
Resolution 2022-44

**RESOLUTION OF THE CARNEYS POINT TOWNSHIP
SEWERAGE AUTHORITY AUTHORIZING THE
ISSUANCE AND SALE OF ITS REVENUE BONDS, SERIES
2022, IN THE PRINCIPAL AMOUNT OF UP TO \$6,049,000;
DELEGATING TO CERTAIN AUTHORITY OFFICIALS
THE POWER TO MAKE CERTAIN DETERMINATIONS
AND TO AWARD AND SELL THE BONDS; APPROVING
CERTAIN TERMS AND PROVISIONS OF THE BONDS
AND THE PLEDGE OF REVENUES TO SECURE THE
PAYMENT OF THE BONDS; AND DETERMINING
CERTAIN MATTERS IN CONNECTION THEREWITH**

BACKGROUND

WHEREAS, The Carneys Point Township Sewerage Authority ("Authority") is a public body corporate and politic organized and existing pursuant to the Sewerage Authorities Law of New Jersey, constituting Chapter 138 of the Pamphlet Laws of 1946 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:14A-1 et seq.*) ("Act") and created by virtue of an ordinance of the governing body of the Township of Carneys Point, New Jersey ("Township") duly adopted on March 4, 1959; and

WHEREAS, the Authority is the owner and operator of sewerage facilities serving the residents of the Township ("System"); and

WHEREAS, the Authority is empowered to acquire, construct, maintain, operate and use projects related to its System and to issue bonds and notes of the Authority to finance and refinance such projects relating to said System; and

WHEREAS, the Authority determined to undertake a capital improvement project consisting of reconstruction and repairs to the System, all as more particularly described in the information prepared in connection therewith by the Authority's Consulting Engineer, on file and available for inspection in the offices of the Authority (collectively, the "Project"); and

WHEREAS, to finance the costs of the Project, the Authority has determined to issue its Revenue Bonds, Series 2022, in the principal amount of up to \$6,049,000 ("Bonds"); and

WHEREAS, the United States Department of Agriculture ("USDA"), in accordance with the Consolidated Farm and Rural Development Act (*7 U.S.C. 1921 et seq.*), has agreed to purchase the Bonds from the Authority in order to provide a cost effective means of completing essential projects in and for Township and the Authority; and

WHEREAS, it is necessary for the Authority to adopt this resolution to authorize and effectuate the issuance and sale the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Short Title. This resolution may hereafter be cited by the Authority, and is hereafter referred to, as the "2022 Bond Resolution".

Section 1.02 Definitions. As used, mentioned or referred to in this 2022 Bond Resolution, the following words, terms and phrases shall have the meanings ascribed thereto, unless the context shall clearly require otherwise.

"2022 Bond Resolution" means this 2022 Bond Resolution, as the same may from time to time be amended and supplemented.

"Amortized Value" when used with respect to Investment Obligations (as hereinafter defined) purchased at a premium above or a discount below par, shall mean the value at any given date obtained by dividing the total premium or discount at which such Investment Obligations were purchased by the number of interest payment dates remaining to maturity on such Investment Obligations after such purchase and by multiplying the amount so calculated by the number of interest payment dates having passed since the date of such purchase, and (i) in the case of Investment Obligations purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of Investment Obligations purchased at a discount, by adding the product thus obtained to the purchase price.

"Annual Charge" means the obligation of the Township to pay Annual Charges to the Authority pursuant to, and as defined in Article IV of the Service Agreement.

"Authorized Newspaper" means a newspaper of general circulation which is customarily published at least once in each calendar week in the County of Salem, New Jersey.

"Authority Officer" means the Chairman, the Vice Chairman, the Treasurer, the Secretary or the Business Manager of the Authority, and, when used with reference to an act or document, also means any other person authorized by supplemental resolution of the Authority to perform such act or sign such document.

"Bond" or **"Bonds"** means the Revenue Bonds, Series 2022, authorized pursuant to this 2022 Bond Resolution.

"Chairman" means the Chairman or Acting Chairman of the Authority.

"Construction Fund" means the Fund so designated and established by Section 3.02 of this 2022 Bond Resolution.

"Cost of Construction" means when used with reference to the Project or part thereof, the Authority's costs of physical construction in connection therewith, costs of completion by or for the Authority, of any lands, real or personal property, rights, rights-of-way, easements and franchises necessary or convenient therefor, and the Authority's costs incidental to such construction or acquisition, including legal, engineering and insurance costs, project report, survey and other preliminary expenses, financing costs (including costs of issuance of the Bonds), fees and expenses of the Fiduciary (as hereinafter defined), amounts required by this 2022 Bond Resolution to be paid from the proceeds of the Bonds to the Trustee to be held in the Debt Service Fund (as hereinafter defined), payments of interest during the period or estimated period of such construction or acquisition on Bonds issued in whole or in part to finance such construction or acquisition, payments of principal of or interest on any indebtedness of the Authority (other than the Bonds) incurred for such construction or acquisition, costs of equipment and supplies and the advance training of operating personnel, initial working capital required by the Authority for the commencement of operation of said Project or part thereof, and any other costs properly attributable to such construction or acquisition.

"Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys of recognized standing (who may be counsel or of counsel to the Authority) selected by the Authority.

"County" means the County of Salem, State of New Jersey.

"Debt Service Fund" means the Fund so designated and established by Section 3.02 of this 2022 Bond Resolution.

"Depository" means any bank organized under the laws of the State of New Jersey or organized under the laws of the United States of America and having its place of business in the State of New Jersey, selected by the Authority as a depository of any moneys or funds of the Authority.

"Event of Default" shall have the meaning ascribed to such term in Section 6.02 of this 2022 Bond Resolution.

"Fiduciary" means the Trustee or a Depository.

"Fiscal Year" means the period of twelve calendar months ending with December 31 of any year.

"Fund" or "Funds" means the funds established by Section 3.02 of this 2022 Bond Resolution.

"Investment Obligations" means and includes any of the following securities, if and to the extent the same are at the time legal for investment of the Authority's funds:

- (a) direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal of and interest by the United States of America, provided, that the full faith and credit of the United States of America must be pledged to any such direct obligation or guarantee ("Direct Obligations");
- (b) direct obligations and fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States; senior debt obligations of the Federal Home Loan Banks; debentures of the Federal Housing Administration; guaranteed mortgage-backed bonds and guaranteed pass-through obligations of the Government National Mortgage Association; guaranteed Title XI financing of the U.S. Maritime Administration; mortgage-backed securities and senior debt obligations of the Federal National Mortgage Association; participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation; and obligations of the Resolution Trust Corporation (collectively, "Agency Obligations");
- (c) direct obligations of any state of the United States of America or any subdivision or agency thereof whose unsecured general obligation debt is rated "A3" or better by Moody's Investors Service and "A-" or better by Standard & Poor's Ratings Services, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is rated "A3" or better by Moody's Investors Service and "A-" or better by Standard & Poor's Ratings Services;
- (d) commercial paper rated "Prime-1" by Moody's Investors Service and "A-1" or better by Standard & Poor's Ratings Services;

- (e) obligations rated "A3" or better by Moody's Investors Service and "A-" or better by Standard & Poor's Ratings Services;
- (f) deposits, federal funds or bankers acceptances of any domestic bank, including a branch office of a foreign bank which branch office is located in the United States, provided legal opinions are received to the effect that full and timely payments of such deposit or similar obligation is enforceable against the principal office or any branch of such bank, which:
 - 1. has an unsecured, uninsured and unguaranteed obligation rated "Prime-1" or "A3" or better by Moody's Investors Service and "A-1" or "A-" or better by Standard & Poor's Ratings Services, or
 - 2. is the lead bank of a parent bank holding company with an uninsured, unsecured and unguaranteed obligation meeting the rating requirements in (1) above;
- (g) deposits of any bank or savings and loan association which has combined capital, surplus and undivided profits of not less than \$3,000,000, provided such deposits are fully insured by the Bank Insurance Fund or the Savings Association Insurance Fund administered by the Federal Deposit Insurance Corporation or are collateralized by investments described in (a) or (b) above;
- (h) investments in a money-market fund rated "Am" or "Am-G" or better by Standard & Poor's Ratings Services including funds sponsored by any Fiduciary;
- (i) investment agreements with or unconditionally guaranteed by a bank or insurance company which has an unsecured, uninsured and unguaranteed obligation (or claims-paying ability) rated "A3" or better by Moody's Investors Service and "A-" or better by Standard & Poor's Ratings Services, or is the lead bank of a parent bank holding company with an uninsured, unsecured and unguaranteed obligation meeting such rating requirements, provided that:
 - a. interest is paid at least semi-annually at a fixed rate during the entire term of the agreement, consistent with bond payment dates, and
 - b. moneys invested thereunder may be withdrawn without any penalty, premium, or charge upon not more than one day's notice (provided such notice may be amended or cancelled at any time prior to the withdrawal date), and
 - c. the agreement is not subordinated to any other obligations of such insurance company or bank, and
 - d. the same guaranteed interest rate will be paid on any future deposits made to restore the reserve to its required amount, and
 - e. the Fiduciary receives an opinion of counsel that such agreement is an enforceable obligation of such insurance company or bank; or

(j) the New Jersey Cash Management Fund.

"Officer's Certificate" means a certificate signed by an Authority Officer.

"Outstanding" means, when used with reference to the Bonds and as of any particular date, all Bonds theretofore and thereupon being authenticated and delivered except (a) any Bonds cancelled by the Trustee, or proven to the satisfaction of the Trustee to have been cancelled by the Authority, at or before said date, (b) any Bonds in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to this 2022 Bond Resolution, and (c) Bonds deemed to have been paid pursuant to Section 9.06 hereof.

"Revenues" means: (i) the proceeds of any sewer revenue bonds issued by the Authority in connection with the Project, in anticipation of which the Bonds are issued; (ii) all other monies held under this 2022 Bond Resolution; and (iii) any other funds derived from the operation of the Authority's System, that remain following payment, when due, of all Authority operating expenses.

"Secretary" means the Secretary or an Acting Secretary of the Authority.

"Service Agreement" means the agreement by and between the Township and the Authority dated May 31, 1961.

"Township" means the Township of Carneys Point, County of Salem, New Jersey

"Trustee" means The Bank of New York Mellon, New York, New York.

"USDA" means the United States Department of Agriculture.

Section 1.03 Captions and Index. Any captions, titles or headings preceding the text of any Article or Section herein and any table of contents or index attached to this 2022 Bond Resolution or any copy thereof are solely for convenience of reference and shall not constitute part of this 2022 Bond Resolution or affect its meaning, construction or effect.

Section 1.04 Interpretations. As the context shall clearly require, words importing persons include persons, firms, associations (whether incorporated or not incorporated), corporations and other organizations of persons. Words importing the singular number include the plural number and vice versa, and words importing the masculine include the feminine.

ARTICLE II

AUTHORIZATION, ISSUANCE AND SALE OF THE BONDS

Section 2.01 Authority for the 2022 Bond Resolution. This 2022 Bond Resolution is adopted pursuant to the provisions of the Act. The Authority has ascertained and hereby determines that adoption of this 2022 Bond Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Authority in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Authority herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Authority.

Section 2.02 Determination to Construct Project and as to Other Matters. The Authority ascertained and did heretofore determine that the Project was necessary and plans to complete the project in September of 2022. The total Cost of Construction of the Project is estimated to be \$6,049,000. It is hereby further determined that the provisions or reserves herein provided to be made or established by application of proceeds of the Bonds for working capital or costs in connection with the issuance of the Bonds or operating, maintenance or replacement expenses or for payment or security of principal of or interest on the Bonds after construction of the Project constitute and shall be part of such Cost of Construction.

Section 2.03 Authorization of Bonds. This 2022 Bond Resolution creates a series of Bonds of the Authority to be designated as "Revenue Bonds, Series 2022". The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under this 2022 Bond Resolution is limited to \$6,049,000.

Section 2.04 General Provisions for Issuance of Bonds. All (but not less than all) of the Bonds shall be executed by the Authority for issuance under this 2022 Bond Resolution and delivered to the Trustee and thereupon shall be authenticated and delivered by the Trustee to the Authority or upon its order, but only upon the receipt by the Trustee of:

1. A written order as to the delivery of such Bonds, signed by an Authority Officer;
2. A copy of this 2022 Bond Resolution authorizing such Bonds, certified by an Authority Officer;
3. A Counsel's Opinion (which shall be addressed to the Authority and the Trustee) to the effect that: (i) the Authority has the right and power under the Act to adopt this 2022 Bond Resolution and this 2022 Bond Resolution has been duly and lawfully adopted by the Authority, is in full force and effect and is valid and binding upon the Authority in accordance with its terms, and no other authorization for this 2022 Bond Resolution is required; (ii) this 2022 Bond Resolution creates the valid pledge which it purports to create of the moneys, securities and funds held or set aside under this 2022 Bond Resolution; and (iii) the Bonds are legal, valid and binding obligations of the Authority as provided in this 2022 Bond Resolution, in accordance with their terms and the terms of this 2022 Bond Resolution and of the Act, as amended to the date of such Counsel's Opinion, and such Bonds have been duly and validly authorized and issued in accordance with law, including the Act, as amended to the date of such Counsel's Opinion, and in accordance with this 2022 Bond Resolution; provided, that such Counsel's Opinion may take exception for limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles relating to creditors' rights generally and state that no Counsel's Opinion is being rendered as to the availability of any particular remedy;
4. The amounts specified in this 2022 Bond Resolution authorizing the Bonds to be deposited in any Fund under this 2022 Bond Resolution;
5. Such further documents, moneys and securities as the Trustee shall reasonably require for delivery of the Bonds.

Section 2.05 The Bonds.

1. The Bonds are dated their date of issuance, mature on February 1 in each of the years and in the respective principal amounts set opposite each such year and bearing interest at the rates per annum listed in Exhibit "A", attached hereto and made a part hereof, payable semi-annually on February 1 and August 1, commencing August 1, in each year until maturity. The principal of the Bonds shall be paid on their respective maturity dates in the amounts and in the years set forth in Exhibit "A" upon presentation and surrender of the Bonds at the principal corporate trust office of the Trustee located in Woodland Park, New Jersey.

2. The Bonds shall not be subject to redemption prior to maturity.

3. The proceeds, including accrued interest, if any, of the Bonds shall be applied simultaneously with the delivery of the Bonds as follows:

(a) there shall be deposited in the Debt Service Fund: (i) an amount equal to the accrued interest on the Bonds, if any, to the date of such delivery; and (ii) such additional amount as shall be determined by the Authority; and

(b) the balance of the proceeds shall be deposited into the Construction Fund to pay the Costs of Construction of the Project.

4. The Bonds shall be in bearer or registered form in the denomination of \$100,000 or any integral multiple thereof in excess of \$100,000, except for an odd denomination as necessary.

Section 2.06 Sale of the Bonds. The sale of the Bonds is to the USDA on the terms listed in Exhibit "A" is hereby authorized. The Business Manager of the Authority, following consultation with the Chairman and/or Treasurer is hereby designated to be an Authority Officer, charged by this 2022 Bond Resolution with the responsibility for: (i) issuing and selling the Bonds; (ii) determining the time of sale of the Bonds; and (iii) determining such other terms and conditions as may be necessary or related to the sale of the Bonds, and is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this 2022 Bond Resolution and the issuance and sale of the Bonds.

Section 2.07 Execution of Bonds. Each Bond shall be executed in the name and on behalf of the Authority by the facsimile or manual signature of its Chairman or Vice Chairman and the corporate seal of the Authority shall be thereunto affixed, imprinted or otherwise reproduced and attested by the facsimile or manual signature of its Secretary. Any Bond may be signed, sealed or attested on behalf of the Authority by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not have held such office. Further, if any person who shall have signed or sealed any Bond shall have ceased to be an Authority Officer before the Bond so signed and sealed shall have been authenticated and delivered by the Trustee, such Bond may, nevertheless be authenticated and delivered as herein provided, and may be issued as if the persons who signed and sealed such Bond had not ceased to hold such offices.

Section 2.08 Authentication of Bonds. Each Bond shall bear thereon a certificate of authentication, substantially in the following form and manually executed by or on behalf of the Trustee.

"CERTIFICATE OF AUTHENTICATION

The Bond is one of the issue of Bonds described in the within-mentioned Resolution such Bond being designated as "The Carneys Point Township Sewerage Authority, Revenue Bonds, Series 2022". Accompanying this Bond is the complete text of the opinion of Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel, a signed original of which is on file with the undersigned and delivered and dated the date of original delivery of and payment for this Bond.

The Bank of New York Mellon, as Trustee

By: _____
Authorized Officer

Only such Bonds as shall bear thereon such certificate of authentication, duly executed, shall be entitled to any security, right or benefit under this 2022 Bond Resolution. No Bond shall be valid or obligatory for any purpose unless such certificate of authentication upon such Bond shall have been duly executed by or on behalf of the Trustee. Such certificate of authentication by the Trustee upon any Bond executed as herein provided on behalf of the Authority shall be conclusive and the only evidence that the Bond so authenticated has been duly authenticated and delivered under this 2022 Bond Resolution and that the SCP thereof is entitled to the benefit of this 2022 Bond Resolution.

Section 2.09 Ownership of Bonds. The Authority and any Fiduciary may treat and consider the USDA as the holder and absolute owner thereof, whether or not such Bond shall have matured, for the purpose of receiving payment of the principal thereof and for all other purposes and neither the Authority nor any Fiduciary shall be affected by any notice to the contrary. All payments made as provided in this Section 2.09 shall be valid and effectual to satisfy and discharge the liability upon the several Bonds to the extent of the sum or sums so paid.

Section 2.10 Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Authority shall, upon the written request of the USDA, execute, and thereupon the Trustee shall authenticate and deliver, a new Bond, with a new replacement number, not similar to that of any Outstanding Bond of like designation, maturity, interest rate and principal amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost. Such replacement or exchange shall only be made upon filing with the Trustee evidence satisfactory to the Authority and the Trustee that such Bond, if any, has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Authority and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Authority or the Trustee may prescribe and paying such expenses as the Authority and Trustee may incur in connection therewith. All such Bonds so surrendered to the Trustee shall be cancelled by it and destroyed.

ARTICLE III

SECURITY FOR BONDS; APPLICATION OF PROCEEDS AND CREATION OF FUNDS

Section 3.01 Pledge Effected by This 2022 Bond Resolution.

1. The Bonds are secured as to the payment of the principal thereof and interest thereon in accordance with their provisions and the provisions of this 2022 Bond Resolution by: (i) the proceeds from the sale of the Bonds; (ii) moneys on deposit in all Funds established by this 2022 Bond Resolution including the investments, if any, thereof; and (iii) the Revenues. In the event that such proceeds of sale of the Bonds, Revenues and other moneys and securities are not available or are insufficient, the Bonds are also secured as to payment of the principal thereof and interest thereon by the Annual Charges in accordance with the provisions of the Service Agreement pursuant to which the Township is required to provide the amounts necessary to pay or provide for the expenses of operation and maintenance of the System, including insurance, renewals, replacements, extensions, enlargements, alterations and betterments and the principal of and interest on any and all bonds, notes or other evidences of indebtedness issued by the Authority as the same become due. The Authority has no power to levy or collect taxes.

2. Such proceeds from the sale of the Bonds, other moneys and securities and the Annual Charges hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice thereof.

3. Nothing contained in this 2022 Bond Resolution shall be construed to prevent the Authority from acquiring, constructing or financing through the issuance of its bonds, notes or other evidences of indebtedness any facilities which do not constitute a part of the Project for the purposes of this 2022 Bond Resolution or from securing such bonds, notes or other evidences of indebtedness by a pledge of, or other security interest in, the revenues therefrom or any lease or other agreement with respect thereto or any revenues derived from such lease or other agreement.

4. The Authority expressly reserves the right to adopt one or more resolutions separate and apart from this 2022 Bond Resolution and reserves the right to issue bonds or other obligations of the Authority under such resolutions for any of its authorized purposes, including the financing of the cost of any project, facility or undertaking permitted by the Act.

5. The Township shall, to the extent it makes any payment(s) pursuant to the terms of the Service Agreement, which payment(s) is to be applied to the payment of principal of and/or interest on the Bonds, become subrogated to the rights of the USDA.

6. The Authority hereby acknowledges and agrees that the Township is a third party beneficiary of this 2022 Bond Resolution. To the extent the Township makes any payment(s) pursuant to the terms of the Service Agreement, which payment(s) is to be applied to the payment of principal of and/or interest on the Bonds, the Township shall become entitled to and have the right to exercise the rights and privileges of the USDA under this 2022 Bond Resolution.

Section 3.02 Establishment of Funds and Accounts. The following Funds are hereby established:

- (1) the Construction Fund to be held by the Trustee, and
- (2) the Debt Service Fund to be held by the Trustee.

Section 3.03 Construction Fund.

1. There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this 2022 Bond Resolution and the Authority's Receipt for the Purchase Price of the Bonds and Application of Proceeds executed upon closing of the Bonds by the Business Manager of the Authority pursuant to Section 2.06 hereof. In addition, there shall be deposited into the Construction Fund any other amounts received by the Authority to pay the Cost of Construction of the Project. Amounts in the Construction Fund, including the investment earnings thereon, shall be applied to the Cost of Construction of the Project, in the manner provided in this Section 3.03.

2. The proceeds of insurance maintained pursuant to this 2022 Bond Resolution against physical loss of or damage to the Project shall be paid into the Construction Fund.

3. Notwithstanding any of the other provisions of this Section 3.03, to the extent that other moneys are not available therefor, amounts in the Construction Fund shall be applied to the payment of principal of and interest on the Bonds when due.

Section 3.04 Debt Service Fund. There shall be paid into the Debt Service Fund: (i) the amounts required to be so paid by the provisions of this 2022 Bond Resolution and the Authority's Receipt for the Purchase Price of the Bonds and Application of Proceeds executed upon closing of the Bonds by the Business Manager of the Authority pursuant to Section 2.06 hereof; and (ii) sufficient moneys in the amounts and in the manner necessary to satisfy the requirements of Section 4.02 hereof. The Trustee shall pay out of the Debt Service Fund to the USDA the amount required for the principal of and interest payable on the Bonds on the due date.

Section 3.05 Depositories.

1. All moneys held by the Trustee or the Authority under the provisions of this 2022 Bond Resolution shall constitute trust funds and the Trustee or the Authority may deposit such moneys with one or more Depositories in trust for the Trustee or the Authority. All moneys deposited under the provisions of this 2022 Bond Resolution with the Trustee or any Depository shall be held in trust and applied only in accordance with the provisions of this 2022 Bond Resolution, and each of the Funds established by this 2022 Bond Resolution shall be a trust fund for the purposes thereof.

2. Each Depository shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of this 2022 Bond Resolution.

Section 3.06 Deposits.

1. All moneys held by any Depository may be deposited by such Depository in its commercial banking department on demand or, if and to the extent directed by the Authority and

acceptable to such Depository, on time deposit, provided that such moneys on deposit be available for use at the time when needed. Such Depository shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as is required by law.

2. All moneys held under this 2022 Bond Resolution by the Trustee or any Depository shall be (a) either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described in clause (a), of the definition of "Investment Obligations" in Section 1.02 having a market value (exclusive of accrued interest) not less than the amount of such moneys, and (b) held in such other manner as may then be required by applicable federal or state laws and regulations and applicable state laws and regulations of the state in which the Trustee or such Depository (as the case may be) is located, regarding security for, or granting a preference in the case of, the deposit of trust funds in order that the Trustee has a first priority, perfected security interest in such securities; provided, however, that it shall not be necessary for the Fiduciary to give security under this subsection 2 for the deposit of any moneys with them held in trust and set aside by them for the payment of the principal of or interest on any Bonds, or for the Trustee or any Depository to give security for any moneys which shall be represented by obligations or certificates of deposit purchased as an investment of such moneys.

3. All moneys deposited with the Trustee and each Depository shall be credited to the particular Fund to which such moneys belong.

Section 3.07 Investment of Certain Funds.

1. Moneys held in the Debt Service Fund shall be invested and reinvested by the Trustee to the fullest extent practicable in Investment Obligations which mature no later than one (1) business day prior to such time as shall be necessary to provide moneys when needed for payments to be made from such Fund. Moneys held in the Construction Fund may be invested and reinvested in Investment Obligations which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund. The Trustee shall make all such investments of moneys held by it in accordance with written instructions received from any Authority Officer. The Trustee may conclusively rely upon the Authority's written instructions as to both the suitability and legality of the directed investments. Ratings of permitted investments shall be determined at the time of purchase of such permitted investments and without regard to ratings subcategories. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including investment maintenance fees. In the absence of investment instructions from the Authority, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested in permitted investments.

2. Although the Authority recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Authority hereby agrees that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 3.08 Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any Fund created under the provisions of this 2022 Bond Resolution shall

be deemed at all times to be a part of such Fund and any profit realized from the liquidation of such investment shall be credited to such Fund, and any loss resulting from the liquidation of such investment shall be charged to the respective Fund.

In computing the amount in any Fund created under the provisions of this 2022 Bond Resolution for any purpose provided in this 2022 Bond Resolution, obligations purchased as an investment of moneys therein shall be valued upon the maturity of the Bonds at the Amortized Value of such obligations or the market value thereof, whichever is lower, exclusive of accrued interest.

ARTICLE IV

COVENANTS OF THE AUTHORITY

Section 4.01 Effect of Covenants. The Authority hereby particularly covenants and agrees with the Trustee and with the USDA and makes provisions which shall be a part of the contract with the USDA, to the effect and with the purpose set forth in the following Sections of this Article IV. The provisions of this Article IV shall be effective from and after the time of the delivery by the Trustee of the Bonds authenticated and delivered under this 2022 Bond Resolution.

Section 4.02 Payment of Bonds. The Authority shall duly and punctually pay or cause to be paid the principal of the Bonds and the interest thereon, at the date and place and in the manner mentioned in the Bonds according to the true intent and meaning thereof.

Section 4.03 Extension of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds, and in the case that maturity of any of the Bonds or the time for payment of any such claims for interest shall be so extended, such Bonds or claims for interest shall not be entitled in case of any default under this 2022 Bond Resolution to the benefit of this 2022 Bond Resolution or to any payment out of any assets of the Authority or the moneys (except moneys held in trust for the payment of those particular Bonds or claims for interest pursuant to this 2022 Bond Resolution) held by any Fiduciary, except subject to the prior payment of the principal of all Outstanding Bonds, the maturity of which has occurred and has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest.

Section 4.04 Further Assurances. At any and all times the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolution, act, deed, conveyance, assignment, transfer and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming of all and any singular rights, Revenues and other moneys, securities and funds hereby pledged or assigned or intended so to be, or which the Authority may hereafter become bound to pledge or assign, or as may be reasonable and required to carry out the purposes of this 2022 Bond Resolution and comply with the Act. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other funds pledged hereunder and all the rights of the USDA hereunder against all claims and demands of all persons whomsoever.

Section 4.05 Powers as to Bonds and as to Pledge. The Authority is and will be duly authorized under the Act and all applicable laws to create and issue the Bonds and to adopt this

2022 Bond Resolution and to pledge the Revenues and other moneys, securities and funds purported to be pledged by this 2022 Bond Resolution in the manner and to the extent provided in this 2022 Bond Resolution. The Revenues and other moneys, securities and funds so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto, prior to, or of equal rank with, the pledge created by this 2022 Bond Resolution, and all corporate action on the part of the Authority to that end has been duly and validly taken. The Bonds and the provisions of this 2022 Bond Resolution are and will be the valid and legally enforceable obligations of the Authority in accordance with their terms and the terms of this 2022 Bond Resolution.

Section 4.06 Powers as to Project. The Authority has, and will have so long as any Bonds remain Outstanding, good right and lawful authority to complete the Project subject, however, to the provisions of the Act.

Section 4.07 Indebtedness and Liens. The Authority shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds, secured by any pledge of or other lien or charge on the Revenues or other moneys, securities or funds paid or to be paid to or held or to be held by the Authority or any Fiduciary under this 2022 Bond Resolution, and shall not create or cause to be created any lien or charge on the Revenues or such moneys, securities or other funds other than the lien and pledge created by this 2022 Bond Resolution without the prior written consent of the USDA; provided, however, that nothing in this 2022 Bond Resolution shall prevent the Authority from issuing evidences of indebtedness which (a) are held by the USDA, the State of New Jersey (acting by and through the New Jersey Department of Environmental Protection), the federal government (or any agencies or component units thereof) and/or the New Jersey Infrastructure Bank (formerly the New Jersey Environmental Infrastructure Trust), and (b) are secured by a pledge of the revenues which is subordinate to the lien created hereunder. Nothing contained herein shall be construed to prevent the Authority from creating or causing to be created subordinated liens to the Bonds.

Section 4.08 Insurance and Reconstruction. The Authority shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to projects of like character as the Project against loss of or damage to the Project and against public and other liability to the extent reasonably necessary to protect the interests of the Authority and the USDA. If any useful part of the Project shall be damaged or destroyed, the Authority shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be paid to the Trustee and (except for proceeds of use and occupancy insurance) shall be held in the Construction Fund and applied to the necessary costs involved in such repair and replacement and, to the extent not so applied shall (together with proceeds of any such use and occupancy insurance) be deposited by the Authority as Revenues. The policies or evidences of insurance described in this Section 4.08 shall be held by the Authority.

Section 4.09 Conditions Precedent. Upon the date of issuance of any of the Bonds, all conditions, acts and things required by the constitution or statutes of the State or by the Act or the Bond, or this 2022 Bond Resolution to exist, to have happened or to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed, and such Bonds, together with all other indebtedness of the Authority, shall be within every debt and other limit prescribed by said constitution or statutes.

Section 4.10 General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of the Act or this 2022 Bond Resolution in accordance with the terms of such provisions.

ARTICLE V

AMENDMENTS

Section 5.01 Publication of Notices. Any provision in this Article V relative to publication of a notice or other matter shall be fully complied with if it is published only in an Authorized Newspaper.

Section 5.02 Directions as to Publications. Whenever in this 2022 Bond Resolution publications in successive weeks are referred to, such successive weeks shall each be deemed to begin with Sunday and such publications shall be sufficient if made on any day or days of such successive weeks. Whenever in this 2022 Bond Resolution publications in an Authorized Newspaper on successive dates are referred to or implied, such publications need not all be made in the same Authorized Newspaper and shall be sufficient if made on such successive dates in any Authorized Newspaper published in the same municipality.

Section 5.03 Powers of Amendment. Subject to the provisions of Section 5.06, any modification or amendment of this 2022 Bond Resolution and of the rights and obligations of the Authority and of the USDA, in any particular, may be made by a supplemental resolution with the written consent of the USDA. Any amendments that adversely affect the rights, protections, privileges and immunities of the Trustee shall not be entered into without the written consent of the Trustee.

Section 5.04 Exclusion of Bonds. Bonds owned or held by or for the account of the Authority shall be excluded and shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article V, and the Authority shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article V. At the time of any consent or other action taken under this Article V, the Authority shall furnish the Trustee with a certificate of an Authority Officer, upon which the Trustee may rely, describing all Bonds to be so excluded.

Section 5.05 Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as provided in this Article V may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and in that case upon demand of the USDA at such effective date and presentation of such Bond for that purpose at the principal corporate trust office of the Trustee suitable notation shall be made on such Bond by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Authority to conform to such action shall be prepared, authenticated and delivered, and upon demand of the USDA shall be exchanged, without cost to the USDA, for Bonds of the same designation, maturity and interest rate then Outstanding, upon surrender of such Bonds.

Section 5.06 Amendments Prior to Issuance. Notwithstanding anything in this 2022 Bond Resolution to the contrary, this 2022 Bond Resolution may, prior to the issuance of the Bonds, be amended by certification executed by the Business Manager of the Authority, provided, however, such amendment authorized under this Section 5.06 may not increase the principal amount of Bonds authorized to be issued or alter the security or sources of payment therefor. To become effective, said amendment shall be accompanied by an opinion of Bond Counsel (which shall be addressed to the Authority, the Trustee and the Township) to the effect that such amendment complies with the requirements of this Section 5.06 of the 2022 Bond Resolution and filed with the Trustee.

ARTICLE VI

REMEDIES ON DEFAULT

Section 6.01 Power of Trustee. The Authority hereby determines that there shall be, and there hereby are, vested in the Trustee, in addition to all its property, rights, powers and duties mentioned or referred to in any other provision of this 2022 Bond Resolution, the rights, powers and duties in this Article VI provided in trust for the USDA.

Section 6.02 Events of Default. Each of the following shall constitute an event of default under this 2022 Bond Resolution and is hereby called an "Event of Default", that is to say, in case:

1. interest on the Bonds shall become due and shall not be paid, or the principal of the Bonds shall become due at maturity and shall not be paid on said date; or
2. subject to the provisions of this Section 6.02, a default shall be made in the observance or performance of any covenant, contract or other provision contained in the Bonds or this 2022 Bond Resolution and such default shall continue for a period of ninety (90) days after written notice to the Authority from the USDA or from the Trustee specifying such default and requiring the same to be remedied; or
3. if judgment for the payment of money shall be rendered against the Authority as the result of the construction, improvement, ownership, control or operation of the Project, and any such judgment shall not be discharged within ninety (90) days after the entry thereof, or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof; and/or
4. if there shall occur the dissolution or liquidation of the Authority or the filing by the Authority of a voluntary petition in bankruptcy, or the Authority by the Authority of any act of bankruptcy, or adjudication of the Authority as a bankruptcy, or assignment by the Authority for the benefit of its creditors, or the entry by the Authority into an agreement of compromise with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Authority in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

Section 6.03 Enforcement by Trustee. Upon the happening and continuance of an Event of Default described in any of the clauses of Section 6.02 hereof, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the USDA shall proceed, subject to the provisions of Section 6.02, to protect and enforce its rights and the rights of the USDA and, to the full extent that the USDA itself might do, the rights of the USDA under the laws of the State or under this 2022 Bond Resolution by such suits, actions or proceedings in equity or at law, either for the specific performance of any covenant or contract contained herein or in aid or execution of any power herein granted or for any proper legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce the rights aforesaid.

Section 6.04 Representation of USDA by Trustee. The Trustee is hereby irrevocably appointed (and the USDA, by accepting and holding the same, shall be conclusively deemed to have so appointed the Trustee and to have mutually covenanted and agreed, each with the other, not to revoke such appointment) the true and lawful attorney-in-fact of the USDA with power and authority, at any time in its discretion:

1. Pursuant to this 2022 Bond Resolution or the Act or any law, after the happening of an Event of Default, (a) by action in lieu of mandamus or other prerogative writ or by other suit, action or proceeding in equity or at law, to enforce all rights of the USDA including the right to require the Authority and the members and officers thereof to prescribe and calculate rates for and collect Service Charges adequate to carry out and fulfill any covenant or agreement herein with respect to the same and to require the Authority and such members and officers to carry out and fulfill any other covenant or agreement with the USDA and to perform its and their duties under this 2022 Bond Resolution and the Act, (b) to bring suit upon the Bonds, (c) by action or suit in equity, to require the Authority to account as if it were a trustee of an express trust for the USDA, or (d) by action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the USDA; and

2. To make and file in any proceeding in bankruptcy or judicial proceeding for the reorganization or liquidation of the affairs of the Authority in the name of the USDA, any proof of debt, amendment of proof of debt, petition or other document, to receive payment of any sums becoming distributable to the USDA, and to execute any other papers and documents and do, and perform any and all such acts and things as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the USDA against the Authority allowed in any bankruptcy or other proceeding.

Section 6.05 Limitation on Powers of Trustee. Nothing contained in this 2022 Bond Resolution shall be deemed to give power to the Trustee either as such or as attorney-in-fact of the USDA to vote the claims of the USDA in any bankruptcy proceeding or to accept or consent to any plan of reorganization, readjustment, arrangement or compromise or other like plan, or by other action of any character to waive or change any right of the USDA or to give consent on behalf of the USDA to any modification or amendment of this 2022 Bond Resolution requiring such consent or to any resolution requiring such consent pursuant to the provisions herein.

Section 6.06 Action by Trustee.

1. All rights of action under this 2022 Bond Resolution or upon any of the Bonds enforceable by the Trustee, may be enforced by the Trustee without the possession of any of the

Bonds or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee may be brought in its name for the benefit of the USDA subject to the provisions of this 2022 Bond Resolution.

2. In the enforcement of any rights under this 2022 Bond Resolution, the Trustee shall be entitled to sue for, enforce payment of and to receive any and all amounts then or during any default becoming, and at any time remaining, due for principal, interest or otherwise under any of the provisions of the Act or this 2022 Bond Resolution or of the Bonds and unpaid, with interest on overdue payments, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the USDA, and to recover and enforce judgment or decree against the Authority for any portion of such amounts remaining unpaid, with interest, costs and expenses as aforesaid, and to collect in any manner provided by law, the moneys adjudged or decreed to be payable.

3. In any action, suit or other proceeding by the Trustee, the fees, counsel fees and expenses of the Trustee shall constitute taxable costs and disbursements, and all costs and disbursements, allowed by the court, shall be a first charge on the Revenues.

Section 6.07 Accounting and Examination of Records after Default. The Authority covenants with the Trustee that, if an Event of Default shall have happened and shall not have been remedied, (a) the books of record and account of the Authority and all records, relating to the Project shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys, and (b) the Authority, whenever the Trustee shall demand, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under this 2022 Bond Resolution for such period as shall be stated in such demand.

Section 6.08 Restriction on USDA's Action.

1. The USDA shall not have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this 2022 Bond Resolution or for the execution of any trust hereunder or for any other remedy hereunder, unless: (i) (a) it has given to the Authority and the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted, (b) after the occurrence of such Event of Default, written request shall have been made of the Trustee to institute such suit, action or proceeding by the USDA, and (c) the Trustee shall have refused or neglected to comply with such request within a reasonable time; or (ii) it previously shall have obtained the written consent of the Trustee to the institution of such suit, action or proceeding.

2. The USDA shall not have any right in any manner whatever by its action to affect, disturb or prejudice the pledge of Revenues or of any other moneys, funds or securities hereunder, or, except in the manner and on the conditions provided in this Section 6.08, to enforce any right or duty hereunder.

Section 6.09 Application of Moneys after Default.

1. The Authority covenants that if an Event of Default shall happen and shall not have been remedied, the Authority, upon demand of the Trustee, shall pay over to the Trustee: (i) forthwith, all moneys, securities and funds then held by the Authority in any Fund under this 2022

Bond Resolution, and (ii) as promptly as practicable after receipt thereof, all Revenues sufficient to pay the obligations set forth in this Section 6.09.

2. During the continuance of the Event of Default, the Trustee shall apply such moneys, securities, funds and Revenues and the income therefrom as follows and in the following order:

(i) to the payment of the reasonable and proper charges, expenses and liabilities of the Trustee;

(ii) to the payment of the interest and principal then due on the Bonds, as follows:

(a) unless the principal of all of the Bonds shall have become or have been declared due and payable,

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity and, if the amount available shall not be sufficient to pay in full all the Bonds due on their due date, then to the payment thereof ratably, according to the amounts of principal due on such date, to the persons entitled thereto, without any discrimination or preference;

(b) if the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal; and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installments of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference.

3. If and whenever all overdue installments of interest on all Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the Authority under this 2022 Bond Resolution, including the principal of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, shall either be paid by or for the account of the Authority, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this 2022 Bond Resolution or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Authority all moneys, securities, Funds and Revenues then remaining unexpended in the hands of the Trustee (except moneys, securities, Funds or Revenues, to be deposited or pledged, with the Trustee), and thereupon the Authority and the Trustee shall be restored, respectively, to their former positions and rights under this 2022 Bond Resolution, and all Revenues shall thereafter be applied as provided in Article III. No such payment over to the Authority by the Trustee or resumption of the application of Revenues as

provided in Article III shall extend to or affect any subsequent default under this 2022 Bond Resolution or impair any right consequent thereon.

4. To the extent the Township makes any payment(s) pursuant to the terms of the Service Agreement, which payment(s) is to be applied to the payment of principal of and/or interest on the Bonds, all moneys which are received by the Trustee pursuant to the remedies provided under Article VI of this 2022 Bond Resolution shall be deposited in the Debt Service Fund (after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and after payment of the fees, expenses, liabilities and advances which have been incurred or made by the Trustee, including legal fees), and all moneys which are on deposit in the various funds established under this 2022 Bond Resolution shall be applied, first, to reimburse the Township for all payments made by it, of the principal of and interest on the Bonds pursuant to its obligations hereunder.

Section 6.10 Remedies Not Exclusive. No remedy by the terms of this 2022 Bond Resolution conferred upon or reserved to the Trustee (or to the USDA) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute, except as provided in subsection 1 of Section 6.04 and in Section 6.08 hereof.

Section 6.11 Control of Proceedings. In the case of an Event of Default described in Section 6.02 hereof, the USDA shall have the right, subject to the provisions of Section 6.08 hereof, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee; provided, however, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability.

Section 6.12 Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or of the USDA to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein, and every right, power and remedy given by this 2022 Bond Resolution to them or any of them may be exercised from time to time and as often as may be deemed expedient by the Trustee or, in an appropriate case, by the USDA. In case the Trustee shall have proceeded to enforce any right under this 2022 Bond Resolution, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority and the Trustee shall be restored to their former positions and rights hereunder with respect to all rights, remedies and powers of the Trustee, which shall continue as if no such proceedings had been taken.

Section 6.13 Right to Enforce Payment of Bonds Unimpaired. Nothing contained in this Article VI shall affect or impair the right of the USDA to enforce the payment of the principal of and interest on the Bonds, or the obligation of the Authority to pay the principal of and interest on each Bond to the USDA at the time and place expressed in said Bond.

ARTICLE VII

THE FIDUCIARIES

Section 7.01 Acceptance of Trust. The Trustee accepts and shall administer and execute the trusts hereby created, but only upon the additional terms set forth in this Article VII, to all of which the parties hereto and the USDA agree.

Section 7.02 Representations Not Made by Trustee. The recitals, statements and representations contained in this 2022 Bond Resolution with respect to the Bonds, except for the Trustee's authorization and delivery thereof, are made by the Authority and not by the Trustee, and the Trustee shall not be responsible for the correctness thereof.

Section 7.03 Certain Rights of the Trustee. The Trustee may execute any of the trusts or powers created hereby and perform the duties required by it, by or through agents and attorneys, and shall be entitled to rely on advice of counsel concerning its duties hereunder, and shall not be answerable for the default or misconduct of any such counsel or agent selected by it with reasonable care.

The Trustee may construe any provision of this 2022 Bond Resolution that may be ambiguous or inconsistent with any other provision hereof, and any such construction made in good faith shall be binding upon others.

Notwithstanding anything contained herein to the contrary, the Trustee agrees to perform the trusts and duties provided for hereunder only upon and subject to the following expressed terms and conditions:

(1) The Trustee shall not be accountable for the use or application by the Authority of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this 2022 Bond Resolution or for the use and application of money received by any paying agent.

(2) The Trustee shall not be answerable for other than its negligence or willful misconduct in connection with the performance of its duties hereunder.

(3) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. Under no circumstances does the Trustee assume any responsibility or liability for the issuance of the Bonds as obligations the interest on which is excludable from gross income for purposes of Federal income taxation or for the maintenance of such tax-exempt status subsequent to the date of issuance of the Bonds.

(4) None of the provisions of this 2022 Bond Resolution shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(5) The Trustee shall have the right to accept and act upon instructions or directions pursuant to this 2022 Bond Resolution sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling, provided that such understanding is reasonable in light of the instructions given. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reasonable reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties

Section 7.04 Compensation for Services. The Authority shall pay to the Trustee reasonable compensation for all services rendered by it hereunder, which may be as set forth in a separate agreement or letter of agreement between the Authority and the Trustee, and also all of its reasonable expenses and charges and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts and the performance of its powers and duties hereunder.

Section 7.05 Indemnification. To the extent permitted by State law, the Authority shall indemnify and save the Trustee harmless against any losses, liabilities or expenses; including, without limitation, reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim that it may incur in the performance of its powers and duties hereunder and not due to its negligence or willful misconduct; provided, however, that this agreement to indemnify the Trustee shall not constitute a waiver or forgiveness of any rights of action the Authority may have against any other party arising out of any acts of any such party that shall have required such indemnification to have been given or made. The Authority shall reimburse the Trustee for all advances made by the Trustee in accordance with any of the provisions of this 2022 Bond Resolution.

Section 7.06 Certain Exculpatory Provisions. The Trustee shall be under no duty or obligation to:

(a) indemnify the Authority against losses suffered from any authorized investment of any of the moneys on deposit with it under this 2022 Bond Resolution, it being responsible only for the safekeeping of such moneys and of the securities in which said moneys are invested and the collection of interest thereon; or

(b) effect or renew any policy of insurance if the Authority fails to effect or renew such insurance, nor shall the Trustee incur any liability for the failure of the Authority to effect or renew any insurance or to report any claims thereunder.

Section 7.07 Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, or other

paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith and in accordance therewith. The Trustee shall not be bound to recognize any person as the owner of a Bond unless and until such Bond is submitted for inspection, if required, and such person's title thereto is satisfactorily established, if disputed. Whenever in the administration of the trusts imposed upon it by this 2022 Bond Resolution the Trustee shall deem it necessary or prescribe that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement of the Authority, and such statement shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this 2022 Bond Resolution in reliance upon such statement, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 7.08 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this 2022 Bond Resolution shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority and the USDA, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions. The Trustee will agree to keep books and records as shall be consistent with prudent industry practice.

Section 7.09 Notice of Default; Right to Investigate. Except upon the failure of the Authority to pay debt service to the Trustee on a full and timely basis, the Trustee shall not be required to take notice or be deemed to have knowledge of the occurrence or continuation of any Event of Default by the Authority unless and until specifically notified in writing of such default by the Authority or by the USDA.

The Trustee may at any time in its discretion require of the Authority full information as to the performance of any of the covenants, conditions and agreements herein and may make or cause to be made independent investigations, at the sole expense of the Authority, concerning the Project and the affairs of the Authority insofar as they are related thereto.

Section 7.10 Resignation. The Trustee may, resign and be discharged of the trusts hereunder by executing an instrument in writing assigning such trusts, specifying the date when such resignation shall take effect, subject to the appointment of a successor, filing the same with the Secretary of the Authority not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect and giving notice of such resignation by publication at least once each week for two (2) successive calendar weeks in an Authorized Newspaper, the first publication of such notice to appear not less than three (3) weeks prior to the date specified in the notice when such resignation shall take effect. Written notice thereof shall also contemporaneously be mailed, postage prepaid, to the USDA. Such resignation shall take effect on the date specified in such notice or upon any earlier appointment of a successor Trustee as hereinafter provided; provided, however, that no such resignation shall in any event be effective until a successor Trustee shall have agreed to serve as such hereunder as provided in Section 7.13 hereof.

Section 7.11 Removal. The Trustee may be removed at any time by an instrument in writing duly executed by an Authority Officer and filed with the Trustee and Authority.

Section 7.12 Vacancy in Office; Appointment of Successor. If the Trustee shall be dissolved, or if its property or affairs shall be taken under the control of any State or federal court or administrative body, a vacancy shall forthwith and ipso facto exist in the office of Trustee, and a successor may be appointed by the USDA by an instrument in writing executed by and on behalf of the USDA and filed with the Authority. Copies of each instrument shall be promptly delivered by the Authority to the predecessor Trustee and to the Trustee so appointed.

Until a successor Trustee shall be appointed by the USDA as herein authorized, the Authority, by an instrument in writing, shall appoint a Trustee to fill such vacancy. After an appointment by the Authority, it shall cause notice of such appointment to be published once each week for two (2) consecutive calendar weeks in an Authorized Newspaper and mailed to the USDA. Any new Trustee so appointed by the Authority shall immediately and without further fact be superseded by a Trustee appointed by the USDA in the manner above provided.

If the Trustee shall no longer be serving as such pursuant to the operation of this Section 7.12 and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 7.12 and prior to the date specified, the resigning Trustee or the USDA may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice (if any shall be required by it as it may deem appropriate) has been given, appoint a successor Trustee as it may deem proper.

Each successor Trustee appointed pursuant to this Article VII shall be an incorporated bank or trust company in good standing, organized or authorized to transact business under the laws of the United States or of the State, be authorized under such laws to exercise corporate trust powers and be subject to supervision or examination by a federal or state authority. The successor Trustee must also have combined capital, surplus and undivided profits of at least \$50,000,000.

Section 7.13 Acceptance of Trust by Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Authority an instrument accepting such appointment, and thereupon, without any further act, deed or conveyance shall become fully vested with all the estates, property, rights, powers, trusts duties and obligations of its predecessor in the trust with like effect as if originally named Trustee herein. Upon request of such successor Trustee, the predecessor Trustee and the Authority shall execute and deliver an instrument transferring to such successor Trustee all the estate, property, rights, powers and trusts hereunder of the predecessor Trustee, and the predecessor Trustee shall pay over to the successor Trustee all moneys at the time held by it hereunder.

Section 7.14 Successor Corporation as Trustee. Any corporation into which a Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee hereunder shall be a party, shall be the Trustee under this 2022 Bond Resolution without the execution or filing of any paper or any further act on the part of the parties, hereto, anything herein to the contrary notwithstanding.

Section 7.15 Funds Held in Trust. All moneys held by any Fiduciary, as such, at any time pursuant to the terms of this 2022 Bond Resolution shall be and hereby are assigned,

transferred and set over unto such Fiduciary in trust for the purposes and under the terms and conditions of this 2022 Bond Resolution.

Section 7.16 Adoption of Authentication. In case any of the Bonds contemplated to be issued under this 2022 Bond Resolution shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of said Bonds shall have not been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere provided in said Bonds or in this 2022 Bond Resolution that the certificate of the Trustee shall have.

ARTICLE VIII

TAX MATTERS

Section 8.01 Tax Covenants. The Authority hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the owners thereof for federal income tax purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 8.02 Additional Tax Covenants. The Authority hereby covenants as follows: (i) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code; and (ii) it shall pay, or cause to be paid, to the United States Treasury in the manner and at the time prescribed in Regulations §§1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds, an amount equal to the rebatable arbitrage earned by investing proceeds of the Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Evidence of Signatures of USDA and Ownership of Bonds. Any request, consent, revocation of consent or other instrument which this 2022 Bond Resolution may require or permit to be signed and executed by the USDA may be in one (1) or more instruments of similar tenor, and shall be signed or executed by an authorized officer of the USDA in person or by its attorneys duly authorized in writing. Proof of: (i) the execution of any such instrument, or of an instrument appointing or authorizing any such attorney; or (ii) the holding by any person of any Bonds shall be sufficient for any purpose of this 2022 Bond Resolution if made in the following manner or in any other manner satisfactory to the Trustee which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

The fact and date of the execution by the USDA, or its attorney, of any such instrument may be proved by: (i) a certificate of a notary public or other officer authorized to take acknowledgment of deeds to be recorded in the state which he purports to act that the person signing such instrument acknowledged to him the execution, thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer, or (ii) certificates which need not be acknowledged or verified, of an officer of a bank, trust company of financial firm or corporation (including members of the National Association of Securities Dealers, Inc.) satisfactory to the Trustee that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

Section 9.02 Moneys held for Particular Bonds. The amounts held by any Fiduciary for the payment of the interest or principal due on their due date with respect to the Bonds shall, pending such payment, be set aside and held in trust by it for the USDA, and for the purposes of this 2022 Bond Resolution such interest or principal after the due date thereof, shall no longer be considered to be unpaid.

Section 9.03 Cancellation of Bonds. All Bonds purchased, redeemed or paid by the Authority or by any Fiduciary, as such, shall be cancelled by it and delivered to the Trustee. All such Bonds and all other Bonds cancelled by any Fiduciary and delivered to the Trustee pursuant to this 2022 Bond Resolution may be destroyed by the Trustee and a certificate thereof delivered to the Authority. No Bonds cancelled as aforesaid shall be deemed Outstanding under this 2022 Bond Resolution and no Bonds shall be issued in lieu thereof.

Section 9.04 Preservation and Inspection of Documents. All reports, certificates, statements, and other documents received by a Fiduciary under the provisions of this 2022 Bond Resolution shall be retained in its possession and shall be available at all reasonable times to the inspection of the Authority, and any other Fiduciary or the USDA, and their agents and their representatives, any of whom may make copies thereof, but any such reports, certificates, statements or other documents may at the election of such Fiduciary, be destroyed or otherwise disposed of at any time six (6) years after such date as the pledge of the Revenues created by this 2022 Bond Resolution shall be discharged.

Section 9.05 Form of Bonds. The Bonds shall be substantially in the form attached hereto as Exhibit "A" with such changes, insertions, opinions or variations as Counsel or Bond Counsel to the Authority may advise, and the Chairman or Vice Chairman of the Authority shall approve, such approval to be conclusively evidenced by the executed Bond or Bonds by the Chairman or Vice Chairman of the Authority.

Section 9.06 Defeasance.

1. If the Authority shall pay or cause to be paid to the USDA, the principal of and interest, if any, to become due thereon, at the times and in the manner stipulated therein and in this 2022 Bond Resolution, then, at the option of the Authority expressed in a certificate signed by an Authority Officer delivered to the Trustee, the pledge of the Revenues and other moneys, securities and funds hereby pledged and the covenants, agreements and other obligations of the Authority to the USDA hereunder shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the Authority expressed in a certificate signed by an Authority Officer delivered to the Trustee, execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciary shall pay over or deliver to the Authority all

money or securities held by them pursuant to this 2022 Bond Resolution which are not required for the payment of Bonds not theretofore surrendered for such payment.

2. Any Bonds appertaining thereto for the payment of which moneys shall have been deposited with the Trustee by or on behalf of the Authority, whether at or prior to the maturity date of the Bonds, shall be deemed to have been paid within the meaning of this Section 9.06. No moneys so deposited with the Trustee shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of the Bonds for the payment of which they were deposited and the interest accrued thereon to the date of maturity, excepting only that: (a) any money so held by the Trustee for the payment to the USDA of principal of, or interest on, such Bonds shall be invested by the Trustee, upon receipt of a copy of a resolution of the Authority, certified by the Secretary, authorizing such investment, in such Investment Obligations as the Authority may approve, provided that a principal amount of such Investment Obligations at least equal to the amount of money required for the payment on any future date of the interest on or principal of such Bonds shall mature on or before said future date, and (b) all interest on all such investments shall be paid over to the Authority as received by the Trustee, free and clear of any trust, lien or pledge.

3. As an alternative cumulative to and not excluding the provisions of subsection 2 of this Section 9.06, any Bonds or interest installments appertaining thereto, whether at or prior to the maturity of such Bonds, shall be deemed to have been paid within the meaning of this Section 9.06 if there shall have been deposited with the Trustee by or on behalf of the Authority either moneys in an amount which shall be sufficient, or Investment Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal and interest due and to become due on said Bonds on and prior to the maturity dates thereof. Neither the Investment Obligations or any moneys so deposited with the Trustee nor any moneys received by the Trustee on account of principal of or interest on said Investment Obligations shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of the Bonds for the payments of which they were deposited and the interest accrued thereon to the date of maturity. In determining the sufficiency of the moneys and/or Investment Obligations deposited pursuant to subsection (3) of this Section, the Trustee shall be entitled to receive, at the expense of the Authority, and may rely on a verification report of a firm of nationally recognized independent certified public accountants.

4. If, through the deposit of moneys by the Authority with the Trustee or otherwise, the Fiduciaries shall hold, pursuant to this 2022 Bond Resolution, moneys sufficient to pay the principal of and interest to maturity on the Bonds, then at the request of the Authority expressed in a certificate of an Authority Officer delivered to the Trustee, all such moneys so held and, together with other moneys held by it hereunder, shall be held by the Trustee for the payment of the Bonds.

5. Anything in this 2022 Bond Resolution to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of the Bonds which remain unclaimed for six (6) years after the date when such Bonds have become due and payable, if such moneys were held by the Fiduciary at said date, or for six (6) years after the date of deposit of such moneys if deposited with the Fiduciary after said date when such Bonds become due and payable, shall, at the written request of the Authority expressed in a certificate of an Authority Officer delivered to the Trustee be repaid by the Fiduciary to the Authority as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the USDA shall look only to the Authority for the payment thereof; provided, however, that before

being required to make any such payment to the Authority, the Fiduciary shall, at the expense of the Authority, cause to be published at least twice, at an interval of not less than seven (7) days between publications, in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

6. For the purposes of this Section 9.06, Investment Obligations shall mean only such obligations as are described in clauses (a) and (b) of the definition of "Investment Obligations" provided in Section 1.02 hereof and such obligations shall not be subject to redemption prior to their maturity other than at the option of the USDA.

Section 9.07 No Personal Liability on the Bonds. Neither the members of the Authority nor any person executing the Bonds shall be personally liable on the Bonds by reason of execution or issuance thereof. As an explicit and material portion of the consideration for the adoption of this 2022 Bond Resolution and the issuance of the Bonds, no member, officer or employee of the Authority shall be personally liable for the indebtedness evidenced by the Bonds or pursuant to any claim thereon or alleged to arise from this 2022 Bond Resolution.

Section 9.08 Acts of Officers. The Chairman, Vice Chairman, Secretary, Treasurer and Business Manager of the Authority are hereby jointly and severally authorized and directed to do and perform all things and execute all documents, instruments and certifications in the name of the Authority and to make all payments necessary or, in their opinion, advisable, to enable the Authority to carry out its obligations under the terms of this 2022 Bond Resolution.

Section 9.09 Severability of Invalid Provisions. If any one or more of the provisions, covenants or agreements in this 2022 Bond Resolution on the part of the Authority or the Trustee to be performed should be finally determined to be contrary to law, such provision or provisions, covenant or covenants, agreement or agreements, shall be deemed severable from the remaining provisions, covenants and agreements, and shall in no way affect the validity of the other provisions hereof or of any of the Bonds.

Section 9.10 Ratification of Actions Taken; Further Actions Authorized. All actions heretofore taken and documents prepared or executed by or on behalf of the Authority by its members, Business Manager, other Authority officials and by the Authority's professional advisors, in connection with the issuance of the Bonds are hereby ratified, confirmed, approved and adopted. Such members and officials are hereby jointly and severally authorized and directed to determine all matters and execute all documents and instruments in connection with the issuance of the Bonds not determined or otherwise directed to be executed by the Act or this 2022 Bond Resolution, and the signatures of such members and officials on any such documents or instrument shall be conclusive as to such determinations.

Section 9.11 Inconsistent Legislation Rescinded. All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

Section 9.12 Successors and Assigns. Whenever in this 2022 Bond Resolution the Authority is named or referred to, it shall be deemed to include its successors and assigns. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the Authority contained in this 2022 Bond Resolution shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board,

Authority, authority, agency or instrumentality to whom or to which there shall be transferred by or in accordance with law, or who or which is empowered to exercise or perform, any right, power or duty of the Authority, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with or perform any of the covenants, stipulations, obligations, agreements or other provisions of this 2022 Bond Resolution.

Section 9.13 Parties Interested Herein. Nothing in this 2022 Bond Resolution, expressed or implied, is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Authority, the Trustee and the USDA, any right, remedy or claim under or by reason of this 2022 Bond Resolution or any covenant, condition or stipulation hereof or thereof. All the covenants, stipulations, promises and agreements in this 2022 Bond Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee and the USDA.


Section 9.14 Notice of Adoption of 2022 Bond Resolution. A copy of this 2022 Bond Resolution shall be filed for public inspection in the office of the Authority and in the office of the Clerk of the Township.

Section 9.15 Local Finance Approval. The effectiveness of this 2022 Bond Resolution shall be dependent upon approval of the issuance of the Bonds by the Local Finance Board in the New Jersey Department of Consumer Affairs, Division of Local Government Services ("LFB"). If the LFB declines to grant approval for the Bonds, this 2022 Bond Resolution shall be of no further force and effect.

Section 9.16 Governing Law. This 2022 Bond Resolution shall be governed by the laws of the State of New Jersey.

Section 9.17 Effective Date. This 2022 Bond Resolution shall be effective for all purposes immediately upon adoption.

The foregoing is a true copy of a resolution adopted by the Authority on June 21, 2022.



Anthony Rullo, CPTSA Chairman

Committee	Moved	Seconded	Y	N	Abstain	Absent
Mr. Bomba	✓		/			
Mr. Basile			/			
Mr. Brown			/			
Mr. Newton		✓	/			
Mr. Rullo			/			

EXHIBIT "A"

Bond R-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF SALEM**

THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

REVENUE BOND, SERIES 2022

Dated Date

Interest Rate

Maturity Date

THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY (hereinafter called the "Authority"), a public body and corporate organized and existing under and by virtue of the laws of the State of New Jersey, acknowledges itself indebted and for the value received hereby promises to pay to the United States Department of Agriculture, as the holder of the Revenue Bond the principal sum of _____ (\$ _____), together with interest thereon from the date hereof at the rate of _____ and _____ hundredths per centum (_____%) per annum semi- annually on February 1 and August 1, commencing August 1, in each year until maturity. This Bond, as to principal and interest when due, will be payable at the principal corporate office of The Bank of New York Mellon, Woodland Park, New Jersey ("Trustee") in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of a duly authorized issue of Bonds, designated as the "Carneys Point Township Sewerage Authority, Revenue Bonds, Series 2022" ("Bonds") of the Authority and authorized and issued under and pursuant to the Sewerage Authorities Law of New Jersey, constituting Chapter 138 of the Pamphlet Laws of 1946 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (N.J.S.A. 40:14A-1 et seq.) ("Act"), and under and in accordance with a 2022 Bond Resolution of the Authority adopted June 21, 2022 ("Resolution"). Copies of the Resolution are on the file in the office of the Authority and at the principal corporate trust office of the Trustee.

This Bond is a special, limited obligation of the Authority and is one of the Bonds which are all of like tenor except as to denominations and numbers. This Bond is payable solely from the moneys pledged under the Resolution.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the nature and extent of the security for the Bonds, the funds and moneys pledged, the rights and remedies of the holders of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued and may be issued thereunder, and a statement of the rights, duties, immunities and obligations of the Authority and of the Trustee. The Bonds are entitled to the benefits of the Act.

To the extent and in the manner permitted by the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by action on behalf of the Authority taken in the manner and subject to the conditions and exceptions prescribed in the Resolution.

This Bond is transferable by delivery. The Authority and the Trustee may treat and consider the bearer of this Bond as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal hereof and interest hereon, and for all other purposes whatsoever. The Bonds may be issued in bearer form in the denomination of \$100,000 or any integral multiple thereof in excess of \$100,000.

The Act provides that neither the members of the Authority nor any person executing obligations of the Authority shall be liable personally on said obligations by reason of the issuance thereof.

The Bonds are not and shall not be in any way a debt or liability of the State of New Jersey, the County of Salem, the Township (except to the extent of the Township Service Agreement), or of any other county, municipality or political subdivision of said State except the Authority, and do not and shall not create or constitute any indebtedness, liability or obligation of said State, County of Salem, Township (except to the extent of the Township Service Agreement), or of any other county, municipality, or political subdivision of said State either legal, moral or otherwise.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey or the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the Bonds, together with all other indebtedness of the Authority, are within every debt and other limit prescribed by said Constitution or statutes.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Trustee.

IN WITNESS WHEREOF, THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Vice Chairman and its corporate seal to be affixed, imprinted or reproduced hereon and attested by the manual or facsimile signature of its Secretary, all as of the ___th day of _____, 2022.

THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

[SEAL]

By: _____
Vice Chairman

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the issue of Bonds described in the within-mentioned Resolution, such Bond being designated as "The Carneys Point Township Sewerage Authority, Revenue Bond, Series 2022". Accompanying this Bond is the complete text of the opinion of Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel, a signed original of which is on file with the undersigned and delivered and dated the date of original delivery of and payment for this Bond.

**THE BANK OF NEW YORK MELLON,
as Trustee**

**By: _____
Authorized Officer**

Date of Authentication: _____, 2022

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