

Member Tracy introduced and moved the adoption of the following resolution and Member Rountree seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
APPROVING THE MINUTES OF THE REGULAR MEETING AND THE  
EXECUTIVE SESSION OF MARCH 5, 2014**

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

**WHEREAS**, the Authority, pursuant to its By-Laws, makes and retains minutes of its meetings, including its Regular Meetings, and also makes and retains minutes of any Executive Sessions that occur during a meeting; and

**WHEREAS**, the Authority has prepared minutes of its Reorganization Meeting of February 12, 2014, (the "Minutes") and has presented the Minutes to the Commissioners for review;

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Minutes are hereby approved and released for publication in accordance with law.

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

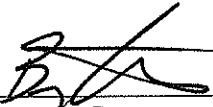
**Recorded Vote**

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

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING THE MINUTES OF THE REGULAR MEETING AND THE EXECUTIVE SESSION OF MARCH 5, 2014** is a true copy of a resolution adopted by the governing body of the Authority on April 2, 2014

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
 John Salerno, Secretary  
 Bryan Tomko, Acting

Dated: April 2, 2014

(SEAL)

Member Countrie introduced and moved the adoption of the following resolution and Member Muller seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
APPROVING A BILL LIST AND THE RELEASE OF VOUCHERS FOR  
PROCESSING AND PAYMENT, SUBJECT TO CERTIFICATION THAT  
SUFFICIENT FUNDS ARE AVAILABLE**

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

**WHEREAS**, the Authority may incur expenses on behalf of specific projects as well as for its general and administrative needs; and

**WHEREAS**, the Authority has reviewed the invoices which are summarized on the Bill List attached hereto and made part hereof, and has determined that all invoices are correct, genuine and eligible for payment;

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Interim Executive Director be authorized to release vouchers for the processing and payment of the invoices on the attached Bill List, subject to certification that sufficient funds are available.

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

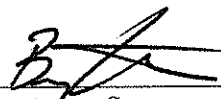
**Recorded Vote**

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

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING A BILL LIST AND THE RELEASE OF VOUCHERS FOR PROCESSING AND PAYMENT, SUBJECT TO CERTIFICATION THAT SUFFICIENT FUNDS ARE AVAILABLE** is a true copy of a resolution adopted by the governing body of the Authority on April 2, 2014

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
 John Salerno, Secretary

BRYAN TOMKO, Acting

Dated: April 2, 2014

(SEAL)

Member Tonko introduced and moved the adoption of the following resolution and Member Rountree seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND STRATEGIC MEDIA GROUP FOR MEDIA SERVICES FOR 2014**

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

**WHEREAS**, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for various professional services including media and public relations services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

**WHEREAS**, upon review of the proposals, the Authority determined that Strategic Media Group was qualified to provide media and public relations service (the "Services") to the Authority, and on February 12, 2014, by Resolution No. 11-2014, the Authority approved a list of professionals qualified to provide services to the Authority for the year 2014, which list included Strategic Media Group; and

**WHEREAS**, the Authority now wishes to enter into a contract with the Strategic Media Group for the Services;

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the contact with Strategic Media Group in the form attached hereto and made a part hereof, is approved; and

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

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

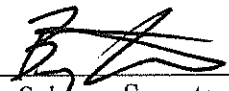
**Recorded Vote**

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

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND STRATEGIC MEDIA GROUP FOR MEDIA SERVICES FOR 2014** is a true copy of a resolution adopted by the governing body of the Authority on April 2, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
 John Salerno, Secretary  
*Bryan Tomko, Acting*

Dated: April 2, 2014  
 (SEAL)

**AGREEMENT BY AND BETWEEN  
UNION COUNTY IMPROVEMENT AUTHORITY  
AND  
STRATEGIC MEDIA GROUP FOR MEDIA SERVICES**

**THIS AGREEMENT**, dated as of \_\_\_\_\_ 2014, by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and Strategic Media Group, 16 Park Avenue, Suite 201, Rutherford, New Jersey 07070.

**WITNESSETH:**

**WHEREAS**, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for various professional services including media and public relations services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

**WHEREAS**, upon review of the proposals, the Authority determined that Strategic Media Group was qualified to provide media and public relations service (the "Services") to the Authority, and on February 12, 2014, by Resolution No. 11-2014, the Authority approved a list of professionals qualified to provide services to the Authority for the year 2014, which list included Strategic Media Group; and

**WHEREAS**, on April 2, 2014, by Resolution No. 36-2014, the Authority approved a contract with Strategic Media Group (the "Professional") to provide media and public relations services during the period from April 3, 2014 until the Authority's next reorganization meeting in February 2015; and

**WHEREAS**, the Authority and the Professional wish to enter into this Agreement to set forth the services to be rendered by the Professional (the "Services") and the compensation to be paid for the Services;

**NOW THEREFORE**, the Parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. Scope of Services. The Professional hereby agrees to perform such Services as shall include, but not be necessarily limited to, those set forth in the RFQ and the Professional's response to the RFQ, which are incorporated herein and made a part hereof as though repeated in full.

2. Personal Services. The Professional represents that only its personnel will perform the Services required under this Agreement. In the event the Professional cannot provide the Services due to vacation, illness, or other reason, the Authority will designate other qualified persons to perform the Services temporarily. In no event shall the Professional assign or transfer its obligations under this Agreement to another firm or individual. The Professional's personnel shall not be employees of or have any other contractual relationship with the Authority.

3. Term. This Agreement shall be for the period commencing April 3, 2014, and terminating upon the appointment of a firm to provide Bond Counsel Services at the Authority's Annual Reorganization Meeting in February 2015, unless otherwise extended or terminated in writing.

4. Compensation. The Authority shall compensate the Professional in an amount not to exceed \$6000.00 for the Services in accordance with the fee schedule set forth in Exhibit A attached hereto.

5. Affirmative Action. During the performance of this Agreement, the Professional shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule A to this Agreement. The Professional also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, as stated in Exhibit B to the RFQ, which the Professional acknowledged and affirmed in its response thereto.

6. Professional's Representations. The Professional makes the following representations and covenants:

(a) the Professional has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;

(b) the Professional is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf;

(c) to the best of the Professional's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;

(d) the Professional's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party;

7. Authority's Representations. The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Mayor, it shall be valid and binding upon the Authority;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions



the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement

8. Default and Termination.

(a) Events of Default by the Professional. The following shall constitute Events of Default by the Professional unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Authority or any third party:

(i) the persistent and repeated failure(s) of the Professional to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and the Professional has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) (1) the Professional being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Professional under the laws of any jurisdiction or against the Professional if it does not take appropriate action to dismiss said proceedings within 30 days of the institution of such proceedings, or (3) any action or answer by the Professional approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Professional that shall substantially interfere with its performance hereunder;

(iii) breach of any material representations by the Professional set forth in this Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

(b) Events of Default by the Authority. The following shall constitute Events of Default by the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Professional or any third party:

(i) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from the Professional of such persistent and repeated failure(s) to perform, and the Authority has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of 20 days after written notice thereof has been provided by the Professional specifying such failure and requesting that such condition be remedied.

(c) Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party, the defaulting party shall, within 20 days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy the default, including, but not limited to, proceedings to compel specific performance by the defaulting party.

9. Remedies in the Event of Termination of Agreement. Upon termination, the Authority shall pay the Professional in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Paragraph 4 hereof, and the Professional shall release to the Authority each and every document in its possession relating to or regarding the Project.

10. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to the Professional of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay the Professional in full for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof.

11. Insurance. Throughout the Term, the Professional shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Workers Compensation: Statutory requirements.

(b) Comprehensive AL/GL, Bodily Injury, and Property Damage with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and in no case less than \$1,000,000 per person.

(c) Professional Liability Insurance: Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(d) Form and Content. Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by the Professional shall:

(i) designate the Authority, its offices, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(ii) provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or the Professional to the extent that such other insurance provides the Authority or the Professional with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable to all insureds as a group and liability for premiums) shall operate in the same manner as if each were a separate policy covering each insured;

(iv) provide that the Authority shall be furnished with at least 30 days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(v) waive any right of subrogation of the insurers against the Authority or the Professional and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Prior to the date on which the Professional shall begin the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements stated above. Thereafter, new or renewal certificates shall be delivered at least 30 days prior to expiration of the current policy. If the Professional shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if the Professional fails to do so within five days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from the Professional immediately upon demand by the Authority.

12. Indemnification and Hold Harmless. The Professional and its consultants agree to indemnify and defend, to the fullest extent possible under the Professional's insurance coverage, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of the Professional's negligent acts or omissions in connection with the performance of the Services.

13. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Professional: Strategic Media Group  
16 Park Avenue, Suite 201  
Rutherford, New Jersey 07070.  
Attn: Joseph Lauro, President

To Authority: Mr. Mark Brink, Project / Financial Specialist  
Union County Improvement Authority  
1499 Routes 1 & 9  
Rahway, New Jersey 07065

14. Waiver. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15. Modifications. The provisions of this Agreement may be modified or amended only by written agreement duly executed by both parties.

16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

17. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

18. Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

19. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall use their best efforts to negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

20. Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Professional.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to their rights and obligations hereunder. The terms of the Professional's Proposal are incorporated herein and made a part of this Agreement as though the Proposal was set forth in full herein. In the event of a conflict between this Agreement and the terms of the Professional's Proposal, the terms of this Agreement shall prevail.

22. Dispute Resolution. Any and all disputes arising out of this Agreement shall be submitted to an alternative dispute resolution practice such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto. Notwithstanding the foregoing, nothing contained herein shall prevent the Authority from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

**IN WITNESS WHEREOF**, the Authority, by resolution duly adopted, has caused this Agreement to be approved and executed, and the Authority and the Professional have caused this Agreement to be executed on the day and year first above written.

**ATTEST:**

**UNION COUNTY IMPROVEMENT AUTHORITY**

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

By: \_\_\_\_\_  
Anthony Scutari, Chairman

**STRATEGIC MEDIA GROUP**

By: \_\_\_\_\_  
Joseph Lauro, President



16 PARK AVENUE, SUITE 201 RUTHERFORD, N.J. 07070  
PHONE 201.729.9500 FAX 201.729.9503  
WWW.STRATEGICMEDIA.COM

Mr. Daniel P. Sullivan  
Executive Director  
Union County Improvement Authority  
1499 Route 1 & 9  
Rahway, N.J. 07065

March 13, 2014

Dear Mr. Sullivan:

Strategic Media Group, Inc. (SMG) is pleased to submit this proposal to provide media services to the Union County Improvement Authority (UCIA).


Our firm has extensive experience with the public policy issues related to the UCIA, including our prior work for the Agency and our prior work with other County Improvement Authorities, and as you know we were pre-qualified by the Agency Board earlier this year. This experience, and our knowledge of Union County, lessens the "learning curve" for our firm and will allow us to dissect the often-complex issues of public agencies and present this information in a readily understandable manner to the media and to the general public.

We are a multi-racial, tri-lingual communications firm with a track record of providing top-notch services to Union County and to many other governmental, corporate and non-profit organizations.

Based upon the anticipated workload, we would request an hourly rate of \$125 per hour, not to exceed \$42,000, unless approval is granted from you and the Agency Board.

If you require more information, or have any questions, please don't hesitate to contact us at any time.

For the firm,

  
Joseph Lauro  
President

Member Tonks introduced and moved the adoption of the following resolution and Member Montrell seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY (“AUTHORITY”) DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO TAKE ANY AND ALL ACTIONS NECESSARY OR DESIRABLE IN ORDER TO SETTLE THE AUTHORITY’S CLAIMS AGAINST TIOGA ENERGY (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC AND TO PROVIDE FOR THE CONTINUED OWNERSHIP, OPERATION AND MAINTENANCE OF THE AUTHORITY’S RENEWABLE ENERGY PROJECTS UNDER ITS RENEWABLE ENERGY PROGRAM**

WHEREAS, the Authority has undertaken the development and implementation of a program (the “Renewable Energy Program”) for the financing, design, permitting, acquisition, construction, installation, operation and maintenance of renewable energy capital equipment and facilities such as solar panels, including any related electrical modifications or other work required or convenient for the installation of such systems (collectively, the renewable energy capital equipment and facilities, the “Renewable Energy Projects”) for and on behalf of the County and local governmental units within the County (the “Local Units”);

WHEREAS, on August 31, 2010, the Authority issued “Request for Proposals for a Developer of Photovoltaic Systems with respect to certain Local Government Facilities in the County of Union, New Jersey” (the “RFP”) to design, permit, acquire, construct, install, operate and maintain the Renewable Energy Projects;

WHEREAS, the Authority selected and designated Tioga Solar Union County 1, LLC (the “Company”) as the successful respondent to the RFP and thereafter entered into a Lease Agreement, a Power Purchase Agreement and certain other agreements with the Company and others in furtherance thereof; and

WHEREAS, on May 4, 2011, the Authority issued its \$15,190,000 County of Union Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 (Federally Taxable) (the Bonds”, of which \$13,160,000 is presently outstanding) to finance up to 70% of the costs of the Renewable Energy Projects, with the Company financing the balance of such costs;

WHEREAS, the lease payments by the Company under the Lease Purchase Agreement were designed to be sufficient to pay debt service on the Bonds;

WHEREAS, Tioga Energy, Inc., the parent of the Company (“Tioga Energy”) provided a guaranty, capped at a monetary amount of \$4,000,000, of the Company’s obligations under, among other things, the Lease Purchase Agreement;

**WHEREAS**, the Renewable Energy Projects procured under the Renewable Energy Program are, in all material respects, complete, lien free, in service and generating 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, and (ii) the sale of Solar Renewable Energy Certificates (“SRECs”) to utilities;

**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) initiated an assignment for the benefit of creditor’s under California law (“ABC process”) in order to liquidate and dissolve its business (after the initiation of such process, Tioga Energy is referred to as “Tioga ABC”); and

**WHEREAS**, due principally to a substantial drop in the market value of SRECs from the time the Bonds were issued (over \$600 per SREC) to Spring 2013 (approximately \$120 per SREC), the Renewable Energy Projects do not presently generate sufficient revenues to allow the Company to make lease payments that cover debt service on the Bonds in full;

**WHEREAS**, effective May 1, 2013, the Company discontinued making full lease payments under the Lease Purchase Agreement, and on May 4, 2013 the Authority declared the Company in default thereunder;

**WHEREAS**, the Authority submitted a claim in the amount of \$4,000,000 under the Guaranty by Tioga Energy against the assets of the assignee, Tioga ABC; and

**WHEREAS**, since the October 25, 2013 deadline for filing claims, general counsel to the Authority, in addition to its local ABC counsel (“California counsel”), have been requesting and receiving information from Tioga ABC as to an accounting of its assets and liabilities; and

**WHEREAS**, representatives of Tioga ABC have estimated that there will be available for distribution to unsecured creditors, such as the Authority, about \$1 million, against total claims in the amount of approximately \$25.7 million, broken down as follows: (i) \$4 million claim by the Authority; (ii) about \$20.5 million by shareholders/insiders (principally about five venture capital firms) for loans to Tioga Energy; and (iii) about \$1.2 million from other trade creditors; and

**WHEREAS**, counsel to the Authority have aggressively argued that the Authority’s claim should, at least in part, be senior to the claims of the shareholders/insiders, and it appears that representatives of Tioga ABC, as well as certain of the shareholders/insiders, may be willing to elevate at least some portion of the Authority’s claim over the insiders/shareholders claims; and

**WHEREAS**, representatives of Tioga ABC, which currently holds the membership interests in the Company, is also charged with finding a substitute owner of the Company, subject to the consent of the Authority, following the liquidation and dissolution of Tioga ABC, and toward that end Tioga ABC has sent a letter which is attached hereto as Exhibit A, inviting certain parties to submit a proposal to Tioga ABC to acquire the ownership interests in the Company and to provide for the continued operation and maintenance of the Renewable Energy Projects; and



**WHEREAS**, as a result of the aforementioned solicitation, Tioga ABC has received proposals in various forms from five (5) companies, namely S-Power, A.F. Mensah, GP Renewables & Trading, Nautilus Solar Energy and Cambridge Capital Corp.; and

**WHEREAS**, it is in the best of interests of the Authority and the taxpayers of Union County to settle the claim against the assets of Tioga ABC, and to evaluate proposals and consent to a successor owner of the Company, in an expeditious a manner as possible and to grant sufficient authority to the officers of the Authority to do so;

**WHEREAS**, at this point in the evaluation process, the Authority has identified Cambridge Capital Corp's proposal as the potentially most advantageous in terms of that proposal's beneficial impact on the Renewable Energy Program's financial situation;

**NOW, THEREFORE BE IT** resolved by the Union County Improvement Authority that:

1. The Executive Director of the Authority is authorized, directed and empowered to take any and all actions necessary, appropriate or desirable to prosecute and settle the Authority's claims against Tioga ABC for an amount not less than \$150,000, including the negotiation and delivery of a settlement agreement and any other documents or instruments that may be necessary or desirable to accomplish the purposes thereof, and to take any and all other actions as he may deem necessary, appropriate or proper to implement the provisions of the resolutions herein and to consummate the transactions contemplated hereby, all subject to final consent and approval by the Authority of a final settlement agreement with Tioga ABC.

2. The Executive Director of the Authority is authorized, directed and empowered to take any and all actions necessary, appropriate or desirable: (i) to review responses of parties interested in becoming a successor owner of the Company, [for the purposes of consent by the Authority] and to transfer of all of the membership interests in the Company to a successor, substantially in conformance with the letter attached hereto as Exhibit A, with such changes as Tioga ABC may require; (ii) to designate Cambridge Capital Corp for purposes of a thirty (30) day due diligence period and for the purpose of thoroughly evaluating and examining the proposal by Cambridge Capital Corp in order to assess and confirm the potential financial benefits to the Renewable Energy Program and (iii) to provide for the continued operation and maintenance of the Renewable Energy Projects; and the Executive Director is expressly authorized to negotiate, execute and deliver such consents and other agreements and documents, and to take any and all other actions as such person may deem necessary, appropriate or proper to implement the provisions of the resolutions herein and to consummate the transactions contemplated hereby.

3. This resolution shall take effect immediately.

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

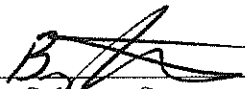
**Recorded Vote**

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

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY (“AUTHORITY”) DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO TAKE ANY AND ALL ACTIONS NECESSARY OR DESIRABLE IN ORDER TO SETTLE THE AUTHORITY’S CLAIMS AGAINST TIOGA ENERGY (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC AND TO PROVIDE FOR THE CONTINUED OWNERSHIP, OPERATION AND MAINTENANCE OF THE AUTHORITY’S RENEWABLE ENERGY PROJECTS UNDER ITS RENEWABLE ENERGY PROGRAM** is a true copy of a resolution adopted by the governing body of the Improvement Authority on April 2, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
 John Salerno, Secretary  
 Bryan Tomko, Acting

Date: April 2, 2014

[SEAL]

**EXHIBIT A**

**TIOGA ENERGY (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC**  
**Post Office Box 391600**  
**Mountainview, California 94039-1600**

December \_\_, 2013

[Address]

Re: Tioga Solar Union County I, LLC – Invitation to Submit a Proposal

Dear \_\_\_\_\_:

The purpose of this letter is to invite you to submit a proposal to acquire 100% of the membership interests in Tioga Solar Union County I, LLC (“Tioga Union”). A brief description of Tioga Union follows. If you are so interested, please direct your proposal via email to Andrew Decamera at [adecamera@shrwood.com](mailto:adecamera@shrwood.com), with a copy to Jerrold Binney, Esq., at [jbinney@decotiislaw.com](mailto:jbinney@decotiislaw.com).

Tioga Energy (Assignment for the Benefit of Creditors), LLC (“Tioga ABC”) is the assignee of Tioga Energy, Inc., a California based company that was engaged in the solar energy industry. Tioga ABC is in the process of liquidation through an assignment for the benefit of creditors under California law. One of Tioga ABC’s assets is all of the membership interests in Tioga Union.

Tioga Union is a special purpose entity that, through a Lease Agreement and Power Purchase Agreements, beneficially owns and operates approximately 3.2 mw of solar facilities on 31 buildings in Union County, New Jersey (the “Projects”). Basic information about Tioga Union, including a summary of the Projects, is attached as Exhibit A. The principal transaction documents can be found as appendices to the Union County Improvement Authority’s (the “Authority”) Official Statement for its \$15,190,000 County of Union Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011 (Federally Taxable) (the “Bonds”), a copy of which is attached hereto as Exhibit B. The Official Statement contains a description of the Projects, although some installations have changed. Pursuant to a Pledge and Security Agreement, dated May 1, 2011, among Tioga ABC, as assignee of Tioga Energy, Inc., Tioga Union, the Authority and a bond trustee, the Authority holds a security interest in the membership interests of Tioga Union.

Principally because of the dramatic drop in the New Jersey Solar Renewable Energy Credit (“SREC”) market since the time the Projects were financed, Tioga Union’s revenues are not sufficient to cover operating costs and lease payments. While operating costs have continued to be paid and all facilities are in operation, there have been shortfalls in lease payments since May 1, 2013. The Authority sent Tioga Union a notice of default under the Lease Agreement, and the Authority has accelerated amounts due thereunder. The Authority has not, however, terminated the

Lease Agreement. The failure to make lease payments in full could require the County of Union, as guarantor on the Bonds, to fund the deficiency in debt service on the Bonds.

Tioga ABC's representatives have advised the Authority that they do not believe Tioga Union can be sold by it in a way that would add value to the Tioga ABC estate. Tioga ABC has represented that it would advise and consult with the Authority in connection with Tioga ABC's efforts to find a successor owner of Tioga Union. Toward that end, we are sending you this invitation to submit a proposal to acquire 100% of the membership interests in Tioga Union. Acquisition of the membership interests, in and of itself, would not personally obligate the selected acquirer on any of the underlying transaction documents, except that the Authority would likely continue to require that the membership interests be pledged to it as security for Tioga Union's obligations. You are free to propose, however, whatever amendments, if any, to the transaction documents that you believe would be necessary to take over Tioga Union. For example, you may propose that an O&M fee be paid from an identified source of funds. Areas of particular interest to the Authority and the County include the following: (i) demonstrated experience operating and maintaining solar projects such as the Projects; (ii) minimizing, to the extent possible, any obligation of the County on its guaranty of the Bonds; and (iii) providing economic value to the Authority. More complete solicitation criteria is attached as Exhibit C.

THE MEMBERSHIP INTERESTS IN TIOGA UNION HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), THE SECURITIES LAWS OF THE STATE OF NEW JERSEY OR ANY OTHER STATE OR JURISDICTION, IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION. ACQUISITION OF SUCH MEMBERSHIP INTERESTS INVOLVES A HIGH DEGREE OF RISK. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE MEMBERSHIP INTERESTS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE INFORMATION PROVIDED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

If have any questions, please direct them to Andrew Decamera, with a copy to Jerrold Binney, at the above email addresses. If you are interested in submitting a proposal, please do so as instructed above on or before January 15, 2014. Thank you.

Sincerely,

**EXHIBIT A**

**Description of Tioga Union is Attached**

**SUPPLEMENT TO ATTACHED INFORMATION**

**The information that follows was prepared by, or on behalf of, Tioga ABC, and is dated as of April 30, 2013.** Please be advised of the following developments:

1 – Tioga Union breached its obligation to make Lease Payments on May 1, 2013. Such breach has not been cured. Revenues generated by the Projects are principally proceeds from the sale of Solar Renewable Energy Certificates (“SREC”) and proceeds from the sale of electric energy to various governmental entities in the County. Revenues generated are required to be deposited with the Bond Trustee and credited against the Lease Payments. Due principally to the drop in SREC prices since the time the Bonds were issued, the Projects are not currently generating revenues sufficient to satisfy the Lease Payment obligations in full.

2 – SREC prices are variable and change from time to time. Recent prices are in the \$140 range.

ALL OF THE INFORMATION PROVIDED HEREIN HAS BEEN PROVIDED BY OR ON BEHALF OF TIOGA ABC. NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ARE MADE BY ANY PERSON AS TO THE COMPLETENESS OF THIS INFORMATION OR, IN THE CASE OF PROJECTIONS, ESTIMATES, FUTURE PLANS, OR FORWARD LOOKING ASSUMPTIONS OR STATEMENTS, AS TO THEIR ATTAINABILITY OR THE ACCURACY AND COMPLETENESS OF THE ASSUMPTIONS FROM WHICH THEY ARE DERIVED, AND IT IS EXPECTED THAT EACH PERSON SUBMITTING A PROPOSAL WILL PURSUE ITS OWN INDEPENDENT INVESTIGATION AND ANALYSIS. BY ACCEPTANCE OF THIS LETTER, EACH PERSON WHO SUBMITS A PROPOSAL RECOGNIZES AND ACCEPTS THE NEED TO CONDUCT ITS OWN INVESTIGATION AND DUE DILIGENCE.

EACH PERSON WHO INDICATES AN INTENTION TO SUBMIT A PROPOSAL WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, REPRESENTATIVES OF TIOGA ABC AND/OR THE UNION COUNTY IMPROVEMENT AUTHORITY TO OBTAIN ANY ADDITIONAL INFORMATION NECESSARY TO FORMULATE A PROPOSAL. IF YOU HAVE ANY QUESTIONS REGARDING THIS LETTER, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS, PLEASE WRITE OR CALL TIOGA ABC, AS PROVIDED IN THE LETTER TO WHICH THIS EXHIBIT IS ATTACHED.

**EXHIBIT B**

**Official Statement**

## EXHIBIT C

### ABC Solicitation Criteria

#### **I. General Qualifications**

- Demonstrate history of financial and operational management of solar projects.
- Demonstrate specific examples of successful solar projects.
- Demonstrate experience with financial and operational management of solar projects in New Jersey.
- Demonstrate familiarity with power purchase agreements or similar structural models.
- Demonstrate experience and/or familiarity in dealing with New Jersey governmental entities on solar projects; knowledge of New Jersey regulatory systems.

#### **II. Specific Proposals**

- Management team structure and approach; anticipated presence in New Jersey.
- Proposal and solution to UCIA debt service from a short-term and long-term perspective, including debt restructuring, if any.
- Proposal, if any, on the issue of tax advantages.
- Proposal, if any, for providing the Authority with any kind of security or guaranty; line of credit.
- Proposal for plan to operate and maintain the system (including monitoring and billing, administration) and breakdown of the annual cost thereto; specify if O&M will be “in house” or sub-contracted.
- Proposal, if any, for any capital improvements to the system and/or facilities.
- Demonstrate ability to commence immediately.
- Provide audited financials for 2011 and 2012, if any.
- Proposed form of O&M Agreement, if any.

**Tioga Union Solicitation – Names/Addresses**

1. Steve Creamer, Chairman  
Sustainable Power Group (S-Power)  
2749 E. Parley's Way, Suite 310  
Salt Lake City, UT 84109
  
2. Joe Kastner, Principal  
Radian Generation  
222 Columbus Avenue, #420  
San Francisco, CA 94133
  
3. James Mann, General Counsel  
Sunlight General Capital  
28 W. 44<sup>th</sup> Street, Suite 1011  
New York, NY 10036
  
4. Adje Mensah, CEO  
A.F. Mensah  
55 Witherspoon Street, #301  
Princeton, NJ 08542
  
5. Gabriel Phillips, CEO  
GP Renewables & Trading, LLC  
131 Varick Street, Suite 1006  
New York, NY 10013
  
6. Laura Stern, President  
Nautilus Solar Energy, LLC  
396 Springfield Avenue, 2<sup>nd</sup> Floor  
Summit, NJ 07901
  
7. Anand Rangarajan  
Cambridge Capital Corp.  
200 Madison Ave  
Convent Station, NJ 07960



Member Rountree introduced and moved the adoption of the following resolution and Member Tomko seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING AN EXECUTIVE SESSION**

**WHEREAS**, the Open Public Meetings Act (the "Act"), N.J.S.A. 10:4-12, permits public bodies such as the Union County Improvement Authority to conduct executive sessions to discuss certain matters;

**BE IT RESOLVED** that the Board of Commissioners of the Authority will go into Executive Session to discuss an employment issue; and *Litigation and negotiations; and*

**BE IT FURTHER RESOLVED** that the minutes of the Executive Session shall be made available in compliance with the Act as soon as the matters discussed can be disclosed.

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

**Recorded Vote**

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

**CERTIFICATION**

I, **JOHN SALERNO**, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING AN EXECUTIVE SESSION** is a true copy of a resolution adopted by the governing body of the Improvement Authority on April 2, 2014.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By: *[Signature]*  
John Salerno, Secretary

*Bryan Tomko, Acting*

Dated: April 2, 2014  
[SEAL]