



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

THURSDAY, JULY 29, 2010

MINUTES OF THE REGULAR MEETING

Chairman Daniel P. Sullivan called the meeting to order at 7:05pm. Vice Chairman Deborah P. Scanlon, Freeholder Angel G. Estrada, Freeholder Mohamed S. Jalloh, Freeholder Bette Jane Kowalski and Freeholder Alexander Mirabella were present. Freeholder Rick Proctor, Freeholder Rayland Van Blake and Freeholder Nancy Ward were absent.

Also in attendance were County Manager George W. Devanney, County Counsel Robert E. Barry, Esq. and Clerk of the Board Nicole L. DiRado.

The Prayer and Salute to the Flag were led by the Clerk of the Board.

Freeholder Proctor entered the meeting.

The statement of compliance with the Open Public Meetings Act was read by the Clerk of the Board.

Chairman Sullivan stated that following the Approval of the Minutes, the Board will retire to Executive Session prior to the adoption of the Resolutions as there are items on the Agenda that need to be discussed before they can be adopted. He thanked the public in advance for their patience.

Freeholder Ward and Freeholder Van Blake entered the meeting.

PRESENTATION TO THE PUBLIC

1. A Resolution will be presented to Danielle Rodgers, for being chosen as the recipient of the Union County's 2010 New Jersey Association of Counties Foundation and PSE&G Foundation Green Scholarship.

Chairman Sullivan called upon Freeholder Estrada to present a Resolution to Danielle Rodgers for being chosen as the recipient of Union County's 2010 New Jersey Association of Counties Foundation and PSE&G Foundation Green Scholarship. He explained that every year, one person from each county is chosen to receive a scholarship based on a list of requirements and a letter detailing their aspirations of developing solutions for environmental concerns.

Chairman Sullivan introduced Union County Vocational-Technical School Principal Patrick Mauro who stated that they are extremely proud of Danielle and her accomplishments.



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Danielle thanked the Freeholders and Principal Mauro for all their support. She said she hopes to continue to make them proud.

2. A Resolution will be presented to **Carlton Matara, Kyle Russo, Hanna Yi and Sean Yi** of the First Tee Raritan Valley for winning the First Tee Northeast Challenge in Philadelphia.

Chairman Sullivan called upon Michael Blackwell, Executive Director of The First Tee of Raritan Valley to announce the Champions of the First Tee Northeast Challenge in Philadelphia. He stated that they finished number one in the Northeast region and he was very proud of their accomplishments. He thanked the Board for their support, hospitality and the Resolutions.

Chairman Sullivan stated that the Board is pleased to participate in the First Tee program.

PRESENTATIONS TO THE BOARD

Wellness Program Presentation

Presented by:

Frank Guzzo, Director of Human Services, County of Union
Allan Caan, Wellness Program Director, County of Bergen

Chairman Sullivan called upon Director of Human Services Frank Guzzo. Director Guzzo to give an explanation of the Wellness Program that Bergen County initiated two years ago. He stated that the shared service agreement is on tonight's Agenda for the Board's consideration for Union County to participate in the Wellness program. Director of the Bergen County Wellness Program, Allan Caan was in attendance to give a full explanation of the program.

Director Caan explained the benefits of the program, which is free, without restrictions to Union County residents.

Chairman Sullivan thanked Director Caan for taking the time to come to Union County to make the presentation.

The brochure is attached.





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TaylorMade Golf Presentation

Presented by:

Alfred Faella, Director, Department of Parks & Community Renewal

Armando Sanchez, Director, Division of Golf Operations

Catherine Cronin, Vice President of Partner Management TaylorMade/Adidas

Chairman Sullivan called upon Director of Parks and Community Renewal to introduce the presenters of the TaylorMade Golf presentation.

Director Faella congratulated the winners of the First Tee participants. He called upon Director of Golf Operations Armando Sanchez and Vice President of Partner Management TaylorMade/Adidas Catherine Cronin.

Ms. Cronin gave a PowerPoint presentation. She stated that TaylorMade is one company with three brands: TaylorMade Golf, Adidas and Ashworth Golf and their mission is to be the best performance of golf brands in the world. She spoke about the TMaG Global sales growth, the innovative products, world class athletes and unparalleled marketing. She commented on metal golf clubs, footwear and golf apparel. She stated that TaylorMade has a teaching and fitting technology that is based on motion, capturing the body and club and turns it into a 3-D swing that's viewable from every angle and combines that with the statistics gathered by the launch monitor. This is then analyzed by certified TaylorMade club fitting professionals to precisely determine the club specifications that will work the best with your swing to promote maximum distance and accuracy. She stated that the County, being partnered with KemperSports and TaylorMade will be an innovative world class golf operation.

The presentation is attached.

Chairman Sullivan asked when this will all take place. Director Sanchez responded it will take place in 2011.

Vice Chairman Scanlon asked if TaylorMade will conduct some type of training for the employees and asked how many fitters will be on site. Ms. Cronin stated that TaylorMade will assist in the training and there will be two fitters.

Chairman Sullivan thanked Ms. Cronin for the presentation and presented her with a Resolution welcoming TaylorMade to Union County.

The presentation is attached.



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APPROVAL OF COMMUNICATIONS

Chairman Sullivan called for a motion to approve the Communications. On a motion made by Freeholder Mirabella and seconded by Freeholder Kowalski, roll call showed nine members of the Board voted in the affirmative.

Note and File

APPROVAL OF MINUTES

Chairman Sullivan called for a motion to approve the following Minutes:

1. June 24, 2010 - Agenda Meeting Minutes
2. June 24, 2010 - Regular Meeting Minutes
3. June 24, 2010 – Executive Session Minutes
4. July 8, 2010 – Agenda Meeting Minutes
5. July 8, 2010 – Executive Session Minutes

On a motion made by Freeholder Mirabella and seconded by Freeholder Van Blake, roll call showed six members of the Board voted in the affirmative for the June 24, 2010 Agenda, Regular and Executive Session Minutes with Freeholder Jalloh, Freeholder Proctor and Freeholder Van Blake abstaining and eight members of the Board voted in the affirmative for the July 8, 2010 Agenda and Executive Session Minutes with Vice Chairman Scanlon abstaining.

EXECUTIVE SESSION

To the extent known, the following items will be discussed in Executive Session:

1. Contract negotiations relative to the Union County Utilities Authority
2. On-going contract negotiations relative to Leland Avenue, Plainfield
3. Attorney-Client Privileged Communications

County Counsel Barry stated that pursuant to provisions of the Open Public Meetings Act a public body may enter into Executive Session for the purpose of discussing certain enumerated subjects. This Board will now enter Executive Session for the purpose of discussing contract negotiations relative to the Union County Utilities Authority, on-going contract negotiations relative to Leland Avenue, Plainfield and attorney-client privileged communications.

The minutes of the Executive Session shall be separated from the minutes of the Open Public Session. The minutes of the Executive Session, redacted as appropriate and necessary, shall be available in approximately 30 days. The Clerk of the Board shall retain



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the original minutes until such time as the confidential limitations have been removed, at which time they shall be made available.

Upon the Board's return, it may take formal action on any or all of the matters discussed as this is a Regular Meeting.

Upon a majority vote of the members present, the Board may now retire to Executive Session.

Chairman Sullivan asked for a motion to enter Executive Session. On a motion made by Vice Chairman Scanlon and seconded by Freeholder Van Blake, roll call showed nine members of the Board voted in the affirmative.

Chairman Sullivan asked for a motion to return to the Regular Meeting. On a motion made by Freeholder Mirabella and by Vice Chairman Scanlon, roll call showed nine members of the Board voted in the affirmative.

ORDINANCES FOR FIRST READING

Chairman Sullivan stated that Ordinance 706-2010 is being reintroduced and readopted for procedural purposes only and it is not incurring any additional debt on behalf of the County or the Union County Improvement Authority.

ORDINANCE NO. 706-2010 (The title of the Ordinance was read by the Clerk of the Board).

GUARANTY ORDINANCE OF THE COUNTY OF UNION, NEW JERSEY REGARDING THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON CERTAIN REVENUE BONDS, SERIES 2010 (UNION COUNTY CHILD ADVOCACY CENTER PROJECT) OF THE UNION COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,360,000 FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY IN CONNECTION WITH THE AUTHORITY PROJECT.

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

WHEREAS, the Authority is authorized under the provisions of the Act to acquire real estate within the County by lease or purchase and to construct, reconstruct and rehabilitate improvements thereon; and



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WHEREAS, the Authority and the County are in the process of entering into a shared Services Agreement whereby the Authority has assumed a number of responsibilities relating to and in support of the proposed renovations and/or construction in connection with the Union County Child Advocacy Center Project (the “Project”); and

WHEREAS, the Authority is authorized by the Act, including without limitation Section 11 thereof (N.J.S.A. 40:37A-54(a)), to provide public facilities for use by the County, including, without limitation, the provision for the demolition, construction and renovation, as applicable, of the proposed Union County Child Advocacy Center Project located in the City of Elizabeth, and the acquisition of equipment and fixtures therefore; and

WHEREAS, the Authority had determined that in order to undertake the Project the Authority will issue not to exceed \$3,360,000 of its “Revenue Bonds, Series 2010” (Union County Child Advocacy Center Project) (the “2010 Bonds”), to be secured by the Union County Child Advocacy Center Project Loan and Security Agreement (“Loan Agreement”), and to further induce the prospective purchasers of the 2010 Bonds to purchase the same, it will be necessary that payment of the principal of (including sinking fund installments, if any) and interest on the herein defined 2010 Bonds be secured by a full faith and credit, unconditional and irrevocable guaranty of the County in accordance with this guaranty ordinance to be finally adopted by the governing body of the County and a guaranty certificate executed on the face of each Bond upon the issuance thereof by an authorized officer of the County (the “Guaranty”), all in accordance with Section 37 (“Section 37”) of the Act (N.J.S.A. 40:37A-80) and other applicable law; and

WHEREAS, the proceeds of the 2010 Bonds will be applied to, inter alia, the payment of (a) the costs of the demolition, construction and reconstruction, as applicable, of the Union County Child Advocacy Project (b) the costs of the acquisition of equipment and fixtures for the Project, (c) costs of issuing the 2010 Bonds, (d) capitalized interest on the 2010 Bonds, if any, and (e) any other costs set forth in the Bond Resolution (hereinafter defined); and

WHEREAS, the County has determined to adopt a guaranty ordinance securing the timely payment of the principal of, redemption premium, if any, and the interest on the 2010 Bonds; and

WHEREAS, the 2010 Bonds have such other terms as shall be set forth in that certain Resolution authorizing the issuance of the “Union County Improvement Authority Revenue Bonds, Series 2010 (Union County Child Advocacy Center Project) of the Union County Improvement Authority and any Additional Bonds or Notes of the Union County Improvement Authority” adopted by the Authority prior to the issuance of the Bond (the “Initial Bond Resolution” and any amendments or supplements thereto in accordance with the terms thereof may be collectively referred to as the “Bond Resolution”); and



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WHEREAS, the payment of the principal of and interests on the 2010 Bonds are secured by a Deficiency Agreement by and among the County, the Trustee for the 2010 Bonds and the Authority (the “Union County Child Advocacy Center Project, Series 2010 Bonds Deficiency Agreement”); and

WHEREAS, the Authority has made application, on behalf of the County, to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State (the “Local Finance Board”) for the Local Finance Board’s review of the financing, including, *inter alia*, the Loan Agreement, the Union County Child Advocacy Center Project Deficiency Agreement and the Guaranty; and

WHEREAS, in accordance with the terms of Section 37 of the Act (N.J.S.A. 40:37A-80) and the Guaranty, the County shall be obligated, if necessary, to levy *ad valorem* taxes upon all the taxable property within the County without limitation as to rate or amount to make the timely payment of the principal of (including mandatory sinking fund installments, if any) and interest on the 2010 Bonds; and

WHEREAS, in order to market and sell the 2010 Bonds , (i) the Authority shall issue a Preliminary Official Statement (the “POS”) and a final Official Statement (the “OS”) , (ii) the Authority shall enter into a negotiated sale of the 2010 Bonds with one or more underwriters (collectively, the “Underwriter”) pursuant to the terms of a bond purchase agreement (the “BPA”), (iii) the Authority, the County and the trustee for the 2010 Bonds, or any successor thereto in accordance with the terms of the Bond Resolution (the “Trustee”) shall enter into a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) upon the issuance of the 2010 Bonds if necessary, convenient, useful or desirable in connection with Rule 15c2-12 promulgated by the Securities and Exchange Commission Act of 1934, as amended, or any successor rule or regulation thereto (“Rule 15c2-12”), and (iv) the County and the Authority shall take such actions and shall authorize, execute or acknowledge, as the case may be, and deliver such other documents, instruments or certificates as Bond Counsel to the Authority and to the County deem necessary, convenient, useful or desirable in order to issue the 2010 Bonds (collectively, the “Certificate”); and

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

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE COUNTY OF UNION, NEW JERSEY (not less than two-thirds of the full membership thereof affirmatively concurring) **as follows:**



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Section 1. Revenue Bonds, Series 2010 (Union County Child Advocacy Center Project) are sometimes collectively referred to herein as the “2010 Bonds”.

Section 2. This guaranty ordinance shall be adopted by the governing body of the County in the manner provided for adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, as amended (the “Local Bond Law”), codified as N.J.S.A. 40A:2-1, et seq.

Section 3. Pursuant to and in accordance with the terms of the Act, specifically Section 37 of the Act (N.J.S.A. 40:37A-80), the County is hereby authorized to and hereby shall unconditionally and irrevocably guarantee the punctual payment of the principal of (including sinking fund installments, if any) and interest on the Bond in an aggregate principal amount not exceeding \$3,360,000, which Series 2010 Bonds are to be issued to finance the Project as described in the preamble hereof, on such terms and conditions as may be agreed to by and between the County and the Authority. Upon the endorsement of the 2010 Bonds referred to in Section 3 below, the County shall be unconditionally and irrevocably obligated to pay the principal of (including sinking fund installments, if any) and interest on the 2010 Bonds, when due, in the same manner and to the same extent as in the case of bond issued by the County and accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all the taxable property within the County for the payment thereof without limitation as to rate or amount when required under the provisions of applicable law.

Section 4. The County Manager and/or Chief Financial Officer of the County (each an “Authorized Officer”) shall, by manual or facsimile signature, execute an endorsement on each of the 2010 Bonds evidencing this guaranty by the County as to the punctual payment of the principal of and interest thereon. The endorsement on each 2010 Bonds shall be in substantially the following form, and absent the fully executed endorsement in such following form on any such 2010 Bond, such 2010 Bond shall not be entitled to the benefits of this guaranty ordinance:

GUARANTY OF THE COUNTY OF UNION OF THE STATE OF NEW JERSEY

The payment of the principal of and interest on the within Bond is hereby fully, unconditionally and irrevocably guaranteed by the County of Union of the State of New Jersey (the “County”), and the County shall be unconditionally and irrevocably obligated to pay the principal of (including sinking fund installments, if any) and interest on this Bond, when due, in the same manner and to the same extent as in the case of bond issued by the County and accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all the taxable property within the County for the payment hereof without limitation as to rate or amount when required under the provisions of applicable law.



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IN WITNESS WHEREOF, the County of Union of the State of New Jersey, has caused this Guaranty to be executed by the manual or facsimile signature of an Authorized Officer

COUNTY OF UNION
STATE OF NEW JERSEY
Title:

Section 5. It is hereby found, determined and declared by the governing body of the County that:

(a) This guaranty ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the Bond which shall be entitled to the benefits of this guaranty ordinance, being an amount not to exceed \$3,360,000, shall, after their issuance, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2010 Bond entitled to the benefits of this guaranty ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law (i) from and after the time of issuance of the 2010 Bonds until the end of the fiscal year beginning next after the completion of the Project, and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or moneys of the Authority in such year are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2010 Bonds, all bonds of the County issued as provided in Section 36 of the Act (N.J.S.A. 40:37A-79) and all bond of the Authority issued under the Act.

Section 6. The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of 2010 Bond of the Authority which are hereby and hereunder guaranteed as to the punctual payment of the principal thereof and interest thereon is and the maximum estimated cost the Project to be financed in accordance with the transaction contemplated hereby is \$3,360,000.

(b) The purpose described in this guaranty ordinance is not a current expense of the County and no part of the cost thereof has been or shall be assessed on property specially benefitted thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Board of Chosen Freeholders and a complete executed duplicate thereof



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has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this guaranty ordinance by \$3,360,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this guaranty ordinance is permitted by an exception to the debt limitations of the Local Bond Law which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the County's guaranty of the 2010 Bond hereby.

Section 7. This guaranty ordinance shall take effect at the time and in the manner provided by law, but in any event no later than upon the issuance of the 2010 Bond.

Section 8. Upon the adoption hereof, the Clerk of the Board of Freeholders shall forward certified copies of this ordinance to the County Manager, County Counsel, Executive Director of the Authority, and the Law Office of John G. Hudak, Esq., LLC, Bond Counsel to the Authority.

Chairman Sullivan moved Ordinance Number 706-2010 for First Reading and authorized the Clerk of the Board to advertise same in accordance with the law. Public Hearing and Final Reading are scheduled for Thursday, August 19, 2010. The motion was seconded by Vice Chairman Scanlon. Roll call showed eight members of the Board voted in the affirmative with Freeholder Ward absent.

ORDINANCE NO. 709-2010 (The title of the Ordinance was read by the Clerk of the Board).

AN ORDINANCE TO AMEND THE LAWS OF UNION COUNTY: ADMINISTRATIVE CODE AND POLICIES AND GENERAL LEGISLATION: BY AMENDING ARTICLE XVIII-DEPARTMENT OF PARKS, § 1-100-SUBSECTION D; AMENDING ARTICLE XIX, § 1-114 DIVISION OF PARK MAINTENANCE; AMENDING CHAPTER 35-BUSINESS ENTERPRISES, MINORITY AND WOMEN; AND ARTICLE XVI-EMPLOYEE HANDBOOK.

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Union that the "Laws of Union County" are hereby amended as outlined in the attached Schedule A:

Note: All text that is underlined is inserted/new language.
All text that is ~~struck through~~ is deleted language.



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SCHEDULE A

PART I - *ADMINISTRATIVE CODE*

ARTICLE XVIII, Department of Parks & Community Renewal

[Adopted 6-26-1997 by Ord. No. 452; Amended 12-20-2007 by Ord. No. 664]

§ 1-100. Department established; purpose; organization.

[Amended 6-20-2002 by Ord. No. 553; 9-14-2006 by Ord. No. 636; 12-20-2007 by Ord. No. 664; 6-25-09 by Ord. No. 686]

- A. General Purpose; Departmental Organization. There shall be a Department of Parks and Community Renewal for the purpose of promoting and developing the planning, development and growth of the County of Union, coordinating all aspects of such through the efficient and effective use of financial, operational and administrative resources and to proactively address the needs of County residents. The Director shall be fully responsible for the Department's operation.
- B. There may be a Deputy Director who shall be responsible to the Director of the Department of Parks and Community Renewal and shall be responsible for developing plans and coordinating the implementation of plans for renovating existing park facilities and constructing new facilities.
- C. The Department shall have a Bureau of Recreation and a Bureau of Administrative Support. The Chief of each Bureau shall be the head of the Bureau and shall report to the Deputy Director of Parks and Community Renewal.
 - The functions of the Bureau of Recreation is to develop and administer programs to facilitate the public use and enjoyment of County parks, playgrounds, the Watchung Reservation, open spaces and places of recreation; operating all County recreation facilities; and, coordinating park and recreational facilities, programs and special events of the County with other public and private recreational facilities within the County.
 - The functions of the Bureau of Administrative Support is to establish and maintain essential records and files relative to the programs offered by the



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Department, ensure payroll conformity, prepare and reconcile contract bids and bills, and maintain construction progress schedules and reports.

D. The Department shall have a Bureau of Governmental Relations and Community Outreach. The Bureau Chief shall report to the Director of Parks and Community Renewal. The function of the Bureau of Governmental Relations and Community Outreach is to develop and administer programs to facilitate the public use and enjoyment of County parks and recreational facilities in consolidation of County grant programs for maximum effectiveness. The Bureau shall include the Office of Cultural and Heritage Affairs.

E. The Office of Cultural and Heritage Affairs functions and responsibilities shall include:

- (1) Create, support and encourage programs promoting public interest and participation in local arts, history and culture.
- (2) Maintain an annual preservation awards program commending noteworthy historic preservation.
- (3) Educate the public on local, state and municipal efforts to preserve historical sites.
- (4) Maintain an historic inventory as a resource for federal and state agencies and local planners.

[Amended 9-14-2006 by Ord. No. 664]

F. The Department of Parks & Community Renewal shall consist of the following Divisions:

- (1) Division of Planning and Community Development.
- (2) Division of Information Technologies. [Added 7-22-1999 by Ord. No. 503]
- (3) Division of Golf Operations. [Added 12-20-2007 by Ord. No. 664]
- (4) Division of Parks Planning and Horticultural Services

[Amended 9-14-2006 by Ord. No. 636; 12-20-2007 by Ord. No. 664]

§ 1-113. Division of Parks Planning and Horticultural Services

A. Division head. The Director of the Division of Park Planning and Horticultural Services shall be the head of the Division and shall be responsible to the Deputy Director of the Department of Parks and Community Renewal for its operation.

B. Division organization.



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- (1) Within the Division, there shall be the following subdivision:
 - a) The Bureau of Horticulture.
- (2) The Division of Park Planning and Horticulture Services' functions and responsibilities shall include:
 - a) Responsible for developing plans and coordinating the implementation of plans for renovating existing Park facilities, constructing new facilities, and environmental park programs.
- (3) The Bureau of Horticulture's functions and responsibilities shall include:
 - a) Providing for the care, cultivation, planting and replanting of all lawns on County property.
 - b) Providing for the care, cultivation, planting and replanting of flowers and shrubs on County property.

§ 1-114. Division of Park Maintenance

[Added 6-25-2009 by Ord. No. 686]

- A. Under the direction and supervision of the Director of the Department of Engineering, Public Works and Facilities, the Division of Park Maintenance's functions shall include preserving and improving all County park and recreational facilities.
- B. Division Head. The Director of the Division of Park Maintenance shall be the head of the Division and shall be responsible to the Director of the Department of Engineering, Public Works and Facilities.
- C. Division Organization
 - a. Within the Division, there shall be the following Bureaus:
 - i. The Bureau of Parks-Sector I
 - ii. The Bureau of Parks-Sector II
 - iii. The Bureau of Recycling and Planning
 - b. Bureau Chief. The Chief of each Bureau shall be the head of the Bureau and shall be responsible to the Director of the Division of Park Maintenance.
 - c. The functions of the Bureau of Parks-Sector I and Parks-Sector II shall include the provision of care and maintenance of all County park and recreational facilities within its respective Sectors.



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- d. The functions of the Bureau of Recycling and Planning will be as follows:
- Implementing and coordinating Household Special Waste, Computer and Electronics, and Battery/Motor Oil/Filters, and other recycling related events.
 - Implementing and coordinating the Scrap Tire Management Program to fund cleanup and disposal of scrap tires found on public lands.
 - Providing administrative and coordination and assistance to municipalities in implementing the Clean Communities Program.
 - Performing such other duties as may be required by the Director of the Division of Park Planning and Maintenance.
 - Preparing and Disseminating all mandated statistical programmatic reports to appropriate agencies and officials.
 - The Bureau Chief of the Bureau of Planning and Environmental Conservation shall also serve as the District Recycling Coordinator.

Chapter 35, SMALL BUSINESS ENTERPRISES

[HISTORY: Adopted by the Board of Chosen Freeholders of the County of Union 9-10-1987 as Res. No. 676-87. Amendments noted where applicable.]

GENERAL REFERENCES

Affirmative action employment -- See Ch. 12.

§ 35-1. Declaration of policy.

The County declares that the existence of a strong and healthy free enterprise system is directly related to well-being and competitive strength of small business concerns and the opportunity for small businesses to have free entry into business, to grow and to expand, and finds that the County must attempt to ensure that a fair proportion of the County's total purchases and contracts for construction, property, supplies and services is placed with small business concerns.

§ 35-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:



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AGENT -- The Union County Director of the Division of Purchasing.

CONTRACTS -- All purchases of the County of Union, but not including the goods and services over which the County has no discretion as to the payee such as regulated utilities, maintenance of patients in state institutions and two-year out-of-County college reimbursement

DIVISION -- The Division of Purchasing.

SET-ASIDE CONTRACT:

- A. A contract for goods, equipment, construction or services which is designated as a contract for which bids are invited and accepted only from small businesses;
- B. A portion of a contract when that portion is so designated; or
- C. Any other purchase or procurement so designated.

SMALL BUSINESS -- A business which has its principal place of business in the State, is dependently owned and operated and meets all other qualifications as may be established in accordance with *N.J.S.A. 52:27H-21.8(g)* , *N.J.A.C. 17:13-1.2 and 17:14-1.2*

§ 35-3. Set-aside program.

- A. Notwithstanding the provisions of any County bidding or Local Public Contracts Law to the contrary, but subject to any superseding federal statutes or rules, the Division may designate a contract and/or a portion thereof for goods and services or construction to be awarded by the agent to a qualified small businesses pursuant to the goals and procedures established by this program whenever there is a reasonable expectation that bids may be obtained from at least two qualified small businesses capable of furnishing the desired goods and services or construction at a fair and reasonable price. The designation shall be made prior to the advertisement of bids.
- B. There is established a goal that the Division attempt to award at least 15% of the dollar value of its contracts to small businesses. This goal may, where appropriate, be attained by the direct designation of businesses by requiring that a portion of such a prime contract be subcontracted to small businesses. The Division shall make a good faith effort to attain the goal established in this section.
- C. For purposes of obtaining the goal, the Division shall, when necessary, specifically set aside contracts or portions of contracts for which only small businesses may bid.
- D. The advertisement for bids on a set-aside contract shall indicate that the contract to be awarded is a qualified small business enterprise set-aside contract. The advertisement



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shall be in at least one newspaper which will best provide notice thereof to qualified small business enterprises sufficiently in advance of the date fixed for receiving the bids to promote competitive bidding among those businesses for whom the contract is being set aside, but said notice shall not be published less than 10 days prior to that date. The newspaper or newspapers in which the advertisement shall appear shall be selected by the Division of Purchasing. The advertisement shall designate the time and place at which sealed proposals shall be received and publicly opened and read, the amount of the cash or certified check, if any, which shall accompany each bid and such other items as the Division may deem proper. The advertisement shall be made by the Division pursuant to the procedure set forth in the law governing such contracts.

- E. The Division shall establish reasonable regulations appropriate for controlling the designation of prospective small business bidders according to the financial ability and experience of the bidders and the capital and equipment available to them pursuant to and reasonably related to the class or category of work to be performed or materials and supplies to be furnished or hired in the performance of any subcontract and may require each bidder to furnish a statement thereof.
- F. The Division shall establish a procedure whereby businesses may request inclusion on appropriate lists for small businesses.
- G. The Division shall establish a procedure annually reviewing the lists and determining whether the businesses on the lists shall continue to be designated as small businesses.
- H. When a contract or portion thereof has been designated as a qualified small business enterprise set-aside contract, invitations for bids shall be confined to qualified small businesses designated by the Division as appropriate for the set-aside, and bids from other bidders which are not qualified small business enterprises shall be rejected. The purchase, contract or expenditure of funds shall be awarded among the qualified small business enterprises in accordance with the statutes and rules governing purchases by the Division. The award shall be made within the time frame authorized statute.
- I. If the Division determines that the acceptance of the lowest responsible bid on a set-aside contract will result in the payment of unreasonable price, the Division shall reject all bids and withdraw the designation of the set-aside contract. Qualified small business enterprises shall be notified in writing of set-aside cancellation, the reasons for the rejection and the County's intent to resolicit bids on an unrestricted basis. The cancelled bid solicitation shall not be considered as a set-aside for the purposes of attaining established set-aside goal.
- J. If the Division determines that two bids from qualified small businesses cannot be obtained, the Division may withdraw the designation of the set-aside contract and resolicit bids on an unrestricted basis pursuant to the Local Public Contracts Law. The cancelled designation shall not be considered as a set-aside for the purposes of attaining established set-aside goal.



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§ 35-4. Violations and penalties.

- A. Where the purchasing agent determines that a business has been classified as a qualified small business enterprise on the basis of false information knowingly supplied by the business and has been awarded a contract to which it would not otherwise have been entitled under this program, the purchasing agent shall have the authority to:
- (1) Assess against the business any difference between the contract and what the County's cost would have been if the contract had not been awarded in accordance with the provisions of this program.
 - (2) In addition to the amount due under Subsection A(1), assess against the business a penalty in an amount of not more than 10% of the amount of the contract involved.
 - (3) Order the business ineligible to transact any business with the County for a period to be determined by the purchasing agent.
- B. Prior to any final determination, assessment or order under this section, the purchasing agent shall afford the business an opportunity for a hearing on the reasons for the imposition of the penalties set forth in Subsection A(1), (2) or (3) of this section.

§ 35-5. Report to the Board of Chosen Freeholders.

The Division shall submit a report to the Board of Chosen Freeholders by January 31 of each year describing the County's efforts in attaining the set-aside goals and the percentage of the dollar value of total procurements awarded pursuant to this program.

The Board of Chosen Freeholders shall publish a list of the County's attainments in the immediately preceding local fiscal year, to include the County and local municipalities averages, in at least one newspaper circulating in the County by March 1 of each year.

Construal; statutory authority.

- A. This program is to be liberally construed to effectuate the purpose herein described. Nothing herein is to be construed as repealing or abridging the emergency powers of any agency of government except to the extent expressly set forth herein.
- B. If any section, subsection, paragraph, sentence, clause, phrase or portion of this program shall be adjudged or declared invalid for any reason whatsoever, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.
- C. All provisions of the Local Public Contracts Law, P.L. 1971, c. 198 (*N.J.S.A. 40A:11-1 et seq.*), and any supplements thereto, shall apply to purchases, contracts and agreements



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made pursuant to this program unless otherwise superseded by the provisions of this program.

- D. This program is promulgated and adopted in accordance with P.L. 1985, c. 482 (N.J.S.A. 40A:11-41 *et seq.*).

Chapter 100, PERSONNEL

[HISTORY: Adopted by the Board of Chosen Freeholders of the County of Union as indicated in article histories. Amendments noted where applicable.]

ARTICLE XVI, Employee Handbook

[The County of Union Employee Handbook, Resolution No. 2010-634 adopted July 29, 2010 is on file in the office of the Clerk of the Board. A copy of this Handbook can be obtained by contacting the Division of Personnel Management and Labor Relations.]

Freeholder Estrada moved Ordinance 709-2010 for First Reading and authorized the Clerk of the Board to advertise same in accordance with the law. The Public Hearing and Final Reading are scheduled for August 19, 2010. The motion was seconded by Freeholder Jalloh. Roll call showed nine members of the Board voted in the affirmative.

PUBLIC COMMENT PORTION

The meeting is open to the public for the purpose of commenting on Resolutions being offered for adoption only.

Jonathan Williams, Esq., Special Counsel to the Union County Utilities Authority (UCUA). He explained that the UCUA operates facilities that process solid waste. He said the UCUA would like to extend the lease on the Union County Resource Recovery Facility (UCRRF) with Covanta, the County's garbage incinerator, through the year 2045. He said that the existing contract which was signed in 1998 will terminate in 2023 and by extending the lease the County will receive significant additional benefits in terms of reduced solid waste disposal costs for operations in the County. He said the new contract will allow disposal fees to dump at the UCRRF at a rate of \$61 per ton, a reduction from \$64.44 for towns that contract with the UCUA and the County would also receive \$4 million per year in lease-extension payments starting in January 2011 through the end of the lease in 2045. He stated that the municipalities that sign the contract amendments would receive funds based on the amount of trash dumped at the incinerator and in 2029 the County will begin receiving 10% of energy revenues from electricity produced at the facility. Mr. Williams said that a five-year option to extend the contract to 2050 would include revenue sharing, whereby, the County



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would receive 50% of the profits. He said that this is based on the UCUA being successful in resigning the fourteen existing municipal contracts with the UCUA. He added that the contract will show a significant reduction in the cost of general waste and the money will show significant, immediate rate relief and property tax relief totaling \$276 million to the County over the thirty-five year contract. He urged the Board to support the Resolution.

Chairman Sullivan thanked him for the explanation.

Tina Renna, Cranford, commented on Resolutions 2010-676 and 2010-677. She read a statement pertaining to Mr. Dawkins medical condition and the law suit against the County.

County Counsel Robert E. Barry, Esq. stated that they have not conducted a physical inspection, but he believes that Mr. Dawkins is still alive.

Bruce Paterson, Garwood, commented on Resolutions 2010-646 and asked why additional wallboard is needed for Runnells Specialized Hospital. On Resolution 2010-659, he made comments about the increase in contract amount and to T&M Associates. He said Pay-to-Play needs to be stopped. On Resolution 2010-662, he asked what kind of improvements will be made to Oak Ridge Park that will cost \$18 million; on Resolution 2010-681, he said he is opposed to extending a lease for the Union County Resource Recovery Facility to year 2045, as he believes that technology will change by then and the County should not be locked into something that may become obsolete. He urged the Board to vote no.

John Bury, Kenilworth, approached the podium to comment on resolution 2010-693. Chairman Sullivan stated that there will be a separate public speaking section for Resolution 2010-693.

Jim Buettner, Cranford, asked for an explanation of Resolution 2010-644. He asked if the Union County Parks and Recreation Advisory Board meetings have been cancelled for the summer and if the Union County Parks Master Plan has been published; on Resolution 2010-662, he asked if the project application can be made available to the public.

Chairman Sullivan called upon Administrator of Runnells Specialized Hospital Joan Wheeler to explain the reason for Resolution 2010-646. Ms. Wheeler stated that the hospital is in the process of changing the height of the wallboard in order to prevent wheelchair handles from breaking through the plaster. This resulted in the need for additional wallboard.

Ms. Wheeler also explained that in reference to Resolution 2010-644, ambulance service went out to bid ten months ago and the contract was awarded. However, the second bidder chose to challenge the decision made as they claim that the awarded bidder did not calculate the mileage properly indicated by Medicare. This Resolution is to extend the contract until the Office of the Inspector General makes the decision, and at that time the contract will be awarded.



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Administrator of Open Space, Recreation and Historic Preservation Trust Fund Vikki Durbin-Drake explained that Resolution 2010-659 is for the Stanford Drive Park project in Berkeley Heights. She stated at times there are unforeseen items during the course of a project and this Resolution will account for extending the contract for about 3.5 months.

County Manager Devanney stated that the Union County Parks Master Plan is nearing completion and it will be presented to the Board in August or early September.

Chairman Sullivan stated that in reference to Resolution 2010-662, a public meeting was held on July 26th at 6:00pm in the Freeholder Meeting Room for the Oak Ridge Park Green Acres Application Project, which is required by law in order to apply for Green Acre funds. He said the purpose of the meeting was to demonstrate the design. He stated that a similar presentation could be held at a Freeholder Meeting to explain the future plans. He added that the County applied for the maximum amount of funds.

Chairman Sullivan commented on Resolution 2010-681 and said that he never heard of a \$276 million tax reduction as being a “bad thing.” He said that this Agreement will produce the tax reduction and said that the original Agreement was for thirty years and this Agreement and Resolution will provide a great reduction and tax relief for Union County residents. He stated that the County has a good relationship with Covanta and the Union County Utilities Authority and he urged the Board to support the Resolution.

RESOLUTIONS

Chairman Sullivan called for a motion to adopt Resolutions 2010-634 through 2010-701.

THE FOLLOWING RESOLUTIONS ARE BEING OFFERED FOR ADOPTION:

2010-634 FREEHOLDER ESTRADA, approving and adopting the revised **County of Union Employee Handbook**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-635 FREEHOLDER ESTRADA, approving and adopting the revised **County of Union Workplace Injury and Illness Manual**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.



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- 2010-636** **FREEHOLDER JALLOH**, authorizing the County Manager to enter into an agreement with the **Union County Immunization Program and Trinitas School of Nursing, Elizabeth, New Jersey**, to cooperate in providing clinical facilities in nursing for students enrolled in the School of Nursing for the period of September 1, 2010 through August 31, 2011 at no cost to the County.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-637** **FREEHOLDER JALLOH**, authorizing the County Manager to enter into a contract with **Vashdeo Harjani, MD, Hospital Associates, Inc., Berkeley Heights, New Jersey**, to provide professional medical services to the patients/residents of Runnells Specialized Hospital for the period of September 1, 2010 through August 31, 2011. This is a fee for service agreement at no cost to the County.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-638** **FREEHOLDER JALLOH**, authorizing the County Manager to enter into a contract with **Samir Patel, MD, Hospital Associates, Inc., Berkeley Heights, New Jersey**, to provide professional medical services for the patients/residents of Runnells Specialized Hospital for the contract period of September 1, 2010 through August 31, 2011. This is a fee for service agreement at no cost to the County.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-639** **FREEHOLDER JALLOH**, authorizing the County Manager to enter into a contract with **Robert Restifo, DO, Summit, New Jersey**, to serve as the Director of Pulmonary Medicine/Respiratory Care for the patients/residents of Runnells Specialized Hospital for the period of September 1, 2010 through August 31, 2011 in the amount of **\$4,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-640** **FREEHOLDER JALLOH**, authorizing the County Manager to enter into a contract with the **Law Office of Christina Strong, Esq., Belle Mead, New Jersey**, to provide legal services concerning regulatory and reimbursement matters to Runnells Specialized



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Hospital for the contract period of September 1, 2010 through August 31, 2011 in the amount of **\$15,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-641 FREEHOLDER JALLOH**, approving the list of **pre-qualified prosthetic and orthotic companies** to provide services to the residents/patients at Runnells Specialized Hospital.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-642 FREEHOLDER JALLOH**, authorizing the County Manger to enter into a contract with **England Orthopedics, Inc., Avenel, New Jersey**, to provide prosthetic and orthotic services for the patients/residents at Runnells Specialized Hospital for the contract period of August 1, 2010 through July 31, 2011 in the amount of **\$10,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-643 FREEHOLDER JALLOH**, authorizing the County Manger to enter into a contract with **Speech & Hearing Associates, Westfield, New Jersey**, to provide audiology services for the patients/residents at Runnells Specialized Hospital for the contract period of August 1, 2010 through July 31, 2011 in the amount of **\$10,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-644 FREEHOLDER JALLOH**, amending Resolution No. 2009-952, a contract with **Always Caring Medical Transport, Dunellen, New Jersey**, to provide ambulance service to the patients/residents at Runnells Specialized Hospital for the contract period of April 16, 2010 through April 15, 2011 in an additional amount of \$43,000 for a total contract amount of **\$85,000**. This contract is an extension of the current contract to allow for an opinion of the Office of the Inspector General regarding a challenge to a bid.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.



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- 2010-645** **FREEHOLDER JALLOH**, authorizing the County Manger to enter into a contract with **Speech & Hearing Associates, Westfield, New Jersey**, to provide speech/language pathology services to the patients/residents at Runnells Specialized Hospital for the contract period of August 1, 2010 through July 31, 2011 in the amount of **\$85,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-646** **FREEHOLDER JALLOH**, amending Resolution No. 2009-775, a contract with **The Viva Group, Warren New Jersey**, to increase the contract amount by \$9,580 to purchase additional wallboards for the renovation of the third floor at Runnells Specialized Hospital for a new contract amount of **\$108,948**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-647** **FREEHOLDER KOWALSKI**, appointing the following as members of the **Local Advisory Committee on Alcoholism and Drug Abuse** to fill unexpired terms: **Jo-Ann Miller**, term commencing January 1, 2010 through December 31, 2012 (Criminal Justice Representative); and **Carol Berger**, term commencing January 1, 2010 through December 31, 2011 (voluntary Community Member).

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-648** **FREEHOLDER KOWALSKI**, authorizing the County Manager to exercise a twelve month extension option to BA No. 39-2008, with Amendment No. 2 to the contract with **Aramark Correctional Services LLC, Oakbrook Terrace, Illinois**, to provide food services and food management service for the Juvenile Detention Center for the contract period May 1, 2010 through April 30, 2011 in the amount of **\$563,049** {Local funding: \$563,049}

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-649** **FREEHOLDER KOWALSKI**, authorizing the County Manager to accept the Innovative Funding Award for the sum of **\$120,000** to be utilized by the **Union County Detention Alternative Initiative Local County Council on Juvenile Justice System**



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Improvement, to continue funding the evening reporting center and additional program services that serve youth in the local detention system for the period of January 1, 2011 through December 31, 2011. {State funding: \$120,000})

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-650 FREEHOLDER KOWALSKI, authorizing the County Manager to make a renewal application for funding and enter into a contract with the **New Jersey Department of Community Affairs – Division of Women for the Rape Crisis Center** to provide rape prevention education for the contract period starting November 1, 2010 through October 31, 2011 in the amount of **\$47,533**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-651 FREEHOLDER KOWALSKI, authorizing the County Manager to make a renewal application for funding and enter into a contract with the **New Jersey Department of Community Affairs – Division of Women for the Rape Crisis Center** to provide rape care direct services for the contract period January 1, 2011 through December 31, 2011 in the amount of **\$35,535**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-652 FREEHOLDER KOWALSKI, authorizing the County Manager to enter into a shared services agreement with the **County of Bergen** for the purposes of making **Bergen's Wellness Discount Program** available to all residents of Union County without regard to age or income at no cost to the County of Union to provide prescription, vision care, diabetic supplies and hearing aid discounts.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-653 FREEHOLDER KOWALSKI, amending Resolution No. 2009-1106, to reflect the name change of Community Hospital Group, Inc., to **JFK Adult Medical Day Program, Edison, New Jersey** only.



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On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-654 FREEHOLDER KOWALSKI**, amending Resolution No. 2010-134, an agreement for the year **2010 Union County Arts Grant Program** in an additional amount of \$900 for a new total amount of **\$53,080** which supports arts programs/presented by forty-five organizations.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-655 FREEHOLDER MIRABELLA**, modifying the 2010 Union County Adopted Budget in the amount of **\$8,000** as a result of notification received from the State of New Jersey Department of Labor and Workforce Development for a program entitled: **“Workforce Investment Board (WIB) Grant.”**

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-656 FREEHOLDER MIRABELLA**, modifying the 2010 Union County Adopted Budget in the amount of **\$3,025,442** as a result of notification received from the State of New Jersey Department of Labor and Workforce Development for a program entitled: **“Work First New Jersey Grant.”**

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-657 FREEHOLDER PROCTOR**, supporting Senate Bill Number 2128, requiring the New Jersey Department of Education to develop and distribute information regarding hypertrophic cardiomyopathy and expands the role and membership of the New Jersey Athlete Cardiac Screening Task Force.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-658 VICE CHAIRMAN SCANLON**, amending Resolution No. 2009-877, the **Preserve Union County 2009 Matching Grant Program** in an additional amount of \$14,750 for the **Borough of Mountainside, Deacon Andrew Hetfield House, Historic Preservation**



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Plan, for a new contract amount not to exceed **\$469,750** in conjunction with the Open Space, Recreation and Historic Preservation Trust Fund.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-659 VICE CHAIRMAN SCANLON, amending Resolution No. 2008-1134, a contract with **T&M Associates, Middletown, New Jersey**, to increase the contract amount by \$97,972 for a total amount not to exceed **\$521,372** for the development of the Stanford Drive Park, Berkeley Heights, New Jersey. An expanded scope of work was required, due to site conditions uncovered after commencement of park construction project. This includes, but is not limited to, oversight of plan and schedule development, testing of soil, sorting, loading, and disposal, tracking and monitoring in conjunction with the Open Space, Recreation and Historic Preservation Trust Fund.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-660 VICE CHAIRMAN SCANLON, accepting the **Briant Park Master Plan**, presented by the Briant Park Olmstead Conservancy, in a show of the Board's continued support to improve the park as deemed appropriate pursuant to the Union County Parks Master Plan.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-661 VICE CHAIRMAN SCANLON, authorizing the County Manager to apply for and if awarded, accept funding from the New Jersey Office of Green Acres Land Acquisition and Park Development grant program for the **Briant Park Development Project, Summit/Springfield, New Jersey**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-662 VICE CHAIRMAN SCANLON, authorizing the County Manager to apply for and if awarded, accept funding from the New Jersey Office of Green Acres Land Acquisition and Park Development grant program for **Oak Ridge Park, Clark, New Jersey**. This project application will request a matching grant not to exceed \$9,385,774.35.



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On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-663 CHAIRMAN SULLIVAN, authorizing the County Manager to award the proposed contracts obtained through advertised public bidding in accordance with the **Local Public Contracts Law N.J.S.A. 40A:11-1 et seq;** (**CHAIRMAN SULLIVAN**)

- a. Office of the County Clerk: American Cadastre, LLC, d/b/a AMCAD, Rock Island, Illinois, to provide microfilming services for Union County documents such as deeds, mortgages and other land records for a period of 24 consecutive months in an amount not to exceed **\$25,000**.

2010-664 CHAIRMAN SULLIVAN, amending Resolution No. 2009-925 (BA#91-2009), a contract (through public bidding process) with **A & K Equipment Company, Inc., Rahway, New Jersey**, approving Change Order No. 1 (final) in the amount of \$18,800 for a new contract amount of **\$66,275** for one additional truck body.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-665 CHAIRMAN SULLIVAN, concurring with the **City of Linden**, granting permission to the Cultural and Heritage Committee to close Wood Avenue on Saturday, September 4, 2010 from 6:00 a.m. to 10:00 p.m. with a rain date of Sunday, September 5, 2010 to hold, "A September to Remember" festival. Also, granting permission to hang a banner advertising the event across North Wood Avenue between Curtis Street and Gibbons Street from August 4, 2010 through September 4, 2010.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-666 CHAIRMAN SULLIVAN, amending Resolution No. 1168-2004, a professional engineering service contract with **O'Brien & Gere Engineers, Inc., Buffalo, New York**, for additional construction administration services for the Milton Lake Dam, Nomahegan Park Dam and Rahway River Park Dam projects in an additional amount of \$76,000 for a new contract amount not to exceed **\$216,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.



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- 2010-667** **CHAIRMAN SULLIVAN**, amending Resolution No. 2008-672, a professional engineering service contract with **Matrix New World, East Hanover, New Jersey**, for a Remediation Pilot Study at the Department of Public Works Maintenance Yard, Scotch Plains, New Jersey in an additional amount of \$36,425 for a new contract amount not to exceed **\$96,425**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-668** **CHAIRMAN SULLIVAN**, authorizing the County Manager to enter into a professional engineering service contract with **RBA, Parsippany, New Jersey**, for design, construction administration and inspection services for the Watchung Stables Paddock Project, Township of Mountainside, in an amount not to exceed **\$17,600**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-669** **CHAIRMAN SULLIVAN**, authorizing the County Manager to enter into an agreement and accept funding in the amount of **\$3,745,499.63** from the **New Jersey Department of Transportation** for the construction of Roadway Improvements and Handicapped Ramps – American Recovery and Reinvestment Act of 2009, County of Union, New Jersey.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-670** **CHAIRMAN SULLIVAN**, authorizing the County Manager to approve the revisions to the **Union County Annual Transportation Plan** for State Aid for year 2010.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-671** **CHAIRMAN SULLIVAN**, authorizing the County Manager to enter into an **Inter-local Shared Services** agreement between the County of Union, Office of Health Management and the Union County Utilities Authority for provision of enforcement services related to the Union County District Solid Waste Management Plan and waste flow enforcement provided under CEHA.



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On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-672** CHAIRMAN SULLIVAN, authorizing the County Manager to award a contract to **Harris Corporation, Lowell, Massachusetts**, for the purchase of radio communications equipment and accessories in an amount not to exceed **\$100,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-673** CHAIRMAN SULLIVAN, authorizing the County Manager to award a contract to **Televere Systems, Janesville, Wisconsin**, for Police and Homeland Security equipment and supplies in an amount not to exceed **\$100,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-674** CHAIRMAN SULLIVAN, authorizing the County Manager to enter into a contract with **NMS Labs, Willow Grove, Pennsylvania**, for toxicology services for the period of July 1, 2010 through June 30, 2011 in an amount not to exceed **\$50,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-675** CHAIRMAN SULLIVAN, amending Resolution No. 2010-515, to add one additional part-time morgue technician, **John Hicks, Plainfield, New Jersey**, to assist the medical examiner when the full time technician is on vacation or on sick leave in an amount not to exceed **\$15,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-676** CHAIRMAN SULLIVAN, amending Resolution No. 2009-1051, to increase the appropriation to **Brownstein, Booth & Associates, Union City, New Jersey**, Special Counsel in the matter entitled **Jonathan Dawkins v. UC, et als** for an additional sum of \$10,000 for a new total contract amount not to exceed **\$20,000**.



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On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-677** CHAIRMAN SULLIVAN, amending Resolution No. 2009-1052, to increase the appropriation to **Palumbo & Renaud, Cranford, New Jersey**, Special Counsel in the matter entitled **Jonathan Dawkins v. UC, et als** for an additional sum of \$10,000 for a new total contract amount not to exceed **\$20,000**.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-678** CHAIRMAN SULLIVAN, approving a lease extension with the **State of New Jersey, Department of Treasury, Division of Property Management and Construction** for the Judiciary located at 2 Broad Street in Elizabeth for the period of October 10, 2010 through September 30, 2015.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-679** CHAIRMAN SULLIVAN, amending Resolution Number 2009-786, a contract with **Access Systems, Manilus, New York**, for an additional amount not to exceed \$16,950 for a new contract amount of **\$31,950** and to extend the contract termination date to December 31, 2010 to provide additional services to expand the Union County Tax Board E-Share Project to 9 more municipalities.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-680** CHAIRMAN SULLIVAN, amending Resolution Number 2009-787, a contract with **Continuum Voice and Data Services, Syracuse, New York**, for an additional \$17,376 for a new contract amount of **\$372,789.04** and to extend the contract termination date to December 31, 2010 to provide additional software and services to expand the Union County Tax Board E-Share Project to 9 more municipalities.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

- 2010-681 CHAIRMAN SULLIVAN**, authorizing the County Manager to execute the Memorandum of Understanding between the County of Union, Union County Utilities Authority and Covanta Union, Inc., creating the basis for an extension of the existing lease by Covanta of the Union County Resource Recovery Facility and establishing policy favoring an extension of lease and directing the Authority to implement that policy on or before December 31, 2010.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-682 CHAIRMAN SULLIVAN**, appointing **Diane L. Murray to the Runnells Advisory Board** for a term to commence January 1, 2010 and expire December 31, 2012.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

THE FOLLOWING RESOLUTIONS ARE LAUDATORY IN CONTENT:

- 2010-683 FREEHOLDER KOWALSKI**, congratulating **Free Acres'** on their Centennial celebration.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-684 FREEHOLDER KOWALSKI**, congratulating **Cranford Chief of Police Eric G. Mason** for being selected as the President of the New Jersey State Association of Chiefs of Police.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-685 FREEHOLDER KOWALSKI**, expressing the Board's deepest condolences to the family of **Abelino Mazariego, Summit, New Jersey**, in this, their time of sorrow.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

- 2010-686 FREEHOLDER KOWALSKI**, congratulating **Union County Vocational-Technical School and Honeywell** for hosting a "Green Boot Camp" program along with UCVT



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

teachers, **Paul Savage and Jennifer Puglia** who designed the curriculum to help educators prepare students for career opportunities in the merging green economy.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-687 FREEHOLDER KOWALSKI AND FREEHOLDER PROCTOR, recognizing **American Standard Brands** for donating high efficiency faucets, toilets and urinals to the Rahway High School as a result of the study undertaken by the Rahway Water Champions, who determined that the high school would conserve 1.5 million gallons of water, and \$6,500 by upgrading to high efficiency water products.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-688 FREEHOLDER KOWALSKI AND FREEHOLDER PROCTOR, congratulating Rahway High School's Social Action Club, led by faculty Advisory Elizabeth Jotz and the Rahway High School Water Champions: **Emera De los Santos, Jenniffer Matos, Paloma Ferreyra, Moreen Famosa, Jamie Pierre and Ar-Rasheed Brisco** for finding ways to save 1.6 million gallons of water per year for their school.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-689 FREEHOLDER MIRABELLA, congratulating **Julius Swirz** on serving the Roselle Park Fire Department for 50 years.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

2010-690 FREEHOLDER PROCTOR, congratulating **Paula Braxton** on her retirement as Principal of Rahway High School.

On a motion made by Freeholder Kowalski and seconded by Vice Chairman Scanlon, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

SUSPENSION OF THE RULES



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

Chairman Sullivan called for a motion to suspend the rules. On a motion made by Vice Chairman Scanlon and seconded by Freeholder Mirabella, roll call showed eight members of the Board voted in the affirmative with Freeholder Proctor absent.

PUBLIC COMMENT PORTION

The meeting is open to the public for the purpose of commenting on Resolutions being offered for adoption from the floor only.

Tina Renna, Cranford, commented on Resolution 2010-692. She stated that the Union County Alliance Newsletter receives \$330,000 annually for advertising and asked if this Resolution is for a separate contract. She said that she submitted OPRA requests for this amount and it came back that it was for the Union County Alliance Newsletter, but there are no documents to support this contract amount, only that it is for the Union County Newsletter and she added that if that is true, then the total amount is \$350,000 for advertising. She said that the Union County Alliance is a separate entity and is not subject to OPRA and the County has no other documents to support this large amount. She asked if Resolution 2010-692 is for advertising in the Union County Newsletter.

John Bury, Kenilworth, asked for an explanation for Resolution 2010-693. He also read his web blog regarding solar energy credits, purchase of bonds and repaying debts in reference to the solar panels.

Bruce Paterson, Garwood, said that he hopes the solar panels mentioned in Resolution 2010-693 are purchased in the United States.

Jonathan Williams, Esq., Special Counsel for the Union County Improvement Authority stated that Mr. Bury's information in his web blog is incorrect. He explained that the Renewable Energy Initiative is to install solar panels on municipal and government buildings and the money will be repaid by the vendor that is selected by the Board through a competitive bidding process. He said that there will be no expense to municipalities, schools or the County for installation and the Union County Improvement Authority will own the panels. The vendor will install and then lease them and sell the electricity back to the public entity at a reduced rate. He stated that solar energy credits are available to the vendor and the revenue will be shared with Union County. He said these credits are not available to public entities, only private vendors.

Director of Parks and Community Renewal Alfred Faella stated that the contract in Resolution 2010-692 is for advertising in the Union County Alliance Newsletter which allows all departments to advertise services provided throughout the County.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTIONS FROM THE FLOOR

Chairman Sullivan called for a motion to adopt Resolutions 2010-691 through 2010-701.

THE FOLLOWING RESOLUTIONS ARE BEING OFFERED FOR ADOPTION FROM THE FLOOR:

- 2010-691 FREEHOLDER KOWALSKI**, amending Resolution Number 2010-582, to reflect a change in the account numbers and to reflect final State grant allocation as per notice obligation.

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

- 2010-692 VICE CHAIRMAN SCANLON**, authorizing the County Manager to enter into an agreement with the **Union County Alliance, Clark, New Jersey**, for the purpose of advertising, allowing departments within the County to communicate and highlight programs and services which they provide in the amount of **\$29,960** pursuant to NJAC 5:30 et seq.

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

- 2010-693 CHAIRMAN SULLIVAN**, authorizing the County of Union to participate in the **Union County Improvement Authority's Series 2010 Renewable Energy Program** and authorizing such Union County Improvement Authority to apply to the Local Finance Board for the necessary consents and approvals on behalf of the County of Union.

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

- 2010-694 CHAIRMAN SULLIVAN**, authorizing the County Manager to enter into an agreement with the **Rutgers Cooperative Extension** for the 2010 salary contract agreement to provide family and community health sciences, agriculture and 4-H youth development educational programs, and classes and events for Union County residents in the amount of **\$92,328**.

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

- 2010-695 CHAIRMAN SULLIVAN**, amending Resolution Number 2009-236, a resolution authorizing the County Manager to enter into Memorandums of Understanding with municipalities for the purposes of using **Union County First Alert**, to authorizing the County Manager to also enter into Memorandums of Understanding with other public entities and non-profit organizations.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

THE FOLLOWING RESOLUTIONS ARE LAUDATORY IN CONTENT:

- 2010-696 FREEHOLDER ESTRADA**, congratulating **Danielle Rodgers**, for being chosen as the recipient of the Union County's 2010 New Jersey Association of Counties Foundation and PSE&G Foundation Green Scholarship.

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

- 2010-697 FREEHOLDER ESTRADA**, acknowledging July 28, 2010 as the 189th Anniversary of the **National Independence of Peru**.

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

- 2010-698 CHAIRMAN SULLIVAN AND THE ENTIRE BOARD**, congratulating **Former Freeholder Chester Holmes on the occasion of his 80th Birthday** which he celebrated on July 15, 2010.

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

- 2010-699 CHAIRMAN SULLIVAN AND THE ENTIRE BOARD**, congratulating **Carlton Matara, Kyle Russo, Hanna Yi and Sean Yi** of the First Tee Raritan Valley who won the First Tee Northeast Challenge in Philadelphia.

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

- 2010-700 CHAIRMAN SULLIVAN AND THE ENTIRE BOARD**, congratulating **TaylorMade Golf** for their accomplishments in transforming the Learning Center at Galloping Hill.

On a motion made by Freeholder Mirabella and seconded b Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

- 2010-701 FREEHOLDER VAN BLAKE**, expressing the Board's deepest condolences to the family of **Al Goodman**, in this, their time of sorrow.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

On a motion made by Freeholder Mirabella and seconded by Freeholder Jalloh, roll call showed nine members of the Board voted in the affirmative.

PUBLIC COMMENT PORTION

The meeting is open to the public for the purpose of commenting on any matter.

John Bury, Kenilworth, continued to read the remainder of the web blog from earlier in the evening regarding solar panels. He remarked that Freeholder Proctor left the room prior to the adoption of the Resolutions.

Chairman Sullivan asked Director of Finance Larry Caroselli to respond to Mr. Bury's comments.

Director Caroselli stated that Beneficial Bank purchased \$50 million of the \$182.7 million at a net interest of .463 and Wells Fargo purchased the balance at .491. He stated that the interest earnings that the County is receiving are minimal, like everyone else. He stated that the County was not looking to make money, but to have adequate cash flow. He said a \$3 million premium will go into the County capital surplus as discussed at the June 24th Freeholder Meeting.

Bruce Paterson, Garwood, remarked about the comment that Mr. Williams made about no public dollars being involved in the installation of solar panels, but stated that about \$250,000 is being paid to Mr. Williams and Birdsall Group for their work pertaining to the solar panels. He commented about a firm called Greener by Design, who he claims the two principals are Senator Raymond Lesniak and Senator Thomas Kean.

Tina Renna, Cranford, stated that the Union County Parks Master Plan is not yet available. However, there is a Resolution on the Agenda appropriating money pursuant to the Master Plan. She asked if the funds are for the old or the new Master Plan.

Ms. Renna stated that citizens attend the Freeholder Meetings to see how their tax dollars are spent and it is not a political thing. She stated that she has submitted OPRA requests and she is only aware of a Union County Directions Newsletter that it mailed out two times per year. She asked what the County is receiving for an annual contract of \$350,000.

Jim Buettner, Cranford, stated that he was dumbfounded to hear that there was a public meeting held regarding Resolution 2010-662 which pertains to improvements to Oak Ridge Park. He stated he reads a local and national newspaper and did not see that the meeting was advertised. He suggested that they be announced during Freeholder Meetings. He asked which newspapers they were advertised in and asked how many members of the public attended the meeting. He also asked if he is able to OPRA the project application.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

Mr. Buttener also commented that tax payers need to be involved and are due proper respect. He stated that he is looking for an apology from Chairman Sullivan and Freeholder Kowalski based on happenings from the last Freeholder Meeting.

County Manager Devanney stated that the Green Acres Application Project public hearing was advertised in the Star Ledger and the Courier News.

Chairman Sullivan stated that in the future he will announce public hearings at the Freeholder Meetings. He stated that no members of the public were in attendance for the Green Acres Application Project public hearing.

Robert Hamilton, Long Island, New York, stated that he was there to represent the company that he is employed by Trius, Incorporated. He stated that they were awarded a contract for a catch basin through the Union County Engineering and Public Works Department, but the contract was terminated without any meetings for discussion. He claimed that when the truck was delivered, Director of Public Works Joseph Policay was advised not to accept the truck as upon review of the contract by County Counsel, it was rejected. He claims that they were in accordance with all of the County's requirements and in compliance with all specifications and they were \$52,000 under the lowest bidder. He stated that they were terminated without an explanation. He urged the Board to reinstate the contract with Trius, Inc.

Jonathan Williams, Esq., Special Counsel for the Union County Improvement Authority asked if there were any other questions or concerns with in regard to the solar panels. He stated that the cost of solar power is above market and by contract there is an advanced guaranteed energy savings of 25%. He stated that seed money was provided by the County for the program and will be repaid.

FREEHOLDER REPORTS AND COMMENTS
--

Freeholder Kowalski commended the staff and the students that held an Energy Efficiency Seminar in Rahway. She stated that there were some discussions that pertained to the Union County Improvement Authority's Renewable Energy Credit Program. She stated that most people thought it was a great idea and said that the Seminar was well attended. She stated that the students are aware that the future cannot rely on old forms of energy.

Freeholder Kowalski stated that she and many County officials attended the funeral and procession for Abelino Mazariego in Summit. She thanked the Summit Interfaith Council and Mayor Jordan Glatt of Summit for bringing people together for this tragic loss. She also thanked the Township of Summit, the Union County Police and the Union County Prosecutor's Office for their investigations in this matter.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

Freeholder Mirabella stated that National Night Out will be held on August 3rd from 6 to 8pm at Meisel Park in Springfield. He said it is a County event and will be held in conjunction with the Township of Springfield and the Borough of New Providence. He said that there will be police officers from the County, the Township of Springfield, and Emergency Management Personnel to educate children about crime and to stay off of drugs. He said that there will be free hot dogs and water donated by Target and there were be many items being raffled off. He stated that following National Night Out at 8:45pm, Family Flix will present Shrek 2. He urged the public to attend. He gave special thanks to Legislative Aide Barry Geller for organizing the event.

County Counsel Robert Barry, Esq. responded to the previous speaker from Trius, Inc. He stated that there is a lengthy process in terms of bidding laws. They received three bids and Trius was indeed the lowest bidder, however, when the vehicle was delivered it did not comply with the specifications set forth with no option but to reject the vehicle. He said it affects the functionality and reliability of the vehicle which caused a breach of contract.

County Manager Devanney stated that in reference to the Master Plan, all parks projects on the Agenda are checked with Birdsall Group, for conformity with the old and new Master Plans to make sure there is some consistency and these projects do conform.

County Manager announced that the County received a letter from Congressman Donald Payne updating us on the progress on some appropriations through Congress and that the County is slated to receive \$360,000 for the First Avenue Bridge replacement project.

Vice Chairman Scanlon stated that she and Freeholder Mirabella went to the Concert in the Park and enjoyed the music of Strawberry Fields. She stated that they were very entertaining and she had a wonderful time. She thanked the Public Works Department for spraying for mosquitoes. She urged the public to take advantage of the free concerts and stated that the remaining concerts will be held at Oak Ridge Park in Clark.

Vice Chairman Scanlon mentioned that the following bands are schooled for the rest of the summer: Doctor K's Motown Review for fans of great soul music; The Rat Pack, featuring the styling of Frank Sinatra; our favorite Jersey Shore party band, The Nerds; and Jimmy & the Parrots, with a tribute to the great summer sounds of Jimmy Buffet. She said the shows are every Wednesday evening from 7:30 to 9:30, they of course are free and the parking is free, too, and that's hard to beat. For more information, please visit www.ucnj.com/parks, or call the Parks Department at 908-527-4900.

Vice Chairman Scanlon stated that two weeks ago today while driving to work three people came together to save the life of a desponded young man on the Gordon Street Bridge in the Borough of Roselle. One of those people was Union County Sheriff's Officer, Captain Nancy Diesel. Along with Christine Curia and Kamal Wedlock, Captain Diesel intervened



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

and pulled the young man to safety. After being put safely in the back of the police car, the man was taken to Trinitas Hospital for evaluation.

Vice Chairman Scanlon stated that our next regular meeting on August 17, we will honor those involved with a resolution, thanking them for extending a kind, helping hand to someone who obviously thought no one else cared.

Vice Chairman Scanlon said that the Board's list of initiatives for 2010 is entitled "Helping People," and the three people on that bridge two weeks ago brought those words to life. On behalf of everyone on this Board, I say thank you for caring enough to save the life of another human being.

Chairman Sullivan stated that the original Union County Parks Master Plan was implemented in 2000, prior to adopting the Open Space, Recreation and Historic Preservation Trust Fund.

Chairman Sullivan announced that on July 19th, there was an Open House at the Watchung Stables that drew several hundred people.

Chairman Sullivan said that each year around this time the County starts getting calls from music fans all over Union County, asking if we are going to have MusicFest again. He said that MusicFest is an important part of our free summertime recreation programming, which also includes the Rhythm and Blues by the Brook festival, nine evening concerts, and seven movies. He said he was pleased to announce that MusicFest is scheduled for Saturday September 11th and Sunday September 12th and this year's lineup features international touring stars Spoon and the Bravery, Grammy nominee, and New Jersey native Robert Randolph, and many others. He said that by popular demand, The Country Fair at MusicFest will also return. This full scale carnival will open on Wednesday September 8th, and last until MusicFest concludes on Sunday. He said that they will be announcing many more artists and attractions next month, so check the MusicFest website for updates at www.ucmusicfest.com.

Chairman Sullivan said that many people make political comments and it is okay. He commented on an earlier speaker who used the term "snide" and said that it works both ways and that is okay, too. He said he appreciates everyone who attends the Freeholder Meetings.

ADJOURNMENT

Chairman Sullivan called for a motion to adjourn the meeting at 10:55pm. On a motion made by Freeholder Mirabella and seconded by Vice Chairman Scanlon, roll call showed nine members of the Board voted in the affirmative.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

Chairman Sullivan called for a motion to adjourn the meeting at 10:55pm. On a motion made by Freeholder Mirabella and by seconded Vice Chairman Scanlon. Roll call showed nine members of the Board voted in the affirmative.

The voucher list through July 15, 2010 will be available for public perusal in the Office of the Clerk of the Board.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS' 2010 MEETING SCHEDULE

Please note that meetings are regularly held on Thursday evenings. Agenda Setting Sessions and Regular Meetings are held at 7:00pm in the Freeholders' Meeting Room, Administration Building, 10 Elizabethtown Plaza, 6th Floor, Elizabeth, New Jersey, unless otherwise specified. In the event an Agenda Setting Session and Regular Meeting are held on the same night, the Agenda Setting Session will commence at 7:00pm and the Regular Meeting will commence as soon as possible after the Agenda Setting Session.

Persons requiring a sign language interpreter should contact the Office of the Clerk of the Board at 908-527-4140.

Agenda Setting Meetings

August 5 Summer Session

September 2
September 23

October 7

November 4

Wed., December 8 Double Meeting

Wed., December 22 Double Meeting

Regular Meetings

August 19

September 16
September 30

October 14

Tues., November 23

Wed., December 8

Wed., December 22


Nicole L. DiRado, RMC, MPA
Clerk of the Board

NLD:mb



TaylorMade®

PERFORMANCE LAB
at GALLOPING HILL

Overview

TaylorMade Golf Company

Brand Overview

- Ashworth Golf
- adidas Golf
- TaylorMade

TaylorMade Technology

Union County/Kemper/TaylorMade Partnership

Galloping Hills Teaching Center

First Tee & New Jersey Golf Association

TaylorMade Golf Company

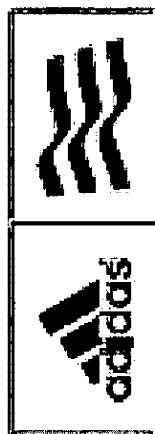
1 Company

- TaylorMade Golf Company

3 Brands

- Ashworth Golf
- adidas Golf
- TaylorMade

 **TaylorMade®**

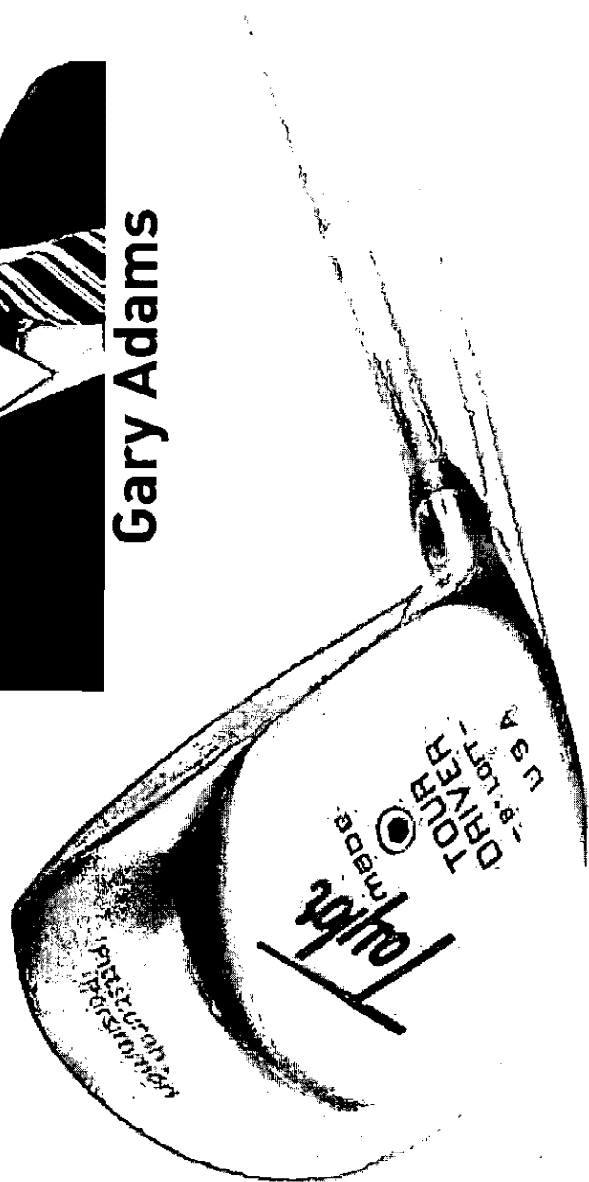


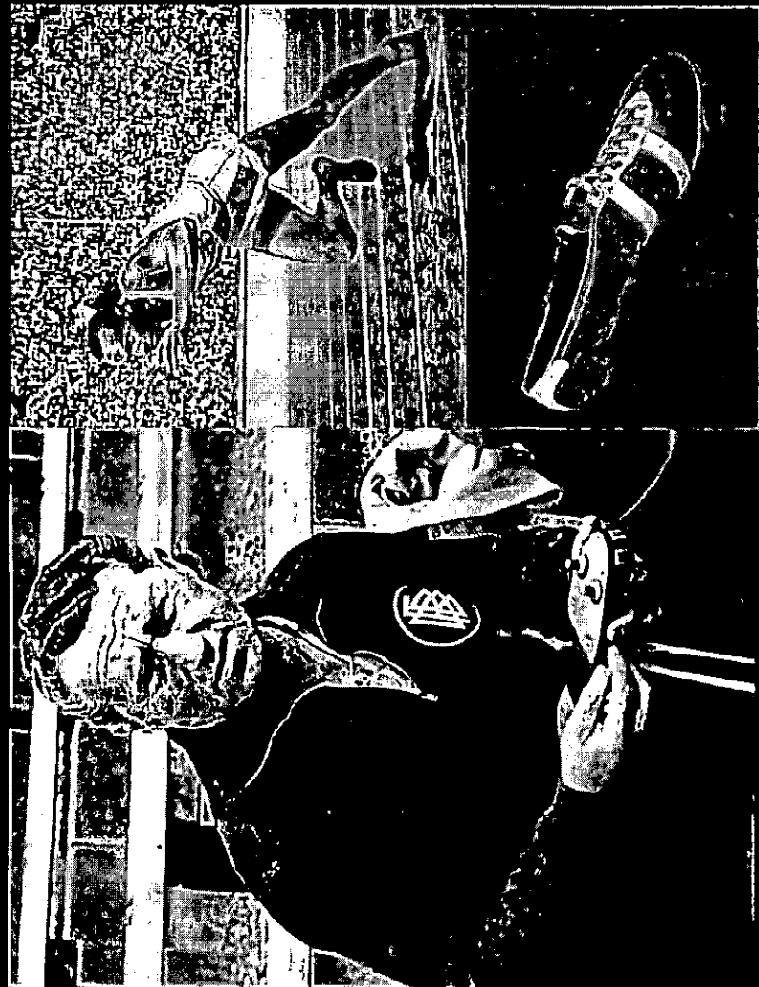
 **ASHWORTH®**

TaylorMade



Gary Adams





Adi Dassler

Adi's passion launched a whole new industry.





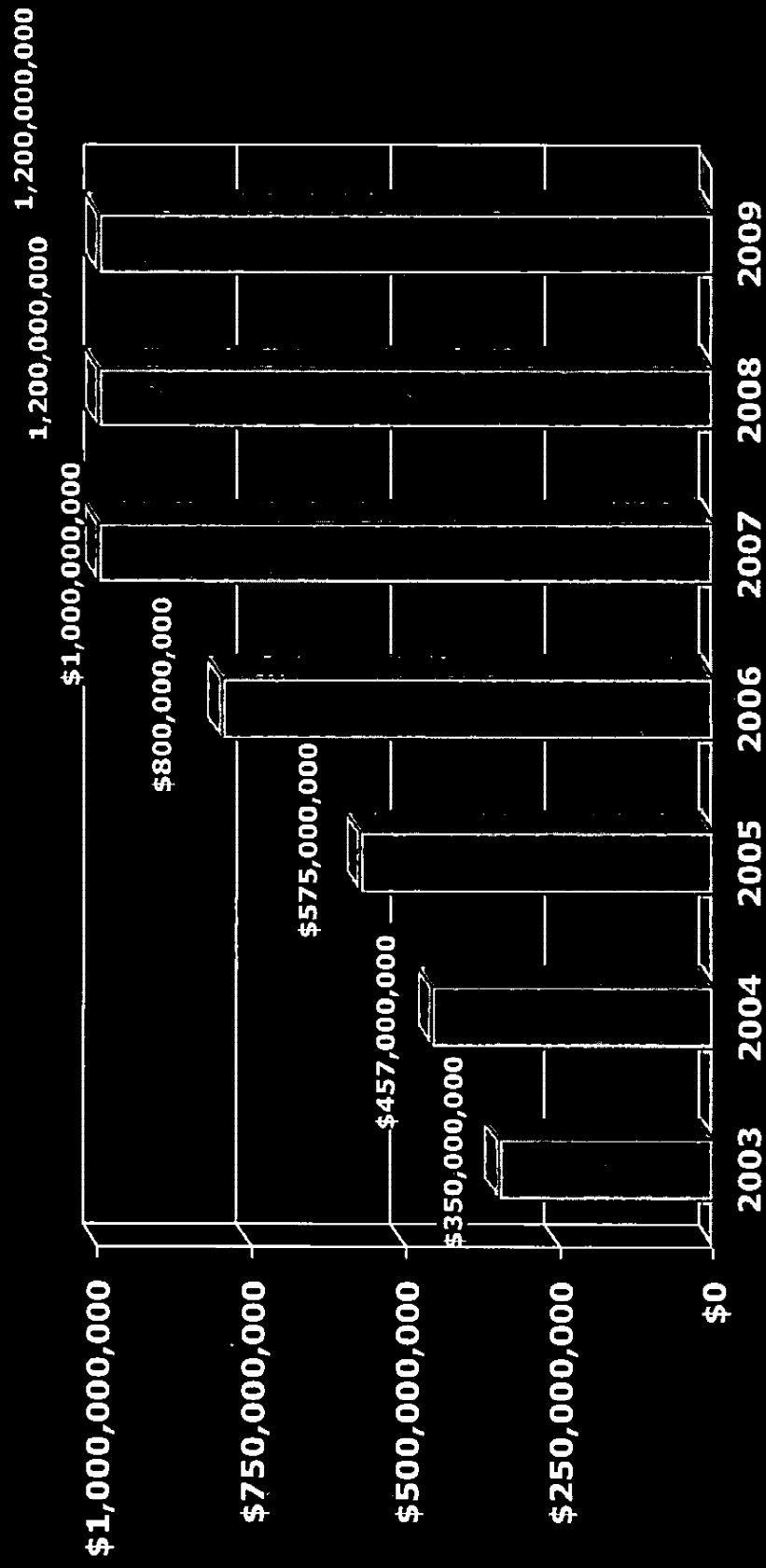
John Ashworth

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MISSION

THE BEST PERFORMANCE GOLF BRANDS IN THE WORLD

TMaG Global Sales Growth



Innovative Products

World Class Athletes

Unparallel Marketing

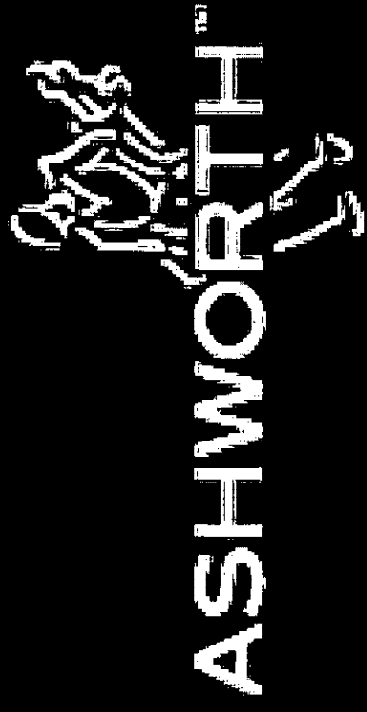


2011

U.S. FOOTWEAR CATALOG





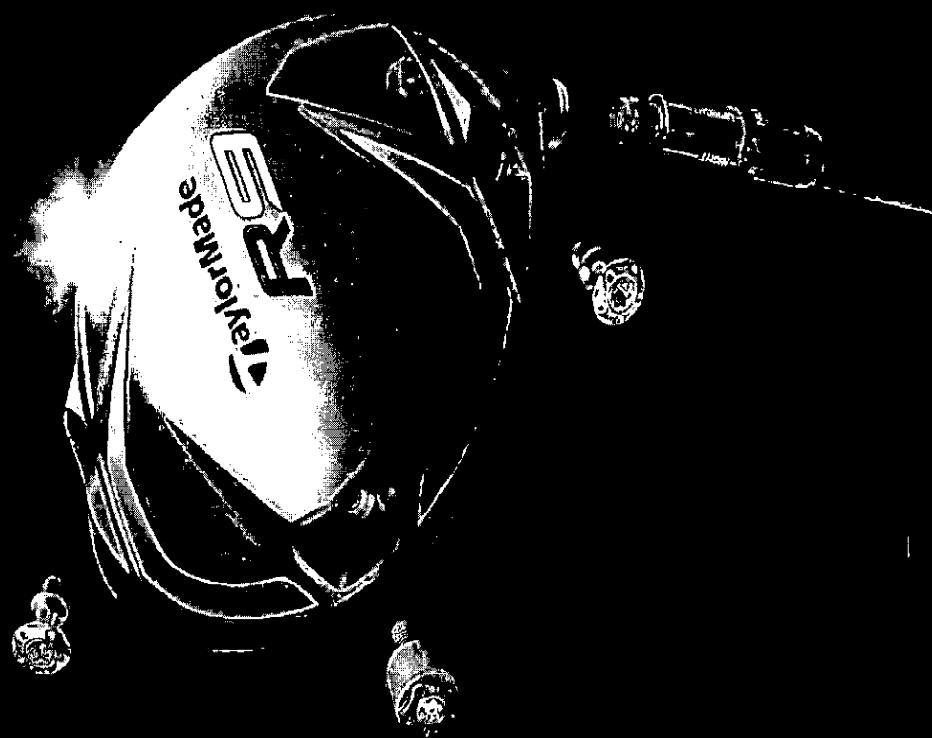


THE PLAN:

Become a golf company again



UNTIL NOW

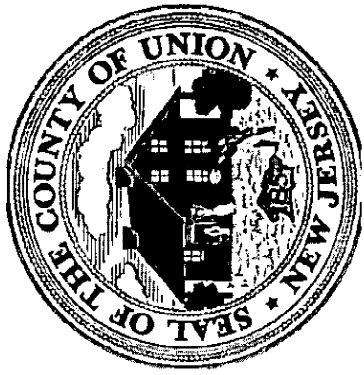




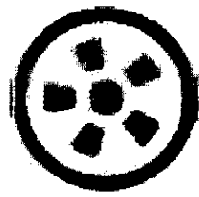
"The MAT system has helped me better understand the mechanics of the golf swing. The measured numbers make it easier to identify the swing path and clubface positions throughout the swing and help to communicate based on its database of tour players."

Jim Flink

JIM FLINK
TAYLORMADE TOUR AMBASSADOR



+



KemperSports

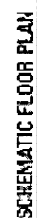
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TaylorMade®



TaylorMade®

PERFORMANCE LAB
at GALLOPING HILL

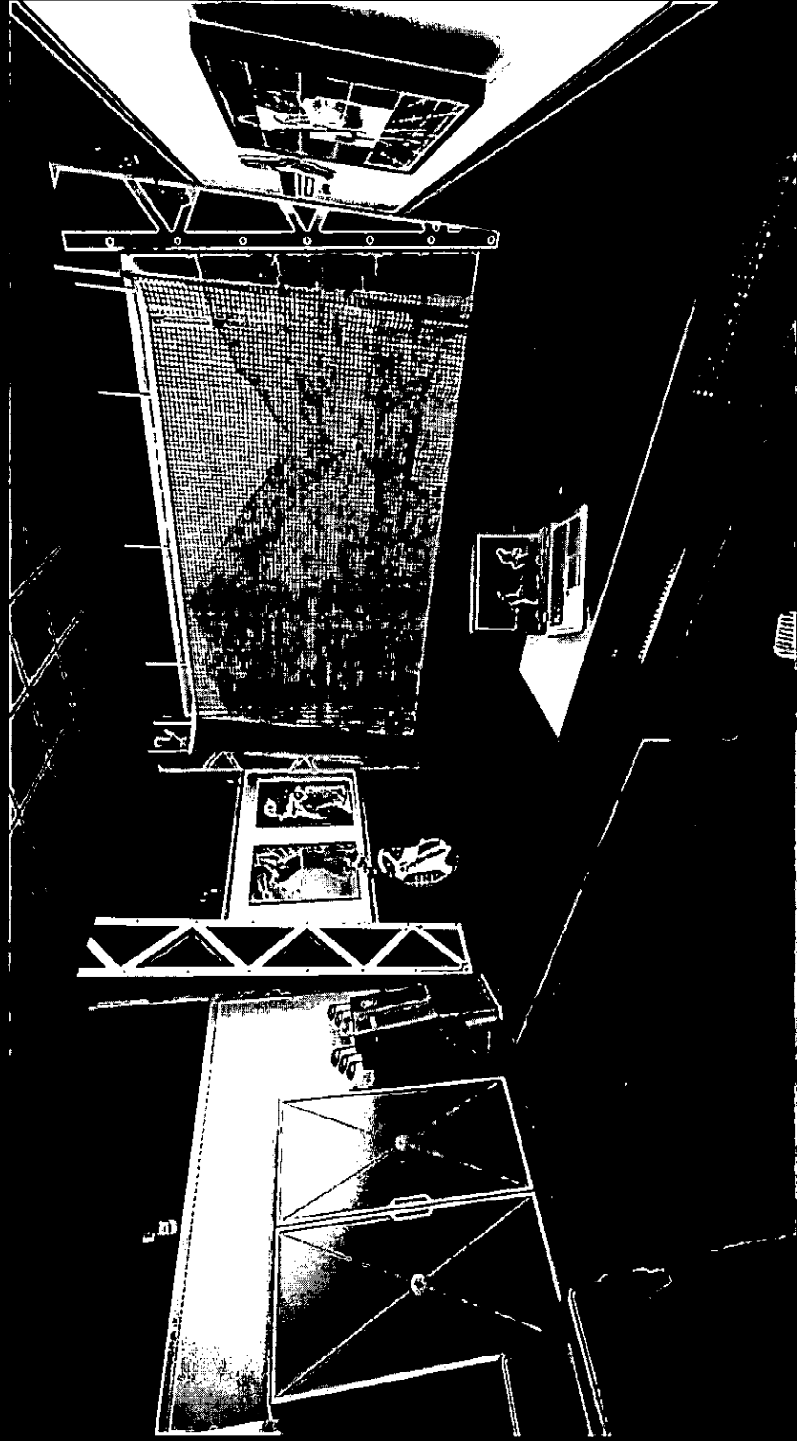


SCHEMATIC FLOOR PLAN

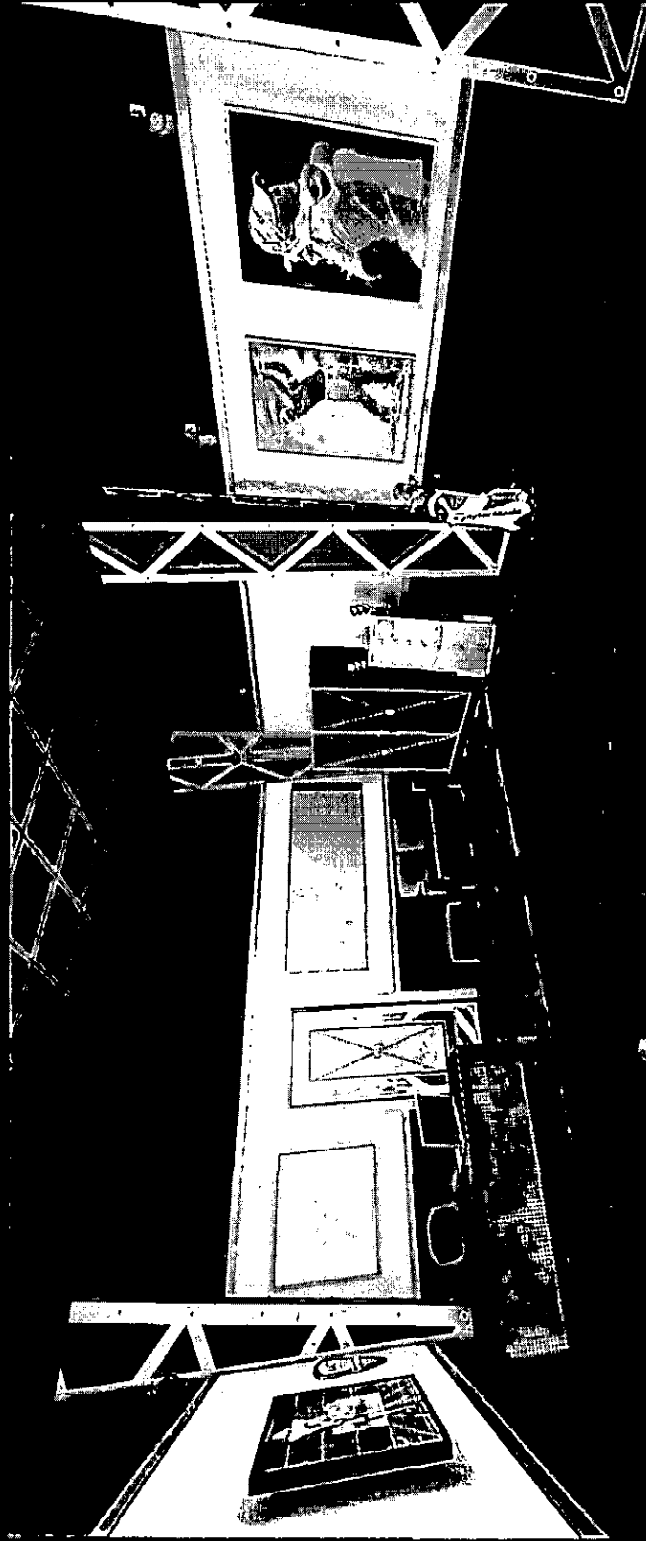
Teaching & Fitting Bay



Teaching & Fitting Bay



Teaching & Fitting Bay



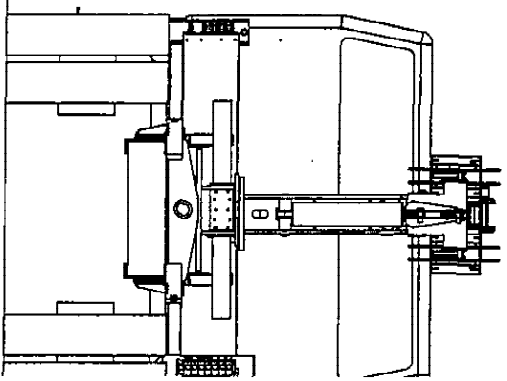
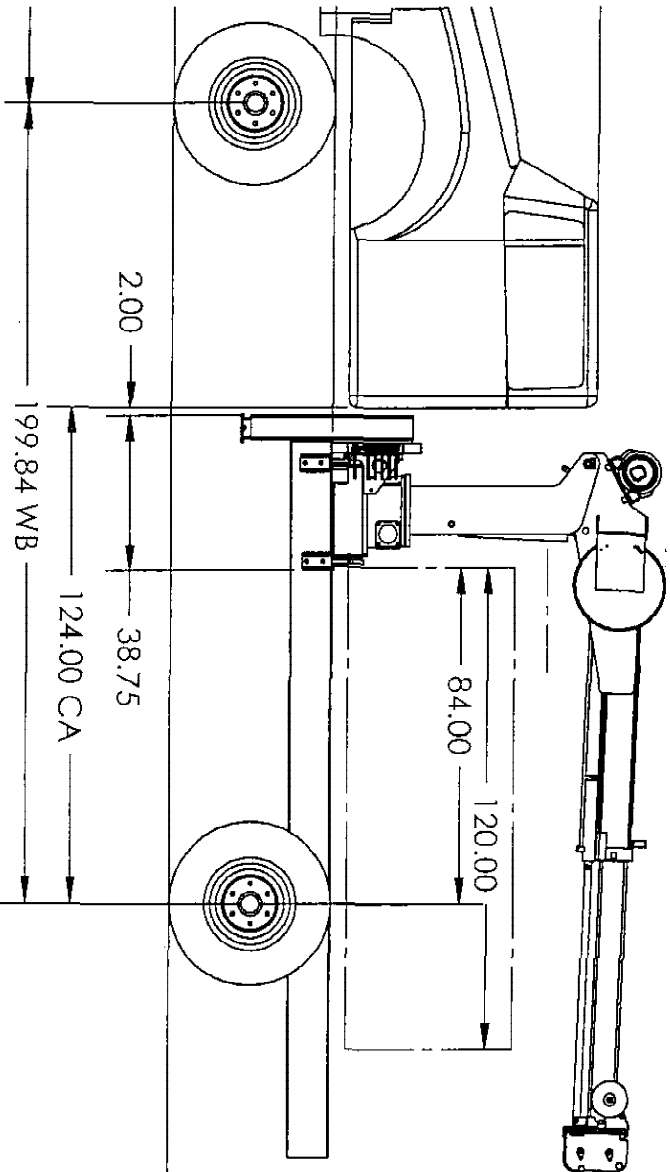
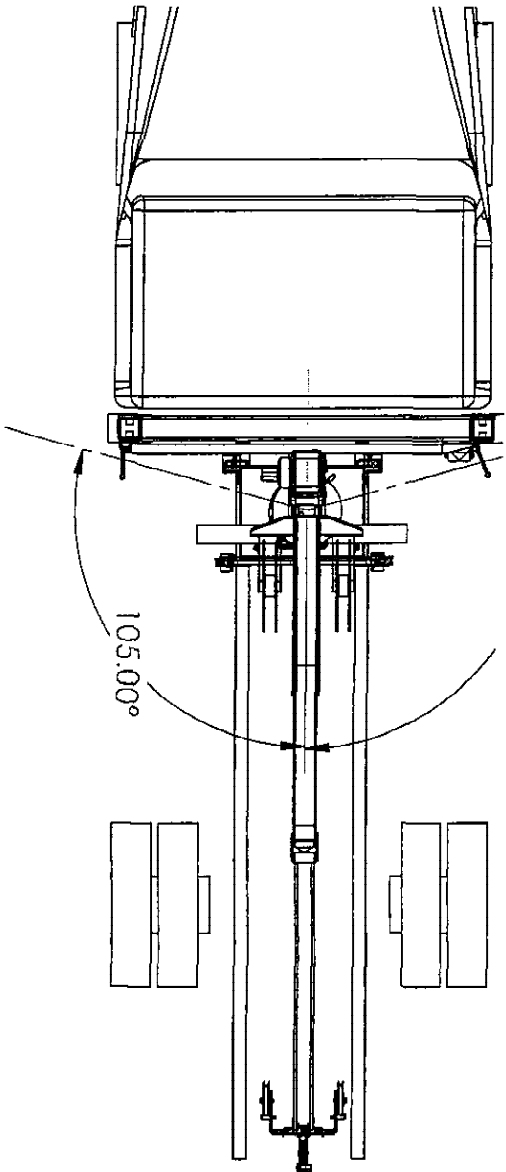
Compliance Page
Page (8 of 18)

CHASSIS: 2009 international model 7400 SFA 31,000 GVW 310 HP minimum allision. 3000 RDS-P chassis cab-to-axle will be 108". Clear frame rail behind cab will be 36". Minimum GVW will be 32,000 lbs.

Exact Compliance: ☒ YES ☐ NO*

*Deviations:

2010 Model Year



USED ON

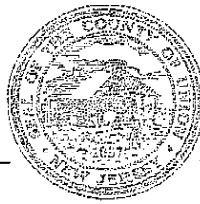
UNLESS OTHERWISE SPECIFIED:				NAME	DATE
DIMENSIONS ARE IN INCHES				CMJ	9/28/09
TOLERANCES:				CHECKED	
FRACTIONAL: ±				ENG. APPR.	
ANGULAR: MACH ±					
BEND ±					
TWO PLACE DECIMAL ±					
THREE PLACE DECIMAL ±					
				MFG APPR.	

BID RESULTS

BID DATE: 6/24/09
AGENCY: Maricopa County

BID ITEM: Removal of debris
Clearance of debris - 1000 cu yd

[illegible]



COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES

Joseph A. Graziano Sr., Director

**BOARD OF
CHOSEN FREEHOLDERS**

May 28, 2009

ALEXANDER MIRABELLA
Chairman

DANIEL P. SULLIVAN
Vice Chairman

ANGEL G. ESTRADA

CHESTER HOLMES

BETTE JANE KOWALSKI

RICK PROCTOR

DEBORAH P. SCANLON

RAYLAND VAN BLAKE

NANCY WARD

GEORGE W. DEVANNEY
County Manager

M. ELIZABETH GENIEVICH,
C.M.C., M.P.A.
*Deputy County Manager/
Director of Administrative
Services*

ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. DiRADO,
R.M.C., M.P.A.
Clerk of the Board

JOSEPH J. POLICAY, JR., CPWM
*Director, Division of Public
Works*

Mr. Robert C. Hamilton, VP
Trius Inc.,
5049 Industrial Road
Farmingdale, NJ 07727

RE: Bid for 2009 Catch Basin Cleaner Body & Snowplow – BA 61-2009

Dear Mr. Hamilton:

With regards to the specifications for the above captioned bid, the spec is based on a standard and is open for competition by way of the deviations page which the County will evaluate to determine if it meets the "or equal" standard. Also, the County is permitted to state a standard with the opportunity for bidders to state deviations and the County to review same.

The clause with regards to the demonstration will be omitted from the revised specs.

If you should have any additional questions or concerns please do not hesitate to contact me.

Very truly yours,

Joseph J. Policay, Jr., CPW
Director/Division of Public Works

cc: Joseph A. Graziano, Sr., CPWM, Director/Dept. of Engineering, Public Works & Facilities
Michael M. Yuska, Q.P.A., Director/ Division of Purchasing
File

DIVISION OF PUBLIC WORKS

2371 South Avenue

Scotch Plains, NJ 07076

(908)789-3660

fax(908)789-3227

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TRIUS inc.



458 JOHNSON AVENUE • PO BOX 158 • BOHEMIA, N.Y. 11716
631-244-8600 • FAX 631-244-8661

October 15, 2009

Mr. Joseph J. Policay Jr., CPWM
Road Supt., Bureau Chief, Division of Public Works
County of Union
2371 South Ave.
Scotch Plains, NJ 07076

Re: Requisition No. 090077771 for One (1) Basin Boss Catch Basin Cleaner

Dear Superintendent Policay,

The purpose of this letter is to clarify Trius' position regarding the delivery timeframe relative to the above referenced requisition.

I am doing so at this time because it was brought to my attention that you may be of the understanding that Trius quoted a 90 day delivery at the time of the bid.

Attached please find page 28 of the bid. As you can see, Trius Inc. quoted 180 days delivery. We did propose as an alternate our standard slewing ring rotation system, as we discussed with you prior to the bid, and offered a 90 day delivery and a \$5,000 deduct from our bid price. The City apparently declined this option, and that decision was reflected in the purchase price of \$185,714.00

Also for review, I have included a copy of the Purchase Order No. 09007771. The purchase order was dated 09/08/09 and was received by Trius on 9/14/09. That document is the first notification of any kind received by Trius that indicated the County's intention to award this bid to us. It is therefore our intention to make delivery within 180 days of that date.

If after reading this you disagree with this position, I would ask you contact me as soon as possible, or if this issue is one that falls within the purview of the Purchasing Department, please forward this to the appropriate person and ask that they contact me.

Your consideration in this matter would be greatly appreciated

Sincerely,

Robert C. Hamilton
Trius, Inc.



TRIUS INC.



5049 Industrial Road • Farmingdale, NJ 07727
732-751-9611 • Fax 732-751-9619

May 26, 2009

Mr. Michael M. Yuska Q.P.A., Director
County of Union
Division of Purchasing
Administration Building
Elizabethtown Plaza
Elizabeth, NJ 07207

Re: Bid for "Truck – Dumping Catch Basin Cleaner Body and Snowplow", BA#61-2009

Dear Mr. Yuska,

The purpose of this letter is to bring to your awareness certain information with regard to the above referenced bid.

As happens on occasion, truck equipment specifications can by their very nature become restrictive to the point of being exclusionary. The highly technical nature of the language required to insure that equipment being purchased will withstand the test of time plays against the objective of maximizing competition.

The challenge of crafting an open specification is further complicated when several different components must be incorporated into a single finished product as is the case herein. Certain aspects of the snow plow and hitch are so comprehensive as to preclude the participation of vendors who have a basin cleaning crane to offer, but cannot comply to the snow plow and hitch portions of the specification. It is also interesting to note that the snow plow and hitch are the only chassis mounted components in the entire specification referenced by name and in bold, capitalized letters. This is ironic since the crane represents the major chassis-mounted component with a cost that is five-fold that of the plow and hitch combined.

Additionally, there is language that calls for the availability of a truck to be provided as a demonstrator within 15 days to be used for up to a five day period. This requirement exists only for alternates which do not comply with the "exact specification". This language places any vendor other than the one specified at a serious disadvantage as no vendor would ordinarily maintain an entire vehicle equipped as this one would be for the purpose of demonstration.

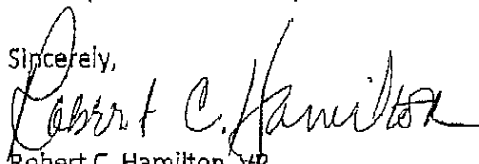
Trius Inc. is interested in pursuing your valued business. We have had several meetings with members of the user group and are under the impression that our product group would be acceptable. Our basin cleaning crane and dump body can compete virtually on-specification. The specification as published, however, leaves no room for us to compete without taking numerous exceptions to the plow and hitch.

As the largest dealer of snowplows on the Tri-State area, I am comfortable saying that Trius is certainly capable of offering a plow and hitch of commensurate quality and durability and value.

If it is the case that the County has decided that the snowplow manufacturer specified (Bonnell) is the only product that has been deemed acceptable, despite the myriad of plows you currently own and operate, then Trius would respect the right of the County to do so and decline to bid.

If on the other hand, the County is in fact interested in maximizing the number of bidders who would compete for your valued business, then I would respectfully request a the bid opening date be postponed and that Trius have the opportunity to approach the County with the relief we would require to compete without exception.

Sincerely,



Robert C. Hamilton, VP
Trius Inc.



TRIUS INC.



5049 Industrial Road • Farmingdale, NJ 07727
732-751-9611 • Fax 732-751-9619

July 7, 2010

Union County Board of Chosen Freeholders
Attn: Nicole Dirado, Clerk of the Board
10 Elizabethtown Plaza
Elizabeth, NJ 07207

Re: BA-76-2009 Dumping Catch Basin Cleaner Body & Snow Plow

Dear Ms. Dirado:

Please accept this letter as a formal request to have the above placed on the agenda for the July 29, 2010 meeting. Trius, Inc. would like the opportunity to address the Board regarding the disposition of the aforementioned contract for a Dumping Catch Basin Cleaner and Snow Plow.

Please advise as to how we should proceed at your earliest convenience.

Thank you.

Sincerely,

Robert C. Hamilton
Exec. Vice President



Copy
TRIUS *bid of 7/1/10*
inc.



458 JOHNSON AVENUE • PO BOX 158 • BOHEMIA, N.Y. 11716
631-244-8600 • FAX 631-244-8661

June 29, 2010

Attn: Daniel P. Sullivan, Chairman,
Deborah P. Scanlon, Vice Chairman
Angel G. Estrada
Mohamed S. Jalloh
Bette Jane Kowalski
Alexander Mirabella
Rick Proctor
Rayland Van Blake
Nancy Ward
George W. Devanney, County Manager
Robert E. Barry, Esq., County Counsel
Rosealba Comas, second Deputy County Counsel

Dear Chairman, Madam Vice Chairman, Members of the Board, Mr. Manager and Counselors,

Good Day Ladies and Gentlemen. My name is Robert C. Hamilton and I am Vice President of a company by the name of Trius Inc. We are a supplier of truck-mounted equipment to municipalities.

I am writing today to request your direct intervention in a matter which has been ongoing for some time now in the hope that fiscal prudence and sound, objective thinking will triumph over subjective reasoning in a matter which is about to result in perhaps as much as a \$60,000 or more in expense to the taxpayers of Union County for no apparent benefit. Please allow me to explain briefly.

On June 24, 2009, my company answered a bid for a Dumping Catch Basin Cleaner Body and Snowplow. Of the only two vendors who responded, Trius' price of \$185,714 represented a savings to the County of Union of \$52,578 as compared to the price bid by the other vendor.

The product group in question consists of an "International" brand chassis, a crane with grapple, a dump body, a snow plow and a wash down system.

Almost immediately upon delivery we were notified that our completed unit was not acceptable and it was asked that we take our truck back.

Shortly thereafter I spoke with Second Deputy Council Rosealba Comas who informed me that the user group had identified certain deviations and that she would outline those issues to Trius in writing and that we should then respond in writing as well.

I received Mrs. Comas' letter on May 16. The letter was a letter of rejection. In it Mrs. Comas defined five exceptions.

It appeared to me that the supposed "deviations" were perhaps presented to Mrs. Comas in a less than objective fashion as they were somewhat overblown.

As examples, a simple switch was referred to as a "System" and an adjustable grapple bucket was rejected for not having precisely 63 degrees of opening.

I believe those representations were indicative of a strong individual prejudice in favor of the brand of products which were specified proprietarily in the bid and offered exclusively by our competitor.

Of the five supposed "deviations", all were cases where Trius executed in what we believed were accordance with the published specification owing solely to numerous contradictions and ambiguities of language in the specification. All but one issue are immediately correctible.

In my response to Mrs. Comas' letter I identified the numerous syntax and grammatical errors that impacted on our execution. I also identified several even more egregious mistakes that existed to which we did not fall victim. I have included copies of those communications as well as our correspondence for your review.

In addition to answering the technical issues and identifying the language issues which resulted in the problems we now face, I conveyed to Mrs. Comas that Trius has a very strong desire to satisfy the County of Union and would go to great lengths to do so if provided the opportunity for dialogue.

I also expressed my deep concern that Trius had yet to be afforded any opportunity to meet with the department personnel in the presence of a representative from her department, in the same room with both your existing vehicle and our new truck and talk things out.

This was a request that even Mrs. Comas had agreed was reasonable in our first telephone conversation, yet despite our several requests for such a meeting, it is apparent that the Division of Public Works has no interest in meeting with us.

This past Friday, more than five weeks after the date of my response and several phone calls later, Mrs. Comas has informed my office via fax that Trius has been given 10 days to correct our deficiencies or our contract will be terminated. I was also informed that the chassis we have supplied would not be acceptable, regardless of modification.

Short of litigation, Trius is left with no recourse but to approach you directly and ask for your help in injecting some sense of sound reasoning into this difficult situation.

My issue is simply this; the chassis we have supplied is the exact same make and model as specified in the bid (in fact ours is a year newer than you required). There exists no issue with the chassis, the dump body or the crane or the snow plow or the wash down system. No complaint about any major component required by the specification. The remaining items could be remedied in a matter of a couple of days.

The sole "discrepancy" remaining in this entire vehicle comes down to the fact that the cab-to-axle measurement is 18" longer than that which the County had expected to receive (126" vs. 108").

This difference manifests itself in only two ways. The first is slightly more room between the cab of the truck and the dump body (about 7") which was used productively in the placement of the various components specified. The second is an increase in the outside turning radius of the vehicle, which is the difference between 27' 3" and 29' 5", or if you prefer 9%.

This 9% difference is inconsequential by any standard. From a practical application perspective it has absolutely no detrimental impact on the ability of this vehicle to perform the task for which it was designed.

Yet for this difference, which from our perspective was an issue of language that does not affect the quality of the components, the ability of the truck to do the job or the long-term durability of the completed truck, is about to result in the rejection of our vehicle, even though the replacement cost will reach well beyond the additional \$52, 578 that Trius was low by in this past bid or approximately \$240,000 (owing to recent federally mandated emissions upgrades).

Rejection of this finished product, especially without any opportunity for so much a single meeting post-delivery would be unfair to both the taxpayers of Union County and Trius as well.

I would hope that the rejection of any product or service supplied by any vendor who is being denied the opportunity to meet with those who are recommending that rejection would be as troubling to each of you as I find it to be.

In the 50 years that Trius is in business we have never had a product rejected and have never seen a product summarily rejected without some opportunity to satisfy the customer being afforded the vendor.

I am therefore asking that each of you to meet with me, collectively or at a time of your individual convenience, with both trucks at our disposal, and with the representatives of the user group for the purpose of inspecting both vehicles.

If at the conclusion of such a meeting (or meetings) anyone can show any aspect of our truck that is deficient, or substandard from the specification in any regard other than the 18" of wheelbase, Trius will accept the rejection and forego any legal challenge to the cancellation of our contract.

If after such a meeting (or meetings) our product is viewed as acceptable, I would request the County waive the difference as a "non-material defect" under the rights reserved by the County under Section 4. Of the bid titled "Reservations" and accept the truck as it is (Trius would certainly accommodate any minor changes or nuance of execution the user group might suggest as beneficial).

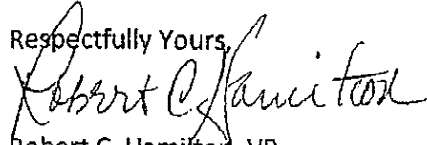
If viewed objectively, I am that certain that the product we have executed will be seen as at least an equal to what you specified, and actually exceeds the published specification in certain important regards. It has heavier outriggers and a heavier duty, more durable grapple bucket for example.

These components were, however, left unaddressed in the written specification, much of which was vendor generated and proprietary to that specific product, so short of actually seeing the truck, no one would recognize the relative advantages of our offering as compared to the unit specified.

Cancellation without representation would be a transgression of fairness.

I am hoping that as unusual as this appeal may be, the opportunity to save your community so much money in these trying economic times and to be a force for fairness will be provide adequate incentive to take the time out of your otherwise busy schedules and involve yourselves directly in this issue.

Respectfully Yours,

A handwritten signature in cursive script that reads "Robert C. Hamilton". The signature is written in dark ink and is positioned above the printed name.

Robert C. Hamilton, VP
Trius Inc.

cc: Stephan J. Lusthaus, Esq.



COUNTY OF UNION

OFFICE OF THE COUNTY COUNSEL

Robert E. Barry, Esq., County Counsel

June 25, 2010

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*Deputy County Manager/
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County Counsel

NICOLE L. DERADO,
R.M.C., M.P.A.
Clerk of the Board

VIA FACSIMILE (732) 751-9619

CERTIFIED & REGULAR MAIL

Robert C. Hamilton, Executive Vice President
Trius, Inc.
5049 Industrial Road
Farmingdale, NJ 07727

**Re: Union County Bid for
Dumping Catch Basin Cleaner Body & Snowplow Truck**

Dear Mr. Hamilton:

As you are aware the County of Union has been reviewing the features on the truck you proposed in satisfaction of the contract for the above captioned bid. In addition, the County has reviewed those features in conjunction with the contract documents.

Paragraph 1 of the contract with the County of Union required that you deliver a dumping catch basis cleaner body and snowplow truck in strict accordance with the bid plans and specifications. The truck you delivered to the County failed to meet the requirements of the specifications as explained to you in greater detail by earlier correspondence and in multiple telephone discussions. As you aware, the County took special issue with those features where you cited no deviations in your bid proposal but then submitted a truck which clearly did not meet the requirements listed in the specifications.

You submitted a letter in an attempt to explain those deviations; however we respectfully disagree with your position. Your explanations were based on allegations of ambiguity in the bid specifications and offers by you to modify the truck to meet our requirements.

For those alleged ambiguities you never requested clarification nor did you make any effort to challenge the bid specifications prior to the bid opening date as required by law. Further, your offer to modify certain features seems to indicate that you agree that your truck was not compliant with the specifications. In addition, we believe that modifications to the current truck in order to achieve compliance will affect the performance and functionality of the vehicle.

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

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COUNTY OF UNION

As stated in the previous correspondence, the correct procedure would have been to disclose the deviations in your bid proposal in order to give the County the opportunity to review and question same at the time of bid, not after the contract was awarded and a year after the bid was issued.

In light of the above and in accordance with Paragraph 5 of the contract please be advised that you have ten (10) days to cure your non compliance with the contract. Please note that the resubmission of the current truck with modifications is unacceptable. If you choose to comply with the requirement to cure, you must provide a truck which meets the requirements of the County's bid specifications. Said truck shall include a new Certificate of Origin and VIN.

If you fail to comply as instructed above by Tuesday, July 13, 2010 your contract will be terminated immediately.

Very truly yours,

ROSALBA L. COMAS, ESQ., MPA
Second Deputy County Counsel

cc: Joseph A. Graziano, Sr., Dir.
Dept. of Engineering, Public Works and Facilities
Joseph J. Policay, Jr., Dir.
Div. of Public Works
Chris Meehan, Dir.
Div. of Motor Vehicles
Michael Yuska, Dir.
Div. of Purchasing



TRIUS INC.



5049 Industrial Road • Farmingdale, NJ 07727
732-751-9611 • Fax 732-751-9619

VIA FACIMILE (908)289-4230
CERTIFIED & REGULAR MAIL

May 19, 2009

County of Union
Office of the County Council
Administration Building
Elizabeth town Plaza
Elizabeth, NJ 07207

Attn: Rosalba L. Comas, ESQ., MPA
Re: Union County Bid for Dumping Catch Basin Cleaner Body & Snowplow Truck

Dear Mrs. Comas,

The purpose of this letter is to respond to your letter of rejection as sent to Mr. Gary Cervelli, President of Trius Inc. dated May 14, 2010 with regard to the above referenced bid. I want to thank you for the opportunity to respond to the concerns raised in both your letter and our telephone conversations.

Before answering the specific items referenced in your letter I would like to convey my deep concern with regard to the process of rejection as it has unfolded to this point. In the fifty one years Trius has been in the business of supplying equipment to municipalities it has never been served with a notice of rejection prior to having been afforded the opportunity to meet with the purchasing agency and provide answers to any concerns or questions raised during or after the delivery/ inspection phase of the purchasing process.

Such meetings can shed valuable light on the interpretive process of understanding detailed specifications which can to an extent be a subjective exercise. Held in good faith and attended by knowledgeable individuals on both sides, they present the opportunity to bridge the gap between what was intended and what was perceived to be intended. In doing so, modifications of importance can be executed as a means to achieve compliance and acceptance.

Trius considers such meetings a critical and integral component of the purchasing process that should not be circumvented.

Trius has up to this point been denied any opportunity for dialogue that would at least have our product considered in light of our understanding of what your published specification requested.

Please bear this in mind as you consider my responses to each of the items you referenced in your letter as the reasons for rejection.

Your first item on the first page of your letter concerned the language found on page 10 in the paragraph titled "Loader Base" which states "The base will be designed so it may be mounted in a space between the cab and body of not more than 36" ... Your letter states that the 48" of space between the cab and body far exceeds the 36" requirement.

The crane we supplied meets this requirement. It was designed to be mounted (and is mounted) in a space of no more than 36". Additional space was consumed by the outriggers which are a separate and independent component from the crane. This is supported by the fact that the outriggers are listed separately in the paragraph titled "Accessories" on page 16. In point of fact, machines of this type are more commonly purchased without outriggers.

Your second item on the first page of your letter concerned the language found on page 11 in the paragraph titled "Body Dumping Safety Device" which states "A mechanical-hydraulic body dumping safety device will be furnished and installed" ... Your letter states "that the dumping safety device is a mechanical-electric-hydraulic system".

The switch we supplied meets this requirement. What you are referring to as a "system" is actually (only) a simple switch. That switch is commonly referred to as a mechanical-hydraulic safety switch because the mechanical "cats whisker" actuates the hydraulic valve when contacted.

In the event any discussion had been afforded Trius, we could have simply replaced the switch (and could still do so) for a valve with the same contact mechanism which would not possess the electric feature.

Trius chose the switch we did because the use of a direct mounted valve is archaic and undesirable. It requires hydraulic hoses to be run to a valve that gets mounted directly to the base of the crane which is basically at eye level. Should a hose break for any reason, the operator is at risk for exposure to hot hydraulic oil. This is a safety risk that use of the newer "mechanical-electric-hydraulic" switch (using your terminology) completely eliminates.

Because the switch does incorporate both the mechanical and hydraulic components, we did not view this as a deviation, but again, it is a switch and could certainly be replaced if that had been conveyed to us upon delivery.

Your third item on the first page of your letter concerned the language found on page 15 in the paragraph titled "Bucket" which states "Buckets will be so constructed that the opening motion will cause the full discharge of material buckets will not exceed 63 degrees... Blades will be dye stamped...

In so far as the "will not exceed 63 degree" requirement is concerned, I would hope you would agree that the syntax of the language of this requirement itself leaves room for confusion and/or misinterpretation.

If the 63 degrees referred to is the flair of the cone of the bucket when closed, then the bucket we offer is in compliance. If the 63 degrees refers to the angle of the bucket tines in the fully opened position, then we would simply adjust the stroke of the cylinder that controls the opening and would still be in compliance.

In so far as the construction of the buckets is concerned, the steel plate segments of our bucket are stamped, then, those segments are welded together. The specification does not prohibit that construction, it only prohibits cast, and our bucket is not cast. Both manufacturer's buckets possess components that are stamped and both possess components that are welded.

It warrants mention that the bucket we offered is manufactured by Kinshofer, a world leader in fabricated buckets and grapples. When viewed side-by-side the Kinshofer bucket shames the competitors in many important areas that curiously escaped definition within the published specification.

In each of these cases Trius has actually complied to the language of the published specification as written. It is also interesting that the County personnel who inspected the truck for compliance have chosen to note only these aspects of our offering which hold little or no relevance in terms of durability, performance, functionality, longevity, or even operator safety.

Your forth item on the first page of your letter concerned the language found on page 17 in the paragraph titled "Chassis" which states "2009 International model 7400 SFA 31,000 GVW 310 HP minimum Allison 3000 RDS-P chassis cab-to-axle will be 108. Clear frame behind cab will be 36". Minimum GVW will be 32,000 lbs".

In addition to the fact that the syntax is problematic, both listed GVW requirements are wrong. Trius offered a 2010 International model 7400 SFA chassis with a 40,000 GVW, 310 HP diesel engine, Allison 3000 RDS-P transmission with a 126" cab-to-axle and 43" of clear frame (not 48" as has been suggested) thereby meeting or exceeding every minimum as allowed for by the language of this item paragraph and therefore requiring no further clarification.

It warrants mention that the 31,000 GVW and 32,000 GVW ratings of this item of this specification contradict and are completely at odds with the 40,000 lb. rating found elsewhere in the specification. So, as you can see there are numerous errors in the language of the specification.

It is also interesting to note that elsewhere in the specification the language attempts to make absolutely clear the fact that some aspect of the bucket relative to 63 degrees cannot be exceeded and specifically states so, yet the chassis language specifically states "minimum Allison 3000RDS-P transmission chassis cab-to-axle will be 108"

Are we as a vendor expected to understand what was actually meant? One could argue that the presence of incorrect or erroneous information in any item of a specification should invalidate any and all the requirements of that item.

Your first item of concern on page two of your letter states that the 48" of space between the cab and body of our truck "far" exceeds the "no more than 36" requirement" in the specifications. No such requirement is so stated. As I answered earlier herein, the requirement you speak of refers specifically to the crane and our crane does not exceed that requirement.

Further, as you will note later herein, the paragraph titled "Chassis" that calls out those minimum acceptable requirements (incorrectly) allows for 36" of clear c/a, clear being after the last obstruction on the chassis rails.

Your second, third and fourth items of concern on page two of your letter also appear to be reiterations of the concerns listed on the first page of your letter as well.

Your final item concerned the Altered Vehicle Certification and your concern that the chassis was somehow "modified" in order to "attempt" to meet the requirements of your bid because the certification was filled in as "dump truck".

The certification label that was on the truck at time of delivery inspection was that of the chassis manufacturer, Navistar Inc. Trius Inc. is in possession of the final sticker that must be affixed to the vehicle upon completion. We had intended to affix it on the vehicle when we attached the plow, the point at which the final component would have been mounted and the job considered complete, but we were instructed not to deliver the plow immediately upon delivery of the vehicle owing to the issues at hand.

I can assure you however that chassis was ordered specifically for this bid. Attached please find a copy of Trius' original purchase order to the chassis dealer. Please note the customer reference at the bottom of the last paragraph as "Union County, NJ".

In so far as the designation of "Dump Truck" as listed by the chassis dealer who supplied the vehicle is concerned, that designation complies with the requirements of the law and in fact, any designation beyond "Truck" is solely at the discretion of the Final Assembler.

If in the final analysis the County of Union opts to accept the vehicle, I will insure the sticker reads "Dumping Catch Basin Cleaner".

I hope this letter provides some insight as to how our bid was prepared with every intention and expectation of compliance, based on the language of the bid itself.

I do feel strongly that a meeting held between the parties post-delivery would have gone a long way toward understanding each other's perception. And it certainly would have provided an opportunity for Trius to convey our desire to comply in every possible way in the context of the product on the ground. There are changes that could be made still as I have outlined herein. Why would the County choose not to talk to us? That seems unfair.

Of perhaps even greater importance than what has been said about our offering up to this point is what has not been said.

Trius has supplied a newer model year chassis than you asked for exactly to your specification. There apparently exists no issue with every major component mounted on that chassis or the chassis itself.

Not a single criticism has been offered regarding the chassis or the dump body or the basin crane or the snow plow or the central hydraulic system or the wash-down system even the quality or manner in which we executed the build-out.

This leaves only the 17" difference in the cab-to-axle measurement which should be acceptable according to the language of the specification because it exceeds the minimum c/a requirement. The minor difference in length represents no detriment in terms of the operational capability of this vehicle to perform the task for which it was designed.

While I recognize that price should not be the sole determining factor, let's not lose sight that of Trius' bid represents a savings of \$52,578.00 to the County of Union as compared to the other two bids. It should also be recognized that both other bidders offered the same competitors make and model of chassis. They both also offered the same competitors component package.

Recognizing the deficiencies of the language as outlined herein, is the County really prepared to pay over fifty two thousand or more dollars (the difference in price between the offerings in this bid, or 25% more if you prefer) plus the cost to administrate a new bid, plus whatever increases in prices have been placed on the new chassis as a result of federally mandated emissions upgrades (approximately \$7,500) plus whatever increases have occurred in the components plus whatever premium is placed on the components in a re-bid because the competition would be the only remaining product group available?

Before deciding on a course of action, perhaps it would be prudent to ask the question, "Exactly what is to be gained by rejecting the vehicle and re-bidding?" The difference between the outside turning radius of the 108" cab to axle chassis and the 126" cab to axle as measured at the outer edge of the bumper is 25". Recognizing the 108" c/a requires 27' 3" that difference is inconsequential. Is it really worth spending perhaps considerably more than the extra 25% represented herein for the benefit of a 9% increase in turning radius? I would be hard pressed to believe that in these crushing economic times the County of Union would take such a cavalier approach to finance.

Trius was the lowest responsible bidder in our opinion. We took no exception to the specification and feel we have complied with the technical specification as published. The differences between us exist solely as a result of problems with the language. Several of those are frankly so minor as to be inconsequential and could have easily been changed had the County provided Trius any opportunity for a meeting to discuss those concerns.

You refer to Trius' bid as non-responsive. You also suggest that Trius' offering has deviations and that we failed to make disclosures and made misrepresentations, and that as a result the County has been harmed. You also stated that you are forced to return to the market.

I respectfully disagree with all these assertions.

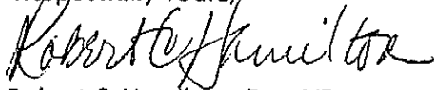
Your concern for tainting the entire bid process is commendable. I too have a concern for the integrity of the process. It is for exactly that reason that I am so disturbed that the County of Union would first publish a specification so proprietary as to distill the bid down to only a single manufacturer's product group, then reject the apparent low bidders offering, the only bid that does not include the brand around which the specification was written, without even providing the courtesy of a post delivery meeting.

Lastly, your letter paints a negative picture of not only the product, but of Trius as a company, and does so without ever having heard our side of the argument for acceptance. Where is the integrity of the process in that?

Trius obligation as a vendor was to meet the minimum requirements of the bid and provide the best price to do so. We have met that obligation. We had no obligation to decipher language that was unclear in some cases, contradictory in others and simply incorrect in yet others.

I implore you to reconsider this course of action. Our claim to compliance is justified and I am once again asking for a meeting that would include either yourself or another representative of your department, the Purchasing Department and the user group. The meeting should be held with both your current vehicle and our vehicle available for inspection and comparison.

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Robert C. Hamilton". The signature is fluid and cursive, with a large initial "R" and "H".

Robert C. Hamilton, Exec VP
Trius Inc.

cc: Joseph A. Graziano, Sr., Dir.

Dept. of Engineering, Public Works and Facilities

Joseph J. Policay, Jr., Dir.

Division of Public Works

Chris Meehan, Dir.

Division of Motor Vehicles

Michael Yuska, Dir.

Div. of Purchasing

Stephen J. Lusthaus, Esq.

COUNTY OF UNION

OFFICE OF THE COUNTY COUNSEL

Robert E. Barry, Esq., County Counsel

May 14, 2010

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GEORGE W. DEVANNEY
County Manager

M. ELIZABETH GENIEVICH,
C.M.C., M.P.A.
*Deputy County Manager
Director of Administrative
Services*

ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

VIA FACSIMILE (631) 244-8661
CERTIFIED & REGULAR MAIL

Gary Cervelli, President
Trius, Inc.
458 Johnson Avenue
P. O. Box 158
Bohemia, NY 11716-0158

**Re: Union County Bid for
Dumping Catch Basin Cleaner Body & Snowplow Truck**

Dear Mr. Cervelli:

The Union County Public Works Division is in receipt of your proposed truck submitted in accordance with the above captioned bid. Upon inspection of the vehicle, it was discovered that the truck fails to conform to the bid specifications, which are incorporated by reference into the contract documents. As a result, this matter has been referred to our office for review and action.

The bid specifications state the following:

On page 10 **LOADER BASE**: The base will be designed so it may be mounted in a space between the cab and body of not more than 36"...

On page 11 **BODY DUMPING SAFETY DEVICE**: a mechanical-hydraulic body dumping safety device will be furnished and installed...

On page 15 **BUCKET**: Buckets will be so constructed that the opening motion will cause the full discharge of material buckets will not exceed 63°... Blades will be dye stamped...

On page 17 **CHASSIS**: 2009 international model 7400 SFA 31,000 GVW 310 HP minimum Allison 3000 RDS-P chassis cab-to-axle will be 108". Clear frame rail behind cab will be 36".

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07208

tel: 908/527-4250

fax: 908/527-4230

www.nenj.org

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COUNTY OF UNION

In your bid, you indicated that the truck you proposed was in exact compliance with each of these requirements. Further, you did not list any deviations with respect to same. However, an inspection of your proposed truck has revealed the following: 1) the space between the cab and the body is 48", far exceeding the 'no more than 36" requirement' in the specifications; 2) the bucket furnished has blades that exceed the 63° opening motion and are not dye stamped; instead they appear to be a combination of step-formed and other pieces welded together; 3) the dumping safety device is a mechanical-electric-hydraulic system; and 4) the chassis cab-to-axle distance is between 126-28", again exceeding the specification requirement.

In addition to the above, but certainly of no less significance, your truck was delivered without the federally required Altered Vehicle Certification in accordance with the National Traffic and Motor Vehicle Safety Act of 1966 and the Motor Vehicle Information and Cost Savings Act.

Also, Line #9 lists the vehicle as a "dump truck". The specifications required a "catch basin cleaner". This clearly indicates that this truck was not intended and purchased for this bid but modified in order to attempt to meet the requirements of the bid.

The specifications were clear; any deviation was required to be disclosed to give the County the opportunity to research accordingly and make a determination with regards to same. The above examples not only demonstrate that your proposed truck is not in fact equivalent to the basis-of-design truck requested by the County, but also demonstrates that your bid is materially non-responsive to the County's requirement that all differences between a truck that is claimed to be equivalent and the truck that is the basis of design, be stated in the bid and that the blanks for "exact compliance" be checked "NO" in each instance where these differences exist.

A non-responsive bid must be rejected as the County lacks the discretion to decide post-bid, whether or not to waive its requirement for deviations to be disclosed included with a bid. The County's waiver of said requirement post-bid would taint the entire bidding process.

We consider your lack of disclosure to be a misrepresentation of your product. Furthermore, your actions have harmed the County because as a result,

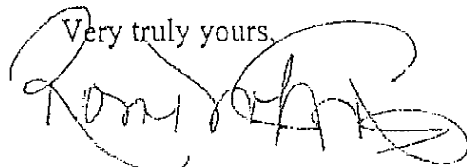


COUNTY OF UNION

the County relied on your misrepresentations, proceeded with the award of a contract and ordered a truck that was not compliant with the specifications. Now, after more than six months have elapsed since the bid opening date, the County is still without the truck. We are now forced to return to the marketplace to secure a truck at the current market price.

For the above reasons, the County rejects your proposed truck and rescinds its bid award to you.

Very truly yours,



ROSALBA L. COMAS, ESQ., MPA
Second Deputy County Counsel

cc: Joseph A. Graziano, Sr., Dir.
Dept. of Engineering, Public Works and Facilities
Joseph J. Policay, Jr., Dir.
Div. of Public Works
Chris Meehan, Dir.
Div. of Motor Vehicles
Michael Yuska, Dir.
Div. of Purchasing


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Tracking no.: 872933184871

Select time format: [12H](#) | [24H](#)
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Delivered



Delivered
Signed for by: R.CAREW

Shipment Dates

Destination

Ship date Jul 1, 2010

ELIZABETH, NJ

Delivery date Jul 2, 2010 10:05 AM

[Signature Proof of Delivery](#)

Shipment Facts

[Help](#)

Service type
Weight

Priority Pak
3.0 lbs/1.4 kg

Delivered to

Receptionist/Front Desk

Shipment Travel History

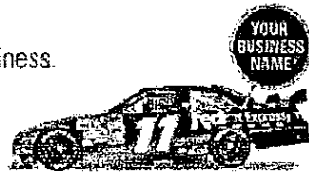
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Select time zone: Local Scan Time

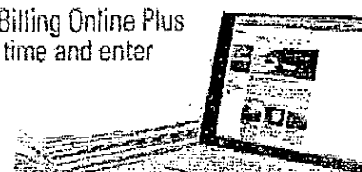
All shipment travel activity is displayed in local time for the location

Date/Time	Activity	Location	Details
Jul 2, 2010 10:05 AM	Delivered	ELIZABETH, NJ	
Jul 2, 2010 8:18 AM	On FedEx vehicle for delivery	ELIZABETH, NJ	
Jul 2, 2010 6:39 AM	At local FedEx facility	ELIZABETH, NJ	
Jul 1, 2010 11:22 PM	Arrived at FedEx location	NEWARK, NJ	
Jul 1, 2010 9:37 PM	Left FedEx origin facility	RONKONKOMA, NY	
Jul 1, 2010 6:44 PM	Picked up	RONKONKOMA, NY	

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TRIUS inc.



458 JOHNSON AVENUE • PO BOX 158 • BOHEMIA, N.Y. 11716
631-244-8600 • FAX 631-244-8661

August 6, 2009

Office of the County Counsel
Robert E. Barry, Esq., County Counsel
County of Union
Elizabethtown Plaza
Elizabeth, NJ 07207

ATTN: Traci Pizzi,
Administrative Researcher
RE: BA 76-2009 Truck – Dumping Catch Basin Cleaner Body and Snowplow

Dear Ms. Pizzi,

As per your request, please find enclosed three (3) signed, witnessed, and sealed copies of the above mentioned contract. Also enclosed are the Certificate of Insurance and the Business Registration Certificate.

If you should require further information, please let me know.

Very truly yours


Gary Cervelli,
President

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID AC TRIUS-2	DATE (MM/DD/YYYY) 08/10/09
PRODUCER Fairview Associates 25 Fairview Avenue Verona NJ 07044 Phone: 973-857-0870 Fax: 973-857-9645		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Trius, Inc. PO Box 158 Bohemia NY 11716		INSURERS AFFORDING COVERAGE INSURER A: Hartford Insurance Companies INSURER B: Granite State Insurance INSURER C: INSURER D: INSURER E:	NAIC # 19682

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	13UENQY4129	05/01/09	05/01/10	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
	MED EXP (Any one person)				\$ 10,000	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	GENERAL AGGREGATE				\$ 2,000,000	
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					Emp Ben.	1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	13UENQY4012	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)				\$	
	BODILY INJURY (Per accident)				\$	
	PROPERTY DAMAGE (Per accident)				\$	
A	☐ GARAGE LIABILITY ☐ ANY AUTO	13UENQY4012	05/01/09	05/01/10	AUTO ONLY - EA ACCIDENT	\$
	OTHER THAN AUTO ONLY:				EA ACC \$ 1,000,000 AGG \$	
A	☒ EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$10000	13HHUQY4121	05/01/09	05/01/10	EACH OCCURRENCE	\$ 3000000
	AGGREGATE				\$ 3000000	
					\$	
					\$	
					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC005013388	12/02/08	12/02/09	WC STATUS: ☐ TORY LIMITS ☐ OTHER	
	E.L. EACH ACCIDENT				\$ 1000000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1000000	
	E.L. DISEASE - POLICY LIMIT				\$ 1000000	
A	OTHER Equipment Floater	13UUNQY4129	05/01/09	05/01/10	Blanket Limit	\$2,000,000 Ded: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Union is named as additional insured for General Liability as per written Contract BA76-2009 - Truck - Dumping Catch Basin Cleaner Body and Snowplow

CERTIFICATE HOLDER

County of Union
 Office of the County Counsel
 Elizabethtown Plaza
 Elizabeth NJ 07207

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John J. Graham

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

TRIUS, INC.

TRADE NAME:

ADDRESS:

5049 INDUSTRIAL ROAD
FARMINGDALE NJ 07727-3651

SEQUENCE NUMBER:

0182615

EFFECTIVE DATE:

05/01/00

ISSUANCE DATE:

10/02/06

James Q. Guarniera
Acting Director
New Jersey Division of Revenue

A G R E E M E N T

THIS AGREEMENT made and entered into this day of 2009, by and between the COUNTY OF UNION, a Body Politic of the State of New Jersey, having its principal place of business at Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey, 07207 hereinafter referred to as County and Trius, Inc., with it's principal office located at 458 Johnson Avenue, P.O. Box 158, Bohemia, NY 11716, hereinafter referred to as the Supplier.

W I T N E S S E T H that the County and the Supplier, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. SPECIFICATIONS

The Supplier for the sum not to exceed \$185,714.00 (this figure represents an estimate and shall not be construed as a guarantee) shall furnish all of the materials and where applicable, all equipment and supplies and perform all of the labor in accordance with the contract. Further, the Supplier will furnish and deliver a truck – dumping catch basin cleaner body and snowplow in a good and workman like manner and in strict accordance with the bid plans and specifications, issued on June 24, 2009, attached hereto and made a part hereof. The Supplier will furnish and deliver all supplies as outlined in this contract. Further, this Supplier shall do everything referred to so as to complete such work as set forth by this Agreement, and attached Contract documents. The specifications, proposal, bid advertisement, if any, are incorporated in and made a part of this Agreement. The Supplier agrees to comply with all Federal and State Laws applicable to this Agreement.

2. DATES OF CONTRACT.

This contract shall commence upon execution of this Agreement.

The County reserves the right to terminate this Agreement with written notice to the Contractor thirty (30) days prior to such action.

If applicable, any extension of the original term of this Agreement shall be subject to the annual availability and appropriation of sufficient funds by the County of Union pursuant to N.J.S.A. 40A:11-15.

Further, if applicable, N.J.S.A. 40A:11-15 also provides that any price changes pursuant to extensions of the original term of this Agreement shall be based upon the price of the original Agreement as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time this Agreement is renewed.

3. INSURANCE.

On or before commencing the work the Supplier shall file with the County evidence of the insurance coverage required in the specifications. The policy shall state "All Bodily Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence." Coverage shall be effective and continuous for the entire term of the Agreement. The County shall be named as additional insured on the policy. A Certificate of Insurance form must be completed in accordance with the attached specifications. Your insurance broker can assist you in obtaining the form and completing same.

INSURANCE REQUIREMENTS

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County of Union, the Bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County of Union.

INSURANCE REQUIREMENTS APPLICABLE TO ALL BIDDERS:

- A. Automobile Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage liability. A certificate of such current insurance shall be provided to the County and shall reflect the provision of at least 30 days notice to the County before any major cancellation or major change may be made in the policy.
- B. Workers Compensation Insurance insuring the obligation of the Contractors and all subcontractors under the New Jersey Workers Compensation and Occupational Disease Laws as respects work performed under this Contract. Insurance shall be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime Act, when applicable.
- C. General Liability Insurance shall be provided on a Comprehensive General Liability Form with a Combined Single Limit of \$1,000,000.00 per Occurrence for Bodily Injury Liability and Property Damage Liability and shall include the interest of the County with Respect to work emanating from the Contract with the County. This instance shall include the following:
 - (i) Personal Injury Liability,
 - (ii) Blanket Contractual Liability applying to assumption of liability under any written Contract,
 - (iii) Products and/or Completed Operations Liability
- D. A Certificate of Insurance shall be filed with the County prior to commencement of the work. This Certificate shall contain a provision that insured afforded under the policies will not be canceled without at least 30 days prior written notice being given to the County and name the County as additional insured.

4. INDEPENDENT SUPPLIER STATUS

The Supplier and its employees, suppliers, subcontractors, agents and representatives are, for all purposes arising out of the Agreement, independent Suppliers and Subcontractors and not employees of the Union County. It is expressly understood and agreed that the Supplier and its employees, suppliers, subcontractors, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

5. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so.

Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

6. CHANGES AND MODIFICATIONS

The parties may from time to time during the term of the Agreement make changes, or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department and the Union County Purchasing Department.

7. SEVERABILITY

If any of the provisions of the contract are invalid or unenforceable, such invalidity will not void the entire contract, but rather the entire contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the Supplier shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract.

8. PERFORMANCE BOND

When required by the specifications, the Performance Bond form must be completed in accordance with same. The proper corporate officers must execute same where indicated on all copies of said bond. If the Supplier is a corporation, the Secretary must affix the corporate seal to each Agreement over his/her signature.

9. DISCRIMINATION

The Company acknowledges that they have a copy of the "New Jersey Law Against Discrimination" and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

10. AFFIRMATIVE ACTION

The attached document titled "Exhibit A: Mandatory Affirmative Action Language for General Service Contractors" as prescribed by P.L. 1975, c. 127 and N.J.A.C. 17:27, is incorporated herein and made a part of this agreement by this reference.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

9. BUSINESS REGISTRATION CERTIFICATE

In accordance with P.L. 2004, Chapter 2004, no contract shall be entered into by the County unless the Vendor provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

Further, a subcontractor shall provide a copy of its business registration to the Vendor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

The Vendor shall maintain and submit to the County a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

(REVISED 1/05)

11. PAYMENT

Payment requests are indicated in the bid specifications, which are attached hereto and made a part hereof.

12. COMPLIANCE WITH STATUTE

It is understood and agreed that should N.J.S.A. 10:2-1 et seq; 24:10-57.1 and 57.2; 34:11-56.25; 40A:11-18 or 52:33-1, together with any amendment or supplement thereto, be applicable to this contract and should said statute not be complied with, then this contract shall be voidable at the option of the County.

13. FORCE MAJEURE

Neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes or other industrial disturbances, accidents, war, riot, insurrection or other causes beyond the control of the parties.

14. DISCRIMINATION

This Supplier acknowledges that he has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

15. INDEMNIFICATION

The Supplier shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims for damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any

subcontractor of the supplier or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

16. CLAIMS

The Supplier agrees to furnish the County with evidence that all claims either for damages, material furnished or labor supplied have been satisfied and paid in full.

17. WITHHOLDING PAYMENT

The Supplier acknowledges that the County may at its option withhold payment until such claims, if any, for damages that may arise in connection herewith shall have been settled and liquidated by the Supplier.

18. GENERAL NOTICE

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons of process.

19. MISCELLANEOUS

This agreement shall be governed by and construed under the laws of the State of New Jersey. The Supplier irrevocably agrees that, subject to Union County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the Supplier consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

20. WAIVER

No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in the Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

21. ENTIRE AGREEMENT

It is expressly agreed that the provisions set forth in the Bid Specifications and this agreement constitutes all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Specifications are of no force and effect.

22. ASSIGNMENT

The successful Supplier is prohibited from assigning, transferring, conveying, or otherwise disposing of its agreement or its rights, title, obligation or interest therein to any other person, company or corporation without prior written consent and approval of the County. If such a transfer without consent occurs, the County may refuse to carry out its contract with either the Assignor or Assignee, and reserves all rights of action for breach of the contract.

23. SUBCONTRACTING

The subcontracting of this contract will not be permitted without the expressed written consent of the County of Union.

24. PRICE CHANGES

All prices shall be firm and not subject to increase during the period of this contract.

25. COOPERATION WITH OTHER SUPPLIERS

The Supplier shall fully cooperate with other Suppliers of the County of Union, the County of Union's employees, or the employees of others as may be required by circumstances or directed by the County of Union.

26. LICENSES AND PERMITS

The Supplier shall be responsible for payment of any and all taxes and for obtaining any necessary or required licenses, permits required by Federal, State, County or local law or ordinance. In the event a sales tax or similar tax is imposed, Union County shall reimburse Supplier for said tax, provided that the Supplier has advised the vendor of the County's tax exempt status and the assessment is legal.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF UNION

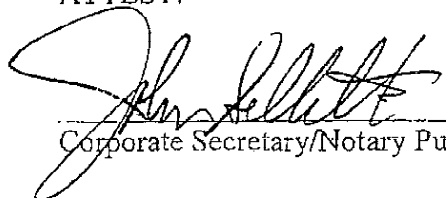
NICOLE L. DIRADO, CLERK
Board of Chosen Freeholders

BY _____
GEORGE W. DEVANNEY
County Manager

APPROVED AS TO FORM

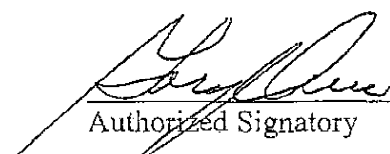
ROBERT E. BARRY, ESQ.
County Counsel

ATTEST:



Corporate Secretary/Notary Public

Trius Inc.



Authorized Signatory

Gary Cervelli

Print Name

President

Print Title