



Resolution No. 62-2025
 Adoption Date Sept. 9, 2025

Sufficiency of Funds Pete Taylor
 Form and Legality Luis Rainone

RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE UNION COUNTY IMPROVEMENT AUTHORITY AND THE DENTAL HEALTH ASSOCIATES, P.A.

WHEREAS, Dental Health Associates, P.A. (hereinafter “DHA”), at all relevant times has been a tenant of 200 West 2nd Street, Plainfield, New Jersey, 07060;

WHEREAS, Union County Improvement Authority (hereinafter “UCIA”), is a government entity formed and operating under the laws of the State of New Jersey, with Offices located 10 Elizabethtown Plaza 5th floor, Elizabeth, New Jersey 07207;

WHEREAS, UCIA filed two (2) lawsuits against DHA in the New Jersey Superior Court, Union County. One lawsuit in the Law Division, under Civil Action No. UNNL-01875-25 and captioned UNION COUNTY IMPROVEMENT AUTHORITY v. DENTAL HEALTH ASSOCIATES, P.A., et al., alleging, inter alia, deliberate non-payment of rents owed by DHA, and one lawsuit in the Special Civil Division, under Special Civil Action UNN-LT-001728-25 and captioned UNION COUNTY IMPROVEMENT AUTHORITY v. DENTAL HEALTH ASSOCIATES, P.A., et al., seeking the eviction of DHA and immediate possession of 200 West 2nd Street, Plainfield, New Jersey, 07060 due to DHA’s nonpayment of rent (collectively, the “Lawsuits”);

WHEREAS, DHA and UCIA entered into a settlement agreement of the aforementioned Lawsuits wherein, along with other consideration, DHA shall immediately pay a lump sum in the amount of TWO HUNDRED AND FIFTY THOUSAND AND EIGHTY SEVEN DOLLARS AND SEVENTY THREE CENTS (\$250,087.73) as full and complete satisfaction of any and all claims for rent and fees owed as well as representing a deposit of three months worth of rental charges to be held in escrow as security against future default and in exchange, UCIA agreed to dismiss the Lawsuits with prejudice and permit DHA re-entry to the leased space;

Commissioner	Motion	Second	Yes/Aye	No	Abstain	Absent
David Barnett			X			
Jonathan Boguchwal	X		X			
Steve Hockaday		X	X			
Terri Riley Hudak			X			
Andrea Mojica			X			
Ahmed Shehata						X
Jenny Davis Toth			X			
Scott Huff, Vice Chairman			X			
Christopher Kolibas, Chairman			X			



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WHEREAS, to ensure proper compliance with rental payment schedules the following language shall be incorporated into the Lease Agreement by the Settlement Agreement as follows:

Failure by Defendant to comply with any of the material obligations contained in this Agreement shall entitle the Plaintiff to give Defendant written notice specifying the nature of the default and requiring Defendant to cure such default. If such default is not cured within five (5) days after the receipt of such notice, or if such default cannot be cured, or if the Defendant does not commence and/or diligently continue actions to cure such default the Plaintiff shall be entitled, without prejudice to any of its other rights conferred by this agreement and in addition to any other remedies available to Plaintiff by law or in equity, to immediately recover the consideration provided under this Agreement and to obtain damages in both law and equity. If any actions are necessitated by Defendant's breach, Defendant agrees to reimburse Plaintiff for any and all attorney's fees and/or costs

And,

that if Defendant fails to pay rent within the grace period permitted by the Lease (five (5) days after the due date) in the future, Plaintiff may seek all legal remedies available to it, including but not limited to termination of the Lease and eviction. Defendant further acknowledges that the parties shall amend the current lease agreement to reflect that in the event of a default in the lease agreement for non-payment of rent, the Landlord shall have the right to immediately seek relief in the Superior Court of New Jersey and commence legal proceedings without further notice.

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

1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
2. The Lease Agreement between the UCIA and Dental Health Associates, P.A., shall be amended in accordance with the Settlement Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.
3. This Resolution shall take effect immediately.