

RESOLUTION OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY

TITLE:

RESOLUTION OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE PAYMENT OF CERTAIN EXPENSES IN CONNECTION WITH THE CONTRACT FOR DECOMMISSIONING AND REMOVAL SERVICES IN CONNECTION WITH THE MORRIS COUNTY IMPROVEMENT AUTHORITY'S 2009 RENEWABLE ENERGY PROGRAM

WHEREAS, the Morris County Improvement Authority (including any successors and assigns, the "Authority") has been duly created by resolution duly adopted by the Board of County Commissioners (the "Board of County Commissioners") of the County of Morris (the "County") in the State of New Jersey (the "State") as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act"), and other applicable law; and

WHEREAS, in 2009, the Authority created a program to facilitate and finance the design, permitting, acquisition, construction, installation, operation and maintenance of solar renewable energy projects (the "Renewable Energy Projects") at multiple county, municipal and board of education facilities located throughout the County; and

WHEREAS, in accordance with a request for proposal process, the Authority selected and designated Tioga Solar Morris County 1, LLC (the "Company") as the successful respondent, and the Authority and the Company thereafter entered into a Lease Purchase Agreement, dated as of February 1, 2010 (as the same may be amended and supplemented from time to time, the "Lease Agreement"), and certain other agreements with the Company and others in furtherance thereof; and

WHEREAS, the Renewable Energy Projects procured under the Renewable Energy Program (as defined in the Lease Agreement) generate energy and revenues, with such revenues being principally derived from (i) the sale of electric energy to the local unit hosts under a Power Purchase Agreement, dated as of February 1, 2010 (the "Power Purchase Agreement"), by and between the Company, the Authority and certain local government units, and (ii) the sale of Solar Renewable Energy Certificates (the "SRECs") to utilities; and

WHEREAS, Tioga Energy, which was engaged in the solar energy business throughout the United States, advised the Authority that, on April 30, 2013, it (not the Company) transferred ownership of all of its right, title and interest in, to and under all of its tangible and all of its intangible assets, including, but not limited to, its interest in the Company, to Tioga Energy (Assignment for the Benefit of Creditors), LLC, Solely as Assignee for the Benefit of Creditors of

Tioga Energy, Inc. (the "Assignee"), pursuant to the laws of the State of California, and thereby created an assignment estate; and

WHEREAS, the Company failed to make Lease Payments then due and owing to the Authority pursuant to the terms of Section 301 of the Lease Agreement, each of which failure constituted an Event of Default pursuant to Section 1001 of the Lease Agreement; and

WHEREAS, as a result of the incurrence and continuance of the Events of Default by the Company, the Authority exercised the remedies available to it pursuant to Section 1002 of the Lease Agreement, including, without limitation, (i) terminating the Lease Agreement, (ii) taking possession of the Renewable Energy Projects, the SRECs and any other portion of the Leased Property (as defined in the Lease Agreement), and (iii) assuming all of the Company's rights under the Power Purchase Agreement and the License Agreements (as defined in the Lease Agreement); and

WHEREAS, pursuant to the terms of that certain Default and Assignment Agreement, dated as of December 1, 2019 (the "Default Agreement"), by and among the Authority, the Company and the Assignee, neither the Company nor the Assignee contested that the Events of Default have occurred and are continuing, nor did either protest the Authority's decision to exercise available remedies under the Lease Agreement, including, without limitation, those described above; and

WHEREAS, pursuant to the terms of that certain Assignment of Agreements, dated as of December 1, 2019 (the "Assignment"), from the Company to the Authority, the Company has assigned (and the Authority has assumed) all of its right, title and interest in and to certain Solar Renewable Energy Certificate Purchase and Sale Agreements by and between the Company and Jersey Central Power & Light Company; and

WHEREAS, Section 3.7 of the Power Purchase Agreement provides for the obligations of the Authority, as successor to the Company, upon termination, which directs the Authority to "remove all of its tangible property comprising such Renewable Energy Projects from the Local Unit Facility by a mutually convenient date but in no case later than one hundred eighty (180) days after the end of the Initial Term"; and

WHEREAS, Section 3.7 of the Power Purchase Agreement further provides that upon removing the Renewable Energy Projects, the Local Unit Facilities shall be returned to the state and condition existing prior to construction and installation of the Renewable Energy Projects, reasonable wear and tear excluded; and

WHEREAS, in light of the end of the term of the License and Access Agreements and the Power Purchase Agreement, the MCIA has determined to decommission and remove the Renewable Energy Facilities located at one or more of the following locations: Mennen Ice Rink #1, #2 and #3 and the Parking Lot Facility; Schuyler Parking Facility; Voter Machine Tech Building; Central Middle School; Troy Hills Elementary School; Parsippany High School; Morris Hills High School; Morris Knolls High School; and/or Mountain Lakes High School (collectively, the "Decommissioned Facilities"); and

WHEREAS, on April 15, 2026, by Resolution 26-18, the Authority authorized the preparation and issuance of a request for proposals (the “RFP”) for decommissioning and removal services for the Decommissioned Facilities, which such services shall include, but not be limited to, disconnection of all equipment, and removal of all racking, modules, ballast blocks, and inverters (the “Decommissioning and Removal Services”) and be completed with the consent of each Local Unit, notwithstanding the provisions of the applicable License and Access Agreement or any provision of any other agreement to the contrary, all in accordance with the procedures of a fair and open process established by N.J.S.A. 19:44A-20.4 *et seq.*; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.1 *et seq.*, an authority may not award contracts with a value in excess of \$17,500.00 to a business entity which has made reportable contributions in excess of \$300.00, in the aggregate, to the member municipality’s political parties or to any candidate’s committee of any person serving in an elective public office of the member municipality when such contract was awarded, unless said business entity is awarded a contract under a fair and open process; and

WHEREAS, in response to the RFP, the Authority received proposals (each, a “Proposal”) from Memargi Demolition & Environmental Services and Two Brothers Contracting, Inc. (each, a “Respondent”), which Proposals are on file with the Authority; and

WHEREAS, the Authority found, after careful consideration of the Proposals, that the Proposal submitted by Memargi Demolition & Environmental Services (the "Selected Respondent"), met the Authority’s needs for the Decommissioning and Removal Services; and

WHEREAS, on June 17, 2026, by Resolution 26-23, the Authority awarded the contract to the Selected Respondent to provide the Decommissioning and Removal Services until the Decommissioning and Removal Services have been completed, but no later than October 16, 2026, unless extended as permitted by law, at rates as described in the Selected Respondent's Proposal (the “Decommissioning Contract”), and authorized the Chairperson of the Authority to execute the Contract; and

WHEREAS, on June 17, 2026, the Authority and the Selected Respondent entered into the Contract which sets forth the respective rights and responsibilities of the Authority and the Selected Respondent with respect to the Decommissioning and Removal Services; and

WHEREAS, the Selected Respondent has incurred expenses under the Contract in the aggregate amount of \$124,500.00 (the “Decommissioning Contract Expenses”), consisting of those expenses set forth in Exhibit A hereto; and

WHEREAS, the Authority desires to approve the payment of the Decommissioning Contract Expenses.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Authority as follows:

Section 1. The Chairperson and the Treasurer of the Authority (including their designees, each an "Authorized Officer") are hereby authorized and directed to make payment for the Decommissioning Contract Expenses as set forth in Exhibit A attached hereto, in aggregate amounts not to exceed \$124,500.00, provided that the Authorized Officer is presented with invoices reflecting that the amounts have been properly incurred.

Section 2. The Authorized Officers are hereby authorized and directed to take all further actions, and to execute such certificates, instruments or documents, deemed necessary, convenient or desirable by any such Authorized Officer, in consultation with counsel, in connection with all matters set forth in or contemplated by this resolution.

Section 3. Subject to the second sentence of this section, this resolution shall take effect immediately. In accordance with *N.J.S.A. 40:37A-50*, the Secretary of the Authority is hereby authorized and directed to submit to each member of the Board of County Commissioners, by the end of the fifth business day following this meeting, a copy of the minutes of this meeting. The Secretary is hereby further authorized and directed to obtain from the Clerk of the Board of County Commissioners a certification from the Clerk stating that the minutes of this meeting have not been vetoed by the Director of the Board of County Commissioners.

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Exhibit A

Decommissioning Contract Expenses

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: PROJECT: Tony Aponte Purchasing Division, County of Morris Administration & Records Building, 5th Floor 10 Court Street MORRIS TOWN, NJ 07960 FROM CONTRACTOR: VIA ARCHITECT: MEMARGI DEMOLITION & ENVIRONMENTAL SERVICES LLC 36 MILLER DRIVE BOONTON TOWNSHIP, NJ 07005 CONTRACT FOR: SOLAR DECOMMISSIONING

AIA DOCUMENT G702 PAGE ONE OF 1 PAGES 2 APPLICATION NO: 1 Distribution to:

Bid# B26-102 "Decommissioning And Removal Services In Connection With The Morris County Improvement Authority's 2009 Renewable Energy Program"

PERIOD TO: 7/15/26

PROJECT NOS:

CONTRACT DATE: 6/17/26

x OWNER ARCHITECT x CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	622,500.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	622,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	124,500.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	124,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	124,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	498,000.00

CONTRACTOR: MEMARGI DEMOLITION & ENVIRONMENTAL SERVICES LLC

By: [Signature] Date: 7/17/26 State of: NEW JERSEY Notary Public: JANET L. SMITH My Commission Expires 4/20/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) ARCHITECT: By: Date: This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 2/15/19
PERIOD TO: 2/28/19

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MOBILIZATION	\$18,675.00		\$18,675.00		\$18,675.00	100.00%	\$0.00	
2	SOLAR DECOM MOUNTAIN LAKES HS	\$105,825.00		\$105,825.00		\$105,825.00	100.00%	\$0.00	
3	SOLAR DECOM PARSIPPANY HS	\$19,675.00							
4	SOLAR DECOM TROY HILLS ELM	\$38,225.00							
5	SOLAR DECOM CENTRAL MIDDLE SCH.	\$112,050.00							
6	SOLAR DECOM MORRIS KNOLLS HS	\$26,000.00							
7	SOLAR DECOM MORRIS HILLS HS	\$43,575.00							
8	SOLAR DECOM MENNAN SPORTS ARENA	\$143,175.00							
9	SOLAR DECOM VOTER BUILDING	\$49,800.00							
10	SOLAR DECOM SCHULER BUILDING	\$65,500.00							
	GRAND TOTALS	\$622,500.00	\$0.00	\$124,500.00	\$0.00	\$124,500.00	200%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

MOVED/SECONDED:

Resolution moved by Commissioner _____.

Resolution seconded by Commissioner _____.

VOTE:

Commissioner	Yes	No	Abstain	Absent
Leary				
Ramirez				
Bauer				
Sandman				
Happer				

This Resolution was acted upon at the Regular Meeting of the Authority held remotely and in person on August 19, 2026 by audio and video in accordance with notice promulgated by the Authority in accordance with applicable law.

Attested to this 19th day of August, 2026

By: _____
Secretary of the Authority

FORM and LEGALITY:

This Resolution is approved as to form and legality as of August 19, 2026.

By: _____
Matthew D. Jessup, Esq.
Member, McManimon, Scotland & Baumann, LLC
Counsel to the Authority
Resolution No. 26-31