority, by resolution duly adopted, has caused this Agreement to be approved and executed, and the Authority and the Professional have caused this Agreement to be executed on the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Anthony Scutari, Chairman

NW FINANCIAL GROUP LLC

By: _____
Dennis J. Enright, Principal

NW FINANCIAL GROUP, LLC
2014 HOURLY BILLING RATES

For general consulting services provided on projects other than the sale of bonds or notes, NW's compensation will be based upon the hourly rates as follows:

<u>Position</u>	<u>Hourly Rate (\$/hour)</u>
Principal	\$195
President	\$190
Managing Director	\$185
Senior Vice President	\$180
Vice President	\$170
Assistant Vice President	\$165
Associate	\$150
Analyst	\$140

Reimbursable Expenses: NW proposes to invoice for reasonable out of pocket expenses such as phone, postage, copies, travel, etc. These expenses will be included on monthly invoices for consulting services performed or included with the transactional invoice following an Authority Financing.

RESOLUTION NO. 78-2014

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AMENDMENT NO. 1 TO THE LEASE
AGREEMENT BETWEEN THE UNION COUNTY IMPROVEMENT
AUTHORITY AND JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION FOR THE PARK MADISON BUILDING AND
AUTHORIZING EXECUTION THEREOF**

WHEREAS, the Union County Improvement Authority has been created by a resolution of the Board of Chosen Freeholders of the County of Union, New Jersey, 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, by Agreement of Lease dated February 1, 2004 (the "Lease"), the Union County Improvement Authority ("Landlord") leased to JPMorgan Chase Bank, National Association, having an address at 575 Washington Boulevard, 5th Floor, Jersey City, New Jersey 07310 ("Tenant") a portion of the first floor consisting of approximately three thousand eight hundred sixty-four (3,864) rentable square feet of area (the "Premises") in the building known as Park Madison Building, 200 W. 2nd Street, Plainfield, New Jersey (the "Building") for a term to expire on May 31, 2015; and

WHEREAS, the Landlord has determined that it will be economical, efficient and otherwise advantageous to them and the residents and taxpayers of Union County to enter into Amendment No. 1 to the Lease with the Tenant;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Executive Director is authorized to execute the Agreement with the Tenant in substantially the same form attached hereto,

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

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

RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					
Sam McGhee Commissioner	✓			✓		
John Salerno Secretary			✓			
Bryan Tomko Treasurer	✓					
Carolyn Vollero Commissioner	✓					✓
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	6		1		2	

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING THE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT BETWEEN THE UNION COUNTY IMPROVEMENT AUTHORITY AND JPMORGAN CHASE BANK, NATIONAL ASSOCIATION FOR THE PARK MADISON BUILDING AND AUTHORIZING EXECUTION THEREOF** is a true copy of a resolution adopted by the governing body of the Authority on September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: September 10, 2014

[SEAL]

FIRST AMENDMENT TO LEASE

First Amendment to Lease ("Amendment"), dated as of _____, 2014, between UNION COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey, having an address at 10 Cherry Street, Elizabeth, New Jersey 07201 ("Landlord") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, having an address at 1111 Polaris Parkway, Mail Code OH1-0241, Columbus, OH 43240 ("Tenant").

WITNESSETH

WHEREAS, by Agreement of Lease dated February 1, 2005 (the "Lease"), Landlord leased to Tenant a portion of the first floor consisting of approximately three thousand eight hundred sixty-four (3,864) rentable square feet of area (the "Premises") in the building known as Park Madison Building, 200 W. 2nd Street, Plainfield, New Jersey (the "Building") for a term to expire on May 31, 2015; and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease and further modify the Lease as hereinafter set forth.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. All terms used herein and not otherwise defined shall have the meanings set forth in the Lease.
2. The Lease is hereby extended for a term of five (5) years commencing on June 1, 2015 and terminating on May 31, 2020 (the "Extension Term").
3. Tenant shall pay to Landlord Fixed Annual Rent during the Extension Term in the amount of FIFTY-SEVEN THOUSAND NINE HUNDRED SIXTY DOLLARS (\$57,960.00), which shall be payable in equal monthly installments of FOUR THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$4,830.00).
4. Tenant shall have three (3) consecutive options (the "Options") to extend the term of the Lease for an additional five (5) years each (the "Option Terms"). Tenant shall exercise each Option, if at all, by giving Landlord written notice thereof not less than six (6) months' prior to the expiration of the then-current term. In the event Tenant does not notify Landlord of its intention to extend within the time specified, Landlord shall notify Tenant of such failure, and Tenant shall have an additional fifteen (15) calendar days from receipt of such notice to exercise its option to extend. If Tenant fails to timely deliver written notice of its intent to extend the Lease after receipt of Landlord's notice, Tenant's option to extend shall terminate, and the Lease shall expire as of the end of the current term.
5. The Option Terms shall be upon the same terms and conditions as provided for in the Lease, except Fixed Annual Rent shall be as follows:

Period	Fixed Annual Rent	Fixed Monthly Rent
June 1, 2020-May 31, 2025	\$63,756.00	\$5,313.00
June 1, 2025-May 31, 2030	\$70,131.60	\$5,844.30
June 1, 2030-May 31, 2035	\$77,144.76	\$6,428.73

6. Notwithstanding any provision to the contrary in the Lease, Tenant shall have the option to terminate the Lease and all of its future unaccrued obligations hereunder effective as of May 31, 2018 ("Termination Date"). Such termination option may be exercised by written notice sent by Tenant to Landlord at any time prior to November 30, 2017, accompanied by payment from Tenant to Landlord of a sum equal to the unamortized value (calculated as of the Termination Date) of the brokerage commissions paid by Landlord in connection with this Lease. On the Termination Date the Lease shall terminate without the requirement for any further documentation between Landlord and Tenant and neither Landlord nor Tenant shall have any further obligation to the other, provided that Tenant shall have paid Landlord all rent and other charges payable through and including the Termination Date.

7. Section 1.2 of the Lease is hereby deleted in its entirety.

8. The last paragraph of Section 2.1 of the Lease is hereby deleted in its entirety.

9. The following provision is hereby added as a new Section 3.1(E) of the Lease:

E. Notwithstanding anything to the contrary provided in this Section 3.1, for so long as that certain Financial Agreement dated as of February 20, 2001 between the City of Plainfield and UCIA Plainfield Urban Renewal Corp. (the "PILOT Agreement") remains in effect, Tenant shall pay, in lieu of Tenant's Share of the Taxes for any portion of any Operating Year within the term of the PILOT Agreement, the Annual Service Charge, as defined in and calculated pursuant to Section 4.1(a) of the PILOT Agreement allocable to the Demised Premises (i.e., fifteen percent (15%) of the annual gross revenue as defined in N.J.S.A. 40A:20-3(a) for the Demised Premises). Such Annual Service Charge shall be payable by Tenant to Landlord annually within thirty (30) days after receipt by Tenant of an invoice from Landlord for such Annual Service Charge together with information reasonably satisfactory to Tenant supporting the calculation of such Annual Service Charge. In the event that the Annual Service Charge is not calculated pursuant to Section 4.1(a) of the PILOT Agreement, but is instead calculated pursuant to the alternative provisions of Section 4.1(b) of the PILOT Agreement, such Annual Service Charge shall be considered to be Taxes pursuant to the Lease and Tenant shall be obligated to pay to Landlord Tenant's Share thereof pursuant to and in accordance with Section 3.1(B) of the Lease. Landlord and Tenant shall have the same rights with respect to the Annual Service Charge that Landlord and Tenant have with respect to Taxes under the Lease.

10. The following words are added to the end of the fifth (5th) line of Section 5.1 of the Lease after the word "purpose":

" , unless Landlord consents to another use in writing, which consent shall not be unreasonably withheld, conditioned or delayed"

11. Section 6.2(5)(c) of the Lease is hereby amended by deleting the quotation mark, parenthesis and comma immediately following the word "Landlord" in the fourth (4th) line thereof and inserting the words "as their interests may appear" after the words "additional insureds" in the fifth (5th) line thereof.

12. Section 9.8 of the Lease is hereby deleted in its entirety and replaced with the following:

"Tenant covenants and agrees to provide at its expense on or before the Commencement Date and to keep in force during the Term (w) a Commercial General Liability Insurance policy or such successor comparable form of coverage in the broadest form then available (hereinafter referred to as the "Liability Policy") written on "an occurrence basis", including, without limitation, blanket contractual liability coverage, independent contractor's coverage and personal injury coverage protecting Landlord and Tenant and (x) a fire and other casualty policy (the "Fire Policy") insuring the full replacement value of Tenant's Improvements, Betterments and all of the furniture, trade fixtures and other personal property of Tenant located in the Demised Premises against loss or damage, fire, theft and such other risks or hazards as are insurable under present and future forms of "All Risk" insurance policies, and (y) a policy of insurance against loss or damage to the major components of the boiler and machinery, if any, such as are installed by or on behalf of tenant in the Demised Premises. Such policies are to be written by good and solvent insurance companies reasonably satisfactory to Landlord, and rated by Best's Insurance Reports or any successor publication of comparable standing and carrying a rating of A-VIII or better or the then-equivalent of such rating. As of the date of this Lease, Landlord reasonably requires limits of liability under (w) the Liability Policy of not less than Five Million and 00/100 (\$5,000,000.00) combined single limit per occurrence for bodily or personal injury (including death) and property damage combined and (x) under the Fire Policy equal to the replacement value of the Tenant's Improvements, Betterments, furniture, trade fixtures and other personal property. Landlord shall be named as an additional insured as their interests may appear under Tenant's Liability Policy and as a loss payee as their interests may appear under the policies required by (x) and (y). Tenant will furnish Landlord with such information as Landlord reasonably request from time to time as to the value of the items specified in clause (x) above within thirty (30) days after request therefor. Such insurance may be carried under a blanket policy covering the Demised Premises and other locations of Tenant, if any, provided that each such policy shall in all respects comply with this Article. Tenant agrees to deliver to Landlord a certificate evidencing such insurance required hereunder. Tenant shall endeavor to give Landlord thirty (30) days prior notice of any cancellation of such insurance. If, due to abandonment of, or failure to occupy the Demised Premises by Tenant, any such insurance required to be carried by Tenant shall be canceled by the insurance carrier, then Tenant hereby indemnifies Landlord against any liability which would have been covered by such insurance. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder entitling Landlord to exercise any or all of the remedies provided in this Lease in the event of Tenant's default. Notwithstanding anything to the contrary contained in this Lease, the carrying of insurance by Tenant in compliance of this Section shall not modify, reduce, limit or impair Tenant's obligations and liability under Article 38 hereof.

13. The following words are hereby added to the first (1st) line of Section 11.2 of the Lease after the words "with respect to":

"any assignment, sublet or other transfer of this Lease to any parent, subsidiary or affiliate (direct or indirect) of Tenant or"

14. Reference to "Section 6.2" in the first (1st) line of Section 16.2(f) of the Lease is hereby deleted and replaced with "Section 6.3".

15. The following words are added to the first (1st) line of Section 19.1 and Section 21.1 of the Lease after the word "default":

"beyond applicable notice, grace and cure period"

16. The following words are added to the second (2nd) line of Section 20.1 of the Lease after the word "default":

"beyond applicable notice, grace and cure period"

17. The following words are hereby added to the seventh (7th) line of Section 22.1 of the Lease after the word "hereunder":

"provided the transferee Landlord assumes all obligations of Landlord under this Lease"

18. The following words are hereby deleted from Section 25.1 of the Lease starting in the ninth (9th) line:

" , and Tenant hereby constitutes and appoints Landlord or its successors in interest to be Tenant's attorney-in-fact, irrevocably and coupled with an interest, to execute and deliver any such instrument for and on behalf of Tenant"

19. Section 37.1 of the Lease is hereby deleted in its entirety and any reference to arbitration in the Lease is hereby deleted in its entirety.

20. Notwithstanding any other provision of this Lease, Tenant shall have the right to self-insure and assume in whole or in part, without insurance, any and all risks otherwise required by the Lease to be insured against by Tenant so long as Tenant's net worth is at least One Hundred Million Dollars (\$100,000,000.00).

21. Notwithstanding anything in the Lease to the contrary, Tenant will not be obligated to provide any financial statements to Landlord, to the extent same are made publicly available.

22. Landlord represents and warrants to Tenant that there are no lenders or other parties whose consent is required to this Amendment or whose interest is superior to Tenant, and Landlord shall indemnify, defend and hold Tenant harmless from any damages, liability, claims, costs and expenses (including reasonable attorneys' fees and court costs) incurred by Tenant as a result of Landlord's breach of such representation. Within ninety (90) days following the execution of this Amendment by Landlord and Tenant, Landlord shall deliver to Tenant a

Subordination, Non-Disturbance and Attornment Agreement from the holder of any mortgage encumbering the property on which the Premises are located.

23. Landlord hereby agrees that Tenant may make payments of Fixed Annual Rent, Additional Rent and other charges by electronic payment using the Automated Clearing House (ACH) system or other similar system. Landlord further agrees to provide to Tenant the required forms and information necessary to make such payments, including but not limited to the W-9 form issued by the Internal Revenue Service and Tenant's Accounts Payable Vendor Automated Deposit Request Form.

24. Reference is made to the JPMorgan Chase & Co. Supplier Code of Conduct (the "Code"), a current copy of which is located at <http://www.jpmorganchase.com/corporate/About-JPMC/supplier-relations.htm>. The Code states, among other things, that JPMorgan Chase & Co. and its affiliates do not tolerate bribery or corruption in any form. By executing and delivering a copy of this Amendment, Landlord hereby acknowledges and confirms that it has reviewed the Code, that it has anti-corruption policies and procedures in place, that it will take all measures to ensure compliance with such policies and procedures, and that the provisions relating to anti-corruption set out in the Code shall govern the relations between the parties to this Amendment.

25. Landlord and Tenant each represents and warrants to the other that neither it nor any of its affiliates or representatives (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

26. Except in case of emergency, where Landlord shall provide Tenant as much prior notice as practicable, if Landlord is required or elects to suspend the service of electricity or other power to the Common Areas or to the Premises, Landlord shall provide Tenant with notice of any such scheduled suspension, but in no event less than fourteen (14) days prior notice of any such suspension. Landlord shall use reasonable efforts to rectify the cause of any interruption, curtailment or suspension, including the use of overtime labor.

27. In the event Tenant shall issue a photo identification card to any of Landlord's employees or other individuals acting on Landlord's behalf in providing services in the Premises, Landlord shall cause those employees and individuals to comply, at Tenant's sole cost and expense, with all Tenant's reasonable safety and security procedures, rules and regulations then applicable to individuals regularly entering Tenant's locations in the United States, including but not limited to fingerprinting, photographing and providing social security numbers.

28. Landlord and Tenant each hereby represents and warrants to the other that it has not dealt with any real estate broker in connection with this Amendment. Landlord and Tenant each hereby agrees to indemnify the other against and hold the other harmless from any and all damages, claims, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising out of a breach of the foregoing representation.

29. No modification or amendment of the Lease or this Amendment shall be effective unless in writing, signed by each of the parties hereto.

30. This Amendment may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

31. Any notices to be delivered to Tenant shall be sent to Tenant at the following addresses:

JPMorgan Chase Lease Administration
1111 Polaris Parkway
Mail Code OH1-0241
Columbus, Ohio 43240
Attn: Lease Administration Manager

With a copy to:

JPMorgan Chase Bank, N.A.
237 Park Avenue - 12th Floor
Mail Code NY1-R065
New York, NY 10017
Attn: Real Estate Counsel

Except as herein expressly modified, the Lease is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Landlord:

UNION COUNTY IMPROVEMENT AUTHORITY

By: *Daniel P. Sullivan*
Name: DANIEL P. SULLIVAN
Title: EXECUTIVE DIRECTOR

Tenant:

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: *N*
Name: _____
Title: Terence V. Cooney
Senior Vice President

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT
TO NV5 – NORTHEAST, INC. FOR TESTING AND INSPECTION
SERVICES IN CONNECTION WITH CONSTRUCTION OF A NEW
STUDENT SERVICES CENTER AND CLASSROOMS AT UNION COUNTY
COLLEGE, CRANFORD, NJ**

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

WHEREAS, the Authority entered into a Shared Services Agreement dated September 28, 2011 (the "Shared Services Agreement") with Union County Community College (the "College"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the College has requested that the Authority assist it with the design, financing, management and construction of a new two-story addition of approximately 35,000 square feet that will provide space for student services and additional classrooms at the College's Cranford Campus (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 for the Project; and

WHEREAS, in accordance with the Shared Services Agreement, the Authority issued a Request for Proposals for Testing and Inspection Services for the Project (the "RFP"); and

WHEREAS, in response to the RFP, the Authority received proposals from NV5 – Northeast Inc. (NV5); ANS Consultants, Inc.; and Atlantic Engineering Laboratories, Inc.; and

WHEREAS, upon review of the proposals for legal sufficiency by General Counsel and for pricing and technical compliance by the Authority's Construction Manager for the Project, NV5's proposal was deemed to be compliant with the RFP, to provide more competitive rates and to possess extensive related project experience to perform the required testing and inspection; and

WHEREAS, based upon the foregoing review, the Construction Manager, in concert with General Counsel, has recommended an award to NV5 for Testing and Inspection Services for the Project, in accordance with NV5's proposal No. 2014.04.0218, dated September 3, 2014; and

WHEREAS, the services are professional services which are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(a)(i),

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

1. The above recitals are incorporated herein as if set forth at length;
2. A professional services agreement be and is hereby awarded to NV5 – Northeast, Inc., located at 903 E. Hazelwood Avenue, Rahway, New Jersey 07065, for Testing and Inspection Services in connection with the Authority's Union County College – Cranford Campus Project, pursuant to and for the rates set forth in NV5's Proposal No. 2014.04.0218, dated September 3, 2014, incorporated herein as if set forth at length;
3. The Chairman and Secretary of the Authority are hereby authorized to execute an agreement with NV5 – Northeast, Inc. in accordance with the Authority's Request for Proposals for Testing and Inspection Services and with NV5's Proposal No. 2014.04.0218; and
4. This resolution shall take effect immediately.

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

RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					
Sam McGhee Commissioner	✓			✓		
John Salerno Secretary	✓					
Bryan Tomko Treasurer	✓					✓
Carolyn Vollero Commissioner	✓					
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	7				2	

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NV5 – NORTHEAST, INC. FOR TESTING AND INSPECTION SERVICES IN CONNECTION WITH CONSTRUCTION OF A NEW STUDENT SERVICES CENTER AND CLASSROOMS AT UNION COUNTY COLLEGE, CRANFORD, NJ is a true copy of a resolution adopted by the governing body of the Improvement Authority on September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: September 10, 2014
(SEAL)



September 5, 2014

DeCotlis, Fitzpatrick & Cole, LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard
Teaneck, NJ 07666

ATT: Judy A. Verrone, Esq.

RE: Union County College
Student Services and Classroom Addition Project
Materials Testing & Inspection Services RFP dated August 8, 2014
Recommendation for Approval

Dear Judy,

We have reviewed the three Proposals for Material Testing & Inspection Services received from AEL, ANS and NVS for the Union County College Student Services and Classroom Addition Project and hereby provide comments and recommendation pertaining to the technical proposals as follows:

- All three Testing and Inspection firms met the Technical Requirements set forth in the Request for Proposal dated August 8, 2014.
- All three firms provided extensive related project experience along with resumes of Engineering staff disciplines to complete the required testing and inspection services.
- Upon review of the pricing of various disciplines for field inspection services (reference Exhibit G) we verified the following:
 - ANS was clearly the most expensive with rates being more than \$100.00 additional per day as compared to AEL and NVS. ANS's proposal failed to include information requested in the RFP (i.e., questions regarding prior judgments in the last 3 years; bankruptcy in the past 10 years; and a statement that principals have no immediate relatives at the Authority).
 - AEL's proposal failed to provide a rate for every category listed in the RFP (i.e. no rate given for project manager under "Engineering," and no rates provided under "Smoke Evacuation System Testing" for "Professional Engineer; Project Engineer; Project Manager). AEL's proposal failed to include information requested in the RFP (i.e., questions regarding prior judgments in the last 3 years; bankruptcy in the past 10 years; and a statement that principals have no immediate relatives at the Authority). AEL's proposal should be deemed non-responsive.
 - NVS provided competitive rates and the proposal contained all required information requested in the RFP as well as all completed forms.

Based upon the above referenced review comments we would hereby recommend award of Testing and Inspection Services to NVS for the Union County College Student Services and Classroom Addition Project.

Please call if you require any further information.

Sincerely,

Robert Pasqual
Executive Vice President, Operations

cc: D. Sullivan, UCIA
M. Brink, UCIA
P. Mursjanik, Pinnacle Consulting & Construction Services
F. Melendez, Netta Architects
H. Key, Union County College
K. Conlon, Union County College

Pinnacle Consulting & Construction Services, Inc.
One Gateway Center • Suite 2600 • Newark, NJ 07102
Phone: 973-353-6218 Fax: 973-622-8423
www.pinnacleconsult.net

**CONTRACT FOR PROFESSIONAL
TESTING AND INSPECTION SERVICES**

BY AND BETWEEN

UNION COUNTY IMPROVEMENT AUTHORITY

AND

NV5 – NORTHEAST, INC.

THIS CONTRACT, dated as of September ____, 2014, by and between the **UNION COUNTY IMPROVEMENT AUTHORITY** with its principal offices located at 1499 Routes 1&9 North, Rahway, New Jersey 07065 (hereinafter referred to as "Authority") and **NV5 – NORTHEAST, INC.** with offices located at 903 E. Hazelwood Avenue Rahway, New Jersey 07065 (hereinafter referred to as "NV5" or "Professional"):

WITNESSETH:

WHEREAS, the Authority is in need of material testing services in connection with the Authority's Union County College Student Services and Classroom Addition Project (the "Project"); and

WHEREAS, the Authority issued a Request for Proposals for Testing and Inspection Services for the Project (the "RFP"); and

WHEREAS, in response to the RFP, the Authority received proposals three (3) proposals, including one from NV5 – Northeast Inc. (NV5); and

WHEREAS, upon review of the proposals received, NV5's proposal was deemed to be compliant with the RFP, to provide more competitive rates and to possess extensive related project experience to perform the required Testing and Inspection Services; and

WHEREAS, the Authority wishes to engage NV5 to provide Testing and Inspection Services for the Project; and

WHEREAS, NV5 has agreed to provide such Services for the Project in accordance with its Proposal No. 2014.04.0218, dated September 3, 2014; and

WHEREAS, pursuant to Resolution No. 79-2014, adopted on September 10, 2014, the Authority authorized the award of this contract to NV5,

NOW THEREFORE, the parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. **SCOPE OF SERVICES:**

a) Professional hereby agrees to perform, (unless otherwise directed by the Authority) Testing and Inspection Services (the "Services") in connection with the Authority's Union County College Student Services and Classroom Addition Project (the "Project"), in accordance with the Authority's Request for Proposals for Testing and Inspection Services (the "RFP"), and with NV5's Proposal No. 2014.04.0214, which is incorporated herein as if set forth at length. Such Services shall include but not be limited to testing and inspection services and other related construction quality assurance services as required by the Authority for the Project.

b) All records generated by NV5 in performing the Services shall be turned over regularly to the Construction Manager on the Project. In addition, all related Project documents shall be turned over to the Authority upon completion of the Contract, or as otherwise directed by the Authority or the Construction Manager.

2. **PERSONNEL:**

a) Professional represents that it has or will secure at its own expense, all personnel required in performing the services under this Contract.

b) Personnel shall not be employees of or have any other contractual relationship with the Authority.

c) All of the Services required hereunder will be performed by the Professional and all personnel engaged in the work shall be fully qualified.

d) None of the Services covered by this Contract shall be subcontracted without the prior written approval of the Authority.

3. **TIME OF PERFORMANCE:** It is understood and agreed by and between the parties hereto, that this Contract shall commence as of the date set forth above.

4. **COMPENSATION:**

a) Professional shall be compensated in accordance with Section E, Fee Proposal Form/Unit Pricing, of its Proposal No. 2014.04.0218.

b) The Authority agrees to reimburse Professional for Mileage and Transportation as set forth in Professional's Proposal No. 2014.04.0218.

c) The Professional covenants and agrees to have available, upon request, at the Authority, their books and records for inspection by appropriate officials covering the charges, fees and costs under this Contract.

5. **SERVICE AND DOCUMENT CONFORMANCE/APPROVAL:** All Services rendered and documents prepared by the Professional shall strictly conform to all laws, statutes and ordinances and the applicable rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies, in effect when the Services are rendered and the documents are prepared.

All of the Services required of the Professional by the Authority shall be performed to the satisfaction of, and with the approval of, the Authority, which approval shall not be unreasonably withheld.

6. **DOCUMENT OWNERSHIP:** All plans, notes, briefs, opinions, calculations, drafts, contracts, reports, memoranda and all other documents pertaining to the work required hereunder and prepared or obtained by the Professional in the performance of this Contract shall be the absolute property of the Authority; subject however, to the Authority making payment for the provision of such Services.

7. **TERMINATION:** The Authority reserves the right to terminate this Contract, at its sole discretion, by giving at least ten (10) days prior written notice to the Professional of such termination and specifying the effective date therefor. Upon any termination of the Contract, the Professional shall be paid in full for all Services rendered to the Authority in accordance with the terms of this Contract as of the date of termination.

a) Upon payment for all Services rendered to the Authority as of the date of termination, all finished or unfinished documents, data, studies, agreements and/or reports prepared or obtained by the Professional under this Contract, shall be promptly delivered to the Authority in accordance with Paragraph 6.

b) Payment shall be made in accordance with the provisions of Paragraph 4.

8. **ASSIGNMENT:** This Contract shall not be assigned or assignable, either by action of the Professional or by law.

9. **ERRORS AND/OR OMISSIONS:** The Authority reserves the right to deny payment of the part of any fee which is based on an increase in costs in the preparation of documents or Services resulting from an error or omission of the Professional.

10. **INDEMNIFICATION:** The Professional shall indemnify, defend and hold harmless the Authority, its members, officers, directors and employees from and against any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned, in whole or in part, by the Professional's negligent act or omission, or the negligent act or omission of Professional's agents, sub-consultants, employees or servants, arising from the discharge of the Professional's responsibilities pursuant to this Contract.

11. **LITIGATION:** In the event the Authority becomes involved in any litigation with third parties concerning or relating in any way to the Professional's services, whether such litigation

occurs during or after the term of the Contract, the Professional agrees, at no additional fees other than the hourly rates called for under this Contract, to make its members and employees available to the Authority, to consult, assist and cooperate in any such litigation to the extent such consultation, assistance and cooperation may be required by the Authority.

12. **AFFIRMATIVE ACTION PLAN:** See Exhibit A

13. **FIRM HISTORY:** The Professional represents that no corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of said Professional, has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

14. **AUTHORITY REPRESENTATIONS AND WARRANTIES:** The Authority represents and warrants that this Contract has been duly authorized by its board membership, and when executed by its Chairman or Vice Chairman shall be valid and binding upon the Authority and shall be in full force and effect.

15. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

16. **AWARD:** This Contract has been awarded in accordance with a Fair and Open Process pursuant to the New Jersey Local Unit Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et seq.).

17. **SEVERABILITY:** A waiver or breach of any term condition or covenant by either party shall not constitute a waiver or breach of any other term condition or covenant. If any court of competent jurisdiction declares a provision of the Contract to be invalid, illegal or otherwise unenforceable, the remaining provisions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority has caused these presents to be duly executed and the Professional have caused these presents to be duly executed, as of the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: 

By: 

ANTHONY SCUTARI
Chairman

(SEAL

By: 

DANIEL P. SULLIVAN
Executive Director, UCIA

ATTEST:

NV5 – NORTHEAST, INC.

By: _____ By: _____

(SEAL)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

RESOLUTION NO.: 80-2014

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING CONTRACT AMENDMENT NO. 1 TO AGREEMENT
WITH PINNACLE CONSULTING & CONSTRUCTION SERVICES, INC.
FOR CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION
WITH CONSTRUCTION OF A NEW STUDENT SERVICES CENTER AND
CLASSROOMS AT UNION COUNTY COLLEGE, CRANFORD, NJ**

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

WHEREAS, the Authority has previously entered into a Shared Services Agreement dated September 28, 2011 (the Shared Services Agreement") with Union County Community College (the "College"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the College has requested that the Authority assist it with the design, financing, management and construction of a new two-story addition of approximately 35,000 square feet that will provide space for student services and additional classrooms at the College's Cranford Campus (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 for the Project; and

WHEREAS, in accordance with the Shared Services Agreement, and pursuant to Resolution No. 69-2013, adopted on November 6, 2013, the Authority awarded a Professional Services Agreement to Pinnacle Consulting and Construction Services, Inc. ("Pinnacle") for all Construction Management Services concerning the Project at a fee not to exceed \$440,000.00 including direct reimbursable expenses (the "Contract"); and

WHEREAS, Pinnacle has incurred additional expenses for the Project due to the need to retain an OSHA safety consultant during construction, which additional expense is in the amount of \$44,000.00; and

WHEREAS, the safety consultant services included in this Contract Amendment No. 1 are necessary and reasonable for the Project;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority, that Contract Amendment No. 1 to the Contract be approved in the amount of \$44,000.00, as set forth in the August 5, 2014 communication from Pinnacle requesting an amendment to the Contract

for the above-stated purpose, which amendment request is attached hereto as Exhibit A and made a part hereof; and

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

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

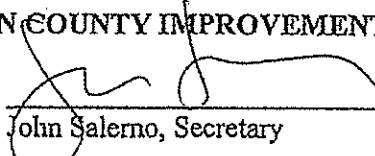
RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					
Sam McGhee Commissioner	✓			✓		
John Salerno Secretary	✓					✓
Bryan Tomko Treasurer	✓					
Carolyn Vollero Commissioner	✓					
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	7				2	

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. 1 TO THE AGREEMENT WITH PINNACLE CONSULTING & CONSTRUCTION SERVICES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH CONSTRUCTION OF A NEW STUDENT SERVICES CENTER AND CLASSROOMS AT UNION COUNTY COLLEGE, CRANFORD, NEW JERSEY is a true copy of a resolution adopted by the governing body of the Improvement Authority on September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By:


John Salerno, Secretary

Dated: September 10, 2014
(SEAL)

1710031-1

EXHIBIT A

1710031-1

From: Bob Pasqual [mailto:bobp@pinnacleconsult.net]
Sent: Tuesday, August 05, 2014 11:39 AM
To: 'Mark Brink'
Cc: Judy A. Verrone; RScerbo@decotislaw.com; fmelendez@nettaarchitects.com; 'Nick Netta'; carols@pinnacleconsult.net; 'Daniel Sullivan'
Subject: FW: JW Rufolo and Associates - Health and Safety Consulting Proposal for the project at Union County College

Mark – In accordance with our discussion we have reviewed the attached Joseph W. Rufolo and Associates Inc . proposal in the amount of \$44,000.00 for OSHA Compliance Consulting Services during steel erection (Phase 2) and follow up bi-weekly monthly audits for a six month duration (Phase 3) and would hereby recommend approval , based upon the complexity of steel erection and demolition for this Project . That said we would propose that an amendment be issued to our contract for this specified amount and these services will be provided under Pinnacle where by Joseph Rufolo and Associates would serve as a sub-consultant to Pinnacle. Please advise on the next steps for this process to move forward . thanks

Robert A. Pasqual
President / Principal
Pinnacle Consulting & Construction Services Inc.
One Gateway Center - Suite 2600
Newark , NJ 07102
t. 973-353-6218
c. 609-651-5393
f. 973-622-3423

CONSULTING PROPOSAL

TO: Daniel Sullivan, Executive Director
COMPANY: Union County Improvement Authority
1499 Routes 1 & 9 North, Rahway, NJ 07065

DATE: February 7, 2014

FROM: Joseph W. Rufolo / JW Rufolo and Associates, Inc.

PROPOSAL REQUESTED FOR: Safety and Health Consulting for the proposed project at Union County College.

JW Rufolo and Associates, Inc. is pleased to furnish you with a proposal to provide Safety and Health consulting for your college's construction project. The following is a cost breakdown for our services.

PHASE 2: STEEL ERECTION CONSULTATION

- On-site each day to provide safety and health consulting and representation during the steel erection phase of construction.

Phase 2 Fee \$32,000.00

PHASE 3: CONSTRUCTION CONSULTATION

- Providing two on-site safety and health OSHA audit of construction project each month until the completion of construction.
- Estimated for a period of six months. [If the project were to continue for more than six months, two audits per month can be provided at a cost of \$2000.00 per month].

Phase 3 Fee \$12,000.00 per audit per week

TOTAL COST-----\$44,000.00

We look forward to working with you on this project. If you have any questions, please do not hesitate to contact me at (908) 757-5972.

Please sign below to accept this proposal and fax it to us at (908) 757-0778.

Daniel P. Sullivan
NAME & TITLE EXEC DIRECTOR

9-15-14
DATE



JW RUFOLLO AND ASSOCIATES, INC.
PROVIDING OSHA COMPLIANCE SOLUTIONS
SIX MOYSE PLACE, EDISON, NEW JERSEY 08820

PHONE (908) 757-5972 FAX (908) 757-0778

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

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN ESCROW AGREEMENT WITH DEUTSCHE BANK SECURITIES INC. FOR THE FINANCING OF MUNICIPAL PACE PROGRAMS

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

WHEREAS, the State of New Jersey has adopted legislation authorizing the development and implementation of Property Assessed Clean Energy ("PACE") programs, see N.J.S.A. 40:56-1.4 *et seq.* (the "Law"), designed to assist municipal residents and commercial businesses in undertaking and financing energy efficiency improvements for their properties; and

WHEREAS, the Authority desires to assist local municipalities as well as their residents and commercial facility owners in their efforts to reduce energy costs and lower operating budgets; and

WHEREAS, in order to assist interested municipalities in this effort the Authority designated, pursuant to Resolution 30-2014, a team of professionals and service providers was formed assist municipalities in the advancement and implementation of municipal PACE Programs; and

WHEREAS, funds for the purchase and installation of renewable energy systems and energy efficiency improvements are loaned to property owners in exchange for a clean energy special assessment on the property that is imposed by the local municipality in which the property is located; and

WHEREAS, pursuant to the Law the municipality may apply to a county improvement authority that issues bonds in order to finance such a PACE program; and

WHEREAS, the Authority, given its expertise in the development and implementation of financing structures and the administration of construction programs, is well positioned to assist municipalities in the advancement and implementation of municipal PACE programs; and

WHEREAS, the Authority desires to provide assistance to local municipalities in financing their PACE programs; and

WHEREAS, the Authority requires funding for the payment of its legal fees for services to be rendered by its outside counsel, DeCotiis, FitzPatrick & Cole, LLP, with respect to the development of its proposed PACE funding program; and

WHEREAS, the it is in the best interest of the Authority to engage Deutsche Bank Securities Inc. ("DBSI") to assist it with the financing of such local municipal PACE programs; and

WHEREAS, the Authority desires to enter into an Escrow Agreement with DBSI to set forth the parties' respective rights and obligations in connection with the establishment of an Escrow Fund to provide for the payments to the Authority's outside legal professionals that are necessary in order to fully develop and implement the Authority's PACE funding program; and

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that the Executive Director is hereby authorized and directed to enter in an Escrow Agreement Deutsche Bank Securities Inc. assist it with the financing of local municipal PACE programs;

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

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

RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					
Sam McGhee Commissioner	✓					
John Salerno Secretary	✓					
Bryan Tomko Treasurer	✓					
Carolyn Vollero Commissioner	✓					
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	7				2	

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN ESCROW AGREEMENT WITH DEUTSCHE BANK SECURITIES INC. FOR THE FINANCING OF MUNICIPAL PACE PROGRAMS is a true copy of a resolution adopted by the governing body of the Improvement Authority on September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By:  _____
John Salerno, Secretary

Dated: September 10, 2014
(SEAL)

ESCROW AGREEMENT

This AGREEMENT, entered into this _____ day of _____, 2014, by and between

DEUTSCHE BANK Securities Inc., a corporation organized under the laws of _____ having offices located at _____ ("DBSI"), and

UNION COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey, organized pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., having offices located at 1499 Routes 1 & 9 North, Rahway, New Jersey 07065 ("UCIA").

WITNESSETH:

WHEREAS, the State of New Jersey has adopted legislation authorizing the development and implementation of Property Assessed Clean Energy ("PACE") programs, see N.J.S.A. 40:56-1.4 et seq. (the "Law"), designed to assist municipal residents and commercial businesses in undertaking and financing energy efficiency improvements for their properties; and

WHEREAS, funds for the purchase and installation of renewable energy systems and energy efficiency improvements are loaned to property owners in exchange for a clean energy special assessment on the property that is imposed by the local municipality in which the property is located; and

WHEREAS, pursuant to the Law the municipality may apply to a county improvement authority that issues bonds in order to finance such a PACE program; and

WHEREAS, UCIA, given its expertise in the development and implementation of financing structures and the administration of construction programs, is well positioned to assist municipalities in the advancement and implementation of municipal PACE programs; and

WHEREAS, UCIA desires to provide assistance to local municipalities in financing their PACE programs; and

WHEREAS, UCIA has engaged DBSI to assist it with the financing of such local municipal PACE programs; and

WHEREAS, UCIA requires funding for the payment of its legal fees for services to be rendered by its outside counsel, DeCotiis, FitzPatrick & Cole, LLP, with respect to the development of its proposed PACE funding program; and

WHEREAS, DBSI, CES and UCIA desire to enter into an Escrow Agreement to set forth the parties' respective rights and obligations in connection with the establishment of an Escrow Fund to provide for the payments to UCIA's outside legal professionals that are necessary in order to fully develop and implement UCIA's PACE funding program; and

WHEREAS, UCIA's outside legal professional fees related to work associated with the financings of each local municipal PACE program shall not be funded from the Escrow Fund but shall be funded by way of administrative fees to be charged to individual property owners participating in the programs as set forth in Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree, as follows:

1. Establishment of Escrow Fund. Upon execution of this Escrow Agreement by the parties, there shall be established an Escrow Fund which shall be held by UCIA in one or more interest-bearing trust accounts, subject to the terms, conditions, stipulations and instructions contained herein. Upon the establishment of the Escrow Fund, DBSI shall contribute the sum of \$50,000 (the "Escrow Amount") into the Escrow Fund. The Escrow Amount shall be the only amount that DBSI shall be obligated to deposit in the Escrow Fund. The Escrow Fund shall be used for the purposes set forth in paragraph 2 below. The Escrow Fund shall be made with a banking institution or savings and loan association in the State of New Jersey that is insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in an account bearing interest at the minimum rate currently paid by the institution or depository on time or savings deposits. UCIA shall notify DBSI in writing of the name and address of the institution or depository in which the deposit is made.
2. Payments to UCIA's Legal Professionals. The Escrow Fund shall be drawn upon by UCIA for payment of its costs incurred for the work of its legal counsel, DeCotiis, FitzPatrick & Cole, LLP, with respect to UCIA's implementation of the proposed PACE funding program. The Escrow Fund shall be used to compensate the legal professional for work necessary in order to fully develop UCIA's proposed PACE funding program including, but not limited to the preparation or review, as appropriate, of financing documents, ordinances, resolutions, and any and all other usual and customary documentation related to local bond issuance and financing. Once the UCIA determines that all interested municipalities have implemented their local municipal PACE programs ("Program Development Completion"), the cost for UCIA's legal professionals associated with financings undertaken in connection with said programs shall be funded by way of administrative fees to be charged to individual property owners participating in the PACE programs as set forth in Exhibit A attached hereto and made a part hereof. Charges against the Escrow Fund shall be limited to the legal professional fees set forth herein. The only costs that shall be added to any such fees shall be actual out-of-pocket expenses of such legal professionals. UCIA shall not charge the Escrow Fund for any of UCIA's clerical or administrative functions, overhead expenses, meeting room charges, or any other such costs and expenses except as provided for in this section, nor shall UCIA's legal professionals be permitted to add any such charges to its bill. The legal fees charged shall be at the same rate

as all other work of the same nature by the legal professional for UCIA. The legal professional may only charge for work that is reasonably necessary to accomplish the development and implementation of the proposed PACE funding program. If UCIA retains a different legal professional in place of DeCotiis, FitzPatrick & Cole, LLP, UCIA shall be responsible for all time and expenses of the new legal professional to become familiar with the proposed PACE funding program and UCIA shall not charge the Escrow Fund for any such services.

3. Disbursement of Escrow Funds. UCIA shall disburse the funds held in the Escrow Fund for payment for the purposes set forth in paragraph 2 above upon receipt of appropriate invoices and/or vouchers from DeCotiis, FitzPatrick & Cole, LLP requesting payment for legal services rendered. The invoice and/or voucher shall identify the personnel performing the service, and for each date the services performed, the hours spent to one-tenth hour increments, the hourly rate and the expenses incurred. Invoices and/or vouchers shall be submitted to UCIA on a monthly basis. DBSI shall be sent informational copies of all invoices and/or vouchers or statements. UCIA shall prepare and send to DBSI a statement which shall include an accounting of funds listing all deposits, interest earnings, disbursements, and the cumulative balance of the Escrow Fund. This information shall be provided on a monthly basis.
5. Return of Escrow Funds. Upon Program Development Completion, UCIA shall return to DBSI any unused portion of the Escrow Amount set forth in paragraph 1 above, as well as any interest accrued thereon, along with a final accounting.
6. Dispute of Charges Against Escrow Fund. DBSI shall notify UCIA in writing with a copy to the legal professional whenever DBSI dispute the charges made against the Escrow Fund. UCIA shall attempt to mediate any such disputed charges. If the matter is not resolved to the satisfaction of DBSI, DBSI reserve any and all of their rights at law or in equity that it may have with respect to any disputed charges that may have been disbursed from the Escrow Fund.
7. Miscellaneous.
 - (a) No part of the Escrow Fund shall be used to pay any part of the costs for services, work or equipment not directly related to UCIA's PACE funding program, as provided herein. DBSI shall not be liable to UCIA for any amounts in excess of the above-described Escrow Amount.
 - (b) All notices or other communications hereunder shall be delivered by hand or mailed by certified mail to the parties at the following addresses:

If to DBSI: _____

If to UCIA: Daniel P. Sullivan
Acting Executive Director
Union County Improvement Authority
1499 Routes 1 & 9 North
Rahway, New Jersey 07065

- (c) This Escrow Agreement may not be amended, supplemented or modified except by a written instrument executed by all the parties hereto.

*[Remainder of Page Intentionally Left Blank;
Signatures on Following Page.]*

IN WITNESS WHEREOF, the parties have signed this Escrow Agreement the day and year first above written.

DEUTSCHE BANK SECURITIES INC.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

UNION COUNTY IMPROVEMENT AUTHORITY

By: *Daniel P. Sullivan*
Name: DANIEL P. SULLIVAN
Its: _____

Exhibit A

Fee Structure*

Closing of Loans:

Authority	0.250%
Bond Counsel	0.125%
Trustee and Counsel	0.050%
Miscellaneous	0.175%

Ongoing

Trustee	0.025%
Authority	0.100%

**Request Form for New Trading Account**

In order to proceed with the trading account creation, please provide us with the following information to facilitate the set-up process. This request form is necessary to abide by Deutsche Bank's compliance policy regarding the Patriot Act.

Date: September 12, 2014

I) Full Legal Name:

Union County Improvement Authority

II) Full Legal Address (PO Boxes not acceptable):

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

III) 5 Controlling Persons' Names, Titles (i.e. Director, President, etc) & Contact Details:

Daniel P. Sullivan
Executive Director
Union County Improvement Authority
1499 Routes 1 & 9 North
Rahway, New Jersey 07065

IV) Contact Person's Details:

**Please provide us with the names, emails, telephone and fax numbers of all parties who should receive reset notices/payment advices/trade confirmations.*

Mark W. Brink
Project Director
Union County Improvement Authority
1499 Routes 1 & 9 North
Rahway, New Jersey 07065
MarkWBrinkUCIA@Yahoo.com
Phone: (908) 820-9710
Fax: (908) 820-9874

- V) Please list any Ultimate Beneficiary Owners ("UBOs") that hold a greater than 10% stake, providing the exact each individual's stake as a percentage in the entity as well as a scanned photo ID. If no UBOs with a greater than 10% stake exist, please confirm this to be the case.

N/A. The UCIA is a public entity.

- VI) Tax ID or Foreign Equivalent:

22-2815346

- VII) Formation Docs:

**Please provide us with a Copy of your Articles of Incorporation*

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

- VIII) Payments:

**Please provide us with your Standard Settlement Instructions for this transaction on company letterhead.*

Send live check out to:

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

Attention:
Mark W. Brink
Project Director

Thank you in advance for your prompt attention to this request.

Please sign below to acknowledge that all information supplied to us is accurate and complete.



Name: Daniel P. Sullivan

Title: Executive Director

Organization: Union County Improvement Authority

Confidential

RESOLUTION NO.: 82-2014

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

RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING CONTRACT AMENDMENT
NO. 8 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 \$1,500.00, and estimates that it will expend an additional \$59,000.00 in connection with the Project, as explained in Request for Contract Amendment No.8, attached hereto;

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Contract Amendment No. 8 to the Contract be approved in the amount of \$60,500.00 as set forth in Request for Amendment of Professional Services Contract Amendment No. 8, attached hereto and made a part hereof;

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

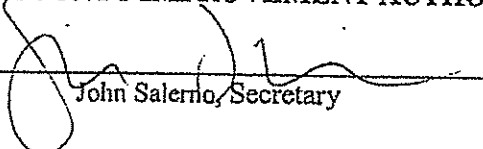
The foregoing resolution was adopted by the following roll call vote:

RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					✓
Sam McGhee Commissioner	✓			✓		
John Salerno Secretary	✓					
Bryan Tomko Treasurer	✓					
Carolyn Vollero Commissioner	✓					
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	7				2	

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. 8 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 is a true copy of a resolution adopted by the governing body of the Improvement Authority on September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: September 10, 2014
(SEAL)



Netta Architects

REQUEST FOR AMENDMENT OF PROFESSIONAL SERVICES

July 23, 2014

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

RE: Request for Contract Amendment No.: 8

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

Additional engineering services are required to complete all outstanding consulting and required paper work for submission to the United States Green Building Council. These services are now required due to Birdsall Services Group or their successor companies inability to complete USGBC requirements to achieve the required LEED Certification.

8.1 Civil Engineering.....	\$ 15,000.00
8.2 Architectural Coordination.....	\$ 10,500.00
8.3 MEP (Interactive Solutions).....	\$ 24,500.00
8.4 Sustainability Consultant (Chartier).....	\$ 9,000.00
8.5 Reimbursable Expenses.....	\$ 1,500.00

Total Fee Request for Contract Amendment No. 8..... \$ 60,500.00

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
o CO No. 7.....	\$ 25,000.00

Subtotal of Original Contract and Previously Approved Change Orders above \$ 3,545,375.00** plus

**Subtotal Fee noted above shall change to include this RFCA No.: 8 after signing below..... \$ 60,500.00
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 Signatory (Client): Daniel P. Sullivan
Print Name: DANIEL P. SULLIVAN

Date: 09/15/14
Title: EXECUTIVE DIRECTOR

NETTA ARCHITECTS:

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

RESOLUTION NO. 83-2014

Member Holaday introduced and moved the adoption of the following

Resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE EXECUTION OF AN AGREEMENT AMENDING THE
AGREEMENT BY AND BETWEEN THE AUTHORITY AND CENTER
MANAGEMENT GROUP, LLC FOR THE PURCHASE AND SALE OF
RUNNELLS SPECIALIZED HOSPITAL**

WHEREAS, the Union County Improvement Authority (the "Authority") by Resolution No. 51-2014 previously authorized the Authority to enter into an agreement with Center Management Group, LLC ("Center") providing for the purchase and sale of Runnells Specialized Hospital; and

WHEREAS, the Authority and Center Management Group, LLC have previously entered into an agreement providing for the purchase and sale of Runnells Specialized Hospital (the "Agreement"); and

WHEREAS, the Authority and Center now wish to enter into an amendment to the Agreement in order to establish and specifically delineate certain dates into the Agreement and to restate the list of lot and block designations for the real property to be conveyed to Center; and

WHEREAS, this Board has determined that the execution of the First Amendment to the Agreement, attached hereto and made a part hereof, is in the best interests of the Authority, the County and County residents; and

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Authority is authorized to enter into an Agreement, substantially in the form attached hereto and made a part hereof, between the Authority and Center Management Group LLC, for the amendment of the previously executed Agreement for the Purchase and Sale of the Runnells Specialized Hospital; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized by this Board to execute the Amendment to Agreement and any/or all documents necessary to effectuate the purposes of this Amendment to Agreement, upon approval by the Authority's General Counsel; and

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

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

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

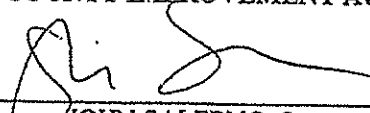
RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					
Sam McGhee Commissioner	✓					
John Salerno Secretary	✓					
Bryan Tomko Treasurer	✓					
Carolyn Vollero Commissioner	✓					
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	7				2	

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION OF AN AGREEMENT AMENDING THE AGREEMENT BY AND BETWEEN THE AUTHORITY AND CENTER MANAGEMENT GROUP, LLC FOR THE PURCHASE AND SALE OF RUNNELLS SPECIALIZED HOSPITAL is a true copy of a resolution adopted by the governing body of the Authority on September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


JOHN SALERNO, Secretary

Dated: September 10, 2014
[SEAL]

100
100
100
100
100

**FIRST AMENDMENT
TO AGREEMENT BY AND BETWEEN THE UNION
COUNTY IMPROVEMENT AUTHORITY AND CENTER
MANAGEMENT GROUP, LLC FOR THE PURCHASE AND
SALE OF RUNNELLS SPECIALIZED HOSPITAL**

THIS FIRST AMENDMENT TO AGREEMENT made as of this ____ day of September, 2014 by and between the UNION COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey, located at 1499 Route 1 and 9, Rahway, New Jersey 07065 (the "UCIA") and CENTER MANAGEMENT GROUP, LLC, located at 141-40 Union Turnpike, Flushing, New York 11367 (the "Purchaser"), (UCIA and Purchaser sometimes referred to herein as "Parties")

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the UCIA and the Purchaser have entered into an Agreement as of August 4, 2014 (the "Agreement"), for the purchase and sale of Runnells Specialized Hospital; and

WHEREAS, the UCIA and the Purchaser now wish to amend the Agreement so as to (a) establish, incorporate, specify and delineate certain dates into the Agreement and to correct and (b) restate the list of lot and block designations for the real property constituting the Hospital Real Property to conveyed to the Purchaser; and

WHEREAS, the Agreement, as amended by this First Amendment to Agreement shall constitute the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement and herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Authority and the Purchaser hereby agree as follows:

1. All capitalized terms used in this First Amendment and not otherwise defined herein shall have the meaning set forth in the Agreement.
2. Contract Date. "Contract Date", as defined in Section 1.1 of the Agreement, shall mean August 4, 2014.
3. Closing Date. "Closing Date", as defined in Section 1.1 of the Agreement, shall now mean October 31, 2014.
4. Approval Date. "Approval Date", as defined in Section 1.3 of the Agreement, shall now mean October 1, 2014.
5. Extended Approval Date. "Extended Approval Date", as defined in Section 1.3 of the Agreement, shall now mean October 15, 2014. For purposes of Section 1.3, the Purchaser shall have a period of fourteen (14) days, rather than thirty (30) days, after the Approval Date within which to provide the DOH and/or DHS, as

the case may be such assurances as may be necessary to obtain approval of the transfer. In the event Purchaser is unable to obtain approval from DOH and/or DHS of the transfer of the Hospital Licenses by October 15, 2014 ("Extended Approval Date"), either Party may terminate this Agreement. Notice of such termination shall be provided no less than 14 days prior to the termination date; provided, however that in the event the transfer of the Hospital License(s) occurs within this 14-day period, this Agreement shall continue in full force and effect and no termination for this reason shall occur.

6. Due Diligence. For purposes of the Agreement, the Due Diligence Period shall expire on October 3, 2014, 60 days from the Contract Date.
7. Hospital Real Property. "Hospital Real Property", as defined in Sections 1.1 and 2.3 of the Agreement shall now mean the real property located at Block 4002, Lot 15; Block 3401, Lot 50; and Block 3303, Lot 1.01 on the Tax Map of the Township of Berkeley Heights, New Jersey, also known as 40 Watchung Way, Berkeley Heights, New Jersey, and all buildings and appurtenances thereon, including, but not limited to that certain solar panel installation located at and over a portion of the parking area for the Hospital, and that certain pump station (the "Pump Station") located on Block 3303, Lot 1.04 on the Tax Maps of the Township of Berkeley Heights, New Jersey as illustrated on the site map attached hereto as Schedule Q, and including, but not limited to, the description more fully set forth in Section 2.3 of the Agreement. Hospital Real Property shall not include Block 3302, Lot 3
8. Other than as specifically modified by this First Amendment, all of the terms and conditions of the Agreement remain unmodified and in full force and effect.
9. Any inconsistencies or conflicts between the terms and provisions of the Agreement and the terms and provisions of this First Amendment shall be resolved in favor of the terms and provisions of this First Amendment.
10. This First Amendment may be executed and delivered in any number of counterparts (including by facsimile or portable document format (pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the UCIA and the Purchaser have executed this First Amendment to Agreement, intending to be legally bound hereby as of the day and year first above written.

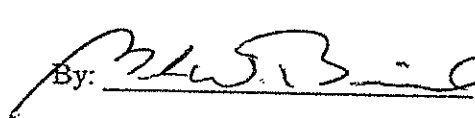
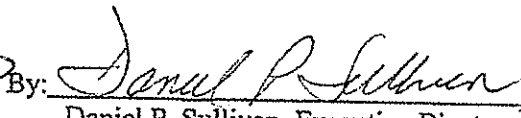
ATTEST

CENTER MANAGEMENT GROUP,
LLC

By: _____ By: _____
Charles-Edouard Gros, Manager

ATTEST:

UNION COUNTY IMPROVEMENT
AUTHORITY

By:  By: 
Daniel P. Sullivan, Executive Director

RESOLUTION NO. 84-2014

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT FOR THE
POSITION OF EXECUTIVE DIRECTOR AND
AUTHORIZING EXECUTION THEREOF**

WHEREAS, the Authority requires the services of an Executive Director because of the several significant projects and activities which require administrative and managerial direction; and

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

Section 1. The Authority hereby approves and authorizes the Chairman to execute the Employment Agreement with Daniel P. Sullivan pursuant to which he shall serve as Executive Director in substantially the same form as the Agreement attached hereto and made a part hereof.

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

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

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

RECORD OF VOTE	YEA	NAY	ABSTAIN	MOTION	ABSENT	SECOND
Seb D'Elia Commissioner					✓	
Linda Hines Commissioner					✓	
Steve Hockaday Commissioner	✓					
Sam McGhee Commissioner			✓			
John Salerno Secretary	✓					
Bryan Tomko Treasurer	✓					
Carolyn Vollero Commissioner	✓					
Cherron Rountree Vice Chairman	✓					
Tony Scutari Chairman	✓					
TOTAL:	6		1		2	

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AN AGREEMENT FOR THE POSITION OF EXECUTIVE DIRECTOR AND AUTHORIZING EXECUTION THEREOF is a true copy of a resolution adopted by the governing body of the Improvement Authority on September 10, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: September 10, 2014

(SEAL)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is made and entered into as of September __, 2014, between the UNION COUNTY IMPROVEMENT AUTHORITY, a public body politic and corporate, established pursuant to N.J.S.A. 40:37A-44 *et seq.*, as amended, with its principal office at the Union County Resource Recovery Facility in Rahway, New Jersey ("EMPLOYER" or "AUTHORITY") and DANIEL P. SULLIVAN domiciled at _____, _____, New Jersey _____ ("EMPLOYEE").

WHEREAS, EMPLOYEE has held the position of Interim Executive Director since August 2013; and

WHEREAS, the AUTHORITY continues to require the services of an Executive Director by virtue of significant projects and activities which require administrative and managerial direction; and

WHEREAS, the AUTHORITY has determined to appoint Daniel P. Sullivan as the Executive Director for a term of five (5) years, effective September 10, 2014.

IT IS THEREFORE AGREED that in return for the mutual promises given and received herein, that the EMPLOYER hereby agrees to employ the EMPLOYEE as its Executive Director and the EMPLOYEE hereby accepts employment on the terms and conditions hereinafter set forth:

1. Duties - The EMPLOYEE shall serve as the EMPLOYER'S Executive Director and shall devote the time and skill reasonably necessary to perform the duties of that position as hereinafter defined. Nothing contained herein shall be construed to prohibit outside activities by the EMPLOYEE, including but not limited to concurrent employment with the Union County Utilities Authority and any other concurrent employment, for profit, recreation, public service, or

of a religious or charitable nature, which do not unreasonably conflict with or interfere with the duties hereunder.

The duties and responsibilities of the EMPLOYEE in his capacity as Executive Director shall include the duties and responsibilities as set forth herein:

The Executive Director of the AUTHORITY is the chief operating officer of the agency. The Executive Director is a leader and manager who guides the day-to-day operations, budget, and services of the AUTHORITY.

Reporting to the Commissioners, the Executive Director directs planning, finance and administration, personnel management, inter-agency collaboration, and relationships and communications with other municipalities and local, state, and Federal governments. The Executive Director is responsible for employee evaluations, procurement and other functions and services.

The Executive Director is involved directly with agency governance. The Executive Director attends all meetings of the AUTHORITY and is excluded from closed sessions only if there is a majority vote of the Commissioners to exclude the Executive Director for reasons that are stated specifically.

The EMPLOYER shall not materially change the employment duties and responsibilities described above without the written agreement of the EMPLOYEE.

2. Term - The term of this AGREEMENT shall be for a period of five (5) years effective September 10, 2014.

After the expiration of this AGREEMENT, this AGREEMENT may, by mutual consent of the EMPLOYER and EMPLOYEE, may continue on a month-to-month basis or upon such other terms and conditions as EMPLOYER and EMPLOYEE may mutually agree. Notwithstanding anything else to the contrary contained herein, the EMPLOYEE may, at his sole option, terminate this AGREEMENT upon reasonable notice to the EMPLOYER, such notice to be not less than forty-five (45) days.

3. Compensation - The EMPLOYER shall pay and the EMPLOYEE shall accept as full consideration for the services to be rendered hereunder compensation consisting of the following:

(A) Upon the commencement of this AGREEMENT, EMPLOYEE shall be compensated at the rate of Ninety-Four Thousand Dollars and Zero Cents (\$94,000.00) per annum.

EMPLOYEE's salary shall be paid in twenty-six installments (every two weeks), subject to appropriate deductions for taxes and pension contribution.

(B) Pension - The EMPLOYER shall take any and all actions necessary for EMPLOYEE's enrollment and/or continuance in the New Jersey Public Employees' Retirement System (PERS), including but not limited to making the EMPLOYER's required contributions commensurate with EMPLOYEE's salary and payment of all premiums for life insurance and death benefits in accordance with the program available to members of the PERS.

(C) Health Insurance - EMPLOYEE shall receive the same health, major medical, and dental and other health care benefits as are currently provided to employees employed by the AUTHORITY and/or the County of Union together with such improvements in said benefits as may be provided to said employees during the term of this AGREEMENT.

(D) Vacations, Holidays, Compensatory Time, Longevity Payments, Personal and Sick Days - EMPLOYEE shall receive the same level of vacation, holidays, compensatory time, longevity payments, personal days, sick days and the accrual and compensation thereof, as are currently provided to employees of the County of Union, together with such improvements in said benefits as may be provided to said employees during the term of this AGREEMENT. EMPLOYEE shall be entitled to full compensation for the value of up to five (5) unused vacation

and sick days, pursuant to Union County policy, at such as time there is a separation of service and/or termination of this AGREEMENT for any reason.

4. Professional Assistance and Office Location - EMPLOYER shall provide EMPLOYEE with such clerical, technical, and professional services and assistance as may be reasonably necessary to the performance of EMPLOYEE's duties hereunder and suitable to him position, including but not limited to, the assignment to the EMPLOYEE of a competent and efficient secretary, and also bookkeeping and accounting services as needed. The EMPLOYER shall provide and maintain suitable offices for the use of the EMPLOYEE and his staff in order that the day to day activities of the EMPLOYER can be efficiently undertaken and completed.

5. Reimbursement of Expenses - EMPLOYER shall promptly reimburse or advance to EMPLOYEE expenses reasonably incurred by EMPLOYEE in the performance of his duties hereunder. Such reimbursement shall be subject to the approval of the Board of Commissioners of the AUTHORITY. EMPLOYEE shall present to EMPLOYER, from time to time, an itemized accounting of such expenses consistent with the AUTHORITY'S policies and procedures. Such expenses shall include, but not be limited to, the reasonable costs of attending professional association conventions and meetings from time to time.

6. Indemnification - EMPLOYER shall indemnify, defend, and hold EMPLOYEE harmless for any claim(s) arising from an act or omission of the EMPLOYEE, or any act or omission by the EMPLOYER, its members, employees and representatives within the scope of the performance of EMPLOYEE's duties. The AUTHORITY may refuse to provide for the defense of an action if it determines that:

- A) The act or omission was not within the scope of employment; or

B) The act or omission was the result of actual fraud, willful misconduct or actual malice; or

C) The defense of the action or proceeding by the AUTHORITY would create a conflict of interest between the AUTHORITY and the EMPLOYEE or former employee.

This Paragraph 6 shall survive termination of this AGREEMENT.

7. Termination - EMPLOYER shall not abolish or alter EMPLOYEE's position or duties, and EMPLOYEE shall not be discharged, disciplined, reprimanded, reduced in status, rank or compensation, or deprived of any professional or employment advantage, or given any adverse evaluation of his performance without just cause.

8. Waiver of Breach - The failure of either party to require the performance of any term or condition of this AGREEMENT shall not prevent a subsequent enforcement of any such term or be deemed to be waiver of any subsequent breach. The non-breaching party shall not be deemed to have waived any breach of the other party nor any of the non-breaching party's rights attributable to that breach, unless the non-breaching party executes a specific, dated, written waiver.

9. Assignment - The rights and obligations under this AGREEMENT shall inure to the benefit and burden of, and shall be binding upon, the successors in interest and assigns of the EMPLOYER. EMPLOYEE shall be entitled to assume the same or substantially similar position and duties of any successor in interest or assign of the EMPLOYER upon the terms and conditions contained herein. Additionally, any rights that EMPLOYEE may have with respect to accrued employee benefits, including, but not limited to, vacation, holidays, compensatory time, longevity payments, personal days, and sick days, shall inure to the benefit of the estate of the EMPLOYEE in the event of his death.

10. Governing Law - The terms of and performance under this AGREEMENT shall be governed by the law of the State of New Jersey.

11. Notices - Any notice required or desired to be given under this AGREEMENT shall be given in writing and sent by certified mail to EMPLOYEE'S residence, which is _____ or to EMPLOYER'S principal office.

12. Entire Agreement - This instrument contains the entire understanding of the parties respecting the employment of EMPLOYEE, and there are no representations, warranties, or commitments, except as set forth herein. This AGREEMENT may be amended only by an instrument in writing executed by the parties hereto.

13. Headings - Section and other headings contained in this AGREEMENT are for reference purposes only and shall not effect in any way the meaning or interpretation of this AGREEMENT.

14. Savings Clause - Should any valid federal or state law or final determination of any court or administrative agency affect any provision of this AGREEMENT, the provision or provisions so affected shall be automatically conformed to the law or determination and otherwise, this AGREEMENT shall continue in full force and effect.

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IN WITNESS WHEREOF, EMPLOYER has, by its authorized representative, signed
and affected its seal, and EMPLOYEE has signed this AGREEMENT.

FOR:

UNION COUNTY IMPROVEMENT
AUTHORITY

BY:  _____

FOR:

EMPLOYEE


DANIEL P. SULLIVAN

DATE: _____

SEAL:

ATTEST:

WITNESS:

JOHN SALERNO, SECRETARY
