

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY REJECTING ALL BIDS FOR THE  
CONSTRUCTION OF THE UNION COUNTY FAMILY  
COURT BUILDING AT CHERRY STREET, ELIZABETH,  
NEW JERSEY**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

**WHEREAS**, the Authority and the County had previously entered into a Shared Services Agreement, pursuant to which the Authority and the County agreed that the Authority would be responsible for the provision of services in connection with the construction of the new Union County Family Courts Building at 10 Cherry Street in Elizabeth, New Jersey (the "Project"); and

**WHEREAS**, on or about January 29, 2013, the Authority, in accordance with New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, published a Notice of Bids for the Project in newspapers of general circulation in the County and the State, and on its website, and made bid packages available as of that date; and

**WHEREAS**, on March 12, 2013, the Authority received eleven (11) bids for the Project, and has determined that all bids substantially exceeded the estimate for the Project; and

**WHEREAS**, it is essential that the Authority proceed with the Project and seek responsive and responsible bids that do not exceed the estimate for the Project; and

**WHEREAS**, in accordance with the N.J.S.A. 40A:11-24, the Authority is required to return the payments for the bid plans and specifications in the event the Authority rejects all bids;

**NOW, THEREFORE, BE IT RESOLVED** by the Authority as follows:

1. that all bids received on March 12, 2013 for the Project be and are hereby rejected in accordance with N.J.S.A. 40A:11-13.2, and that the bid security of the bidders be returned to them;
2. that a re-bid of the Project proceed as soon as possible;
3. that this resolution shall take effect immediately.

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

**Recorded Vote**

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

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY REJECTING ALL BIDS FOR THE CONSTRUCTION OF THE UNION COUNTY FAMILY COURT BUILDING AT CHERRY STREET, ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Authority on April 3, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
John Salerno, Secretary

Dated: April 3, 2013  
(SEAL)

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY AUTHORIZING BOND LOGISTIX LLC TO PERFORM  
ARBITRAGE AND REBATE COMPLIANCE SERVICES IN  
CONNECTION WITH CERTAIN AUTHORITY BOND ISSUES**

**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**, in 2003 and 2008, the Authority issued bonds for the City of Plainfield - Park Madison Redevelopment Project and the African American Fund of New Jersey - Plainfield Project, (the "Projects"), and pursuant to the bond documents for the Projects and the provisions of the Internal Revenue Code, the Authority is now obligated to perform calculations relating to arbitrage rebate requirements; and

**WHEREAS**, on March 6, 2013, the Authority qualified Bond Logistix LLC ("BLX") as a firm that specializes in the analysis necessary to perform such calculations for the Project bonds, and prepare and issue the required reports in accordance with the bond documents and the Internal Revenue Code; and

**WHEREAS**, on March 27, 2013, BLX submitted a proposal specific to the preparation of the calculations relating to the arbitrage rebate requirements for the Projects (the "Services") for a fee not to exceed \$3,250 per report, or a total of \$9,750; and

**WHEREAS**, the Authority has previously utilized the services of BLX and found BLX to be competent and experienced, and able to perform the Services, and therefore wishes to contract with BLX to perform the Services in a manner consistent with its proposal, a copy of which is attached hereto and made part hereof; and

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that Bond Logistix LLC is authorized to provide the services as set forth in the attached proposal for an amount not to exceed \$9,850.00; and

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

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

**Recorded Vote**

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

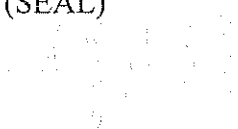
**CERTIFICATION**

I, **JOHN SALERNO**, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING BOND LOGISTIX LLC TO PERFORM ARBITRAGE AND REBATE COMPLIANCE SERVICES IN CONNECTION WITH THE AUTHORITY'S BOND ISSUES** is a true copy of a resolution adopted by the governing body of the Authority on April 3, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By: John Salerno  
John Salerno, Secretary

Dated: April 3, 2013  
(SEAL)





March 27, 2013

Erik Dingwall  
(813)872-6840  
edingwall@blxgroup.com

Union County Improvement Authority  
Union County Administration Building  
10 Elizabethtown Plaza - 6th Floor  
Elizabeth, NJ 07207

Re: Arbitrage Rebate Compliance Services

Attn Ladies & Gentleman:

This letter is to confirm the engagement of BLX Group LLC ("BLX") by the Union County Improvement Authority ("Obligor") for the purpose of performing calculations relating to the arbitrage and rebate requirements contained in the Internal Revenue Code (the "Code"). The calculations are to be performed with respect to the bond issue listed on Exhibit A hereto (the "Bonds") applying applicable federal tax rules.

BLX will calculate the amount of rebate liability with respect to the Bonds as of specific dates identified by the Obligor in advance (each such date on which a rebate calculation is performed is referred to herein as a "Rebate Calculation Date") applying regulations of the United States Department of the Treasury ("Treasury") in effect on such Rebate Calculation Date. In addition, if a "penalty in lieu of rebate" election under Code Section 148(f)(4)(C)(vii) has been made by the Obligor with respect to the Bonds, BLX will calculate, every six months, the amount of such "penalty" as of the end of each six-month period beginning on the date of issue of the Bonds (each such date on which a penalty calculation is performed is referred to herein as a "Penalty Calculation Date"). (The term "Calculation Date" as used herein shall refer to a Rebate Calculation Date or a Penalty Calculation Date, as appropriate.) In addition, if required or requested by the Obligor, BLX will include in each report delivered to the Obligor an analysis of compliance with applicable arbitrage yield restrictions.

With respect to each Calculation Date, BLX will prepare or cause to be prepared schedules reflecting the relevant calculations and the assumptions involved and will deliver a rebate or penalty liability report addressed to the Obligor as to the amount of the rebate or penalty liability as of such Calculation Date.

At the Obligor's election, which election is made by the Obligor's signature of this engagement letter, each such rebate or penalty liability report will include a legal opinion provided by the law firm, Orrick, Herrington & Sutcliffe LLP ("Orrick"). BLX will engage Orrick to provide legal oversight and review as it deems necessary to render its opinion that the computations shown in the report were performed in accordance with applicable federal law and regulations. Because BLX is an Orrick subsidiary, you may choose to consult counsel other than Orrick about the terms of this engagement.

The Obligor undertakes to provide or cause to be provided to BLX all such relevant data (the "Data"), as specified by BLX from time to time, and shall cooperate with all reasonable requests of BLX in connection therewith. BLX is authorized hereby to obtain Data held by a Trust Bank (the "Trustee") concerning funds and accounts established with regard to the bond issue of the Obligor listed on Exhibit A hereto. If available, BLX is authorized to obtain access to view and download said Data from any "online" or "internet based" system or application maintained by the Trustee for such purposes. If such systems or applications are not maintained by the Trustee BLX is authorized to request the Data from the Trustee in a format useful to BLX, and otherwise available to the Trustee. The Obligor also agrees to inform BLX of any actual or planned early redemption of the Bonds at its earliest opportunity.

BLX is not being engaged hereunder, and BLX is not hereby obligated, to undertake any of the following: (1) independently determine whether securities allocable to proceeds of the bonds were purchased at fair market value within the meaning of the Treasury Regulations; (2) perform an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds; (3) perform calculations or other research as to the



Union County Improvement Authority  
March 27, 2013

desirability of elections or selections that may be available under applicable federal tax law; (4) review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program except for rebate and penalty liability to the extent set forth in this engagement letter; (5) consider any information obtained by BLX pursuant to this engagement for any purpose other than determining such rebate and penalty liability; and (6) update any report delivered hereunder because of events occurring, changes in regulations, or data or information received, subsequent to the date of delivery of such report. Should the Obligor desire BLX to undertake any of the foregoing, such work will be the subject of a separate engagement and a separate fee, if any. In addition, BLX will be entitled to rely entirely on information provided by the Obligor and the Trustee and/or their agents and assigns without independent verification.

The fee with respect to the Bonds will be determined pursuant to Exhibit B hereto. This engagement is terminable by either party by written notice to the other, such termination to be effective immediately. BLX shall be entitled to assign its rights and obligations under this engagement in whole or in part upon prior written notice to the Obligor; provided that no such notice is required so long as Orrick retains the obligation to deliver legal opinions hereunder. No additional fees will be charged by Orrick for providing the legal services described herein. BLX will separately compensate Orrick for such services.

BLX and/or Orrick may have client relationships with other parties involved in some manner with the Bonds or the Obligor (for example, underwriters, trustees, rating agencies, insurers, credit providers, lenders, contractors, developers, advisors, investment advisors/providers/brokers, public entities and others) whether with respect to the Bonds or some unrelated matter(s). However, to the extent that a conflict-of-interest is created by this engagement, the Obligor hereby waives any such conflict.

If this engagement letter is satisfactory, please have an authorized official execute one copy and return it to the undersigned.

Very truly yours,  
BLX Group LLC

Erik Dingwall  
Managing Director

Accepted:

UNION COUNTY IMPROVEMENT AUTHORITY

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

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

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

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



*Union County Improvement Authority  
March 27, 2013*

EXHIBIT A

Description

1. \$23,140,000  
Union County Improvement Authority  
(Union County, New Jersey)  
Lease Revenue Bonds, Series 2003A (Tax-Exempt)  
(City of Plainfield-Park Madison Redevelopment Project)
2. \$7,260,000  
Union County Improvement Authority  
Mortgage Revenue Bonds Series 2008A (Tax-Exempt)  
(African American Fund of New Jersey – Plainfield Project)



Union County Improvement Authority  
March 27, 2013

EXHIBIT B

ARBITRAGE REBATE COMPLIANCE SERVICES FEE SCHEDULE

BASE FEE

<u>Service</u>	<u>Fee</u>
Report Fee for Series 2003A Calculations prepared through 5 <sup>th</sup> anniversary date: 4/3/2008	\$3,250
Report Fee for Series 2003A Calculations prepared through earlier of 10 <sup>th</sup> anniversary date or final redemption date: 4/3/2013	\$3,250
Report Fee for Series 2008A Calculations prepared through 5 <sup>th</sup> anniversary date: 3/12/2013	\$3,250



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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY AUTHORIZING A SHARED SERVICES  
AGREEMENT BY AND BETWEEN THE COUNTY OF UNION AND  
THE UNION COUNTY IMPROVEMENT AUTHORITY FOR  
WEBSITE MAINTENANCE AND SUPPORT SERVICES**

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

**WHEREAS**, the County is a body corporate and politic of the State of New Jersey, which employs an individual who maintains the County's website and provides the support necessary to the website; and

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, the County and the Authority may enter into Shared Services Agreements and do all acts and things necessary, convenient or desirable to carry out and perform such agreements, and provide for the discharge of their respective obligations thereunder; and

**WHEREAS**, the Authority requires website maintenance and support services in the furtherance of its ongoing activities, and has requested that the County provide such services (the "IT Services"); and

**WHEREAS**, the County and the Authority have determined that it will be economical, efficient, and otherwise advantageous to each of them and to the residents, ratepayers and the taxpayers of Union County to enter into a Shared Services Agreement pursuant to which the County will extend the IT Services to the Authority;

**WHEREAS**, the County and the Authority have set forth their respective rights and obligations in a Shared Services Agreement for purposes of the IT Services, in the form attached hereto and made a part hereof;

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Chairman is authorized to execute the Agreement with the County in substantially the form attached hereto; and

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

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


**Recorded Vote**

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

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF UNION AND THE UNION COUNTY IMPROVEMENT AUTHORITY FOR WEBSITE MAINTENANCE AND SUPPORT SERVICES** is a true copy of a resolution adopted by the governing body of the Improvement Authority on April 3, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
John Salerno, Secretary

Dated: April 3, 2013

**SHARED SERVICES AGREEMENT  
BY AND BETWEEN THE COUNTY OF UNION AND  
THE UNION COUNTY IMPROVEMENT AUTHORITY  
FOR WEBSITE MAINTENANCE AND SUPPORT SERVICES**

**THIS SHARED SERVICES AGREEMENT** is made on this       day of 2013, by and between the **COUNTY OF UNION**, a body politic of the State of New Jersey, located at Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as "County") and the **UNION COUNTY IMPROVEMENT AUTHORITY**, located at Union County Administration Building, 6<sup>th</sup> Floor, Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as "Authority") (the County and the Authority are sometimes referred to herein as a "Party" or the "Parties").

**WITNESSETH:**

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

**WHEREAS**, the County is a body corporate and politic of the State of New Jersey, which employs an individual who maintains the County's website and provides the support necessary to the website; and

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, the County and the Authority may enter into Shared Services Agreements and do all acts and things necessary, convenient or desirable to carry out and perform such agreements, and provide for the discharge of their respective obligations thereunder; and

**WHEREAS**, the Authority requires website maintenance and support services in the furtherance of its ongoing activities, and has requested that the County provide such services (the "IT Services"); and

**WHEREAS**, the County and the Authority have determined that it will be economical, efficient, and otherwise advantageous to each of them and to the residents, ratepayers and the taxpayers of Union County to enter into this Agreement pursuant to which the County will extend the IT Services to the Authority;

**WHEREAS**, the County and the Authority have each duly authorized their proper officials to enter into and execute this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained, the county and the Authority do hereby agree as follows:

## 1. SCOPE OF SERVICES.

A. **Duties of the County.** The County will provide website maintenance and support services to the Authority. Such services shall include, but not be limited to, the following:

- 1) A one-time over-haul of the Authority's existing website, including moving existing data from current web page. The newly designed website will run off of a preferred web host under the Authority's name.
- 2) Backup and restore email services and settings if switching to a different web hosting company is required.
- 3) Both written and in-person training on the basic operation of the website, including the ability to post and update documents.
- 4) 24/7 remote updating of website by both phone and email within a five hour timeframe, including document posting and updating.
- 5) The creation of private employee or member-only section.
- 6) The conversion of documents to read-only PDF formats, including watermarking documents.
- 7) The creation of online forms.
- 8) The provision of ongoing support and maintenance to the Authority for each of the services set forth in terms 1) through 7) set forth immediately above.

B. **Duties of the Authority.** The Authority shall at all times cooperate and provide whatever assistance and/or information is necessary to the County to perform the aforesaid services. The Authority shall cover any and all web-hosting fees they incur. The Authority shall compensate the County for the provision of services as set forth in Section 3.

C. **Exclusions.** This Scope of Services does not include the following:

- 1) Computer repair / updating / upgrading
- 2) Computer optimization / cache cleanups / virus removal
- 3) Creation of new documents and presentations
- 4) Networking / internal server related support

2. **COMMENCEMENT AND COMPLETION.** This Agreement shall commence upon execution of this Agreement by the Parties terminate upon completion of an initial term of four (4) years. At the conclusion of the initial term, the Parties shall have the option to extend the Agreement for three (3) additional years.

If the Parties agree to exercise the option to extend the Agreement, then the Monthly maintenance and support fee set forth in paragraph 3(B) below payable quarterly by the Authority may be adjusted only as mutually agreed upon in writing by the Parties. The County shall exercise the option to extend the Agreement for an additional three (3) year term by first providing notice of its intent to the Authority at least four (4) months prior to the end of the term of the Agreement. Upon the Authority's acceptance of the extension offer, the Parties shall have a period of thirty (30) days from said date to negotiate the contract maintenance fee. If the Parties do not agree to a maintenance fee for the new term within such time period, or agree to extend such time period, then the Agreement will terminate effective after such 30 day time period (as may be extended by written agreement of the Parties) has expired.

3. **PAYMENT.**

A. **Website Overhaul Fee.** The Authority shall be responsible to pay County a one time fee of \$1500 for the completion of an over-haul of the Authority's website as set forth in Section 1(A)(1) through (8) above. This fee shall be due in two (2) installments as follows.

- 1) The initial installment of \$750.00 shall be due within 30 days of the execution of this Agreement.
- 2) The second installment of \$750.00 shall be due within 30 days of the completion of the website overhaul to the satisfaction of the Authority.

B. **Maintenance Fee.** The Authority shall be responsible to pay County a monthly recurring fee for the maintenance and support services set forth in Section 1(A)(9) above in the amount of \$250 per month.

- 1) **Payment Schedule.** Payment of the maintenance and support fee to the County shall be made by the Authority quarterly, with the first payment due on or before the first day of the fourth month following the commencement of the Agreement, as follows:

JANUARY 1 <sup>st</sup>	-	MARCH 31 <sup>st</sup> :	Due APRIL 1 <sup>st</sup>
APRIL 1 <sup>st</sup>	-	JUNE 30 <sup>th</sup> :	Due JULY 1 <sup>st</sup>
JULY 1 <sup>st</sup>	-	SEPTEMBER 30 <sup>th</sup> :	Due OCTOBER 1 <sup>st</sup>
OCTOBER 1 <sup>st</sup>	-	DECEMBER 31 <sup>st</sup> :	Due JANUARY 1 <sup>st</sup>

- 2) **Invoicing.** The County shall send an invoice to the Authority reflecting the quarterly amount due at least thirty (30) days but no more than (90) days before the due date of the invoice.

4. **INSURANCE.** Each Party shall maintain general and professional liability insurance in the amount of not less than \$1,000,000/\$3,000,000 covering its activities under this Agreement and shall, upon request by the other Party, provide proof of such insurance coverage.

5. **INDEMNIFICATION.** Each Party agrees that it will indemnify and hold harmless the other from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of the indemnifying Party, its employees and agents arising out of this Agreement and its performance hereunder, except to the extent such damage or injury is caused by the negligent acts or omissions of the other Party and/or its employees and agents.

County will utilize its best efforts to maintain service under this Agreement without interruption. However, in the event interruption of service should occur for whatever reason, the Authority hereby waives and releases County from any and all liability or any other category of claim or responsibility arising out of any interruption of service or failure of the system whatever or not related to the actions of County.

6. **TERMINATION.**

A. **Termination Without Cause.** Either Party may terminate this Agreement at any time upon giving at least thirty (30) days written notice to the other Party unless the Parties mutually agree to a shorter time period. Upon termination of this Agreement, the Authority shall remit to County all fees for services provided by County to the effective date of termination.

B. **Termination For Cause.** Either Party shall have the right to terminate this Agreement in the event either Party fails to perform any of the duties, obligations or responsibilities required pursuant to this Agreement if such failure continues uncured for a period of fifteen (15) days after written notice of the failure has been provided to the breaching Party. Upon termination of this Agreement, the Authority shall remit to County all fees for services provided by County to the effective date of termination.

7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. **ASSIGNMENT.** Neither Party shall assign this Agreement without the prior written consent of the other Party.

9. **NOTICES.** All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g., Federal Express, UPS) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.

A. Notices to the County shall be given to:

Clerk of the Union County  
Board of Chosen Freeholders  
Administration Building  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207

with a copy to:  
Office of the County Counsel  
County of Union  
Administration Building  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207

B. Notices to the Authority shall be given to:

Mark Brink  
Union County Improvement Authority  
Administration Building, 6<sup>th</sup> Floor  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207

with a copy to:  
Catherine E. Tamasik, Esq.  
DeCotiis, FitzPatrick & Cole, LLP  
Glenpointe Centre West  
500 Frank W. Burr Blvd., Suite 31  
Teaneck, NJ 07666

**10. ENTIRE AGREEMENT.** This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statement concerning the subject matter hereof. This Agreement shall not be modified except by written agreement dated subsequent to the date hereof and executed by all of the Parties. The requirement for such a writing shall apply to any waiver of the requirement or a written modification pursuant to this Section and this is an essential term of this Agreement.

**11. FILING WITH COMMUNITY AFFAIRS.** A copy of this Agreement shall be filed by the County with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

**12. REPRESENTATIONS AND WARRANTIES BY BOTH PARTIES.** The Parties represent and warrant that:

- A. They have read this entire Agreement and know the contents hereof, that the terms hereof are contractual and not merely recitals; and
- B. They are fully authorized to enter into this Agreement and they have signed this Agreement of their own free act; and
- C. In making this Agreement, they have obtained the advice of legal counsel and they have taken all necessary and internal legal actions to duly approve the making and performance of this Agreement and that no further or other internal approval is necessary; and
- D. The making and performance of this Agreement will not violate any provisions of law or of their respective articles of incorporation, charter, code or bylaws; and
- E. They have adopted resolutions authorizing entry into this Agreement pursuant to N.J.S.A. 40A:65-5(a).

**13. DISPUTE RESOLUTION.**

- A. **Mediation.** In the event of any dispute under this Agreement, the Parties shall designate a mediator to assist them in resolving the dispute. In the event that the Parties cannot agree upon a mediator, the Parties shall request that the Assignment Judge of the Superior Court of New Jersey, Union County, designate such a mediator. The costs of the mediator shall be shared equally by the Parties.
- B. **Arbitration.** In the event that the Parties cannot resolve the dispute(s) pursuant to mediation, the Parties shall request that the Assignment Judge appoint a single arbitrator to arbitrate the dispute(s), pursuant to the Commercial Rules of the American Arbitration Association and the New Jersey Uniform Arbitration Act. Such arbitration shall be binding on both Parties.

**14. NO AUTOMATIC WAIVERS.** No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself, or a waiver or consent to any subsequent breach.

**15. SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall be deemed one and the same. Facsimiles of this Agreement including facsimile signatures shall be deemed the same as the original for all purposes.



IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF UNION

\_\_\_\_\_  
JAMES PELLETTIERE, CLERK  
Board of Chosen Freeholders

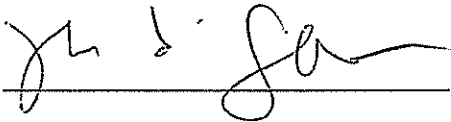
BY: \_\_\_\_\_  
ALFRED J. FAELLA  
County Manager

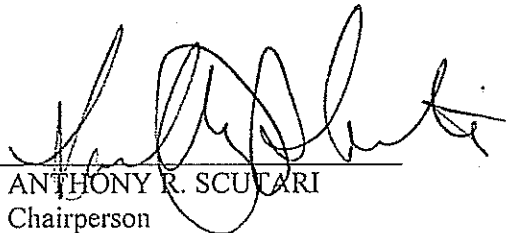
Approved as to Form:

\_\_\_\_\_  
Robert E. Barry, Esq.  
Union County Counsel

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

\_\_\_\_\_  


BY: \_\_\_\_\_  
  
ANTHONY R. SCUTARI  
Chairperson

**RESOLUTION No. 24-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CONCERNING REVIEW OF FINDINGS AND RECOMMENDATIONS OF THE LOCAL FINANCE BOARD MADE AT A MEETING OF SAID BOARD ON JANUARY 9, 2013 IN ACCORDANCE WITH N.J.S.A. 40A:5A-7 (CORRECTIONAL FACILITY PROJECT, SERIES 2013)**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Union, New Jersey (the "County"), as public body corporate and politic of the State of New Jersey (the "State") pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time; and

**WHEREAS**, several of the Authority's outstanding bond issues can be refunded to provide savings to the Authority and the Authority's client governmental agencies; and

**WHEREAS**, the Authority is desirous of undertaking such refinancing; and

**WHEREAS**, the Authority believes: (i) it is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the County; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the Authority or the County, and;

**WHEREAS**, the Authority made application, on behalf of the County, to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State (the "Local Finance Board") for the Local Finance Board's review of the financing, and positive findings were received on January 9, 2013, and the resolution of the Local Finance Board were received after March 21, 2013; and

**WHEREAS**, N.J.S.A. 40A:5A-7 requires that the governing body of the Authority within 45 days of its receipt of the Local Finance Board's findings and recommendations, shall certify by resolution to the Local Finance Board that the members thereof have personally reviewed the findings and recommendations, and

**WHEREAS**, the members of the governing body of the Authority have personally reviewed the Local Finance Board's findings and recommendations received on or after March 21, 2013 on the proposed project financing as evidenced by group affidavit of the governing body, and

**WHEREAS**, failure to comply with this requirement may subject the members of the

**WHEREAS**, failure to comply with this requirement may subject the members of the Authority to the penalty provisions of N.J.S.A. 52:27BB-52.

**NOW THEREFORE, BE IT RESOLVED** that the governing body of the Union County Improvement Authority hereby states that it has complied with the requirements of N.J.S.A. 40A:5A-7 and does hereby submit a certified copy of this resolution and the required affidavit to the Board to show evidence of said compliance.

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

**Recorded Vote**

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

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CONCERNING REVIEW OF FINDINGS AND RECOMMENDATIONS OF THE LOCAL FINANCE BOARD MADE AT A MEETING OF SAID BOARD ON JANUARY 9, 2013 IN ACCORDANCE WITH N.J.S.A. 40A:5A-7 CORRECTIONAL FACILITY PROJECT, SERIES 2013**) is a true copy of a resolution adopted by the governing body of the Improvement Authority on April 3, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By: John Salerno  
John Salerno, Secretary

Dated: April 3, 2013  
[SEAL]

GROUP AFFIDAVIT FORM  
CERTIFICATION OF GOVERNING BODY

State of New Jersey  
County of Union

We, the members of the governing body of the UNION COUNTY IMPROVEMENT AUTHORITY, being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Union County Improvement Authority.
2. We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the findings and recommendations of the Local Finance Board issued at a meeting of the Board on April 3, 2013, with respect to the proposed project financing for the issuance of refunding bonds of the Authority.

[Signature]

Anthony R. Scutari

John Salerno

Joseph Miskiewicz

Carolyn Vollero

Cheron Rountree

Linda Hines

Sebastian D=Elia

Samuel T. McGhee

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2013

Attorney-at-Law of New Jersey

[Note: The Corporate Secretary of the Authority shall set forth the reason for the absence of signature of any members of the governing body.]

This affidavit must be sent to the Division of Local Government Services, CN 803, Trenton, New Jersey 08625 within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing.



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

RICHARD E. CONSTABLE, III  
*Commissioner*

March 21, 2013

John Hudak, Esq.  
The Law Offices of John Hudak, Esq., LLC  
812 North Wood Avenue, Suite 304  
Linden, New Jersey 07036

Dear Mr. Hudak:

Enclosed please find a Local Finance Board (Board) Resolution(s) reflecting the action the Board took at the meeting held on Wednesday, January 9, 2013.

If you have any questions regarding this information, please feel free to contact me at (609) 292-4537.

Sincerely,

Patricia Parkin McNamara  
Executive Secretary  
Local Finance Board

Enclosure

cc: Charlotte DeFilippo  
Robert B. Cagnassola





State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

RICHARD E. CONSTABLE, III  
*Commissioner*

LOCAL FINANCE BOARD  
RESOLUTION

**WHEREAS**, a proposed project financing has been submitted to the Local Finance Board for review pursuant to N.J.S.A. 40A:5A-6 by the Union County Improvement Authority; and

**WHEREAS**, the Local Finance Board has held a hearing pursuant to N.J.S.A. 40A:5A-7 on January 9, 2013, to review a proposed project financing in an amount not to exceed \$5,000,000 for the issuance of Revenue Refunding Bonds (Correctional Facility Project, Series 2013); and

**WHEREAS**, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by Law, and has examined estimates, computations or calculations made in connection with such submissions and has required the production of such papers, documents, witnesses or information and taken such action which it has deemed necessary for its review of such submission;

**NOW, THEREFORE, BE IT RESOLVED** that the Local Finance Board does hereby make the following findings:

- a) that the project cost has been determined by reasonable and accepted methods;
- b) that the method proposed for the funding of the project cost, proposed or maximum terms and provision of the financing and of a proposed service contract are not unreasonable nor impracticable, and would not impose an undue and unnecessary financial burden on the local inhabitants within the Authority's jurisdiction or would not materially impair the ability to pay promptly the principal of and the interest on the outstanding indebtedness thereof or to provide essential public services to the inhabitants thereof;
- c) that the proposed or maximum terms and conditions of the sale are, in light of current market conditions for obligations of similar quality, reasonable;

**BE IT FURTHER RESOLVED** that the Local Finance Board does not deem it necessary to make any of the recommendations with regard to this project financing which the Board is authorized to make pursuant to N.J.S.A. 40A:5A-8 provided that all refunding bonds issued achieve at a minimum a 3% present value savings and that the refunding must take place within twelve months from the date of this resolution; and



Local Finance Board  
Union County Improvement Authority  
January 9, 2013

**BE IT FURTHER RESOLVED** that the Union County Improvement Authority shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Union County Improvement Authority in undertaking the financing which statement shall include the following: the name of the Union County Improvement Authority; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Union County Improvement Authority in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Union County Improvement Authority to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Union County Improvement Authority in undertaking the financing; and

**BE IT FURTHER RESOLVED** that the details of the issuance of any permanent bonds associated with this application as included in the term sheet (closing statement) shall be promptly provided to the Executive Secretary by forwarding a copy of said term sheet (closing statement); and

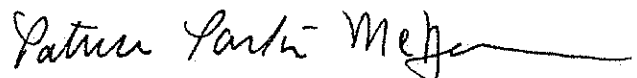
**BE IT FURTHER RESOLVED** that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of the Law and this Resolution; and

**BE IT FURTHER RESOLVED** that pursuant to N.J.S.A. 40A:5A-7, the governing body of the Authority shall provide to the Executive Secretary within 45 days of receipt of this resolution, the required Authority resolution and affidavit; and

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

APPROVED BY:  
THE LOCAL FINANCE BOARD

DATE: January 9, 2013



PATRICIA PARKIN MCNAMARA  
EXECUTIVE SECRETARY  
LOCAL FINANCE BOARD

**RESOLUTION No. 25-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CONCERNING REVIEW OF FINDINGS AND RECOMMENDATIONS OF THE LOCAL FINANCE BOARD MADE AT A MEETING OF SAID BOARD ON JANUARY 9, 2013 IN ACCORDANCE WITH N.J.S.A. 40A:5A-7 (CITY OF LINDEN 2013 REFUNDING)**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Union, New Jersey (the "County"), as public body corporate and politic of the State of New Jersey (the "State") pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time; and

**WHEREAS**, several of the Authority's outstanding bond issues can be refunded to provide savings to the Authority and the Authority's client governmental agencies; and

**WHEREAS**, the Authority is desirous of undertaking such refinancing; and

**WHEREAS**, the Authority believes: (i) it is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the County; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the Authority or the County, and;

**WHEREAS**, the Authority made application, on behalf of the County, to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State (the "Local Finance Board") for the Local Finance Board's review of the financing, and positive findings were received on January 9, 2013, and the resolution of the Local Finance Board were received after March 21, 2013; and

**WHEREAS**, N.J.S.A. 40A:5A-7 requires that the governing body of the Authority within 45 days of its receipt of the Local Finance Board's findings and recommendations, shall certify by resolution to the Local Finance Board that the members thereof have personally reviewed the findings and recommendations, and

**WHEREAS**, the members of the governing body of the Authority have personally reviewed the Local Finance Board's findings and recommendations received on or after March 21, 2013 on the proposed project financing as evidenced by group affidavit of the governing body, and

**WHEREAS**, failure to comply with this requirement may subject the members of the



Authority to the penalty provisions of N.J.S.A. 52:27BB-52.

**NOW THEREFORE, BE IT RESOLVED** that the governing body of the Union County Improvement Authority hereby states that it has complied with the requirements of N.J.S.A. 40A:5A-7 and does hereby submit a certified copy of this resolution and the required affidavit to the Board to show evidence of said compliance.

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

**Recorded Vote**

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

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CONCERNING REVIEW OF FINDINGS AND RECOMMENDATIONS OF THE LOCAL FINANCE BOARD MADE AT A MEETING OF SAID BOARD ON JANUARY 9, 2013 IN ACCORDANCE WITH N.J.S.A. 40A:5A-7 (CITY OF LINDEN 2013 REFUNDING)** is a true copy of a resolution adopted by the governing body of the Improvement Authority on April 3, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

John Salerno, Secretary

Dated: April 3, 2013

[SEAL]

GROUP AFFIDAVIT FORM  
CERTIFICATION OF GOVERNING BODY

State of New Jersey  
County of Union

We, the members of the governing body of the UNION COUNTY IMPROVEMENT AUTHORITY, being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Union County Improvement Authority.
2. We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the findings and recommendations of the Local Finance Board issued at a meeting of the Board on April 3, 2013, with respect to the proposed project financing for the issuance of refunding bonds of the Authority.

[Signature]

Anthony R. Scutari

John Salerno

Joseph Miskiewicz

Carolyn Vollero

Cheron Rountree

Linda Hines

Sebastian D=Elia

Samuel T. McGhee

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 2013

Attorney-at-Law of New Jersey

[Note: The Corporate Secretary of the Authority shall set forth the reason for the absence of signature of any members of the governing body.]

This affidavit must be sent to the Division of Local Government Services, CN 803, Trenton, New Jersey 08625 within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing.



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

RICHARD E. CONSTABLE, III  
*Commissioner*

March 19, 2013

John Hudak, Esq.  
812 North Wood Avenue, Suite 304  
Linden, New Jersey 07036

Dear Mr. Hudak:

Enclosed please find a Local Finance Board (Board) Resolution(s) reflecting the action the Board took at the meeting held on Wednesday, January 9, 2013.

If you have any questions regarding this information, please feel free to contact me at (609) 292-4537.

Sincerely,

Patricia Parkin McNamara  
Executive Secretary  
Local Finance Board

Enclosure

cc: Charlotte DeFilippo  
John Draikiwicz, Esq.





State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

RICHARD E. CONSTABLE, III  
*Commissioner*

**LOCAL FINANCE BOARD  
RESOLUTION**

**WHEREAS**, a proposed project financing has been submitted to the Local Finance Board for review pursuant to N.J.S.A. 40A:5A-6 by the Union County Improvement Authority; and

**WHEREAS**, the Local Finance Board has held a hearing pursuant to N.J.S.A. 40A:5A-7 on January 9, 2013, to review a proposed project financing in an amount not to exceed \$30,000,000 for the issuance of Refunding Bonds (City of Linden – 2013 Refunding); and

**WHEREAS**, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by Law, and has examined estimates, computations or calculations made in connection with such submissions and has required the production of such papers, documents, witnesses or information and taken such action which it has deemed necessary for its review of such submission;

**NOW, THEREFORE, BE IT RESOLVED** that the Local Finance Board does hereby make the following findings:

- a) that the project cost has been determined by reasonable and accepted methods;
- b) that the method proposed for the funding of the project cost, proposed or maximum terms and provision of the financing and of a proposed service contract are not unreasonable nor impracticable, and would not impose an undue and unnecessary financial burden on the local inhabitants within the Authority's jurisdiction or would not materially impair the ability to pay promptly the principal of and the interest on the outstanding indebtedness thereof or to provide essential public services to the inhabitants thereof;
- c) that the proposed or maximum terms and conditions of the sale are, in light of current market conditions for obligations of similar quality, reasonable;

**BE IT FURTHER RESOLVED** that the Local Finance Board does not deem it necessary to make any of the recommendations with regard to this project financing which the Board is authorized to make pursuant to N.J.S.A. 40A:5A-8 provided that all refunding bonds issued achieve at a minimum a 3% present value savings and that the refunding must take place within twelve months from the date of this resolution; and



Local Finance Board  
Union County Improvement Authority  
January 9, 2013

**BE IT FURTHER RESOLVED** that the Union County Improvement Authority shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Union County Improvement Authority in undertaking the financing which statement shall include the following: the name of the Union County Improvement Authority; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Union County Improvement Authority in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Union County Improvement Authority to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Union County Improvement Authority in undertaking the financing; and

**BE IT FURTHER RESOLVED** that the details of the issuance of any permanent bonds associated with this application as included in the term sheet (closing statement) shall be promptly provided to the Executive Secretary by forwarding a copy of said term sheet (closing statement); and

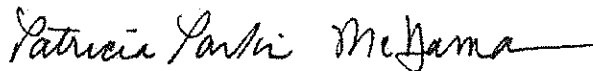
**BE IT FURTHER RESOLVED** that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of the Law and this Resolution; and

**BE IT FURTHER RESOLVED** that pursuant to N.J.S.A. 40A:5A-7, the governing body of the Authority shall provide to the Executive Secretary within 45 days of receipt of this resolution, the required Authority resolution and affidavit; and

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

APPROVED BY:  
THE LOCAL FINANCE BOARD

DATE: January 9, 2013

  
PATRICIA PARKIN MCNAMARA  
EXECUTIVE SECRETARY  
LOCAL FINANCE BOARD

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY APPROVING AND AUTHORIZING THE  
EXECUTION OF A THIRD EXTENSION TO THE TOLLING  
AGREEMENT FOR LITIGATION SEEKING TO RECOVER  
COSTS ASSOCIATED WITH THE ENVIRONMENTAL  
INVESTIGATION AND REMEDIATION OF BLOCK 449,  
LOTS 1, 2, 9, 10, 11, 12, 13, 14, 15 IN LINDEN, NEW JERSEY  
IN CONNECTION WITH THE SOUTH WOOD AVENUE  
REDEVELOPMENT PROJECT**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders ("Board"), as public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

**WHEREAS**, the Union County Improvement Authority (the "Authority") and the City of Linden ("City") entered into an Interlocal Services Agreement in January 2002, whereby the Authority is acting as the Redevelopment Agency, on behalf of the City, for the South Wood Avenue Redevelopment Area, which Interlocal Services Agreement has been amended from time to time; and

**WHEREAS**, the Authority acquired the property known Block 449, Lots 1, 2, 9, 10, 11, 12, 13, 14 and 15 in the South Wood Avenue Redevelopment Area (the "Property") through condemnation, which was settled pursuant to Resolution 98-07, adopted on November 7, 2007; and

**WHEREAS**, on or about July 24, 2007, the Authority filed a complaint against the former Property owners and occupants (the "Defendants") in the New Jersey Superior Court, Union County-Law Division, wherein the Authority sought, among other things, to recover from Defendants the costs associated with the environmental investigation and remediation of the Property in a lawsuit captioned Union County Improvement Authority v. Artaki, LLC, et al., Docket No. UNN-L-2572-07 (the "Environmental Litigation"); and

**WHEREAS**, in order to allow the environmental investigation and remediation of the Property to proceed, and to save the parties from presently expending resources on the Environmental Litigation, the Authority and Defendants desire to dismiss without prejudice the claims that each raised in the Environmental Litigation, and to toll all applicable statutes of limitation, statutes of repose, and all other time related defenses associated with the Environmental Litigation

(including, but not limited to laches, waiver, and estoppel), that relate to their respective claims; and

**WHEREAS**, on or about June 12, 2008, the Authority and the Defendants executed an agreement tolling the Environmental Litigation (the "Tolling Agreement") for a period that ended on or about June 12, 2009 and the Tolling Agreement provided for the tolling period to be extended by the mutual consent of the parties in writing; and

**WHEREAS**, on January 1, 2010, the Authority and the Defendants executed an extension of the agreement tolling the Environmental Litigation (the "Extension of the Tolling Agreement") for a period that ended on or about December 31, 2011 and the Extension of the Tolling Agreement provided for the tolling period to be extended by the mutual consent of the parties in writing; and

**WHEREAS**, the Authority has been actively pursuing the remediation of the Property, including most recently excavating lead impacted soil and the removal of ten (10) underground storage tanks and anticipated the need to conduct monitoring of potential contaminated groundwater; and

**WHEREAS**, the Authority and Defendants agreed to a further extension of the Tolling Agreement for a period of one (1) year ending on or about December 31, 2012; and

**WHEREAS**, the Authority and Defendants have agreed to a further extension of the Tolling Agreement for a period of one (1) year ending on or about December 31, 2013.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Authority that it hereby approves and authorizes the execution of a second extension to the Tolling Agreement in the Environmental Litigation of the Property located in the South Wood Avenue Redevelopment Area; and

**BE IT FURTHER RESOLVED**, that the Board of Commissioners of the Authority hereby authorize counsel for the Authority for this matter to execute all documents and take all actions necessary to effectuate the second extension of the Tolling Agreement; 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, Chairman	✓			
Joseph W. Miskiewicz, V. Chairman	✓			
John Salerno, Secretary	✓			
Cherron Rountree, Treas.	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Carolyn Vollero, Member				✓
Samuel T. McGhee, 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 AND AUTHORIZING THE EXECUTION OF AN EXTENSION TO THE TOLLING AGREEMENT IN LITIGATION SEEKING TO RECOVER COSTS ASSOCIATED WITH THE ENVIRONMENTAL INVESTIGATION AND REMEDIATION OF BLOCK 449, LOTS 1, 2, 9, 10, 11, 12, 13, 14, 15 IN LINDEN, NEW JERSEY IN CONNECTION WITH THE SOUTH WOOD AVENUE REDEVELOPMENT PROJECT** is a true copy of a resolution adopted by the governing body of the Improvement Authority on April 3, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
John Salerno, Secretary

Dated: April 3, 2013

[SEAL]

1550151



**RESOLUTION NO. 27-2013**

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO UNDERTAKE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ENGINEERING AND RELATED PROFESSIONAL SERVICES, INCLUDING, BUT NOT LIMITED TO, RENEWABLE ENERGY, ENERGY AGGREGATION AND ENERGY SAVINGS PROGRAMS**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has previously introduced and completed innovative and award winning renewable energy programs for the benefit of Union County municipalities and school boards; and

**WHEREAS**, the Authority intends to again offer these and other initiatives (the "Programs") that will require services to be provided by professional engineering firms as well as related professional services pertaining to renewable energy and energy efficiency; and

**WHEREAS**, it is the Authority's intent to issue Requests for Qualifications and Proposals pursuant to N.J.S.A. 19:44A-20.1 *et seq.* to procure the services of one or more qualified engineering firms to assist with the implementation of the Programs; and

**WHEREAS**, the Authority continues to maintain its commitment and strict adherence to State law regarding selection of firms to provide professional services while adhering to limitations and regulations on the type and amount of political contributions made by such firms;

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director and General Counsel are hereby directed and authorized to prepare Requests for Statements of Qualifications and Proposals for professional service contracts which may be awarded to engineering firms for energy related projects as set forth above; and

**BE IT FURTHER RESOLVED** that the Executive Director and General Counsel are directed to review Statements of Qualification and Proposals with a continuing focus on compliance with "the New Jersey Local Unit Pay to Play Law" N.J.S.A. 19:44A-20.5 *et seq.* in order to ensure that each such firm is in compliance therewith.

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

**Recorded Vote**

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

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO UNDERTAKE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ENGINEERING AND RELATED PROFESSIONAL SERVICES, INCLUDING, BUT NOT LIMITED TO, RENEWABLE ENERGY, ENERGY AGGREGATION AND ENERGY SAVINGS PROGRAMS** is a true copy of a resolution adopted by the governing body of the Authority on April 3, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
JOHN SALERNO, Secretary

Dated: April 3, 2013

[SEAL]

**RESOLUTION NO.: 28-2013**

Member Mushewron introduced and moved the adoption of the following resolution and Member Hayhoe seconded the motion.

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
REQUESTING LATE APPROVAL OF THE UNION COUNTY  
IMPROVEMENT AUTHORITY'S 2013 BUDGET**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders 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 is required to submit its budget for 2013 (the "2013 Budget") to the Director of the Division of Local Government Services for review and approval; and

**WHEREAS**, due to various closings on project financings the Authority was undertaking over the course of the last year which required significant attention from Authority staff and conflicts that arose in scheduling of several of the Authority's monthly board meetings, the Authority was not able to make a timely submission of its 2013 Budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the Union County Improvement Authority hereby respectfully requests the Director of the Division of Local Government Services to review and approve its 2013 Budget.

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

**Recorded Vote**

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

**CERTIFICATION**

I, **JOHN SALERNO**, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION FOR THE UNION COUNTY IMPROVEMENT AUTHORITY REQUESTING LATE APPROVAL OF THE UNION COUNTY IMPROVEMENT AUTHORITY'S 2013 BUDGET** is a true copy of a resolution adopted by the governing body of the Improvement Authority on April 3, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
John Salerno, Secretary

Dated: April 3, 2013

(SEAL)

