

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
MINUTES

Wednesday, December 14, 2022, 6:00 PM

(Held via Zoom)

+1 929 436 2866 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799
+1 646 931 3860
+1 669 900 6833
+1 253 215 8782
+1 346 248 7799
+1 669 444 9171
+1 309 205 3325
+1 719 359 4580
+1 386 347 5053
+1 564 217 2000
+1 305 224 1968
+1 360 209 5623
+1 507 473 4847
+1 689 278 1000
+1 253 205 0468

Meeting ID: 874 0734 7937

Passcode: 5886835129

Middlesex County Improvement Authority Office

101 Interchange Plaza, Second Floor, Cranbury (South Brunswick), New Jersey

1. **CALL TO ORDER/SALUTE TO FLAG:** Meeting was called to order by Chairman Nolan at 6:00 p.m.

2. **ROLL CALL OF OFFICERS**
James P. Nolan Present
Paul Abbey Present
Christine D’Agostino Present
Tashilee Vazquez Present
Lois Yukna Present
Others Present: Executive Director H. James Polos, General Counsel Carol Berlen, Esq., Chief Financial Officer William Brennan, Defense Counsel Ben Haftel, and George Devaney of Keyword Associates.

3. **SUNSHINE LAW STATEMENT:** Carol Berlen, Esq. read the following statement into the record: “This meeting today conforms with Chapter 231, P.L. 1975 called the ‘Open Public Meeting Act’ and as per the requirements of the statute, notification of the

meeting was published in the Star Ledger and Home News Tribune and filed with the Clerk of Middlesex County.”

4. **COMMITTEE REPORTS**

a) Recycling: Executive Director Polos gives update on recycling, advising that the program continues to move along and a conversation with the County took place regarding new education initiatives to further educate residents regarding proper recycling methods.

5. **CORRESPONDENCE**

No correspondence.

6. **OLD BUSINESS**

No old business.

7. **NEW BUSINESS**

a) Train Station: Executive Director Polos gives update on the train station advising that the MCIA should be receiving within the next few days its actual official 10% approval letter from NJ Transit. Mr. Polos further advises that successful meetings have taken place and will continue to take place regarding design plans and making progress.

8. **DISCUSSION OF RESOLUTIONS**

Carol Byrnes confirms that all resolutions have been posted to the MCIA website. Chairman Nolan advises that the resolutions 8(a) through 8(cc) are available for view on the website and will not be read individually into the record.

8(a) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR NEW BRUNSWICK TRAIN STATION PROJECT

8(b) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY ADOPTING THE 2023 BUDGET FOR GENERAL OPERATIONS AND CAPITAL OPERATIONS

8(c) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY ADOPTING THE 2023 AUTHORITY’S OPERATIONAL BUDGET

8(d) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY ADOPTING THE 2023 BUDGET FOR GOLF COURSE OPERATIONS

8(e) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY ADOPTING THE 2023 BUDGET FOR THE ROOSEVELT CARE CENTER FACILITIES

- 8(f) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY ADOPTING THE 2023 BUDGET FOR NORTH BRUNSWICK TRAIN STATION PROJECT
- 8(g) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY ADOPTING THE 2023 BUDGET FOR CARTERET PARKING GARAGE OPERATIONS
- 8(h) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY ADOPTING THE 2023 BUDGET FOR NEW BRUNSWICK CANCER CENTER PARKING GARAGE PROJECT OPERATING BUDGET
- 8(i) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY QUALIFYING PROVIDERS FOR PROFESSIONALS AND OTHER SERVICES FOR APPOINTMENT PURSUANT TO FAIR AND OPEN PROCESS
- 8(j) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDING CONTRACT FOR THIRD-PARTY WORKERS COMPENSATION CLAIM ADMINISTRATION, MANAGED CARE AND LOSS CONTROL SERVICES
- 8(k) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDING CONTRACT FOR LEGAL SERVICES – PROFESSIONAL LIABILITY AND GENERAL LIABILITY DEFENSE
- 8(l) [RESERVED]
- 8(m) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDING CONTRACT FOR ARBITRAGE REBATE SERVICES
- 8(n) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDING CONTRACT FOR FINANCIAL ADVISORY SERVICES AND AS CONTINUING DISCLOSURE AGENT
- 8(o) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDING CONTRACT FOR AUDITING SERVICES
- 8(p) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDING CONTRACT FOR BOND COUNSEL SERVICES
- 8(q) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDING CONTRACT FOR ENGINEERING SERVICES – GENERAL OPERATIONS

- 8(r) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDDING CONTRACT FOR LEGAL COUNSEL – GENERAL OPERATIONS
- 8(s) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDDING CONTRACT FOR INSURANCE PRODUCER SERVICES
- 8(t) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AWARDDING CONTRACT FOR PUBLIC RELATIONS SERVICES
- 8(u) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY APPROVING ANNUAL RE-APPOINTMENT OF EXECUTIVE DIRECTOR
- 8(v) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AUTHORIZING TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) AS THE EMPLOYEE FLEXIBLE SPENDING BENEFITS PLAN ADMINISTRATOR FOR 2023 THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY FOR ROOSEVELT CARE CENTER FACILITIES
- 8(w) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE CARTERET PARKING GARAGE SHARED SERVICES MAINTENANCE AGREEMENT WITH THE BOROUGH OF CARTERET
- 8(x) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY APPROVING THE 2023 MCUA SHARED SERVICES AGREEMENT REGARDING HR DIRECTOR
- 8(y) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY TO RENEW EXCESS WORKERS COMPENSATION INSURANCE POLICY
- 8(z) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY APPROVING SETTLEMENT AGREEMENT AND RELEASE
- 8(aa) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AUTHORIZING RENEWAL OF COMPLIANCE PROGRAM AT THE ROOSEVELT CARE CENTER FACILITIES WITH COMPLIANCE CONSULTING GROUP LLC SERVICES
- 8(bb) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY ESTABLISHING BOARD OF COMMISSIONERS MEETING DATES FOR THE CALENDAR YEAR 2023

8(cc) RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY FOR PAYMENT OF EXPENSES

9. **APPROVAL OF MINUTES**

a) Motion for approval of the Minutes of the Agenda Session and Regular Meeting of November 9, 2022 made by Commissioner D'Agostino; seconded by Commissioner Abbey. Approved by unanimous vote.

10. **PUBLIC COMMENTS ON RESOLUTIONS**

No public comments.

11. **APPROVAL OF RESOLUTIONS**

Motion to approve resolutions made by Commissioner D'Agostino; seconded by Commissioner Vasquez. Approved by unanimous vote.

12. **PAYMENT OF VOUCHERS**

Motion to approve payment of expenses made by Commissioner D'Agostino; seconded by Commissioner Abbey. Approved by unanimous vote.

13. **PUBLIC SESSION**

No public comments.

14. **EXECUTIVE SESSION**

a) Pending litigation: All Commissioners have reviewed memorandum summary and are satisfied with its contents; therefore, no Executive Session takes place.

15. **ADJOURNMENT**

Motion to adjourn made by Commissioner D'Agostino; seconded by Commissioner Abbey. Meeting adjourned by Chairman Nolan.

**RESOLUTION OF THE
MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
APPROVING MEMORANDUM OF UNDERSTANDING WITH NEW JERSEY
TRANSIT CORPORATION FOR IMPROVEMENTS TO THE
NEW BRUNSWICK TRAIN STATION**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the “Authority”) was held on December 14, 2022; and

WHEREAS, pursuant to the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., the Authority is empowered to improve, further and promote the tourist industries and recreational attractiveness of the County of Middlesex (the “County”) through the planning, acquisition, construction, improvement, maintenance and operation of facilities for the recreation and entertainment of the public; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the New Brunswick Train Station (the “Station”) is a fully operational train station situated at the corner of French and Albany Streets between Easton Avenue and George Street in the City of New Brunswick (“New Brunswick”) State of New Jersey; and

WHEREAS, the station was originally constructed in 1903 by the Pennsylvania Railroad and is listed in the National Register of Historic Places; and

WHEREAS, the station operates along the Northeast Corridor (NEC), with New Jersey Transit and the National Railroad Passenger Corporation (“Amtrak”) providing rail service to and from the Station; and

WHEREAS, the Station is designated as a high-speed rail corridor and considered an urban transit hub servicing the greater Central New Jersey area, including Rutgers University; and

WHEREAS, the Station also provides services including but not limited to NJ Transit bus operations, Rutgers Campus buses, as well as local shuttles and transportation services; and

WHEREAS, due to these extensive services, the Station currently experiences a high volume of passenger demand for rail and bus services in the New Brunswick area which is

expected to increase with the opening of the nearby New Jersey Innovation and Technology Hub and the Morris Cancer Pavilion as well as the general regional growth of Middlesex County; and

WHEREAS, this has resulted in increased demand and further strain on the Station's historic facilities including but not limited to general congregation areas, lavatories, platforms and other features; and

WHEREAS, New Jersey Transit Corporation ("N.J. Transit") is an organization dedicated to public transportation in the State of New Jersey; and

WHEREAS, the Station is being improved for the joint benefit among others, the County, New Brunswick, the MCIA, Amtrak and NJ Transit, which has agreed to assist the MCIA with improvements to the station and has agreed to partner with the Authority to assist in the development of the Station; and

WHEREAS, N.J. Transit requested the Authority to manage the concept design phase of this Station on behalf of the County and NJ Transit, and may procure and manage an engineering and/or design firm to conduct, develop and produce a preliminary and final engineering design of the Station and to retain, as necessary, construction services to build ("Project"); and

WHEREAS, NJ Transit will retain review and approval rights for the Project, such that future agreements will not be made until NJ Transit has reviewed and approved deliverables, including design and procurement documents, associated with the Project; and

WHEREAS, the New Jersey State Legislature has appropriated monies through the New Jersey Debt Defeasance and Prevention Fund to NJ TRANSIT and \$45 million dollars (\$45,000,000.00) shall be allotted for the Project, subject to the approval of the Director of Budget and Accounting; and

WHEREAS, NJ Transit's financial obligation shall be limited to that above referenced \$45 million dollars (\$45,000,000.00); and

WHEREAS, NJ TRANSIT and the MCIA may execute separate funding agreements to provide for the reimbursement of expenses associated with the services MCIA will provide the Project; and

WHEREAS, the Parties represent that they are authorized by law to enter into this Agreement.

WHEREAS, the Authority would like to approve a Memorandum of Understanding (the "MOU") with N.J. Transit in connection with the Project in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby approves the Project.
2. The Authority approves the MOU with N.J. Transit Corporation in substantially the form attached with such changes as shall be approved by the Chairman, Executive Director, and on advice of counsel.
3. The Authority authorizes the Executive Director, Chairman, or Vice-Chairman to execute the MOU with N.J. Transit in the form so approved.
4. The Authority authorizes the Chairman or his designee to take all acts reasonable and necessary to participate in the Program and undertake the responsibilities.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**MEMORANDUM OF UNDERSTANDING
BETWEEN NEW JERSEY TRANSIT CORPORATION
AND
THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
FOR IMPROVEMENTS TO THE NEW BRUNSWICK TRAIN
STATION**

This Memorandum of Understanding ("MOU") executed this ____ day of _____, 2022 is between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, having offices at One Penn Plaza East, Newark, New Jersey 07105 ("NJ TRANSIT") and the Middlesex County Improvement Authority of Middlesex County, New Jersey, having its office at 101 Interchange Plaza, Cranbury, New Jersey 08512 ("MCIA"). NJ TRANSIT and MCIA may collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, the New Brunswick Train Station ("Station") is a fully operational train station situated at the corner of French and Albany Streets, between Easton Avenue and George Street in the City of New Brunswick, ("New Brunswick") State of New Jersey; and

WHEREAS, the Station was originally constructed in 1903 by the Pennsylvania Railroad and is listed on the National Register of Historic Places; and

WHEREAS, the Station operates along the Northeast Corridor (NEC), with NJ TRANSIT and the National Railroad Passenger Corporation ("Amtrak") providing rail service to and from the Station; and

WHEREAS, the Station is designated as a high-speed rail corridor and considered an urban transit hub servicing the greater Central New Jersey area, including Rutgers University; and

WHEREAS, the Station also provides services, including, but not limited to, NJ TRANSIT bus operations, Rutgers Campus buses, as well as local shuttles and transportation services; and

WHEREAS, due to these extensive services, the Station currently experiences a high volume of passenger demand for rail and bus service in the New Brunswick area; and this volume of both inbound and outbound traffic is anticipated to increase with the opening of the nearby New Jersey Innovation and Technology Hub, as well as the Jack and Sheryl Morris Cancer Pavilion, and the general regional growth of Middlesex County, NJ; resulting in increased demand and further strain on the Historic Station's facilities including but not limited to general congregating areas, lavatories, platforms, and other features; and

WHEREAS, the parties propose internal and external improvements to the Station, which may include the addition of new transportation complex ("Project") components for the purpose of providing better access to the region's transportation centers and increase economic

opportunities and investments for the residents of New Brunswick and the County of Middlesex ("County"); and

WHEREAS, the Station is being improved for the joint benefit of, among others, the County, New Brunswick, the MCIA, Amtrak, and NJ TRANSIT, which has agreed to assist the MCIA with improvements to Station; and

WHEREAS, the MCIA will manage the concept design phase of this Station on behalf of the County and NJ TRANSIT, and will procure and manage an engineering and/or design firm to conduct, develop and produce a preliminary and final engineering design of the Station and to retain, as necessary, construction services to build ("Project"); and

WHEREAS, NJ TRANSIT will retain review and approval rights for the Project, such that future commitments and agreements will not be made until NJ TRANSIT has reviewed and approved deliverables, including design and procurement documents associated with the Project; and

WHEREAS, the New Jersey State Legislature has appropriated monies through the New Jersey Debt Defeasance and Prevention Fund to NJ TRANSIT and forty-five million dollars (\$45,000,000.00) shall be allotted for the Project, subject to approval of the Director of Budget and Accounting; NJ TRANSIT's financial obligation shall be limited to that above-referenced forty-five million dollars (\$45,000,000.00); and NJ TRANSIT and the MCIA may execute separate funding agreements to provide for the reimbursement of expenses associated with the services MCIA will provide the Project; and

WHEREAS, the MCIA shall or shall cause the County to provide or pursue additional funding through a variety of sources in the event that costs exceed the above-referenced forty-five million dollars (\$45,000,000.00;) and

WHEREAS, the Parties represent that they are authorized by law to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and specifically incorporating the above recitals into this Agreement and agreeing to be bound by the same as if fully set forth below, the MCIA and NJ TRANSIT intending to be legally bound, hereby agree as follows:

I. SCOPE OF WORK

A. The Project

The Project shall consist of internal and external improvements to the Station, which may include, but not be limited to, renovations to the historic station, westbound and eastbound platforms, transfer pedestrian passage, tunnel beneath the tracks, site work and landscaping; new waiting areas, entrances, signage, trainway equipment, building equipment, vertical circulation elements; and other site elements. The Project will exclude assets that are being improved currently by NJ TRANSIT, federally funded assets with remaining useful life, and assets renovated recently.

B. Project Phase

1. The Project will consist of the following six (6) phases: 1) Concept Design, 2) Preliminary Engineering, 3) Final Design and Final Engineering, , 4) Construction Assistance Services, 5) Construction Management Services, and 6) Construction Services. Each individual phase of the Project shall be known as a "Project Phase".

2. Prior to initiating the First Project Phase, MCIA shall prepare a Project Scope of Work with Prioritization of Work and Cost Estimate equal to forty-five million dollars (\$45,000,000.00) or less including a thirty percent (30%) contingency for NJ TRANSIT's review and approval. Prior to initiating each Project Phase, MCIA shall prepare the scope of work, independent cost estimate and detailed schedule of the Project Phase for NJ TRANSIT's review and approval.

3. The Parties shall execute a Funding Agreement for each Project Phase prior to its commencement. Payments for each Project Phase will be in accordance with Section III herein and the terms of the Funding Agreement.

II. OBLIGATIONS OF THE PARTIES

A. Obligations of MCIA

1. MCIA will serve as project manager overseeing the design and construction of the Project on behalf of the Parties.

2. MCIA will procure the services of a qualified and knowledgeable consultant with the qualifications to provide and coordinate preliminary design and pre-construction services to advance the design and construction phases of this Project. MCIA shall provide the Request for Proposals (RFP) for such consultant to NJ TRANSIT for its approval prior to its issuance. The consultant will provide/coordinate the following services: Various phases of design, project schedule, project bid documents, cost estimates, environmental permitting documents, environmental documents to secure EO215 approvals, construction assistance services, and any other services associated with the design of the Project. MCIA shall provide the final RFP to NJ TRANSIT for its approval prior to issuance. NJ TRANSIT will be a participant in the consultant selection process, including through the review and approval of responsive proposals. MCIA shall procure a separate Construction Management Services consultant to provide services of construction inspections during construction. MCIA will also procure the construction services contract for construction of the improvements separately from the aforementioned procurements.

3. MCIA will procure all services in a manner consistent with federal law (if applicable), New Jersey State law and the requirements that govern the use of NJ Debt Defeasance and Prevention Fund Monies including, but not limited to those requirements contemplated in Exhibit A. MCIA shall provide copies of certificates or proof of insurance by its and all its contractors and subcontractors to NJ TRANSIT upon contract award.

4. MCIA will manage the contracted firms to oversee the Project on behalf of MCIA and NJ TRANSIT.

5. MCIA shall have the sole and exclusive responsibility for coordinating with Amtrak on matters that impact (or have the potential to impact) Amtrak's operations and/or property; and MCIA shall have the sole and exclusive responsibility for any and all costs resulting therefrom. In the event that reimbursement costs from NJ TRANSIT to MCIA exceed the above-referenced forty-five million dollars

(\$45,000,000.00), the MCIA shall or shall cause the County to provide or pursue additional funding through a variety of sources.

6. When preliminary and final design deliverables are completed, MCIA shall submit those deliverables to NJ TRANSIT for review and approval.

7. MCIA shall or shall cause its contractor(s) to incorporate NJ TRANSIT's comments into all plans, drawings and specifications prepared for this Project ("Documents"). MCIA shall require and cause its contractor(s) to assume full responsibility for errors or omissions in such Documents and at such insurance levels and liability requirements as determined by NJ TRANSIT, MCIA and National Railroad Passenger Corporation ("Amtrak"). NJ TRANSIT and MCIA assume no responsibility for and make no representation or warranties, express or implied, as to the design, condition, workmanship or adequacy of the Documents or the Project.

8. MCIA will have responsibility to secure all environmental approvals, permits and/or reviews that are required and shall coordinate with all relevant oversight authorities. Responsibility for environmental remediation activities associated with each Project Phase will be addressed in the Funding Agreement for that Project Phase. MCIA shall also ensure that there is a public participation process in the construction of the Project.

9. MCIA will timely review, approve and cause to make payment against invoices submitted by consultants or other third parties providing services in response to the RFP in a form approved by NJ TRANSIT. MCIA will then submit such invoices to NJ TRANSIT for payment after addressing any questions or issues that may be observed in the said invoices. MCIA will indicate its review and approval of each invoice in a manner acceptable to NJ TRANSIT and consistent with the Generally Accepted Accounting Principles. NJ TRANSIT will not be responsible for late payment fees, interest or penalties incurred by MCIA.

10. MCIA will be responsible for providing NJ TRANSIT's project representative with regular written updates regarding the progress of the Project, which will be provided no less often than once each month. In addition, MCIA and NJ TRANSIT will meet to consult regarding the Project on a periodic basis and as requested by either of the Parties. MCIA shall, in good faith, include the comments made by NJ TRANSIT's project representative in *the* final design of the Project.

11. Prior to any public outreach, MCIA shall seek NJ TRANSIT's approval of the proposed information to be presented.

12. Insurance.

a. MCIA, its contractor(s) and subcontractor(s) shall procure and maintain until issuance of the Final Certificate of Payment the types of insurance required by the Amtrak.

b. In addition, MCIA, its contractor(s) and subcontractor(s) shall also maintain the insurance required by NJ TRANSIT as follows:

i. Commercial General Liability. MCIA shall require its Consultants and Contractor(s) ("Contractor") to procure and maintain during the life of this Agreement, the following :

Commercial Insurance Required Minimums

Prior to the execution of this contract by NJ TRANSIT and before commencing any performance hereunder, the Contractor shall maintain and pay all premiums on the policies of insurance for coverages as hereinafter described, and shall be maintained for the entire duration of the contract. The insurances shall be written on ISO occurrence forms, with contractual liability language, covering the obligations assumed by the Contractor under this Contract, including but not limited to products liability, vandalism, dishonest acts, and related cyber liability exposures. The policies evidencing required insurances shall contain an endorsement to the effect that cancellations or any material change to the policies that adversely affect the interests of NJ TRANSIT in such insurances shall not be effective for less than thirty (30) days after written notice thereof of NJ TRANSIT. The Contractor shall maintain the types of insurance specified below and have the following minimum limits of coverage:

Commercial General Liability (GL, Primary)

\$1,000,000 per Occurrence and
\$2,000,000 in the Aggregate for bodily injury and property damage
\$2,000,000 Products/Completed Operations

Terms and conditions for required insurance shall include the following:

- 1) General Liability policy required under this contract shall be a project specific policy to this contract with its own dedicated limits of insurance
 - a. That complete, unredacted insurance policy shall be provided to NJ TRANSIT after binding of that policy, as soon as practicable.
 - b. Policy shall also provide products/completed operations coverage for the NJ Statute of Repose period of 10 years after completion of the facility under the scope of this contract.
 - c. NJ TRANSIT shall have Named Insured status under this Project specific general liability insurance policy
- 2) Policy Endorsement deleting any exclusion for work within 50 feet of railroad tracks-ISO Standard Endorsement CG 24 17 10 01 (Contractual Liability-Railroads, or equivalent) deleting the exclusion for coverage within 50 feet of a railroad track.
- 3) Required insurance coverage specified above shall be placed with insurance companies licensed and/or authorized by the New Jersey Division of Insurance to do business in New Jersey and having a Best's rating of A-/X or better.
- 4) Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by New Jersey TRANSIT, and shall require that we be given at least 30 days advance written notice in the event of any cancellation or material change in coverage on the insurance policy.
- 5) All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.
- 6) Prior to the inception date of this contract and throughout the term of the Contract, NJ TRANSIT shall be provided with certificates of insurance naming NJ TRANSIT as an additional insured and evidencing that such insurance policies, including required limits and sub limits are in place and provide coverage as required. Additional Insured and Waiver of Subrogation Endorsements should be attached to the Certificate.

7) The liability insurance policies shall be written on ISO Form CG 20 10 10 01, for ongoing Operations Work, and ISO Form CG 20 37 10 01, for completed operations work, or its equivalent, and endorsed to name NJ TRANSIT, State of New Jersey, and any other entity that from time to time may be required, as additional insureds.

Workers Compensation Insurance (WC) - Statutory Limits, As required by law

Employer's Liability Insurance - \$1,000,000 each accident
- \$1,000,000 each employee disease, or occupational disease
- \$1,000,000 policy limit - disease, or occupational disease

Excess Follow Form/Umbrella Liability Insurance (XS; UMB)

\$10,000,000 per occurrence
\$10,000,000 in the Aggregate covering all work and services performed under the Contract.

Terms and conditions for required insurance shall include the following:

1. Such Excess/Umbrella insurance shall follow the form of underlying insurance policy (General Liability and Auto) terms and conditions.
2. Umbrella/Excess Liability shall be written on an occurrence basis form
3. Such Insurance shall have no exclusion for coverage within 50 feet of a railroad, and contain endorsement CG 24 17 10 01 (or equivalent) deleting the RR exclusion
4. Required insurance coverage specified above shall be placed with insurance companies licensed and/or authorized by the New Jersey Division of Insurance to do business in New Jersey and having a Best's rating of A-/X or better.
5. Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by New Jersey TRANSIT, and shall require that we be given at least 30 days advance written notice in the event of any cancellation or material change in coverage on the insurance policy.
6. All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed via contractual liability
7. Prior to the inception date of this contract and throughout the term of the Contract, NJ TRANSIT shall be provided with certificates of insurance naming NJ TRANSIT as an additional insured and evidencing that such insurance policies, including required limits and sub limits are in place and provide coverage as required. Additional Insured and Waiver of Subrogation Endorsements should be attached to the Certificate.

Commercial Automobile Liability

\$2,000,000 Combined single limit per accident for bodily injury and property damage, covering "any auto" (Code 1)

Terms and conditions for required insurance shall include the following:

1. Automobile Liability shall be written on an occurrence basis form.
2. All such insurance as is required of the Contractor shall be provided by or on behalf

of subcontractors to cover their operations performed.

3. Required insurance coverage specified above shall be placed with insurance companies licensed and/or authorized by the New Jersey Division of Insurance to do business in New Jersey and having a Best's rating of A-/X or better.

4. Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by New Jersey TRANSIT, and shall require that we be given at least 30 days advance written notice in the event of any cancellation or material change in coverage on the insurance policy.

5. All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.

Contractors' Pollution Liability Insurance (CPL):

Contractors' Pollution Liability Insurance covering on-site and off-site operations. Policy shall be written as a Project-specific policy and on an occurrence basis covering losses caused by pollution conditions that arise from or are exacerbated by the operations of the Contractor, its Contractors or any Subcontractors of any tier performing the Contract Obligations under the Contract Documents. The limits of insurance shall be not less than:

\$5,000,000 Each Loss

\$5,000,000 General Aggregate

The contractor's pollution liability insurance policy shall contain or be endorsed to include coverage for the following:

1) Bodily injury (including death), sickness, disease, mental anguish or shock sustained by any person, property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, environmental clean-up costs, both on-site and off-site, and the loss of use of tangible property that has not been physically damaged or destroyed, and diminution in value;

2) Transportation of any waste, including loading/ unloading, from the Site to the final disposal location, with all such disposal locations being scheduled as non-owned disposal sites for coverage under the policy; (iii) coverage shall be included for mold, asbestos containing material and lead based paint.

The policy shall include the following coverage extensions:

- Additional Insureds listing NJ Transit and all Indemnified Parties. Blanket Additional Insureds is acceptable;
- Blanket Waiver of Subrogation;
- Defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for damages;
- Covered automobiles (endorsement CA 99 48) and MCS 90 shall be maintained in addition to transportation coverage proved on the CPL policy;
- Blanket and scheduled non-owned disposal site and transportation coverage;
- Completed operations liability coverage shall be maintained following the Completion Date or the Termination Date, whichever occurs first, for the longer of (i) an additional 10 years or (ii) the time period specified under the statute of repose;
- Contractual liability and additional insured coverage shall not include any limitations for injuries to NJ TRANSIT and the Indemnified Parties, Contractor or Subcontractor employees;
- Insured pollutants shall include fungus, mold, bacteria and viruses;
- Any and all losses arising from or in any way related to pollution conditions, both

gradual and sudden and accidental pollution; whether directly or indirectly, or that are in any other way related to Contractor's operations during performance of this Agreement, whether such operations be by Contractor, its subcontractors or anyone directly or indirectly employed by any of them ("Losses").

- Any insured versus insured exclusionary language shall include an exception for NJ Transit and the Indemnifies Parties;

- The policy shall: (i) be primary and not contributory as to any coverage of NJ TRANSIT; (ii) contain an appropriate cross-liability clause insuring NJ TRANSIT against any loss or damage to NJ TRANSIT or NJ TRANSIT's property resulting from any acts or omissions of Contractor, its officers, employees, agents, servants or subcontractors; (iii) remain in effect for the life of this Agreement and at least 10 years beyond; (v) not be cancelled, modified, or terminated until NJ TRANSIT has received not less than 30-days prior written notice thereof;

- Each subcontractor hired by Contractor to perform any Services under this Agreement must be covered by insurance of the same character and in the same amounts as required of Contractor (via contractual liability coverage)

Professional Liability/Errors and Omissions Insurance

\$5,000,000 per Claim

If MCIA's contractor(s) or subcontractor(s) are providing professional services; the contractor shall maintain, or if subcontracting professional services shall certify that subcontractor maintain, Errors and Omissions liability insurance with coverage of not less than \$5,000,000 per claim and as an aggregate annual limit. Policy limits must be adequate to cover both the cost of defense and damages arising out of any resulting claims, judgments and court costs; such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Agreement.

Railroad Protective Liability (RRP)

\$5,000,000 per Occurrence

\$10,000,000 in the Aggregate

Insurance covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of NJ TRANSIT, and all commuter agencies and railroads that operate over the property or tracks at issue, shall have limits of liability of not less than \$5 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$10 million annual aggregate shall apply.

- Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy.

Builders' Risk Insurance/Installation Floater

Limit: Contract Value, not to exceed \$45m

When the Contractor's work involves construction or renovation of a building or

structure, Contractor shall provide builder's risk coverage issued for the work to cover property in the course of construction, soft costs and delay in completion, including coverage for damage to existing property and the property of others with a limit as set forth in the Contract. The Contractor may provide installation floater coverage for personal property installed, fabricated or erected by the Contractor, including material in transit or storage during the Work in lieu of Builder's Risk Insurance. Coverage shall be on an all-risk, full replacement value basis, including labor, materials in place, on Site, in storage, off-site or in transit and include coverage for the perils of Flood, Earth Movement, and Wind. NJ TRANSIT and National Railroad Passenger Corporation shall be named as loss payee, with respect to its interest in the covered property.

Other Terms & Conditions for Insurance Policies

Furthermore, all insurance policies shall contain: (i) a waiver of subrogation endorsement in the benefit of the additional insureds; (ii) shall be endorsed to be primary and non-contributory, and shall not seek contribution from any and all other insurance or self-insurance maintained by NJ TRANSIT or any of the Indemnified Parties; (iii) contain standard cross-liability provisions where applicable; (iv) any excess or umbrella policies shall be no less than a follow form of the liability, auto, and employer's liability policies, and shall have a liberalization clause with a drop-down provision; (v) policies shall not include any exclusions for "action over claims" (insured vs. insured).

If Contractor has or obtains an insurance policy with a limit of liability (per occurrence, per claim, or in the aggregate) in excess of the minimum amount specified in this Section, the total amount of the applicable policy's actual limit of liability, not the minimum amount specified in this Contract, shall be the amount of insurance coverage required by this Contract and available to NJ TRANSIT, and Contractor shall, if necessary to comply with this provision, obtain an endorsement to the relevant policy(ies) to provide this scope of coverage and delete any contrary policy terms.

Any self-insured retention shall be approved by NJ TRANSIT. If approved, such self-insured retention, or any deductible, maintained by Contractor, or any of its subcontractors, shall cover any liability imposed upon the Contractor with respect to the operations and obligations assumed by the Contractor. The Contractor represents that such retention or deductible provide NJ TRANSIT and the Indemnified Parties with all rights and protections that would be provided by traditional independent insurance, included but not limited, the defense obligations that insurers are required to undertake under liability policies pursuant to the terms of this Contract.

The insurance requirements set forth above are to protect NJ TRANSIT and the Indemnified Parties from any and all Claims by third parties, including employees of Contractor, its agents, subcontractors, and invitees. Said insurance, however, will in no manner relieve or release Contractor, its agents, subcontractors, and invitees from, or limit their liability as to, any and all obligations assumed under the Contract, including the obligation to defend, indemnify, and hold harmless NJ TRANSIT and the Indemnified Parties as set forth in this Contract.

13. Indemnification

MCIA agrees to defend, indemnify and hold harmless NJ TRANSIT, its officers, directors, employees, agents, servants, successors, affiliates, assigns and subsidiaries (collectively "Indemnified Parties") from and against any claims, losses, liabilities (including without limitation environmental liabilities), penalties, fines, causes of action, suits, damages, judgments, awards, costs, and expenses incidental thereto (including costs of defense and attorneys' fees)

(collectively "Claims") which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of breach of warranty, breach of contract, employment, tort or statutory claims, injury or death of any person, or damage to or loss (including loss of use) of any property, including property of the parties hereto, arising out of or in any degree directly or indirectly caused by or resulting from the activities of, or Work performed by, MCIA, MCIA's Consultants, Subconsultants, Contractors, Subcontractors, officers, employees, agents, or any other person acting for or with the permission of MCIA or its Consultants and Contractors under the Contract, or as a result of its/their failure to perform its/their obligations in compliance with the Contract Documents.

In addition to the foregoing, MCIA agrees to defend, indemnify and hold harmless the Indemnified Parties, irrespective of any negligence or fault on the part of the Indemnified Parties, from and against any Indemnified Claims which any of the Indemnified Parties may hereafter incur, be responsible for or pay as a result of injuries (including death) to any of MCIA's or its Consultants' and Contractors' employees, agents or subcontractors.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy procured or maintained by MCIA, its Consultants, or Contractors or by any limitation on the amount or type of damages, compensation or benefits payable by or for MCIA, its Consultants, Contractors or any Subconsultant or Subcontractor and shall survive the termination of the Contract.

B. Obligations of NJ TRANSIT

1. NJ TRANSIT will assign sufficient and qualified personnel, including a project representative, to work with the MCIA in order to assure the timely and effective completion of the Project.

2. NJ TRANSIT will be a participant of the consultant selection process and will review and approve the design firm to be procured by the MCIA. MCIA shall not procure the services of the firm without NJ TRANSIT's approval.

3. Subject to the limitations described in this Agreement, any future funding agreements, and Board approval, NJ TRANSIT will assume responsibility for payment to MCIA for the consultant's engineering/design services for the Project in accordance with a future funding agreement made pursuant to the MCIA's development, and NJ TRANSIT's review and approval, of the Project's scope and cost estimate, and as set forth below. MCIA shall be solely responsible for its own in-house costs.

a. Subject to the availability of funds, and in accordance with this Agreement, NJ TRANSIT shall pay Actual Costs, which excludes the cost of MCIA and the County's in-house support of the Project, incurred by the MCIA in connection with the work of contractors or other third parties providing concept design services in support of the Project. NJ TRANSIT shall make payments, as defined by a separate funding agreement, for the procurement of the firm and including the cost of NJ TRANSIT's in-house support necessary to support the Project and administer NJTTF monies, to review designs and provide technical assistance as needed.

b. Based on the scope of each Project Phase, MCIA and NJ TRANSIT may revise

the terms of a Project Phase Funding Agreement to account for unknown factors that may impact the overall cost of that Project Phase.

4. NJ TRANSIT will review all approved invoices submitted by MCIA for the procurement and concept design of this Project, and subject to NJ TRANSIT's right to raise reasonable questions about such invoices, will pay the proper invoice amounts directly to the MCIA.

5. NJ TRANSIT will review and approve all Documents, including the preliminary and final concept designs for the Station produced by the firm procured by the MCIA for the Project. MCIA agrees that NJ TRANSIT shall have a minimum of thirty (30) working days to review the designs; however, NJ TRANSIT shall endeavor to provide written comments and its decision of approval within thirty (30) working days.

6. NJ TRANSIT's obligation to reimburse funds to MCIA or any other party under this Agreement is limited to a total amount of forty-five million dollars (\$45,000,000.00) and is subject to the approval of the Director of Budget and Accounting, and Board approval. If approvals are not obtained, NJ TRANSIT shall have no obligation to provide any funding under this Agreement. The Scope of Work for the Project shall be limited to the above-referenced available funding.

III. RELEASE OF FUNDS FOR THE PROJECT

A. Prior to release of any monies for a Project Phase, MCIA shall satisfy the requirements outlined in Section I herein.

B. No expenditure of funds for the Project Phase will be authorized by NJ TRANSIT without an executed Funding Agreement for that Project Phase.

C. Based on the scope of each Project Phase, MCIA and NJ TRANSIT may revise the terms of a Project Phase Funding Agreement to account for unknown factors that may impact the overall cost of that Project Phase. In no event will funds be used to compensate MCIA for any overhead or mark up of MCIA or its contractor's invoices. NJ TRANSIT shall not be responsible for any Project cost overruns or schedule delays for each Project Phase.

D. In addition to all applicable legal requirements, as may be amended from time to time, MCIA shall cause each successful bidder, contractor and subcontractor to comply with the following requirements prior to receiving any monies:

1.. Office of State Comptroller's record retention requirements pursuant to N.J.A.C.17:44-2.3.

2. Timely submission of the Certificate of Employee Information Report to the State Treasurer.

3. Mandatory equal employment opportunity, in accordance with N.J.A.C. 10:5-31 and N.J.A.C. 17:27.

4. Executive Order l89 regarding ethics. (Kean, Executive Order July 20, 1988)

5. At all times remaining registered to do business and in good standing in the State of New Jersey, including delivering a completed and filed Business Registration Certificate.

6. Acknowledgement of the notice of penalties imposed by N.J.S.A. 54:49-4.1 for failure to comply

with N.J.S.A. 52:32-58.

7. Compliance with N.J.S.A. 52:32-58 and any regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury, including that no successful bidder, contractor or subcontractor, or any of their principals, shall be established in, organized under or have their principal place of business in Cuba, Iran, New Korea, Myanmar, Syria or Sudan or any other country with whom a United States citizen or entity organized under the laws of the United States or its territories is prohibited from transacting business of the type contemplated by this Agreement.

8. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L. 2022, C. 3

Prior to the time a contract is awarded, pursuant to P.L.2022, c.3 which was signed by Governor Murphy on March 9, 2022, the successful Bidder must certify that neither the successful Bidder, nor one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus.

If the successful Bidder, or one of its parents, subsidiaries, or affiliates is unable to so certify, the Bidder shall provide a detailed, accurate and precise description of such activities to NJ TRANSIT. Failure to provide such description will result in the Proposal being rendered as non-responsive, and NJ TRANSIT will not be permitted to contract with such person or entity, and if a Bid is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

If the Bidder certifies that the Bidder is engaged in activities prohibited by P.L. 2022, c. 3, the Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, NJ TRANSIT shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with NJ TRANSIT that were issued on or after the effective date of P.L. 2022, c. 3.

9. Acknowledgement of notice of set-off for taxes pursuant to N.J.S.A. 54:49-19.

10. Acknowledgement of notice stating that all services under the contract shall be performed in the United States in accordance with N.J.S.A. 52:34-13.2.

11. Compliance with N.J.S.A. 19:44A-20.14 regarding political contributions.

12. Compliance with MacBride Principles.

13. Compliance with N.J.S.A. 52:25-24.2 regarding the submission of ownership disclosure statements.

14. Compliance with N.J.S.A. 10:2-1 through 10:5-31 to -49 (P.L. 1975, C. 127) N.J.A.C. 17:27 regarding discrimination in employment on public contracts.

15. Compliance with Prevailing Wage Act (N.J.S.A. 34:11-56.25 to -67.2) and any regulations pertaining thereto, including but not limited to, ensuring that all contractors or subcontractors (i)'intending to bid or perform work in support of the Project Phase be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance and (ii) enter into contracts containing

a stipulation that workers shall be paid not less than the prevailing wage rate.

IV. GENERAL

A. MCIA shall permit the authorized representatives of NJ TRANSIT, including NJ TRANSIT's Auditor General, the Office of the State Comptroller, and other oversight authorities, to inspect and audit all data and records of the MCIA, its contractors, subcontractors, and assigns relating to the Project and its performance under this Agreement. NJ TRANSIT may, upon reasonable notice, during regular business hours for a period of three years after completion of the Project, examine all records of the MCIA relating to any and all payment incurred in connection with the effectuation of this Project.

B. The MCIA shall maintain all documentation for the Project, including as built drawings and permits. In the event that MCIA or the County abandons the Project, which shall be defined as a Stop in Work for more than ten (10) business days, MCIA and the County shall assign all Consultant(s) and Contractor(s) contracts to NJ TRANSIT, as well as any other agreements necessary for NJ TRANSIT to manage the Project, and MCIA and the County shall provide all documentation for the Project to NJ TRANSIT.

C. This Agreement shall not be construed to create any rights on behalf of any party other than the MCIA and NJ TRANSIT.

D. No commissioner, officer, agent or employee of the MCIA or NJ TRANSIT shall be held personally liable under any provision of this Agreement or because of its execution or because of any breach or alleged breach of this Agreement

E. To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

F. This Agreement may be amended, modified or supplemented from time to time upon agreement by the Parties. Any such amendments, modifications, or supplements shall be in writing executed by the Parties. This Agreement shall be enforced in accordance with the terms of any amendment, modification or supplement hereof.

G. This Agreement shall be construed and governed in accordance with the Laws of the State of New Jersey.

H. All disagreements concerning the Project and/or this Agreement as between the MCIA and NJ TRANSIT shall be initially submitted to the MCIA's Engineer, or their designees, and to the Senior Vice President, Capital Planning & Programs of NJ TRANSIT, or their designees for review and determination. In the event a determination acceptable to the Parties is not made at this level, the Parties shall then submit such disagreement to the President & CEO of NJ TRANSIT and the Executive Director of the MCIA/County Administrator of Middlesex County. In the event that the Executive Director of the MCIA/County Administrator of Middlesex County and the President & CEO of NJ TRANSIT do not reach an agreement, then either party may seek all available legal or equitable remedies.

I. This Agreement may be executed in counterparts, which together shall constitute the original., This

Agreement may be executed in multiple originals, each of which shall be deemed an original. A photocopy or facsimile of the fully executed Agreement shall be effective as an original if an original is unavailable.

J. By its execution hereof, each party acknowledges that it is bound hereby and warrants and represents (i) that the individual executing and delivering this Agreement on its behalf is duly authorized to do so, and (ii) that this Agreement is enforceable against such party in accordance with its terms.

V. NOTICES

NJ TRANSIT's authorized representative for this Agreement, to whom all correspondence and notices should be addressed, is:

Richard Schaefer
Acting Senior Vice President
Capital Programs
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

With a copy to:

Kiran Patel
Chief, Capital Project Management
Capital Programs
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

The MCIA's authorized representative for this Agreement, to whom all correspondence and notices should be addressed is:

H. James Polos
Executive Director
Middlesex County Improvement Authority
101 Interchange Plaza
Cranbury, NJ 08512

With a copy to:
Rainone Coughlin Minchello, LLC
555 U.S. Highway One South
Iselin, NJ 08830

With a copy to:

John A Pulomena
County Administrator
Middlesex County
75 Bayard Street
New Brunswick, NJ 08901

Thomas F. Kelso, Esq.
Office of County Counsel Middlesex County
75 Bayard Street
New Brunswick, NJ 08901

IN WITNESS WHEREOF, NJ TRANSIT and the MCIA have caused this instrument to be signed and attested by its duly authorized representative, to be hereunder affixed the day, month and year first written above.

BY: NJ TRANSIT CORPORATION

Witness:

Dated:


Richard Schaefer
Acting Senior Vice President, Capital Programs

BY: MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

Witness: Carol A. Berlen

Dated: 11/22/2022





H. James Palos
Executive Director

The aforementioned Agreement has been reviewed and approved as to form only.

Matthew J. Platkin
Attorney General of New Jersey

By: _____

Diane L. Scott
Deputy Attorney General

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY'S
ADOPTION OF THE 2023 BUDGET FOR GENERAL OPERATIONS**

FISCAL YEAR: From: January 1, 2023 To: December 31, 2023

WHEREAS, the Annual Budget and Capital Budget for the Middlesex County Improvement Authority (the "Authority") for General Operations for the fiscal year beginning January 1, 2023 and ending December 31, 2023 has been presented for adoption before the governing body of the Authority at its open public meeting of December 14 2022; and

WHEREAS, the Annual Budget for General Operations as adopted to the State of the New Jersey for total revenues shall be in the amount of \$13,482,561.00; and

WHEREAS, the Annual Budget for General Operations as adopted to the State of the New Jersey for total expenses shall be in the amount of \$13,482,561.00; and

WHEREAS, the capital budget as presented for adoption shall be in the amount of \$30,020,513.00; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Middlesex County Improvement Authority that the Adoption of the Annual Budget and the Capital Budget/Program of the Middlesex County Improvement Authority for General Operations for the fiscal year beginning January 1, 2023 and ending December 31, 2023 is hereby approved; and

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

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY'S
ADOPTION OF THE 2023 AUTHORITY'S OPERATIONAL BUDGET**

FISCAL YEAR FROM: January 01, 2023 TO: December 31, 2023

WHEREAS, the Annual Budget and Capital Budget for the Middlesex County Improvement Authority for the fiscal year beginning, January 01, 2023 and ending, December 31, 2023 has been presented for adoption before the governing body of the Middlesex County Improvement Authority at its open public meeting of December 14, 2023; and

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

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$74,987,496.00, Total Appropriations, including any Accumulated Deficit if any, of \$74,987,496.00 and Total Unrestricted Net Position utilized of \$35,000.00; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$30,020,513.00 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$35,000.00; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Middlesex County Improvement Authority, at an open public meeting held on December 14, 2022 that the Annual Budget and Capital Budget/Program of the Middlesex County Improvement Authority, for the fiscal year beginning, January 01, 2023 and ending, December 31, 2023 is hereby adopted and shall constitute appropriations for the purposes stated; and

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

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

2022 (2022-2023) ADOPTION CERTIFICATION

**Middlesex County Improvement Authority
AUTHORITY BUDGET**

FISCAL YEAR: **FROM:** January 01, 2023 **TO:** December 31, 2023

It is hereby certified that the Authority Budget and Capital Budget/Program annexed hereto is a true copy of the Budget adopted by the governing body of the Middlesex County Improvement Authority, pursuant to N.J.A.C. 5:31-2.3, on the 14th day of December, 2022.

Officer's Signature:	
Name:	Christine D'Agostino
Title:	Secretary
Address:	Middlesex County Improvement Authority 101 Interchange Plaza, Suite 202 Cranbury, NJ 08512
Phone Number:	609-655-5141 I Fax Number: I 609-655-4748
E-mail address	christine.dagostino@mciauth.com

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY’S
ADOPTION OF THE 2023 BUDGET FOR GOLF COURSE OPERATIONS**

FISCAL YEAR: From: January 1, 2023 To: December 31, 2023

WHEREAS, the Budget the Middlesex County Improvement Authority for the fiscal year beginning January 1, 2023 and ending December 31, 2023 has been presented for adoption before the governing body of the Middlesex County Improvement Authority at its open public meeting of December 14, 2022; and

WHEREAS, the Annual Budget for the Golf Course Operations as presented for adoption reflects Total Revenues of \$1,503,548.00; and

WHEREAS, the Annual Budget for the Golf Course Operations as presented for adoption reflects Total Expense of \$1,503,548.00; and

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

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Middlesex County Improvement Authority, at an open public meeting held on December 14, 2022 that the Budget of the Middlesex County Improvement Authority for the Golf Course Operations for the fiscal year beginning January 1, 2023 and ending December 31, 2023 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Budget for the Golf Course Operations as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which shall be submitted to the Director of the Division of Local Government Services.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D’Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
ADOPTING THE 2023 BUDGET FOR
THE ROOSEVELT CARE CENTER FACILITIES**

FISCAL YEAR: From: January 1, 2023 To: December 31, 2023

WHEREAS, the Budget for the Middlesex County Improvement Authority for the fiscal year beginning January 1, 2023 and ending December 31, 2023 has been presented for adoption before the governing body of the Middlesex County Improvement Authority at its open public meeting of December 14, 2022; and

WHEREAS, the Annual Budget for the Roosevelt Care Center Facilities Operations as presented for adoption reflects Total Revenues of \$55,863,589.00; and

WHEREAS, the Annual Budget for the Roosevelt Care Center Facilities Operations as presented for adoption reflects Total Expense of \$55,863,589.00; and

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

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Middlesex County Improvement Authority, at an open public meeting held on December 14, 2022 that the Annual Budget and Capital Budget/Program of the Middlesex County Improvement Authority for the Roosevelt Care Center Facilities for the fiscal year beginning January 1, 2023 and ending December 31, 2023 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Budget for the Roosevelt Care Center Facilities as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which shall be submitted to the Director of the Division of Local Government Services.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D’Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
ADOPTING THE 2023 BUDGET FOR
NORTH BRUNSWICK TRAIN STATION PROJECT**

FISCAL YEAR: From: January 1, 2023 To: December 31, 2023

WHEREAS, the Budget Program for the Middlesex County Improvement Authority for the fiscal year beginning January 1, 2023 and ending December 31, 2023 has been presented for adoption before the governing body of the Middlesex County Improvement Authority at its open public meeting of December 14, 2023; and

WHEREAS, the Annual Budget for the North Brunswick Train Station Project as presented for adoption reflects Total Revenues of \$1,500,000.00; and

WHEREAS, the Annual Budget for the North Brunswick Train Station Project as presented for adoption reflects Total Expense of \$1,500,000.00; and

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

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Middlesex County Improvement Authority, at an open public meeting held on December 14, 2022 that the Budget of the Middlesex County Improvement Authority for the North Brunswick Train Station Project for the fiscal year beginning January 1, 2023 and ending December 31, 2023 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Budget for the North Brunswick Train Station Project for as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which shall be submitted to the Director of the Division of Local Government Services.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY’S
ADOPTION OF THE 2023 BUDGET FOR
CARTERET PARKING GARAGE OPERATIONS**

FISCAL YEAR: From: January 1, 2023 To: December 31, 2023

WHEREAS, the Budget for the Middlesex County Improvement Authority for the fiscal year beginning January 1, 2023 and ending December 31, 2023 has been presented for adoption before the governing body of the Middlesex County Improvement Authority at its open public meeting of December 14, 2022; and

WHEREAS, the Annual Budget for the Carteret Parking Garage Project as presented for adoption reflects Total Revenues of \$519,798.00; and

WHEREAS, the Annual Budget for the Carteret Parking Garage Project as presented for adoption reflects Total Expense of \$519,798.00; and

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

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Middlesex County Improvement Authority, at an open public meeting held on December 14, 2022 that the Budget of the Middlesex County Improvement Authority for the Carteret Parking Garage Project for the fiscal year beginning January 1, 2023 and ending December 31, 2023 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Budget for Carteret Parking Garage Project as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which shall be submitted to the Director of the Division of Local Government Services.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D’Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY’S
ADOPTION OF THE 2023 BUDGET FOR
NEW BRUNSWICK CANCER CENTER PARKING GARAGE PROJECT**

FISCAL YEAR: From: January 1, 2023 To: December 31, 2023

WHEREAS, the Budget for the Middlesex County Improvement Authority for the fiscal year beginning January 1, 2023 and ending December 31, 2023 has been presented for adoption before the governing body of the Middlesex County Improvement Authority at its open public meeting of December 14, 2022; and

WHEREAS, the Annual Budget for the New Brunswick Cancer Center Parking Garage Project as presented for adoption reflects Total Revenues of \$2,118,000.00; and

WHEREAS, the Annual Budget for the New Brunswick Cancer Center Parking Garage Project as presented for adoption reflects Total Expense of \$2,118,000.00; and

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

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Middlesex County Improvement Authority, at an open public meeting held on December 14, 2022 that the Budget of the Middlesex County Improvement Authority for the New Brunswick Cancer Center Parking Garage Project for the fiscal year beginning January 1, 2023 and ending December 31, 2023 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Budget for New Brunswick Cancer Center Parking Garage Project as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which shall be submitted to the Director of the Division of Local Government Services.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D’Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
QUALIFYING 2023 PROVIDERS FOR PROFESSIONALS AND OTHER SERVICES
FOR APPOINTMENT PURSUANT TO FAIR AND OPEN PROCESS**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, the Authority, pursuant to N.J.S.A. 40:37A-55(t), is authorized to do and perform any act or thing necessary, convenient or desirable for the purposes of the Authority or to carry out any power given in the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., subject to the "Local Public Contracts Law" N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Authority requires certain professional and other services (the "Services") exempt from the public bidding requirements of the Local Public Contracts Law throughout the year; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority has undertaken a fair and open process for the solicitation of qualifications and rates, as applicable; and

WHEREAS, in accordance with the evaluation criteria outlined in the request for qualifications and rates, as applicable, certain committees of two or more of the Chairman, Executive Director, Chief Financial Officer have reviewed the responses and have made recommendations to the Authority concerning the qualification of providers and or award of contracts, as applicable, in connection with the provision of the Services; and

WHEREAS, the Authority would like to adopt the recommendations of the Committee and qualify vendors in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

The Authority hereby adopts the recommendations of the Committee as contained in the report attached hereto and made a part hereof.

1. The Authority hereby qualifies the following vendors:

Arbitrage Rebate Services
Bond Logistics (BLX Group)

Auditing Services

PFK O'Connor Davies LLP

Engineering Services – General Operations

CME Associates

KS Engineering P.C.

Center Stage Engineering

Prestige Environmental

Financial Advisory Services

Phoenix Advisors, LLC

NW Financial Group

Acacia Financial Group

Financial Printing Services

McElwee & Quinn, LLC

Insurance Producer Services

North American Insurance Management, a Division of Acrisure (N.A.I.M)

Legal Counsel – Bond Counsel

McManimon Scotland & Baumann

JP Capizzi

Gibbons, P.C.

Wilentz, Goldman, & Spitzer

Waters McPherson McNeill

Malamut & Associates

Archer Greiner

McCarter & English LLP

Legal Counsel – General Counsel

Rainone Coughlin Minchello LLC

Legal Counsel – Professional Liability and General Liability Defense

Hoagland Longo Moran Dunst & Doukas LLP

Eric M. Bernstein & Associates, LLC

Ruderman & Roth, LLC

Legal Counsel – Special Projects

Maraziti Falcon, LLP

Legal Counsel – Workers Compensation - Defense

Malamut & Associates

Capehart & Scatchard

Eric M. Bernstein & Associates, LLC

Public Relations Services
Keyword Strategies

2. The foregoing vendors are qualified to provide the respective services to the Authority. The qualification of any vendor shall not authorize or guarantee that the vendor will be providing service. Authorization for performance of any service or the award of a contract shall be by separate resolution of the Authority.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

TO: MIDDLESEX COUNTY IMPROVEMENT AUTHORITY BOARD
JAMES P. NOLAN, CHAIRMAN
PAUL ABBEY, VICE-CHAIRMAN
CHRISTINE D'AGOSTINO, SECRETARY
TASHILEE VAZQUEZ, COMMISSIONER
LOIS YUKNA, COMMISSIONER

FROM: JAMES P. NOLAN, CHAIRMAN
H. JAMES POLOS, EXECUTIVE DIRECTOR
WILLIAM BRENNAN, CFO

DATE: DECEMBER 9, 2022

RE: 2023 REPORT: REQUEST FOR QUALIFICATIONS AND RATES AS
APPLICABLE, PROFESSIONALS AND OTHER SERVICES FOR
APPOINTMENTS FAIR AND OPEN PROCESS FOR: **JANUARY 1, 2023 –
DECEMBER 31, 2023**

In accordance with N.J.S.A. 19:44A-20.4, the Authority undertook a fair and open process for the procurement of various professionals and other services for appointment. An advertisement for Request for Qualifications and Proposals (RFQ's) was placed in the Home News Tribune, Star Ledger and posted on the Authority's website. Responses were received on Tuesday, November 22, 2022 at 11:00 a.m.

The Committee consisting of the following members, James P. Nolan, H. James Polos, and William Brennan (as applicable, collectively, the "Committee") evaluated the responses. The criteria for qualification and award were disclosed in the RFQ and the weighting of the criteria was established and disclosed prior to the RFQ opening. A summary of the responses received and the recommendation of the Committee that evaluated the responses follows.

Arbitrage Rebate Services. One (1) response was received for arbitrage rebate services. The response was submitted by:

BLX Group, LLC
1525 Higley Road
Suite 104, PMB 1103
Gilbert, AZ 85296

The Committee recommends qualifying BLX Group, LLC to provide arbitrage rebate services and recommends that a contract for arbitrage rebate services be awarded to BLX Group, LLC.

Auditing Services. One (1) response was received for auditing services. The response was submitted by:

PFK O'Connor Davies LLP
1102 Raritan Avenue
PO Box 1450
Highland Park, New Jersey 08904

The Committee found that the submission qualified and recommends that a contract for the auditing services be awarded to PFK O'Connor Davies, LLP.

Engineering Services – General Operations. Four (4) responses were received for engineering services for the Authority's general operations. Proposals were received from the following:

CME Associates
3141 Bordentown Avenue
Parlin, New Jersey 08859

K.S. Engineers, P.C.
2 Riverfront Plaza, 3rd Floor
Newark, New Jersey 07102

Center State Engineering
481 Spotswood Englishtown Road
Monroe Township, New Jersey 08831

PEI Prestige Environmental Inc
220 Davidson Ave, Suite 307
Somerset, New Jersey 08873

The Committee recommends that all four of the above firms be qualified at this time. The Committee also recommends that a contract be awarded to CME Associates to provide engineering services for the Authority's general operations.

Financial Advisory Services. Three (3) proposals were received for the provision of financial advisory services and continuing disclosure services. Responses were received from the following:

NW Financial Group, LLC
2 Hudson Place Third Floor
Hoboken, New Jersey 07030

Phoenix Advisors, LLC
4 West Park Street
Bordentown, New Jersey 08505

Acacia Financial Group Inc.
6000 Midlantic Drive, Suite 410 North
Mount Laurel, New Jersey 08054

The Committee recommends that all firms be qualified and that Phoenix Advisors, LLC be authorized to provide Financial Services and Continuing Disclosure Services.

Financial Printing Services. One response was received for the provision of Financial Printing Services. The response was submitted by:

McElwee & Quinn, LLC
612 Fox Fields Road.
Bryn Mawr, PA 19010

The Committee found that the submission qualified and recommends that a contract for the Financial Printing Services be awarded to McElwee & Quinn, LLC.

Insurance Producer Services. One (1) response was received for the provision of insurance producer services. The submission was provided by:

North American Insurance Management (N.A.I.M.)
A Division of Acrisure
1460 US Route 9 North
Suite 310
Woodbridge, New Jersey 07095

The Committee recommends that the firm be qualified and that North American Insurance Management (N.A.I.M.) be authorized to provide Insurance Producer Services.

Legal Counsel – Bond Counsel. Eight (8) responses were received for the provision of bond counsel services as follows:

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900 Box 10
Woodbridge, New Jersey 07095

Gibbons, P.C.
One Gateway Center
Newark, New Jersey 07102-5310

McManimon Scotland & Baumann
75 Livingston Ave.
Roseland, New Jersey 07068

Malamut & Associates, LLC
457 Haddonfield Road, Suite 500
Cherry Hill, New Jersey 08002

JP Capizzi Law Office
601 New York Ave.
Union City, New Jersey 07087

Waters McPherson, McNeill, P.C.
300 Lighting Way
Secaucus, New Jersey 07096

McCarter & English, LLP
4 Gateway Center
100 Mulberry Street
Newark, New Jersey 07102

Archer & Greiner, P.C.
Riverview Plaza
10 Highway 35
Red Bank, New Jersey 07701

The Committee recommends all firms be qualified and that a contract for the provision of Bond Counsel Services be awarded to McManimon Scotland & Baumann and JP Capizzi.

Legal Counsel – General Counsel. One (1) proposal was reviewed for the provision of general counsel services. The submission was provided by:

Rainone Coughlin Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, New Jersey 08830

The Committee recommends that the firm be qualified and that a contract for the provision of legal services – General Counsel for the Authority be awarded to Rainone Coughlin Minchello, LLC.

Legal Counsel – Professional Liability and General Liability Defense. The Authority received three (3) responses for the provision of legal counsel – professional liability and general liability defense. Responses were received from:

Hoagland, Longo, Moran, Dunst & Doukas, LLP
40 Paterson Street
New Brunswick, New Jersey 08901

Eric M. Bernstein & Associates, LLC
34 Mountain Boulevard Building A
Warren, New Jersey 07059

Ruderman & Roth, LLC
150 Morris Ave, Suite 303
Springfield, New Jersey 07081

The Committee recommends that all three firms be qualified to provide legal counsel – professional liability and general liability defense and that Hoagland, Longo, Moran, Dunst & Doukas, LLP be awarded a contract.

Legal Counsel – Special Projects. One (1) firm submitted a proposal for legal counsel special projects. The submission was provided by:

Maraziti Falcon, LLP
240 Cedar Knolls Road
Suite 301
Cedar Knolls, New Jersey 07927

The Committee recommends that the firm be qualified to provide Legal Counsel-Special Projects.

Legal Counsel – Workers Compensation Defense. Three (3) responses were submitted for the provision of legal services for workers compensation defense. Responses were received from:

Malamut & Associates, LLC
457 Haddonfield Road, Suite 500
Cherry Hill, New Jersey 08002

Capehart & Scatchard
8000 Midlantic Drive, Suite 300S
P.O. Box 5016
Mount Laurel, New Jersey 08054-5016

Eric M. Bernstein & Associates, LLC
34 Mountain Boulevard
Building A
Warren, New Jersey 07059

The Committee recommends that all three (3) firms be qualified to provide legal counsel services for workers compensation defense.

Public Relations Services. There was one (1) response for Public Relations Services:

Keywood Strategies
59 Cornell Ave
Berkeley Heights, NJ 07922

The Committee recommends that the firm be qualified to provide Public Relations services and that Keywood Strategies be awarded a contract.

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING 2023 CONTRACT FOR THIRD PARTY WORKERS COMPENSATION
CLAIM ADMINISTRATION, MANAGED CARE & LOSS CONTROL SERVICES**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5 (1)(a)(i) and (ii) any contract, purchase, or agreement, the subject matter of which consists of professional services or extraordinary, unspecifiable services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, the Authority requires third party workers compensation claim administration, managed care & loss control services the services (the "Services"); and

WHEREAS, the Services are exempt from the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised for qualifications and proposals for the provision of the Services; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process as set forth in said Resolution and qualified Inservco Insurance Services; and

WHEREAS, the Committee has also recommended that Inservco Insurance Services be awarded a contract for three (3) years commencing January 1, 2022 to provide the Services in a total amount not to exceed of \$153,999.00 for the term of the contract, additionally for loss control services the cost shall be \$125 per hour, per program; and

WHEREAS, the Authority would like to adopt the recommendation of the Committee and award a contract for the Services to Inservco Insurance Services in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendation of the Committee and awards a contract to Inservco Insurance Services to provide the Services to the Authority for the three (3) years commencing January 1, 2022 for a total not to exceed amount of \$153,999.00 for the term of the contract, additionally for loss control services the cost shall be \$125 per hour, per program.

2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with Inservco Insurance Services pursuant to this Resolution setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval shall be required.

3. The Secretary of the Authority is directed to cause a brief notice of the above award to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

4. The Certifying Finance Officer has certified that the funds for the Services are available from and can be obtained from the funds of the Authority and will be included in future year budgets.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING 2023 CONTRACT FOR LEGAL SERVICES - PROFESSIONAL
LIABILITY AND GENERAL LIABILITY DEFENSE**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), any contract, purchase or agreement, the subject matter of which consists of professional services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, it is necessary for the Authority to have professional legal services (the "Services") for professional liability and general liability defense; and

WHEREAS, the Services are an exception to the public bidding requirements of the Local Public Contracts Law as a professional service; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised a request for qualifications and proposals for the provision of the Services; and

WHEREAS, the Authority received responses to the request for qualifications and proposals from Eric M. Bernstein & Associates, LLC, Hoagland Longo Moran Dunst & Doukas LLP and Ruderman & Roth; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process set forth in said Resolution and qualified all of the above firms; and

WHEREAS, the Committee has also recommended that Hoagland, Longo, Moran, Dunst, & Doukas, LLP be awarded a contract to provide the Services; and

WHEREAS, the Authority would like to adopt the recommendation of the Committee and award contracts for the Services to Hoagland, Longo, Moran, Dunst, & Doukas, LLP in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendation of the Committee and awards a contract to Hoagland, Longo, Moran, Dunst, & Doukas, LLP. to provide the Services. The Services shall be provided at the blended rate of \$175.00 per hour for Partners and Associates, and \$75.00 per hour for Paralegals.

2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with Hoagland, Longo, Moran, Dunst, & Doukas, LLP setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed the approval by the Authority and no further action or approval shall be required.

3. The Secretary of the Authority is directed to cause a brief notice of the above awards to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

4. The Certifying Finance Officer has certified that the funds for the Services are available from and can be obtained from the funds of the Authority and will be included in future year budgets.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

[RESERVED]

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING 2023 CONTRACT FOR ARBITRAGE REBATE SERVICES**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5 (1)(a)(i) and (ii) any contract, purchase, or agreement, the subject matter of which consists of professional services or extraordinary, unspecifiable services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, the Authority requires the services of arbitrage rebate services (the "Services") to place the Authority's insurance requirements for the coming year; and

WHEREAS, the Services are exempt from the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised for qualifications and proposals for the provision of the Services; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process as set forth in said Resolution and qualified BLX Group (hereinafter "Bond Logistix Group") to provide the Services; and

WHEREAS, the Committee has also recommended that Bond Logistix Group be awarded a contract to provide the Services; and

WHEREAS, the Authority would like to adopt the recommendation of the Committee and award a contract for the Services to Bond Logistix Group in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendation of the Committee and awards a contract to Bond Logistix Group to provide the Services to the Authority for the coming year at a not exceed amount of \$15,000.00

2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with Bond Logistix pursuant to this Resolution setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval shall be required.

3. The Secretary of the Authority is directed to cause a brief notice of the above award to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

4. The Certifying Finance Officer has certified that the funds for the Services are available from and can be obtained from the funds of the Authority and will be included in future year budgets.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING 2023 CONTRACT FOR FINANCIAL ADVISORY SERVICES AND AS
CONTINUING DISCLOSURE AGENT**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) and (ii), any contract, purchase, or agreement, the subject matter of which consists of professional services or extraordinary, unspecifiable services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, it is necessary for the Authority to have financial advisory services and continuing disclosure agent services (the "Services") for the coming year; and

WHEREAS, the Services are exempt from the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised for qualifications for the provision of the Services, among other Services; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process as set forth in said Resolution, and qualified NW Financial Group, LLC, Acacia Financial Group and Phoenix Advisors, LLC, Inc.; and

WHEREAS, the Committee has also recommended that Phoenix Advisors, LLC be awarded a contract to provide continuing disclosure agent services; and

WHEREAS, the Authority would like to adopt the recommendation of the Committee and award a contract for the provision of the continuing disclosure agent services in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendation of the Committee and awards a contract to provide continuing disclosure agent services to the Authority to Phoenix Advisors, LLC at a cost not to exceed \$10,000.00.
2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with Phoenix Advisors, LLC, if required, for the provision of the continuing disclosure agent services.
3. The Certifying Finance Officer has certified that the funds for the Services are available from and can be obtained from the funds of the Authority and will be included in future year budgets.
4. The Secretary of the Authority is directed to cause a brief notice of the above award to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING 2023 CONTRACT FOR AUDITING SERVICES**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority or to carry out any power given in the County Improvement Authorities Law, N.J.S.A. 40:37A-44, et seq., subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) any contract, purchase or agreement, the subject matter of which consists of professional services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, the Authority desires to obtain the services of an auditor to perform the 2022 Authority audit and related services (the "Services"); and

WHEREAS, the Services to be performed by the auditor are professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised for qualifications and proposals for the provision of the Services; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process as set forth in said Resolution and qualified PFK O'Connor Davies LLP to provide the Services; and

WHEREAS, the Committee has also recommended that PFK O'Connor Davies LLP be awarded a contract to provide the Services; and

WHEREAS, the Authority would like to adopt the recommendations of the Committee and award a contract for the Services to PFK O'Connor Davies LLP in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendations of the Committee and awards a contract to PFK O'Connor Davies LLP., to provide the Services to the Authority for the audit of the calendar year 2022 and related services. PFK O'Connor Davies LLP., shall provide the Services to the Authority in accordance with and at the rates set forth on Schedule A attached hereto and made a part hereof. The cost for the provision of the Services budgeted by the Certifying Finance Officer is not to exceed \$150,000.00.

2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with PFK O'Connor Davies LLP setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval by the Authority shall be required.

3. The Secretary of the Authority shall be and is hereby directed to cause a brief notice of the authorization to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

4. The Certifying Finance Officer has certified that the funds for the Services are available from and can be obtained from the funds of the Authority and will be included in future year budgets.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING CONTRACT FOR BOND COUNSEL SERVICES**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), any contract, purchase or agreement, the subject matter of which consists of professional services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, it is necessary for the Authority to have the professional legal services of bond counsel (the "Services") for the coming year; and

WHEREAS, the Services are an exception to the public bidding requirements of the Local Public Contracts Law as a professional service; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised for qualifications for the provision of the Services, among other services; and

WHEREAS, the Authority received a response to the request for qualification and proposal from McManimon Scotland and Baumann, JP Capizzi, Waters McPherson McNeill, Archer Greiner, Gibbons, P.C., McCarter & English, LLP, Wilentz, Goldman & Spitzer, P.A. and Malamut & Associates; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process set forth in said Resolution and qualified all firms; and

WHEREAS, the Committee has also recommended that McManimon Scotland & Baumann and JP Capizzi be awarded contracts to provide the Services; and

WHEREAS, the Authority would like to adopt the recommendation of the Committee and award a contract for the Services to McManimon Scotland & Baumann and JP Capizzi in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendation of the Committee and awards contracts to McManimon Scotland & Baumann and JP Capizzi to provide the Services as the Authority’s Bond Counsel on such bond assignments as may be assigned to them by the Authority. The Authority shall pay for the Services of Bond Counsel from the proceeds of financings of projects of the Authority and shall approve the payment for Services for Bond Counsel prior to the issuance of any bonds. The rates shall be \$5,000 for ongoing consulting and compensation as required per each assignment.

2. The Authority authorizes the Chairman of the Authority to approve and execute contracts with McManimon Scotland & Baumann and JP Capizzi setting forth the terms of the provision of the bond counsel services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval shall be required.

3. The Secretary of the Authority is directed to cause a brief notice of the above award to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

4. The Certifying Finance Officer has certified that the funds for the Services are available from and can be obtained from the funds of the Authority and will be included in future year budgets.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D’Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING 2023 CONTRACT FOR
ENGINEERING SERVICES-GENERAL OPERATIONS**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), any contract, purchase or agreement, the subject matter of which consists of professional services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, it is necessary for the Authority to have professional engineering services (the "Services") for the coming year; and

WHEREAS, the Services are professional services and are exempt from the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised a request for qualifications and proposals for the provision of the Services; and

WHEREAS, the Authority received responses to the request for qualifications and proposals from CME Associates, KS Engineers, P.C, and Center State Engineering and Prestige Environmental; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process set forth in said Resolution and qualified all of the above firms; and

WHEREAS, the Committee has also recommended that CME Associates be awarded a contract to provide the Services; and

WHEREAS, the Authority would like to adopt the recommendation of the Committee and award a contract for the Services to CME Associates in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendations of the Committee as contained in the report attached hereto and made a part hereof.

2. The Authority awards a contract to CME Associates for the Services. CME Associates shall provide the Services to the Authority in accordance with the rates set forth on Schedule A attached hereto and made a part hereof. The cost of the provision of the Services by the Certifying Finance Officer is not to exceed \$200,000.00.

3. The Authority authorizes the Chairman of the Authority to approve and execute a contract with CME Associates setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval shall be required.

4. The Secretary of the Authority shall be and is hereby directed to cause a brief notice of the award to be published in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

5. The Certifying Finance Officer has certified that the funds for the Services are available from and can be obtained from the funds of the Authority and will be included in future year budgets.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING 2023 CONTRACT FOR LEGAL COUNSEL – GENERAL OPERATIONS**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) any contract, purchase or agreement, the subject matter of which consists of professional services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, it is necessary for the Authority to have legal counsel services (the "Services") for the coming year; and

WHEREAS, the Services are an exception to the public bidding requirements of the Local Public Contracts Law as a professional service; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised for qualifications and proposals for the provision of the Services, among other services; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process as set forth in said Resolution and qualified Rainone Coughlin Minchello, LLC to provide the Services; and

WHEREAS, the Committee has recommended that Rainone Coughlin Minchello, LLC be awarded a contract to provide the Services; and

WHEREAS, the Authority would like to adopt the recommendation of the Committee and award a contract for the Services to Rainone Coughlin Minchello, LLC in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendation of the Committee and awards a contract to Rainone Coughlin Minchello, LLC to provide the Services to the Authority. Rainone

Coughlin Minchello, LLC shall provide the Services to the Authority at the hourly rate of \$185.00 and in accordance with and at the rates and terms set forth on Schedule A attached hereto and made a part hereof. The cost for the provision of the Services is not to exceed \$400,000.00

2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with Rainone Coughlin Minchello, LLC setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval shall be required.

3. The Secretary of the Authority is directed to cause a brief notice of the above award to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

4. The Certifying Finance Officer has certified that the funds for the Services are available from and can be obtained from the funds of the Authority and will be included in future year budgets.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING 2023 CONTRACT FOR INSURANCE PRODUCER SERVICES**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5 (1)(a)(i) and (ii) any contract, purchase, or agreement, the subject matter of which consists of professional services or extraordinary, unspecifiable services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, the Authority requires the services of an insurance producer (the "Services") to place the Authority's insurance requirements for the coming year; and

WHEREAS, the Services are exempt from the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised for qualifications and proposals for the provision of the Services; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process as set forth in said Resolution and qualified North American Insurance Management a division of Acrisure (hereinafter "North American") to provide the Services; and

WHEREAS, the Committee has also recommended that North American be awarded a contract to provide the Services; and

WHEREAS, the Authority would like to adopt the recommendation of the Committee and award a contract for the Services to North American in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendation of the Committee and awards a contract to North American to provide the Services to the Authority for the coming year for a total not to exceed amount of \$60,000.00

2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with North American pursuant to this Resolution setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval shall be required.

3. The Secretary of the Authority is directed to cause a brief notice of the above award to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

4. The Certifying Finance Officer has certified that the funds for the Services are available from and can be obtained from the funds of the Authority and will be included in future year budgets.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AWARDING 2023 CONTRACT FOR PUBLIC RELATIONS SERVICES**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) and (ii), any contract, purchase, or agreement, the subject matter of which consists of professional services or extraordinary, unspecifiable services is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised for qualifications and proposals for the provision of the Services; and

WHEREAS, it is necessary for the Authority to have public relations services (the "Services") for the coming year; and

WHEREAS, the Services are exempt from the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, by Resolution heretofore duly adopted by the Authority on this date, the Authority accepted and adopted the recommendations of the review committee (the "Committee") concerning qualifying vendors pursuant to the fair and open process as set forth in said Resolution and qualified Keyword Strategies to provide Public Relations Services; and

WHEREAS, the Committee has also recommended that Keyword Strategies be awarded a contract to provide the Services; and

WHEREAS, the Authority would like to adopt the recommendation of the Committee and award a contract for the provision of the Services in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby adopts the recommendation of the Committee and awards a contract to provide the Services to the Authority to Keyword Strategies at for a cost not to exceed \$70,000.00 in accordance with the rates set forth on Schedule A, Schedule of Compensation attached hereto and made a part hereof.

2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with Keyword Strategies if required, for the provision of the Services.

3. The Certifying Finance Officer has certified that the funds for the Services are included in the 2023 budget.

4. The Secretary of the Authority is directed to cause a brief notice of the above award to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
APPROVING ANNUAL RE-APPOINTMENT OF THE EXECUTIVE DIRECTOR**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(l)(b), the doing of any work by employees of the Authority is an exception to the public bidding requirements of the Local Public Contracts Law; and

WHEREAS, the Authority, by Resolution 16-167, awarded a three-year contract to H. James Polos to serve as the Executive Director of the Authority, which resulted in favorable review and annual reappointment each year from 2016-2019; and

WHEREAS, the Authority by Resolution 19-172, awarded a three-year contract to H. James Polos to serve as the Executive Director of the Authority, which resulted in favorable review and annual reappointment each year from 2020-2022; and

WHEREAS, MCIA Board and Middlesex County Board of Commissioners desires to reappoint the Executive Director; and

WHEREAS, the annual reappointment is subject to a yearly review and approval by the MCIA Board with affirmation by the Middlesex County Commissioners; and

WHEREAS, the Authority desires to reappoint the Executive Director beginning January 1, 2023.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby authorizes the annual re-appointment of the Executive Director beginning on January 1, 2023 upon affirmation by the Middlesex County Commissioners.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) AS
THE EMPLOYEE FLEXIBLE SPENDING BENEFITS PLAN ADMINISTRATOR FOR
2023 IN AN AMOUNT NOT TO EXCEED \$2.95 PER EMPLOYEE, PER MONTH
THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY FOR
ROOSEVELT CARE CENTER FACILITIES**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the “Authority”) was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:11-11(5), two or more contracting units may establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a cooperative pricing agreement for its administration; and

WHEREAS, the Educational Services Commission now known as the Educational Services Commission of New Jersey (“ESCNJ”) has established a voluntary Cooperative Pricing System (the “System”) with other contracting units to affect substantial economies in the provision and performance of goods and services; and

WHEREAS, the Authority is a member of ESCNJ and contracts the employee Flexible Spending Benefits Plan Administrator under the ESCNJ pricing system; and

WHEREAS, the Authority would like to authorize Total Administrative Services Corporation (TASC) the employee Flexible Spending Benefits Plan Administrator for 2023 in an amount not to exceed \$2.95 per employee, per month.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

The Authority hereby approves Total Administrative Services Corporation (TASC) the employee Flexible Spending Benefits Plan Administrator for 2022 in an amount not to exceed \$2.95 per employee, per month.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
FOR A MAINTENANCE AGREEMENT WITH THE BOROUGH OF CARTERET
FOR THE CARTERET PARKING GARAGE**

WHEREAS, pursuant to N.J.S.A. 40 :37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purpose of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq; and

WHEREAS, the MCIA and the Borough of Carteret (hereinafter collectively referred to as the “Parties”) wish to enter into a Shared Services Agreement for a Maintenance Services for the Carteret Parking Garage; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et se., permits, authorizes and encourages public bodies to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction; and

WHEREAS, the above parties desire to enter into a Shared Services Agreement (“Agreement”) pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) for the provision of Maintenance Services pursuant to the terms and conditions provided herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby approves the Shared Service Agreement with the Borough of Carteret in substantially the form attached with such changes as shall be approved by the Chairman on advice of counsel.
2. The Authority hereby authorizes the Chairman or Vice-Chairman to execute the Shared Service Agreement with the Borough of Carteret in the form so approved. The Secretary shall be authorized to attest to the signature of the Chairman or Vice-Chairman appearing thereon and to affix the seal of the Authority thereto.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
FOR A HUMAN RESOURCE DIRECTOR WITH THE
MIDDLESEX COUNTY UTILITIES AUTHORITY**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the “Authority”) was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40 :37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purpose of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq; and

WHEREAS, the MCIA and the MCUA (hereinafter collectively referred to as the “Parties”) wish to enter into a Shared Services Agreement for Human Resources Director Services; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et se., permits, authorizes and encourages public bodies to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction; and

WHEREAS, the above parties desire to enter into a Shared Services Agreement (“Agreement”) pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) for the provision of Human Resources Director services pursuant to the terms and conditions provided herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby approves the Shared Service Agreement with the Middlesex County Utilities Authority in substantially the form attached with such changes as shall be approved by the Chairman on advice of counsel.
2. The Authority hereby authorizes the Chairman or Vice-Chairman to execute the Shared Service Agreement with the Middlesex County Improvement Authority in the form so approved. The Secretary shall be authorized to attest to the signature of the Chairman or Vice-Chairman appearing thereon and to affix the seal of the Authority thereto.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING 2023 PROCUREMENT OF EXCESS WORKERS COMPENSATION
AND EMPLOYER'S LIABILITY INSURANCE POLICY**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, the Authority is required by statute to provide workers compensation insurance for employees of the Authority; and

WHEREAS, pursuant to N.J.S.A. 40A:10-12, the Authority by resolution heretofore adopted, has determined to provide for the payment of workers' compensation by the creation of a workers' compensation fund (the "Fund"); and

WHEREAS, the Authority requires an excess insurance policy for the Fund (the "Insurance"); and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority or to carry out any power given in the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the insurance producer solicited proposals for the Insurance on behalf of the Authority; and

WHEREAS, the Authority's insurance producer recommends the award of a contract to Midwest Employers Casualty Company (d/b/a North American Insurance Management) for the Insurance with a self-insured retention of \$500,000; and

WHEREAS, the Authority would like to accept the proposal of Midwest Employers Casualty Company and authorize the procurement of Insurance from Midwest Employers Casualty Company in accordance with this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby authorizes the procurement of the Insurance from Midwest Employers Casualty Company with a self-insured retention of \$ 500,000 at a cost not to exceed \$60,000.00.
2. The Authority authorizes consideration of the payment of the premium for the policy simultaneously herewith and authorizes placement of the payment on the bill list.
3. The Authority authorizes the Executive Director and/or Chairman to execute any agreements, applications or the like necessary to effectuate the procurement of the Insurance in accordance with this Resolution.
4. The Secretary shall be and is hereby authorized to publish a brief notice of the authorization in accordance with N.J.S.A. 40A:11-5(1)(a)(i).
5. The Certifying Finance Officer has certified that the funds for the insurance coverage are available and can be obtained from the funds of the Authority.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE
MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
APPROVING SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, a Complaint was filed in the Superior Court entitled Estate of Jeanne Lausmohr v. Roosevelt Care Center Edison, bearing docket # MID-L-1242-21 (the "Lawsuit"); and

WHEREAS, the Authority and Plaintiff have settled all controversies among them after mediation on November 7, 2022; and

WHEREAS, the parties now seek approval of the Settlement Agreement and Release resolving the Lawsuit and all controversies between them;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby approves the Settlement Agreement and Release in an amount not to exceed \$190,000.00 in substantially the form attached with such changes as shall be approved by the Chairman on advice of counsel.
2. The Authority authorizes the Chairman or Vice-Chairman to execute the Settlement Agreement and Release with the Plaintiff in the form so approved.
3. The Certifying Finance Officer has certified that the funds for the Settlement Agreement are available from and can be obtained from the Authority and shall be included in the budget of the Authority for the term of the Agreement.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**SHARED SERVICES AGREEMENT
FOR MAINTENANCE SERVICES FOR THE CARTERET PARKING GARAGE**

This Shared Services Agreement (“Agreement”) is hereby made this ____ day of _____ 2022, between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, with an office located at 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (hereinafter the “MCIA”); and the **BOROUGH OF CARTERET** a municipal corporation of the State of New Jersey with offices at Carteret Borough Hall, 61 Cooke Avenue, Carteret, New Jersey 07008 (“Borough”).

WITNESSETH

WHEREAS, the Borough of Carteret owns a 420-space parking garage located at 27 Washington Avenue also known as Block 6704, Lot 6.02 in Carteret, New Jersey. An entrance to the garage is located on High Street; and

WHEREAS, the parking garage is adjacent to a residential mixed-use building located at 29 Washington Avenue; and

WHEREAS, the parking garage is across the street from the Carteret Performing Arts Center located on the corner of Cooke Avenue and Washington Avenue, New Jersey; and

WHEREAS, the Carteret Parking Garage is used by residents and members of the public and requires regular maintenance and upkeep; and

WHEREAS, the MCIA and the Borough (hereinafter collectively referred to as the “Parties”) wish to enter into a Shared Services Agreement for maintenance Services for the Carteret Parking Garage located at 27 Washington Avenue in Carteret, New Jersey; and

WHEREAS, the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1 et. seq., authorizes local units of this State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any Party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the above parties desire to enter into a Shared Services Agreement (“Agreement”) pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) in order to provide maintenance services for the Carteret Parking Garage pursuant to the terms and conditions provided herein; and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the parties as follows:

1. **Uniform Shared Services and Consolidation Act.** This Agreement is entered into pursuant to the provisions of the “Uniform Shared Services and Consolidation Act.” N.J.S.A. 40A:65-1 et. seq.
2. **Maintenance Services to be provided by the Borough of Carteret:** The Borough hereby agrees to provide the following:
 - a. Trash pick-up and removal;
 - b. General cleaning services and maintenance within the garage, the elevators, and the surrounding property;
 - c. Maintaining the grounds, including but not limited to, landscaping and snow removal surrounding the garage;
 - d. Security surveillance;
 - e. Providing support for any emergency incidents at the garage;
 - f. Meet with vendors for equipment repair and/or inspectors on behalf of the MCIA;
 - g. Directing traffic to and from the garage during PAC events and collecting parking fees until the HUB pay system is implemented.
3. **Fees and Costs.** The MCIA shall pay the Borough of Carteret \$1,000.00/per month to maintain the Carteret Parking Garage. Additionally, the MCIA shall pay the Borough of Carteret \$35.00/per hour for each employee managing a PAC event.
4. **Payment.** As provided in the “Uniform Shared Services and Consolidation Act” N.J.S.A. 40A:65-7(g), in the event of any dispute as to the amount to be paid, the full amount to be paid shall be paid; but if through subsequent negotiation, arbitration, or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the party having received the payment shall forthwith repay the excess.
5. **Term.** The term of this Agreement shall be one year from the date of the closing of the Carteret parking garage. Upon notice by the MCIA, the agreement may be renewed for two (2) subsequent six (6) month periods. Any renewal of this Agreement may only be made with approval of the respective parties and their governing bodies.
6. **Indemnification.** Each party agree to release, indemnify, defend and hold harmless the other party, its agents, officers and employees, from and against any and all claims, demands, losses, expenses, attorney fees, causes of action, judgments, lawsuits, proceedings, damages, and liability which may be asserted or claimed and which relate in any way to, or arise in any way from, any acts or omissions of the City employees during the performance of his duties on behalf of the other party, its agents, officers and employees, resulting from this Agreement.
7. **Termination.** This Agreement may be terminated at any time by the MCIA for any reason upon a ninety (90) days notice to the Borough of Carteret.

8. **Cooperation.** The parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
9. **Entire Agreement.** This Agreement is the entire agreement between the parties, and no alterations, changes or additions hereto shall be made except in writing and approved by both parties.
10. **Execution.** MCIA and the Borough hereby acknowledge that prior to execution of this Agreement; the respective authorities shall authorize such execution by and through the procedures and standards in the adoption of appropriate resolutions as set forth more fully under the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-5(a).
11. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of New Jersey. Any dispute regarding the terms of this Agreement shall be venued in New Jersey Superior Court, Middlesex County.
12. **Association.** The parties acknowledge and agree that they are associated only for the purposes set forth in the Agreement and each is a public entity separate and distinct from the other.
13. **Filing.** In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
14. **Notices.** All notices required by this Agreement shall be in writing and shall be sent to the following persons:

To MCIA:

Executive Director
Middlesex County Improvement Authority
101 Interchange Plaza, Suite 202
Cranbury, New Jersey 08512

With copy to:

Louis N. Rainone, General Counsel
Rainone Coughlin Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, New Jersey 08830

To the Borough of Carteret:

With copy to:

IN WITNESS WHEREOF the parties hereto have caused this Shared Services Agreement to be signed and attested to by their legal representatives as of the day, month and year indicated above.

ATTEST:

**Middlesex County Improvement
Authority**

James P. Nolan, Chairman

ATTEST:

Borough of Carteret

Daniel J. Reiman, Mayor

**RESOLUTION OF THE
MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING APPROVAL OF SUB-CONTRACTUAL AGREEMENT AT THE
ROOSEVELT CARE CENTERS IN OLD BRIDGE AND EDISON NEW JERSEY**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, the County of Middlesex is the owner of the 180-bed long term care facility known as the Roosevelt Care Center in Old Bridge, N.J.; and

WHEREAS, the Middlesex County Improvement Authority is the owner of the 180-bed long term care facility known as the Roosevelt Care Center in Edison, N.J.; and

WHEREAS, pursuant to N.J.S.A. 40:37A-54(a), the Authority may provide within the County of Middlesex public facilities; and

WHEREAS, in furtherance of this statutory provision, the Authority operates the long-term care facilities Roosevelt Care Center at Edison and Roosevelt Care Center at Old Bridge (collectively, "Roosevelt Care Center"); and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Authority or to carry out any power given in the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, RWJ-Barnabas Health, Inc. is one of the largest health care systems in New Jersey, with a track record of operating health care facilities in an efficient manner that meets the highest standards of quality, patient safety and patient satisfaction; and

WHEREAS, the County of Middlesex entered into an agreement with the Middlesex County Improvement Authority, and RWJ-Barnabas Health, Inc. for the Operation and Management of the Roosevelt Care Centers in Old Bridge and Edison, New Jersey (the "Agreement") approved by the Authority during April 19, 2019 meeting Resolution Item Number 19-66 and

WHEREAS, pursuant to the Agreement and Subject to the approval by the County Parties, which approval shall not be unreasonably withheld, RWJBarnabas shall be entitled to subcontract certain of the Operations and Management Services provided that RWJBarnabas shall remain responsible to the County Parties for the provision of the Operations and Management Services; and

WHEREAS, RWJ Barnabas contracted with Complete Care Management (“CCM”) as the Manager of the facilities; and

WHEREAS, CCM as the onsite manager has requested to subcontract with Compliance Consulting Group to enhance systematic business operations, ensure compliance, and review existing policies/procedures and provide recommendations for all health care industry updates.

WHEREAS, the Authority approves this subcontracted arrangement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority shall approve the subcontract between RWJBarnabas’s contracted manager Complete Care Management with Complete Consulting Services.
2. The agreement and any other related documents are approved in substantial form, subject to the final approval of the Authority’s counsel.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D’Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D’Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D’Agostino, Secretary

**RESOLUTION OF THE
MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
ESTABLISHING BOARD OF COMMISSIONERS MEETING DATES FOR THE
CALENDAR YEAR 2023**

WHEREAS, a regular meeting of the Middlesex County Improvement Authority (the "Authority") was held on December 14, 2022; and

WHEREAS, the Authority is subject to the provisions of the Senator Byron M. Baer Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.; and

WHEREAS, pursuant to N.J.S.A. 10:4-18, the Authority is required to post and maintain posted throughout the year, a schedule of regular meetings of the Authority for the coming year; and

WHEREAS, the Authority would like to establish the schedule of regular meetings of the Authority for the coming year.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby establishes the following schedule of regular meetings for the year:

January 11, 2023	July 12, 2023
February 8, 2023	August 9, 2023
March 8, 2023	September 13, 2023
April 12, 2023	October 11, 2023
May 10, 2023	November 8, 2023
June 14, 2023	December 13, 2023

2. The regular meetings shall be held at 6:00 P.M. remotely online or at the offices of the Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey at the discretion of the Chairman.

3. The Authority may consider and take action on agenda items and all items that may come before the Authority at the meetings.

4. The Authority may amend this schedule of regular meetings from time to time and shall provide notice thereof in accordance with the provisions of the Senator Byron M. Baer Open Public Meetings Act.

5. The Secretary is directed to publish and post a schedule of the regular meetings in accordance with the Senator Byron M. Baer Open Public Meetings Act.

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the forgoing is a true copy of a resolution adopted at the meeting of the Authority held on the 14th day of December, 2022 as same appears on record in the minute book of the Authority.

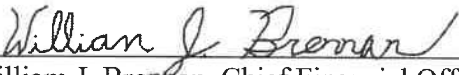
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 14th day of December, 2022.

Christine D'Agostino, Secretary

**RESOLUTION OF THE
MIDDLESEX COUNTY IMPROVEMENT AUTHORITY
PAYMENT OF EXPENSES**

It is hereby resolved by the members of the Middlesex County Improvement Authority at its meeting of December 14, 2022, that payments as itemized on the attached bill list, attached hereto and made a part hereof, in the total amount of \$4,114,391.90 be authorized to be paid out of the Middlesex County Improvement Authority account.

This is to certify that the payments on the attached bill list, in the total amount of \$4,114,391.90 are correct and just and payment should be approved.



William J. Brennan, Chief Financial Officer



James P. Nolan, Chairman

This is to certify that the above is a true copy of a Resolution adopted by the Middlesex County Improvement Authority at a meeting held on December 14, 2022, at which a quorum of the membership was present.

Christine D'Agostino, Secretary

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
James P. Nolan	X			
Paul Abbey	X			
Christine D'Agostino	X			
Tashilee Vazquez	X			
Lois Yukna	X			

CERTIFICATION

I, Christine D'Agostino, Secretary and Certifying Agent of the Middlesex County Improvement Authority, hereby certify that the attached is a true copy of the Minutes of the special meeting of the Middlesex County Improvement Authority held on the 14th day of December, 2022.


Christine D'Agostino, Secretary