

Regular Meeting - Agenda

Wednesday, March 18, 2015

5:30 PM

Mayor's Conference Room

Egg Harbor Township MUA
3515 Bargaintown Road
Egg Harbor Township, NJ 08234
(609) 926-2671

Opening Statement Pursuant to the Open Public Meetings Act & Roll Call

General Public Discussion

Applications / Project Status

~ Resolution #27 – 2015 [Block 1029, Lot 1] Preliminary Extension Application
Egg Harbor Family Associates – Fire Road

Ratification of Administrative Action

Resolution Memorialization

Engineer Report

~ Resolution #28 – 2015
Certification of Funds [Landscape Contract]

~ Resolution #29 – 2015
Certification of Funds [Manhole Rehabilitation]

Treasurer's Report

~ Resolution #30 – 2015
Supplemental Bond Resolution

~ Resolution #31 – 2015
Authorizing the Filing of the Interim Construction Loan Application

~ Resolution #32 – 2015
Sale of the Interim Construction Loan Note

~ Resolution #33 – 2015
Operating Account Bill List

~ Resolution #34 – 2015
Developer Account Bill List

Authority Clerk Report

~ Resolution #35 – 2015
February 2015 Adjustments

Other Business (not listed on the Agenda)

Closed Session (If Necessary)

Adjournment

Formal action may or may not be taken.

Egg Harbor Township Municipal Utilities Authority

3515 Bargaintown Road
Egg Harbor Township, NJ 08234

March 18, 2015
Meeting Minutes

Chairman Davis read the Opening Statement pursuant to the Open Public Meetings Act and called the meeting to order at 5:30 PM.

Roll Call:	Nathan Davis, Chairman	present
	Michael Duffy, Vice-Chairman	present
	H. Chris Schwemm, Treasurer	present
	Theresa Prendergast, Secretary	present
	Charles Pfrommer, Commissioner	absent
	Theresa Moschetto, Alt Commissioner	absent

Vincent Polistina, Engineer, John Ridgway, Solicitor and Elaine Super, Authority Clerk were also in attendance. Mr. Pfrommer and Mrs. Moschetto were excused from the meeting.

General Public Discussion

There was no one present from the public, therefore a motion was made by Mr. Duffy, seconded by Mr. Schwemm to close the public portion of the meeting. All voted yes.

Applications / Project Status

~ Resolution #27 – 2015 [Preliminary Approval]

Block 1029, Lot 1 – Egg Harbor Family Associates

Representatives Present: Jon Lubonski, Michaels Development, Brian Cullen, Esquire and Andy Schaeffer, PE

Mr. Polistina explained that the proposed project will provide 136 age restricted, affordable housing units. There are no easements and the on-site gravity sewer and private on-site pump will be the responsibility of the property owner. Capacity is available. After discussing the homes and businesses that surround this project that are not currently connected to sewer, it was agreed that the applicant would not be required to submit a conceptual plan for providing sewer to those properties. Motion Mr. Schwemm seconded by Mr. Duffy to grant preliminary approval. All voted yes.

Engineer Report – The written engineer’s report is attached and is a part of these minutes.

Mr. Polistina reported on the removal of six laterals to Township owned buildings to be demolished in West Atlantic City. Two of those laterals were found to contain asbestos pipe. Kline Construction has taken all the necessary steps to remove these pipes.

~ Resolution #28 – 2015 Certification of Funds

In 2014, a contract was awarded to All Green Turf Management for landscaping. It is desirous to extend the contract for one year with a 1.5% increase based on the index rate. Motion Mr. Schwemm, seconded Mrs. Prendergast to authorize extension in the amount of \$24,657.96. All voted yes.

~ Resolution #29 – 2015 Certification of Funds

Bids were received for the rehabilitation of 12 manholes. Motion Mr. Schwemm, second Mrs. Prendergast to award the contract to Swerp, Inc in the amount of \$52,992.00. All voted yes.

Treasurer's Report

~ Resolution #31 – 2015

Authorizing the Filing of the Interim Construction Loan Application

Motion Mr. Schwemm, seconded by Mr. Duffy to authorize the signing of the resolution which allows for the filing of the construction loan. All voted yes.

~ Resolution #32 – 2015

Authorizing the Sale of the Interim Construction Loan Note

Motion Mr. Schwemm, seconded by Mr. Duffy to authorize the signing of the resolution which allows for the sale of the interim loan. All voted yes.

~ Resolution #29A – 2015 Certification of Funds

Bids were received for the lining and replacement of the deteriorating reinforced concrete pipe gravity main in Washington Avenue. The funds for this project will be obtained through the New Jersey Environmental Infrastructure Trust Fund. The DEP has given the necessary approvals to award the contract, therefore a motion was made by Mr. Schwemm, seconded by Mrs. Prendergast to award the contract to Allstate Power Vac in the amount of \$714,798.94. All voted yes.

~ Resolution #30 – 2015

Supplemental Bond Resolution

Although there is no certainty on refunding the old bonds, this Supplemental Bond Resolution is necessary if the interest rates once again decrease and the refunding is financially feasible. Motion Mr. Schwemm, seconded by Mr. Duffy to authorize the signing of the supplemental resolution. All voted yes.

~ Resolution #33 – 2015

Motion Mr. Schwemm, seconded by Mrs. Prendergast to approve the bill list for the Operating Account. All voted yes.

~ Resolution #34 – 2015

Motion Mr. Schwemm, seconded by Mrs. Prendergast to approve the bill list for the Developer Account. All voted yes.

The Treasurer's report, provided by Mr. Schwemm, was accepted by the Authority.

Authority Clerk Report

~ Resolution #35 – 2015

Motion Mr. Schwemm, seconded by Mr. Duffy to approve the February 2015 account adjustments. All voted yes.

Motion Mr. Duffy second Mrs. Prendergast to approve the February 2015 meeting minutes. All voted yes.

Motion Mr. Schwemm second Mrs. Prendergast to approve the February 11, 2015 special meeting minutes. All voted yes.

A motion to adjourn the meeting was made by Mr. Duffy, seconded by Mr. Schwemm at 6:30 pm. All voted yes.

Theresa Prendergast, Secretary

Prepared by Elaine Super, Authority Clerk

Approved April 15, 2015

Engineer's Report
Egg Harbor Township MUA
March 18, 2015

Engineering Projects

1. **Emergency Maintenance Contract**

Kline Construction completed several miscellaneous items over the past month. They capped the lateral connections for several commercial properties located in the West Atlantic City section of the Township that will be demolished in the near future. Kline also replaced several pump station yard hydrants that were not properly working or leaking.

The billing for this work has not yet been submitted.

2. **ACUA Contract Administration**

The maintenance logs from the ACUA have been normal during the past month. There are currently three (3) stations with a pump out for service. One pump was removed from the Ocean Heights station today due to a motor issue and will be sent to Willier to obtain a repair quote. We received the quote to repair the pump from the Fernwood station, which is in the amount of \$3,660.00. This includes replacing the pump impeller. We have returned the quote with our approval.

We are in the process of determining the current operating conditions at the Meadow Run station to determine if a smaller pump could be utilized.

The ACUA completed the replacement of the seals for pump # 2 at the Trailer Park station last month.

The repaired pump for the Lyons Court station was returned earlier this month.

3. **Wet Well Cleaning Contract Administration**

Caprioni Family Septic completed the normal monthly basket and wet well cleaning over the past month. They installed new locking hasps on the control panel at the Bevis Mill station, repaired the basket at the Beaver Lakes station and replaced the winch clamp at the Bayport station. Caprioni completed the monthly preventative maintenance jetting at several areas identified by the Authority Operator.

We have recommended a payment in the amount of \$9,969.00 from the Operating Account for the work completed in February.

4. **Spills**

There were no spill incidents within the last month.

5. **FAA Pump Station Upgrades**

We have received the Pinelands approval and will be submitting the Amended Treatment Works application for the station later this week.

6. **Miami Pump Station Elimination**

We are continuing to work on the design plans for a low pressure system to provide service to the remaining customers located east of the Miami pump station. Plans will be sent out to the other utility companies later this week to verify the location of all subsurface utilities.

7. **Reega Reserves Video Inspection**

All of the mains within the limits of the project area have been cleaned and had a video inspection completed. We have identified a few areas for potential spot repairs and are working with the contractor to obtain pricing.

They have submitted an initial billing, but not in time to process for this month's meeting.

8. **Lakeside Force Main Location**

The final survey of the force main locations is scheduled for later this month.

9. **Seaview Harbor Force Main Location**

The force main from the Seaview Harbor pump station crosses over the Kennedy Bridge into Longport and extends along Sunset Avenue to Amherst Avenue where it discharges into the ACUA infrastructure. The Authority Operator has reviewed several reference materials and has identified several locations along the route in Longport. We will have our surveyor pick up all of the marked-out locations so a permanent as-built document can be created and then included on the GIS system.

10. Washington Avenue Interceptor Rehabilitation

The Authority received bids for this project on March 10th. We will provide a report of the bids during the meeting. The bid documents for the lowest responsive bidder were sent to the NJDEP for review. We anticipate the process will take approximately 30 days, and that the Authority will be given approval to award the contract at the April meeting.

11. Manhole Rehabilitation

The Authority received bids for this project on March 17th. We will provide a report of the bids during the meeting.

12. Fire & Mill Road Construction

The County has been in the process of completing various improvements in the vicinity of the Fire and Mill Road intersection for future roadway widening. They have proposed stormwater improvements which are impacting the existing two-inch common force main that services Alamo Pools along the eastern side of Fire Road.

We met with the County earlier this month to discuss possible alternatives in relocating the force main. We anticipate the costs to relocate the main / reconnect the line will cost approximately \$20,000. There is the possibility of connecting into the parallel force main that extends along the western side of Fire Road. A test pit will be required to verify the location and size of the main.

13. Hazard Mitigation Grant Program (HMGP) - Generators

Through the FEMA Energy Allocation Initiative Program Generator Project the Authority received \$75,000.00 to obtain new generators. The project involves the installation of a permanently installed unit at the Whitewater station and a new portable unit.

We met with the FEMA representatives and have been given the approval to complete the public bidding process.

14. Brookside Odor Control

Based on the inconclusive results of the Boxide application last summer we are moving forward with procuring a scrubbing unit at the Brookside station to eliminate the yearly odor problem. A raised platform will be required due to potential flooding. We are in the process of preparing the necessary specifications and bid documents.

Developer Projects

Extension Applications

There are no developer funded sanitary system expansion projects currently underway.

Connection Applications

1. CAR HUD, LLC - Sport Hyundai

The applicant has submitted an application to connect the existing car dealership into the sewer system. They have also proposed to expand the facility.

Vince Polistina
Authority Engineer

**EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
PRELIMINARY SEWERAGE EXTENSION APPLICATION
RESOLUTION # 27 of 2015**

**Applicant: Egg Harbor Family Associates, LLC
Michaels Development Co.
Project: Fire Road
Block 1029, Lot 1
EHTMUA Application #14-35**

The Egg Harbor Township Municipal Utilities Authority (referred to as “Authority” or “EHTMUA”) is a duly formed and authorized public body created under the Municipal and County Utilities Authorities Law, as set forth in Chapter 183 of the Laws of New Jersey of 1957, as amended, for the purposes of overseeing the provision and development of sewerage facilities and services within Egg Harbor Township, New Jersey, as more particularly set forth in the Act.

Commercial Realty & Resources Corp. is the owner of Block 1029, Lot 1, in Egg Harbor Township, New Jersey. The property is approximately 47 acres and is situated with frontage along Fire Road and bounded by the Atlantic City Expressway to the north, Doughty Road to the east, and Columbus Avenue to the south. The Applicant Egg Harbor Family Associates, LLC with contact Jonathon Lubonski of Michaels Development Co. represented by Brian Cullen, Esquire, is submitting the application as the contract purchaser with the consent of the property owner.

At the regularly scheduled meeting of the Authority on March 18, 2015, the Applicant’s request for Preliminary Approval was heard. The Applicant’s representatives, Brian Cullen, Esquire, Jonathon Lubonski and Andrew F. Schaefer, were in attendance. At that time, the Authority was presented with plans, specifications and other information concerning the application as set forth below and as otherwise provided in the application materials and the Memorandum of the Authority’s Engineers, Polistina & Associates dated February 26, 2015. A

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copy of the Engineer's Report is attached and incorporated into this Resolution by reference. Likewise, the details and specifications of the plans submitted by the Applicant to the Authority at the time of the hearing are incorporated into this Resolution by reference.

FACTS PRESENTED

The Applicant is proposing the construction of a 136 unit ae restricted and affordable housing project with an on-site sanitary sewer gravity conveyance system, which will direct the project's projected wastewater flow to a proposed privately owned pumping station to be located on the project site. The sanitary sewer extension will discharge a total of 23,705 gallons per day (gpd) of waste into the proposed infrastructure.

The proposed flow for the project is broken down as follows:

2,450 SF Clubhouse:	245 gpd
8 1-Bedroom Family Apartments:	1,200 gpd
68 2-Bedroom Family Apartments:	15,300 gpd
54 1-Bedroom Senior Apartments:	5,940 gpd
6 2-Bedroom Senior Apartments:	1,020 gpd

The applicant is proposing to construct an on-site gravity conveyance system encompassing five (5) runs of eight-inch (8") diameter sanitary sewer main and six (6) on-site manholes. The anticipated flow from the project site will be collected via the on-site gravity conveyance system and discharged to the proposed pumping station. The wastewater flow will

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then be conveyed via a force main along Ravenworth Court, Gravesmith Drive, and Columbus Avenue to tie-in to an existing gravity system in Columbus Avenue. The existing gravity system conveys the flow along Columbus Avenue to Decodon Drive and ultimately discharges to the Washington Avenue interceptor.

The Applicant has requested a waiver of the Authority's requirement that it submit a conceptual plan depicting the manner in which properties within 200 feet of the project could be provided sanitary sewer service. The Authority engineer advised that there was no feasible way to provide service to those properties and supported the Applicant's request for a waiver of this requirement.

The Commissioners and the Applicant's representatives discussed the on-site pump station and properties within 200 feet of the project site. They also discussed the designation of the property as an affordable housing site, reduced connection fees, and alternate methods to provide sanitary sewer service in the area of the project.

The Authority engineer confirmed that as submitted the project required no easements.

The Authority Engineer recommended that the application be granted Preliminary Approval and a waiver of the requirement for a conceptual plan depicting the manner in which properties within 200 feet of the project could be provided sanitary sewer service.

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AUTHORITY ACTION

Based upon the above facts developed at the time of the hearing and as otherwise set forth in the application materials, Commissioner Schwemm made a motion to grant Preliminary Approval of the application and a waiver of the requirement that the Applicant submit a conceptual plan depicting the manner in which properties within 200 feet of the project could be provided sanitary sewer service and Commissioner Duffy seconded the motion to grant preliminary approval and the waiver. The Commissioners voted unanimously in favor of granting Preliminary Approval as follows:

Chairman Davis:	Affirmative
Vice Chairman Duffy:	Affirmative
Commissioner Schwemm:	Affirmative
Commissioner Prendergast:	Affirmative
Commissioner Pfrommer:	No Vote- Absent
Commissioner Moschetto:	No Vote- Absent

CONDITIONS AND LIMITATIONS OF AUTHORITY ACTION

The Authority's action set forth above is conditional as set forth below:

1. A preliminary sewerage application is limited only to determining the feasibility aspects of the proposed sewerage project.

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2. In the event the Permit Extension Act of 2008 as amended (the “Act”) applies to this development/project, the suspension, tolling and/or extension of an Authority “Approval” as that term is defined in the Act, is specifically contingent upon the availability of sufficient sewer capacity on the part of the Authority and those entities accepting and treating sewerage flow from the Authority to accommodate the flow generated from the subject development/project pursuant to N.J.S. 40:55D-136.4(e).

3. Preliminary approval is not an allocation of sewerage capacity nor authorization to commence construction. The applicant will not receive a final sewerage allocation until final approval by the Authority is granted, and the State of New Jersey, Department of Environmental Protection (NJDEP) reviews the Treatment Works Application and thereafter executes and issues a permit. Finally the applicant shall not begin any sewerage construction until the Authority issues a final permit which only occurs after the NJDEP permit is issued to the Authority.

4. If the sewer extension or other relief requested in the application is in any way contingent upon construction of other sewerage facilities by the applicant herein or applicants or developers, and these other facilities fail to come into fruition, the Authority reserves the right to deny final approval.

5. Authority approval shall only be valid for one (1) year from the Authority meeting granting such approval. The Authority shall have no obligation to extend any approval. The applicant may request the Authority to extend an approval prior to the expiration of one (1) year

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in accordance with the Authority's Rules and Regulations. However, if the Authority does not grant an extension of an approval within one (1) year after the date of Authority action, this resolution and approval shall automatically expire and be deemed revoked without further notice from the Authority. All extensions of the New Jersey DEP Construct and Operate Treatment Works Approval must be filed by and through the Authority's office at the applicant's request.

6. In the event the subject application has been tabled by action of the Authority, such application must be reheard within six (6) months of the date of the Authority action tabling the application in order to maintain any prior preliminary or final application approval in active status. If the tabled application is not reheard and acted upon by the Authority within six (6) months from the time of Authority action tabling it, all prior preliminary and/or final approvals shall be deemed null and void and the application must be resubmitted to the Authority including all application and review fees for any further action.

7. A denied Application must be reheard within six (6) months of the action in order to remain active. Otherwise, a new Application and all applicable fees must be submitted for further Authority action.

In addition to the above, the Authority reserves the right to administratively amend, suspend or revoke the above action through the Authority Clerk in the event of any of the following:

A. A material change of any plan(s) submitted by the applicant.

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- B. Local, County, State or Federal law, plan, regulation, agreement, assessment, obligation or other matter which directly or indirectly affects this project, the sewer plan, capacity, feasibility, the number of building units, or the Authority's action concerning the project.
- C. Any moratorium or other State, County or local action preventing the approval.
- D. Any action outside of the control of the Authority which affects the capacity and feasibility of the applicant's proposed developments. This includes the denial of an easement or other access right necessary for the routing or placement of sewer improvements as set forth in the application materials.
- E. The approval is specifically subject to and conditioned upon the permitting and approval of the plans and the development by the Atlantic County Utilities Authority and the New Jersey Department of Environmental Protection.
- F. Authority preliminary or final approval is not an allocation of sewer capacity nor is it authorization to commence construction of any sewer related improvement. Sewer related construction may not commence until the Authority issues a final permit after receipt of proper County and State permits.
- G. Any and all "downstream" or other required sewage facilities within or outside the control of the applicant, must be permitted and constructed prior to the applicant taking any action in connection with the development.

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- H. Notwithstanding the approval, the applicant must still comply with all rules and regulations of the Authority and Egg Harbor Township, and shall be required to pay all applicable fees, assessments or service charges to the appropriate governmental agency including the appropriate sewer connection fee(s).
- I. It is the applicant's responsibility to determine whether this project is subject to a prior developer's repayment agreement rights. In the event such repayment agreements are involved, all applicable fees must be paid prior to the applicant taking further action.
- J. An Applicant that disagrees with the Authority's actions as set forth in this Resolution or in connection with an application shall have the right to seek reconsideration of the Authority's action. Reconsideration must be sought by submitting written notice of the request for reconsideration to the Authority Clerk within thirty (30) days of the Authority action together with a detailed report stating what actions are challenged and setting forth the applicant's basis for disagreeing with the Authority's actions. All facts, plans, information, statements and reports of professionals supporting the request must be submitted to the Authority at the time the request is made. The Authority will act upon such reconsideration requests within sixty (60) days of receipt of the Applicant's request for reconsideration and report. The applicant's failure to request reconsideration within the thirty (30) days set forth above shall constitute an acceptance of the Authority's action.

**EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
PRELIMINARY SEWERAGE EXTENSION APPLICATION
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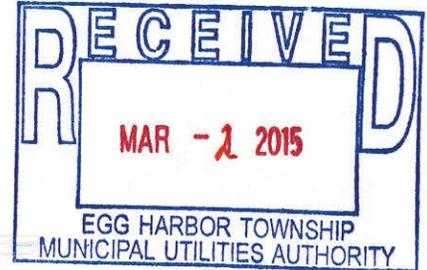
**Applicant: Egg Harbor Family Associates, LLC
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Project: Fire Road
Block 1029, Lot 1
EHTMUA Application #14-35**

I, Theresa Prendergast, Secretary for the Egg Harbor Township Municipal Utilities Authority do hereby certify that the foregoing Resolution was duly approved at the regular meeting of the Egg Harbor Township Municipal Utilities Authority held the 18th day of March, 2015, at the Municipal Building, Egg Harbor Township, New Jersey at 5:30 p.m.

THERESA PRENDERGAST
SECRETARY

MEMORANDUM

February 26, 2015



TO: EHTMUA
 Egg Harbor Township

FROM: Polistina & Associates
 Vincent J. Polistina
 Authority Engineer

RE: EHTMUA No. 14-35
 Egg Harbor Family Associates, LLC
 Michaels Development Co.
 PA No. 8122.4

LOCATION: Fire Road
 Block 1029, Lot 1

STATUS: Sewer Extension – Preliminary Review

USE: Residential – Affordable Housing Complex

JURISDICTIONAL AREA: CAFRA

The materials submitted and subject to review are as follows:

NO.	TITLE	PREPARED BY	DATE	REVISION
14-35	Preliminary Application for Extension of Existing Sewer System	Applicant	12/18/14	
	Proposed Utility Plan	Schaeffer, Nassar & Scheidegg	11/10/14	
	Proposed Minor Subdivision Plan	Schaeffer, Nassar & Scheidegg	12/01/14	12/11/14
	Sanitary Sewer Flow Calculation	Schaeffer, Nassar & Scheidegg		

DESCRIPTION: Commercial Realty & Resources Corp. is the owner of approximately 47 acres of land otherwise known as Block 1029, Lot 1. The proposed project site is situated with frontage along Fire Road and bounded by the Atlantic City Expressway to the north, Doughty Road to the east, and Columbus Avenue to the south. Egg Harbor Family Associates, LLC with contact person Jonathon Lubonski of Michaels Development Co. is the applicant identified on the Preliminary Application for the proposed sanitary sewer extension. The project site is currently vacant.

The applicant is proposing to construct an on-site sanitary sewer gravity conveyance system, which will direct the projected wastewater flow to a proposed privately owned pumping station to be located on the project site. The proposed infrastructure will provide sanitary sewer service to one-hundred thirty-six (136) proposed apartments. The sanitary sewer extension will discharge a total of 23,705 gallons per day (gpd) of waste into the existing and proposed infrastructure.

The proposed flow for the project is broken down as follows:

2,450 SF Clubhouse:	245 gpd
8 1-Bedroom Family Apartments:	1,200 gpd
68 2-Bedroom Family Apartments:	15,300 gpd
54 1-Bedroom Senior Apartments	5,940 gpd
6 2-Bedroom Senior Apartments	1,020 gpd

The anticipated flow from the project site will be collected via the on-site gravity conveyance system and discharged to the proposed pumping station. The wastewater flow will then be conveyed via a force main along Ravenworth Court, Gravesmith Drive, and Columbus Avenue to tie-in to an existing gravity system in Columbus Avenue. The existing gravity system conveys the flow along Columbus Avenue to Decodon Drive and ultimately discharges to the Washington Avenue interceptor.

PRELIMINARY REVIEW CRITERIA:

1) Capacity:

The proposed on-site gravity conveyance system has been designed by the applicant's engineer to accommodate the proposed wastewater flow to be generated from the project site. The on-site pumping station and the associated force main will also be sized to adequately handle the projected wastewater flow.

The submitted plans show the wastewater flow from the project site being conveyed from the on-site pumping station via the on-site force main to an existing gravity main in Columbus Avenue. The proposed and existing wastewater flows are directed through the gravity systems along Columbus Avenue and Decodon Drive and are discharged to the EHTMUA Washington Avenue interceptor.

All downstream facilities have capacity to handle the proposed flow.

2) Feasibility:

The applicant is proposing to construct an on-site gravity conveyance system encompassing five (5) runs of eight-inch (8") diameter sanitary sewer gravity main and six (6) on-site manholes. The proposed on-site gravity main will direct the wastewater flow to a proposed on-site pumping station.

The proposed on-site sanitary sewer gravity main and force main, along with the proposed pump station will be located on-site and shall be operated and maintained by the applicant and eventual land owner.

The applicant has provided topography of the project site and approximate invert elevations of the proposed facilities. The information provided by the applicant demonstrates that there will be adequate cover over the sanitary sewer.

The depth of the excavations for the proposed on-site gravity main shall range from approximately five feet (5') deep to eight feet (8') deep. The force main is expected to be approximately four (4') feet deep.

As there is sufficient cover and the applicant will be constructing an on-site pump station, the project is feasible as designed.

3) Homes within 200':

The applicant has provided a copy of the tax assessor's adjacent property list of properties within the 200-foot radius of the project site. There are a total of nineteen (19) improved properties located within the 200-foot radius of the project site.

Five (5) of the existing improved properties have sanitary sewer service or access to service. These properties are identified as follows: Block 1029, Lots 5.02, 7 and 11 and Block 1045, Lot 9 & 10.

The remaining fourteen (14) properties currently do not have access to sanitary sewer service. Ten (10) of these properties are classified as residential and are identified as follows: Block 1024, Lots 1 and 3; Block 1025, Lot 4; Block 1030, Lot 3; Block 1032, Lots 1, 2 & 13; Block 1034, Lots 2 & 4, and Block 1045, Lot 1. Four (4) of these properties are classified as commercial and are identified as follows: Block 1023, Lot 1; Block 1029, Lots 7 and 11; and Block 1030, Lot 2.

The applicant has not provided a conceptual plan illustrating the provision of sanitary sewer service to the fourteen (14) improved properties located within the 200-foot radius currently without sewer service.

The applicant is requesting a waiver of this requirement due to the nature of the project and private ownership of the pump station. It is the applicant's desire to have the on-site gravity system, pump station and force main remain in private ownership so that no additional flow could be conveyed to it other than what is proposed from the applicant's property.

4) Easements: Based on the plans provided, the acquisition of a utility easement is not required by the EHTMUA for the construction of the proposed sanitary sewer facilities. All of the proposed facilities to be located on-site will be privately owned. The off-site force main will be constructed within an existing Township right-of-way.

5) Administrative Issues: The Preliminary Application for the extension of the existing sanitary sewer system was found to be administratively complete.

6) Recapture: We are not aware of any recapture agreements that the proposed development would be subject to.

RECOMMENDATIONS: Polistina & Associates recommends that this application be granted preliminary approval subject to the discussion related to improved properties within 200 feet of the project.

Should there be any questions regarding the contents of this report, please feel free to contact this office.

Cc: John Ridgway, via fax (609) 927-1867 (Authority Solicitor)

**Egg Harbor Township
Municipal Utilities Authority**

**CERTIFICATION OF AVAILABILITY
OF FUNDS
FOR
AWARD OF CONTRACT**

In accordance with regulations of the Local Finance Board, I hereby certify that funds are available for the following:

Date	March 18, 2015
Resolution #	28 – 2015
Vendor	All Green Turf Management
Amount	\$ 24,657.96 Increase of \$364.40 (1.5% based on index rate)
Reason	Landscape Maintenance Contract
Time Period	2015
Budget Line Item	Contract Services

Henry C. Schwemm, Treasurer

Theresa Prendergast, Secretary

**Egg Harbor Township
Municipal Utilities Authority**

**CERTIFICATION OF AVAILABILITY
OF FUNDS
FOR
AWARD OF CONTRACT**

In accordance with regulations of the Local Finance Board, I hereby certify that funds are available for the following:

Date	March 18, 2015
Resolution #	29 – 2015
Contract #	81 (2015 Manhole Rehabilitation)
Vendor	Swerp, Inc
Amount	\$ 52,992.00
Reason	Manhole maintenance / repairs
Time Period	2015
Budget Line Item	Operations & Maintenance: Repair & Maintenance

Henry C. Schwemm, Treasurer

Theresa Prendergast, Secretary

**Egg Harbor Township
Municipal Utilities Authority**

**CERTIFICATION OF AVAILABILITY
OF FUNDS
FOR
AWARD OF CONTRACT**

In accordance with regulations of the Local Finance Board, I hereby certify that funds are available for the following:

Date	March 18, 2015
Resolution #	29A – 2015
Contract #	67 (Washington Avenue Interceptor Rehabilitation)
Vendor	Allstate Power Vac
Amount	\$ 714,798.94
Reason	Lining and replacement of the deteriorating Reinforced Concrete Pipe (RCP) gravity main in Washington Avenue
Time Period	2015 - 2016
Budget Line Item	Capital Outlay: System Rehabilitation To be reimbursed through the NJ Environmental Infrastructure Trust Construction Financing

Henry C. Schwemm, Treasurer

Theresa Prendergast, Secretary

RESOLUTION NO. 30 – 2015

SUPPLEMENTAL BOND RESOLUTION OF THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR THE PURPOSE OF AUTHORIZING THE REFUNDING OF THE AUTHORITY’S 2007 BONDS; STATING THE ESTIMATED COST OF THE AFORESAID REFUNDING; AUTHORIZING THE INCURRENCE OF DEBT BY THE ISSUANCE OF THE AUTHORITY’S REVENUE REFUNDING BONDS, SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,850,000 TO ADVANCE REFUND THE 2007 BONDS AND TO PAY THE COSTS OF ISSUANCE OF THE 2015 BONDS; SETTING FORTH THE PROVISIONS OF THE 2015 BONDS; PROVIDING FOR THE SALE OF THE 2015 BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE CONTRACT FOR THE SALE OF THE 2015 BONDS; AUTHORIZING THE ADVANCE REFUNDING OF THE 2007 BONDS; COVENANTING TO PAY PRINCIPAL AND INTEREST ON THE 2015 BONDS; COVENANTING TO COMPLY WITH THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AUTHORIZING EXECUTION AND DELIVERY OF THE 2015 BONDS; AND PROVIDING FOR MATTERS RELATED THERETO

WHEREAS, the Egg Harbor Township Municipal Utilities Authority (the “**Authority**”), is a public body corporate and politic organized by the Township of Egg Harbor, County of Atlantic, New Jersey (the “**Township**”) and presently subsisting under the New Jersey Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-1 et seq.) (the “**Act**”); and

WHEREAS, the Authority presently owns and operates sanitary sewerage facilities (the “**Utility System**”) serving the Township; and

WHEREAS, the Authority heretofore adopted a resolution entitled, “Consolidating the Resolution of The Egg Harbor Township Municipal Utilities Authority adopted on October 23, 1968 and the Resolutions supplemental thereto; Amending and Restating the provisions of such Resolution, as previously supplemented and amended; Authorizing the Issuance of Sewer Revenue Bonds, Series of 2007, of The Egg Harbor Township Municipal Utilities Authority for the Purpose of Financing the Construction of a Sewer Project in the Township of Egg Harbor, County of Atlantic, New Jersey; Providing for the Issuance of Additional Bonds and of the Pledge of the Revenues of the Sewer System for the Payment of All Bonds Issued Hereunder; and Containing Certain Covenants of the Authority for the Benefit of Bondholders; and Providing for Other Matters Relating Thereto.” (the “**General Bond Resolution**”), providing for the issuance of revenue bonds of the Authority and authorizing the issuance of “**Additional**

Bonds” (as such term is defined in the General Bond Resolution), including for the purpose of refunding any Bonds of the Authority (as defined in the General Bond Resolution), including the 2007 Bonds (as hereinafter defined), and upon the terms and conditions set forth in the General Bond Resolution; and

WHEREAS, the Authority has heretofore authorized and issued \$4,280,000 Sewer Revenue Bonds, Series of 2007 (the “**2007 Bonds**”), which are currently outstanding in the principal amount of \$4,020,000, are dated December 28, 2007, and mature in various amounts on January 1 of the years 2019 through and 2032, inclusive (the “**Refunded Bonds**”) in accordance with the General Bond Resolution; and

WHEREAS, the 2007 Bonds maturing on or after January 1, 2019, are subject to redemption in whole on any date on or after January 1, 2018, at par, plus accrued interest to the date of redemption; and

WHEREAS, the Authority has been presented analyses concluding that, because of the decline in interest rates since the issuance of the 2007 Bonds, the Authority can realize significant debt service savings by refunding, on an advance basis, the entire callable portion of 2007 Bonds; and

WHEREAS, in accordance with the provisions of Sections 3.01 and 3.02 of the General Bond Resolution, the Authority wishes to authorize a series of Additional Bonds of the Authority consisting of “Sewer Revenue Bonds, Series 2015” (hereinafter referred to as the “**2015 Refunding Bonds**”) in the aggregate principal amount of not to exceed \$3,850,000 to provide for the (i) current refunding of all of the Refunded Bonds, at a redemption price equal to 100 of the principal amount thereof and the payment of the interest on the Refunded Bonds to the redemption date; (ii) Debt Service Reserve Fund (as defined in the General Bond Resolution) for the 2015 Refunding Bonds; and (iii) payment of costs associated with the issuance of the 2015 Refunding Bonds pursuant to this 2015 Supplemental Resolution (as hereinafter defined); and

WHEREAS, the 2015 Refunding Bonds shall be of equal rank and priority as any Bonds of the Authority previously issued and any Additional Bonds hereinafter issued by the Authority; and

WHEREAS, as required by the New Jersey Local Authorities Fiscal Control Law, Chapter 313 of the Laws of 1983 of the State of New Jersey, as amended and supplemented, pursuant to a Resolution of the Authority adopted on January 21, 2015, an application for positive findings (“**Application**”) with respect to the 2015 Refunding Project (as hereinafter defined) was submitted to the Local Finance Board of the Division of Local Government Services in the New Jersey Department of Community Affairs (“**Local Finance Board**”); and

WHEREAS, the Local Finance Board made positive findings with respect to the Application after a public hearing thereon, by resolution, at its meeting of March 11, 2015; and

WHEREAS, to effectuate the issuance of the 2015 Refunding Bonds, the Authority wishes to authorize the appointment of Bond Counsel, Escrow Agent and Verification Agent for purposes of providing for the refunding of the Refunded Bonds and to provide authorization for

the Authorized Officers (as hereinafter defined) to enter into a Purchase Contract with an Underwriter to be selected by the Authority; and

WHEREAS, the Authority desires to specify and determine certain terms and conditions of the 2015 Refunding Bonds.

NOW, THEREFORE BE IT RESOLVED BY THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, and the members and commissioners thereof, as follows:

ARTICLE I

Section 101. Short Title. This resolution may hereinafter be cited by the Authority and as is hereinafter sometimes referred to as the **“2015 Supplemental Resolution.”**

Section 102. Definitions. Terms which are used as defined terms herein shall, unless specifically defined herein or unless the context clearly requires otherwise, have the meanings set forth below. All other terms used as defined terms herein shall, unless the context clearly requires otherwise, have the meanings assigned thereto in Section 101 of the General Bond Resolution.

“2015 Refunding Bonds” means the Revenue Refunding Bonds, Series 2015 or such series bearing the year in which issued authorized and issued pursuant to the General Bond Resolution and this 2015 Supplemental Resolution and any supplemental resolution adopted by the Authority from time to time prior to the authentication and delivery of the 2015 Refunding Bonds;

“2015 Refunding Project” means (1) the current refunding of all of the Refunded Bonds, at a redemption price equal to 100 of the principal amount thereof and the payment of the interest on the Refunded Bonds to the redemption date, and (2) the payment of costs associated with the issuance of the 2015 Refunding Bonds pursuant to this 2015 Supplemental Resolution;

“2015 Supplemental Resolution” means this resolution, as same shall be amended and supplemented from time to time;

“General Bond Resolution” means the resolution of the Authority adopted November 19, 2007, as amended and supplemented from time to time;

“Local Finance Board” means a state regulatory agency in the Department of Community Affairs with certain review powers under the Act.

“Paying Agent” means any paying agent appointed pursuant to the General Bond Resolution and its successors or assigns or any other corporation or association which may at any time be substituted in its place pursuant to a subsequent resolution of the Authority;

“Purchase Contract” means a purchase contract to be entered into between the Authority and the Underwriter containing the terms of the sale of the 2015 Refunding Bonds;

“**Refunded Bonds**” means the callable 2007 Bonds currently outstanding in the amount of \$3,400,000, dated December 28, 2007, and maturing in various amounts on January 1 of the years 2019-2032;

“**Registered Owner**” means the registered owner of any 2015 Refunding Bonds, as of the Record Date, as reflected on the registry books of the Authority, which are kept and maintained by the Registrar on behalf of the Authority;

“**Record Date**” means, with respect to the 2015 Refunding Bonds, the fifteenth day (whether or not a Business Day) of the calendar month next preceding each interest date in the event that the interest payment date is the first day of a month or the first day (whether or not a Business Day) of the calendar month preceding each interest payment date in the event that the interest payment date is the fifteenth (15th) day of the month;

“**Registrar**” means the registrar or bond registrar for the 2015 Refunding Bonds, if any, appointed pursuant to the General Bond Resolution and its successors and assigns or any other corporation or association which may at any time be substituted in its place pursuant to a subsequent resolution of the Authority;

“**Underwriter**” means such firm or firms as the Authority shall appoint as underwriters and purchasers of the 2015 Refunding Bonds.

Section 103. Incorporation of General Bond Resolution. This 2015 Supplemental Resolution supplements and amends the General Bond Resolution. The General Bond Resolution is incorporated herein by reference thereto.

Section 104. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in the 2015 Supplemental Resolution, on the part of the Authority or the Trustee to be performed should be contrary to law, then such covenant or covenants, agreement or agreements, shall be deemed separable from the remaining covenants and agreements and shall in no way affect the validity of the other provisions of the 2015 Supplemental Resolution or of any 2015 Refunding Bonds.

(End of Article I)

ARTICLE II

Section 201. Authority for 2015 Supplemental Resolution. This 2015 Supplemental Resolution is adopted pursuant to the Act and the General Bond Resolution and the Authority has ascertained and hereby determines that each and every act, matter, thing or course of conduct as to which provision is made in this 2015 Supplemental Resolution is appropriate in order to carry out and effectuate the purposes of the Authority in accordance with the Act and the General Bond Resolution to further secure the payment of the principal of and interest on the 2015 Refunding Bonds.

Section 202. 2015 Refunding Bonds to Constitute Additional Bonds. The 2015 Refunding Bonds shall constitute Additional Bonds as such term is defined in the General Bond Resolution and shall be issued pursuant to and in accordance with Sections 3.01 and 3.02 of the General Bond Resolution.

Section 203. 2015 Supplemental Resolution to Constitute Contract. In consideration of the purchase and acceptance of the 2015 Refunding Bonds by those who shall hold the same from time to time, the provisions of this 2015 Supplemental Resolution shall be deemed to be and shall constitute a contract between the Authority, the Trustee and the holders from time to time of the 2015 Refunding Bonds; the pledge made in this 2015 Supplemental Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the holders of any and all of the 2015 Refunding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any other Bonds of the Authority except as expressly provided in or pursuant to the General Bond Resolution.

Section 204. Book-Entry System.

(1) Except as provided in paragraph (3) of this Section 204, the Registered Owner of all of the 2015 Refunding Bonds shall be The Depository Trust Company, New York, New York (“DTC”) and the 2015 Refunding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Payment of interest on any 2015 Refunding Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the interest payment date for the 2015 Refunding Bonds at the address indicated on the Record Date for Cede & Co. in the registry books of the Authority kept by the Trustee.

(2) The 2015 Refunding Bonds shall be issued initially in the form of one authenticated fully registered bond for each separate stated maturity of the 2015 Refunding Bonds in the principal amount of each such maturity. Upon initial issuance, the ownership of each such bond shall be registered in the registry book of the Authority kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. The Trustee and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the 2015 Refunding Bonds registered in its name for the purposes of payment of the principal or redemption price of and interest on the 2015 Refunding Bonds, selecting the 2015 Refunding Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the holder of a 2015 Refunding Bond under the General Bond Resolution, registering the transfer of 2015 Refunding Bonds, obtaining any consent or other action to be taken by holders of 2015 Refunding Bonds and for all other purposes whatsoever; and neither the Trustee nor the Authority shall be affected

by any notice to the contrary. Neither the Trustee nor the Authority shall have any responsibility or obligation to any DTC participant, any person claiming a beneficial ownership interest in the 2015 Refunding Bonds under or through DTC or any DTC participant, or any other person which is not shown on the registration books of the Authority kept by the Trustee as being a holder of a 2015 Refunding Bond. The Authority, the Trustee, and the Paying Agent shall have no responsibility with respect to the accuracy of any records maintained by DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the 2015 Refunding Bonds; the payment by DTC or any DTC participant to any beneficial owner of any amount in respect of the principal or redemption price of or interest on the 2015 Refunding Bonds; the delivery to any DTC participant or any beneficial owner of any notice which is permitted or required to be given to holders of the 2015 Refunding Bonds under the General Bond Resolution; the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the 2015 Refunding Bonds; or any consent given or other action taken by DTC as the holder of the 2015 Refunding Bonds. The Paying Agent shall pay the principal or redemption price of and interest on the 2015 Refunding Bonds only to or “upon the order of” (as that term is used in the Uniform Commercial Code as adopted in the State of New Jersey) Cede & Co., as nominee of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority’s obligations with respect to the principal or redemption price of and interest on the 2015 Refunding Bonds to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC had determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the words “Cede & Co.” in this 2015 Supplemental Resolution shall refer to such new nominee of DTC.

(3) In the event the Authority determines that it is in the best interest of the beneficial owners of the 2015 Refunding Bonds that they be able to obtain bond certificates, the Authority may notify DTC and the Trustee, whereupon DTC will notify the DTC participants of the availability through DTC of bond certificates. In such event, the Trustee shall authenticate, transfer and exchange bond certificates as requested by DTC and any other holder of a 2015 Refunding Bond in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 2015 Refunding Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and Trustee shall be obligated to deliver bond certificates as described in the General Bond Resolution. In the event bond certificates are issued to holders of the 2015 Refunding Bonds other than DTC, the provisions of the General Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal or redemption price of and interest on such certificated 2015 Refunding Bonds. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice (a) to make available one or more separate certificates evidencing the 2015 Refunding Bonds to any DTC participant having 2015 Refunding Bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the 2015 Refunding Bonds.

(4) Notwithstanding any other provision of the General Bond Resolution to the contrary, so long as any 2015 Refunding Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or redemption price of and interest on such 2015 Refunding Bonds and all notices with respect to such 2015 Refunding Bonds shall

be made and given to DTC as provided in the representation letter to be entered into on or prior to the date of issuance and delivery of the 2015 Refunding Bonds by and among DTC, the Authority and the Trustee.

(5) In connection with any notice or other communication to be provided to the holders of the 2015 Refunding Bonds pursuant to the General Bond Resolution by the Authority or the Trustee with respect to any consent or other action to be taken by the holders of the 2015 Refunding Bonds, so long as any 2015 Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

Section 205. Estimated Cost of 2015 Refunding Project. The Authority hereby determines that the aggregate estimated Cost (as defined in the Act) of the 2015 Refunding Project will not exceed \$3,850,000, inclusive of any original issue discount and all reserves, and exclusive of accrued interest and original issue premium on the 2015 Refunding Bonds.

Section 206. Debt Service Reserve Fund. The Authorized Officers, with the advice of the Authority's Financial Advisor and Bond Counsel, are hereby authorized and directed to determine the Reserve Requirement for the 2015 Refunding Bonds, to obtain a Reserve Fund Credit Support for all or a portion of such Debt Service Reserve Requirement, if they determine it to be in the best financial interests of the Authority, and to establish a separate Debt Service Reserve Fund or an account in the Debt Service Reserve Fund with respect to the 2015 Refunding Bonds, as they shall determine to be necessary or appropriate.

(End of Article II)

ARTICLE III

Section 301. Authorization and Purpose of the 2015 Refunding Bonds. The 2015 Refunding Bonds of the Authority in the principal amount of not to exceed \$3,850,000 are hereby authorized to be issued for the purpose of paying the Cost of the 2015 Refunding Project, such 2015 Refunding Bonds to be entitled in the manner determined by the Authority.

Section 302. Covenant To Pay Principal and Interest. The Authority hereby covenants and agrees with and for the benefit of the holders, from time to time, of the 2015 Refunding Bonds that it will pay interest on and principal of the 2015 Refunding Bonds when due.

Section 303. Description of 2015 Refunding Bonds.

(1) Term. The 2015 Refunding Bonds shall be issued in fully registered form with interest rates fixed to maturity, shall be dated the date and shall bear interest at the rate or rates, and shall mature on the date and in the years and in the amounts (subject to prior redemption) as provided herein, on the date and in each year as provided in a Certificate as provided in subparagraph (2) of this Section.

(2) Delegation to Issue 2015 Refunding Bonds. The Chairman and Treasurer of the Authority are hereby designated as the individuals who shall have the power to sell and to award the 2015 Refunding Bonds on behalf of the Authority to the purchasers thereof, including the power to determine, among other things (a) the amount of 2015 Refunding Bonds to be issued, in an amount not to exceed \$3,850,000, (b) the time and the manner of sale of the 2015 Refunding Bonds, (c) the dated date, the denominations, designation and numbers, rate or rates of interest to be borne by the 2015 Refunding Bonds, sinking fund installments, if any, and (d) such other terms and conditions as may be necessary or related to the sale of the 2015 Refunding Bonds, and the Chairman and Treasurer of the Authority are hereby authorized to execute a Purchase Contract or other similar document, if any, in connection with the sale of the 2015 Refunding Bonds with the Underwriter. The Chairman and Treasurer of the Authority are hereby authorized to award the 2015 Refunding Bonds to the Underwriter thereof. Such award shall be evidenced either by the execution of a certificate by the Chairman or Treasurer (the "Certificate") or by the execution of a Purchase Contract or other similar document containing all the terms of the 2015 Refunding Bonds required by this 2015 Supplemental Resolution. Such Purchase Contract and such Certificate, if any, shall determine the terms and conditions relating to the sale of the 2015 Refunding Bonds, including the rate or rates of interest to be borne by the 2015 Refunding Bonds, the Underwriter's discount, if any, which is payable to the Underwriter in connection with the sale of the 2015 Refunding Bonds; provided however, that without the further authorization of the Authority, the rate or rates of interest to be borne by the 2015 Refunding Bonds shall not exceed six percent (6.00%) per annum, the Underwriter's discount for the 2015 Refunding Bonds shall not exceed \$6.50 per \$1,000 principal amount of such 2015 Refunding Bonds, and provided further, that the final maturity of the 2015 Refunding Bonds shall not be later than January 1, 2032 unless approved in the Certificate. Such Purchase Contract, or other similar document, or such Certificate shall contain such other terms and conditions as shall be deemed to be necessary in connection with the sale of the 2015 Refunding Bonds. Such sale and award of the 2015 Refunding Bonds by the Chairman or Treasurer shall be evidenced by the execution of the Purchase Contract and/or Certificate by the Chairman or

Treasurer as of the date of the sale and the award of the 2015 Refunding Bonds and such Purchase Contract and/or Certificate shall be presented to the members of the Authority at the next regular meeting of the Authority following such sale and award as evidence of the terms and details of the sale of such 2015 Refunding Bonds.

(2) Denomination and Place of Payment. The 2015 Refunding Bonds shall be issued in book-entry only form, fully registered, without coupons to The Depository Trust Company, as Securities Depository. All other terms and conditions with respect to the payment of the principal of and interest on the 2015 Refunding Bonds shall be as provided in this 2015 Supplemental Resolution.

(3) Form of 2015 Bonds. The 2015 Refunding Bonds shall be in substantially the form contained in the General Bond Resolution.

Section 304. Appointment of Paying Agent and Registrar. In accordance with the provisions of the General Bond Resolution, the Authority may appoint such firm or firms (with such appointee being referred to herein as the “Bank”) to serve as Paying Agent (the “Paying Agent”) and Registrar (the “Registrar”) for the 2015 Refunding Bonds as part of the sale, award and issuance of the 2015 Refunding Bonds pursuant to Section 302(2) herein. The Bank shall accept and carry out its duties and obligations as Paying Agent and Registrar as provided in and as required by the terms of the General Bond Resolution.

Section 305. Execution of 2015 Refunding Bonds. The Chairman or Vice-Chairman of the Authority is hereby authorized to execute by the manual or facsimile signature the 2015 Refunding Bonds in the name and on behalf of the Authority attested by the manual or facsimile signature of its Secretary or Assistant Secretary.

Section 306. Issuance of the 2015 Refunding Bonds and Application of Proceeds of Sale. The 2015 Refunding Bonds authorized by Section 301 are hereby directed to be executed by or on behalf of the Authority and delivered to the Trustee for authentication by the Trustee, and thereupon the 2015 Refunding Bonds shall be authenticated by the Trustee, and upon fulfillment of the conditions set forth in Section 3.02 of the General Bond Resolution, delivered by the Trustee to the Authority or upon its order. All of the proceeds of sale of the 2015 Refunding Bonds, including accrued interest (if any) received upon delivery thereof, shall, simultaneously with the issuance of the 2015 Refunding Bonds, be paid and applied by the Authority in accordance with the General Bond Resolution as supplemented by this 2015 Supplemental Resolution, if applicable, and as provided in an order of the Authority executed by the Treasurer of the Authority consistent with the General Bond Resolution.

Section 307. No Recourse on the 2015 Refunding Bonds. No recourse shall be had for the payment of the principal of or the interest on the 2015 Refunding Bonds or for any claim based thereon or on the 2015 Supplemental Resolution or the General Bond Resolution against any member or other officer of the Authority or any person executing the 2015 Refunding Bonds. The 2015 Refunding Bonds are not and shall not be in any way a debt or liability of the State of New Jersey or of any county or municipality and do not and shall not create or constitute any indebtedness, liability or obligation of said State or of any county or municipality, either legal, moral or otherwise.

Section 308. Determination as to 2015 Refunding Bonds Being Additional Bonds.

The Authority does hereby find and determine (a) that the 2015 Refunding Bonds constitute Additional Bonds pursuant to Section 3.02 of the General Bond Resolution; (b) that such 2015 Refunding Bonds shall be issued in accordance with the conditions set forth in Section 3.02 of the General Bond Resolution; and (c) that such 2015 Refunding Bonds shall be on a parity with all Bonds including any Series of Additional Bonds issued pursuant to the General Bond Resolution.

Section 309. Execution of Purchase Contract for 2015 Refunding Bonds. The 2015 Refunding Bonds are hereby authorized to be sold to such underwriter or underwriters (the “**Underwriter**”) at a purchase price to be set forth in the Purchase Contract (which sum shall represent the par amount of the 2015 Refunding Bonds to be delivered less an Underwriter’s discount to be determined in the amount not exceeding \$6.50 per \$1,000 of 2015 Refunding Bonds sold and any original issue discount or premium to be determined in the Purchase Contract), plus accrued interest on the 2015 Refunding Bonds from their dated date to but not including the date of delivery thereof. The Chairman and Treasurer are hereby authorized to execute the Purchase Contract on behalf of the Authority with the Underwriter in the form satisfactory to bond counsel in accordance with the provisions of this 2015 Supplemental Resolution. The signature of the Chairman or Treasurer on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals.

Section 310. Approval of Official Statement. The Authority hereby approves the preparation and the distribution of the Preliminary Official Statement on behalf of the Authority in the form approved or to be approved by the Treasurer. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Authority by the Treasurer. The Preliminary Official Statement shall be prepared in final form in connection with the issuance of the 2015 Refunding Bonds and the Treasurer is authorized to execute the Official Statement and any certificates necessary in connection with the distribution of the Official Statement. Final Official Statements shall be delivered to the Underwriter within the earlier of seven (7) business days following the sale of the 2015 Refunding Bonds or to accompany the Underwriter’s confirmations that request payment for the 2015 Refunding Bonds.

Section 311. Escrow Agreement. To effectuate the refunding and defeasance of the Refunded Bonds, the Authority hereby approves the preparation and the execution of an escrow agreement by and between the Authority and the Trustee (the “**Escrow Agreement**”) in the form approved or to be approved by the Treasurer. The Escrow Agreement may be executed by either the Chairman, Vice-Chairman or Treasurer and Attested to by the Secretary or Assistant Secretary.

Section 312. Verification Agent. To effectuate the refunding and defeasance of the Refunded Bonds, the Treasurer shall appoint a professional accounting or financial advisory firm to serve as Verification Agent (the “**Verification Agent**”) for the 2015 Refunding Bonds. The Verification Agent shall verify the mathematical computations performed initially by the Underwriter and related to the 2015 Refunding Bonds, the 2007 Bonds and the investment of certain funds in accordance with the terms of the Escrow Agreement.

Section 313. Ratification of Prior Actions; Authorization to Execute and Distribute Documents. All actions taken by the Authority, the Chairperson, Treasurer, and the Authority Board prior to adoption of this Resolution in connection with the issuance of the 2015 Refunding Bonds are hereby ratified and affirmed. The Authority's auditor, Ford, Scott & Associates, LLC, and Bond Counsel, Fleishman Daniels Law Offices, LLC, and Financial Advisor, Phoenix Advisors, LLC are each hereby authorized to prepare the preliminary Official Statement, the final Official Statement, and 2015 Refunding Bonds, and to arrange for the printing or reproduction of the 2015 Refunding Bonds and the printing of the preliminary Official Statement and the final Official Statement, as required. The Chairperson and Treasurer of the Authority are authorized to execute any certificates necessary in connection with the distribution of the Official Statement and the issuance of and sale of the 2015 Refunding Bonds.

Section 314. Additional Acts. The Chairman and Treasurer of the Authority, and staff and consultants of the Authority are hereby authorized and directed to effectuate the terms of this 2015 Supplemental Resolution in connection with the issuance, sale and delivery of the 2015 Refunding Bonds.

(End of Article III)

ARTICLE IV

Section 401. Payments Under Bond Insurance Policy. If necessary, the Treasurer shall arrange for any necessary bond insurance in order to obtain the best possible rates and the most cost effective financing in accordance with the recommendation of the Underwriter. To the extent that bond insurance is necessary, the bond insurer shall be deemed to be the sole holder of the 2015 Refunding Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the 2015 Refunding Bonds are entitled to take pursuant to the General Bond Resolution.

Section 402. Continuing Market Disclosure. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the 2015 Refunding Bonds are not exempt from the Rule, for so long as the 2015 Refunding Bonds remain outstanding (unless the 2015 Refunding Bonds have been wholly defeased), the Authority shall provide for the benefit of the holders of the 2015 Refunding Bonds and the beneficial owners thereof all information required under the Rule.

If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this 2015 Supplemental Resolution, insofar as the provision of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

The Treasurer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this 2015 Supplemental Resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule or would have been in compliance with the Rule if such amended undertaking had been entered into at the time of the issuance of the 2015 Refunding Bonds.

In the event that the Authority fails to comply with the Rule or the written contracts or undertakings specified in this 2015 Supplemental Resolution, the Authority shall not be liable for monetary damages, remedy being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 403. Covenant of Authority as to Compliance with Federal Tax Matters. The Authority hereby covenants that it will take all actions within its control that are necessary to assure that interest on the 2015 Refunding Bonds, the 2007 Bonds and any Additional Bonds is excludable from gross income under the Code and the Authority will refrain from taking any action that would adversely affect the exclusion of interest on the 2015 Refunding Bonds, the 2007 Bonds and any Additional Bonds from gross income under the provisions of the Code.

Section 404. Bank Qualification. After due investigation, the Authority does not reasonably anticipate that the amount of qualified tax-exempt obligations required to be taken into account under Section 265(b) of the Code that are to be issued by it and subordinate entities of the Authority in the calendar year ending December 31, 2015, will exceed \$10,000,000. The Authority hereby designates the 2015 Refunding Bonds as "qualified tax-exempt obligations" as defined in and for purposes of Section 265 of the Code.

Section 405. Authority May Issue Other Bonds, Including Subordinate Bonds, to Finance Other Projects. Nothing in the General Bond Resolution, including without limitation Section 13.02 thereof, shall limit the power of the Authority to issue other bonds under other resolutions, including the issuance of subordinate bonds, for the purpose of financing other projects or from pledging the revenues of such other projects for the payment of the bonds issued to finance such other projects.

Section 406. Effective Date. This 2015 Supplemental Resolution shall take effect immediately; provided however that the issuance of the 2015 Refunding Bonds shall be contingent on the issuance of findings in connection therewith by the Local Finance Board and the acknowledgment of such findings by the members of the Authority. The Secretary of the Authority is hereby directed to publish a notice of adoption as provided in the Act.

Section 407. Advertisement of Adoption; Filing. The Secretary or any member, officer or staff member of the Authority is hereby authorized and directed to file a certified copy of the 2015 Supplemental Resolution for public inspection in the office of the Authority and in the office of the Clerk of Egg Harbor Township and to cause a notice of the adoption of this Resolution to be published in “**The Press of Atlantic City**” and “**Mainland Journal**”, legally qualified public newspapers circulating in the district of the Authority, in substantially the form attached hereto as **Exhibit “A”** and by this reference made a part hereof. The Secretary or any member, officer or staff member of the Authority is further authorized and directed to file a certified copy of this 2015 Supplemental Resolution and any resolutions supplemental thereto and a summary of the dates, amounts maturities and interest relates of all obligations issued pursuant hereto, all in accordance with Section 67 of the Act.

Section 408. Repealer. All prior resolutions or parts thereof inconsistent herewith are hereby repealed.

(End of Article IV)

CERTIFICATE

I, **THERESA PRENDERGAST**, Secretary of The Egg Harbor Township Municipal Utilities Authority (the “Authority”), a public body politic and corporate of the State of New Jersey, **HEREBY CERTIFY** that the foregoing resolution entitled: “SUPPLEMENTAL BOND RESOLUTION OF THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR THE PURPOSE OF AUTHORIZING THE REFUNDING OF THE AUTHORITY’S 2007 BONDS; STATING THE ESTIMATED COST OF THE AFORESAID REFUNDING; AUTHORIZING THE INCURRENCE OF DEBT BY THE ISSUANCE OF THE AUTHORITY’S REVENUE REFUNDING BONDS, SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,850,000 TO ADVANCE REFUND THE 2007 BONDS AND TO PAY THE COSTS OF ISSUANCE OF THE 2015 BONDS; SETTING FORTH THE PROVISIONS OF THE 2015 BONDS; PROVIDING FOR THE SALE OF THE 2015 BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE CONTRACT FOR THE SALE OF THE 2015 BONDS; AUTHORIZING THE ADVANCE REFUNDING OF THE 2007 BONDS; COVENANTING TO PAY PRINCIPAL AND INTEREST ON THE 2015 BONDS; COVENANTING TO COMPLY WITH THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AUTHORIZING EXECUTION AND DELIVERY OF THE 2015 BONDS; AND PROVIDING FOR MATTERS RELATED THERETO”, is a true copy of an original bond resolution which was adopted at a meeting of the Authority which was duly called and held on March 18, 2015, and at which a quorum was present and acted throughout, and that said copy has been compared by me with the original resolution officially recorded in the records of the Authority and that it is a true, correct and complete transcript thereof and of the whole of said

resolution, and that said original resolution has not been altered, amended or repealed, but is in the form attached as of the date hereof in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this 18th day of March, 2015.

(SEAL)

Theresa Prendergast, Secretary

EXHIBIT "A"

THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

NOTICE OF ADOPTION OF BOND RESOLUTION

PUBLIC NOTICE is hereby given that a bond resolution entitled: "SUPPLEMENTAL BOND RESOLUTION OF THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR THE PURPOSE OF AUTHORIZING THE REFUNDING OF THE AUTHORITY'S 2007 BONDS; STATING THE ESTIMATED COST OF THE AFORESAID REFUNDING; AUTHORIZING THE INCURRENCE OF DEBT BY THE ISSUANCE OF THE AUTHORITY'S REVENUE REFUNDING BONDS, SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,850,000 TO ADVANCE REFUND THE 2007 BONDS AND TO PAY THE COSTS OF ISSUANCE OF THE 2015 BONDS; SETTING FORTH THE PROVISIONS OF THE 2015 BONDS; PROVIDING FOR THE SALE OF THE 2015 BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE CONTRACT FOR THE SALE OF THE 2015 BONDS; AUTHORIZING THE ADVANCE REFUNDING OF THE 2007 BONDS; COVENANTING TO PAY PRINCIPAL AND INTEREST ON THE 2015 BONDS; COVENANTING TO COMPLY WITH THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AUTHORIZING EXECUTION AND DELIVERY OF THE 2015 BONDS; AND PROVIDING FOR MATTERS RELATED THERETO" (the "Bond Resolution") was adopted by The Egg Harbor Township Municipal Utilities Authority (the "Authority") on March 18, 2015; that copies of the Bond Resolution have been filed and are available for public inspection in the office of the Township Clerk of the Township of Egg Harbor, in the County of Atlantic, New Jersey, and in the office of the Authority, 3515 Bargaintown Road, Egg Harbor Township, New Jersey and that any action or proceeding of any kind or nature in any court questioning the validity or proper authorization of bonds provided for by the Bond Resolution, or the validity of any covenants, agreements or contracts provided for by the Bond Resolution, shall be commenced within twenty (20) days after the first publication of this notice, which was first published this __ day of March, 2015.

**THE EGG HARBOR TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**

By: /s/ Theresa Prendergast
Secretary

RESOLUTION NO. 31 - 2015

**A RESOLUTION AUTHORIZING THE FILING OF AN
APPLICATION FOR A CONSTRUCTION LOAN FROM THE
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
UNDER THE CONSTRUCTION FINANCING PROGRAM**

Applicant: **THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY, COUNTY OF ATLANTIC**

Project Number: **S340753-04**

WHEREAS, in accordance with the terms of that certain Resolution No. 83 -2014, entitled "Resolution Authorizing The Issuance Of Not Exceeding \$2,100,000 Subordinate Bonds (Series 2015) Of The Egg Harbor Township Municipal Utilities Authority And Providing For Their Sale To The New Jersey Environmental Infrastructure Trust And The State Of New Jersey, Acting By And Through The New Jersey Department Of Environmental Protection And Authorizing The Execution And Delivery Of Certain Agreements In Connection Therewith, All Pursuant To The 2015 New Jersey Environmental Trust Financing Program; And Determining Certain Other Matters In Connection Therewith" (the "**Authority Subordinate Bond Resolution**"), the Egg Harbor Township Municipal Utilities Authority (the "**Authority**") has determined that there exists a need to finance a project consisting of the lining and replacement of a deteriorating Reinforced Concrete Pipe (RCP) gravity interceptor main on Washington Avenue that originates in Egg Harbor Township and terminates at the boundary of the City of Pleasantville (the "**Washington Avenue Interceptor Project**"), and

WHEREAS, it is the desire of the Authority to obtain financing for such Washington Avenue Interceptor Project through participation in the environmental infrastructure financing program (the "**Environmental Infrastructure Financing Program**") of the New Jersey Environmental Infrastructure Trust (the "**Trust**"); and

WHEREAS, the Authority desires to temporarily finance the Washington Avenue Interceptor Project prior to the closing of a permanent loan under the Environmental Infrastructure Financing Program with the proceeds of a short-term loan in an aggregate principal amount of up to One Million Four Hundred Thirty Thousand Dollars (\$1,430,000) to be made by the Trust (the "**Construction Loan**") to the Authority pursuant to the Construction Financing Program (the "**Construction Financing Program**"); and

WHEREAS, the Authority intends to issue to the Trust and DEP its general obligation bonds or notes in a maximum aggregate principal amount of One Million Four Hundred Thirty Thousand Dollars (\$1,430,000), which amount shall be sufficient to pay the costs of the Washington Avenue Interceptor Project, including engineering, legal and the other soft costs associated with the issuance of such bonds or notes.

NOW, THEREFORE, BE IT RESOLVED BY THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AS FOLLOWS:

Section 1. That the Authority, by and through its Authorized Representatives (as hereinafter specified), is hereby authorized to file an application for the Construction Loan and to execute and deliver all additional certifications, instruments, notes and other documents as may be required in connection with the Construction Financing Program for the Washington Avenue Interceptor Project, including without limitation a negotiable note of the Authority to be issued to the Trust in an aggregate principal amount of up to One Million Four Hundred Thirty Thousand Dollars (\$1,430,000). The terms of the Note shall be as set forth in a subsequent resolution or resolutions of the Authority.

Section 2. That the Authority Treasurer and Authority Engineer are each hereby authorized to act as the Authorized Representatives to represent the Authority in all matters relating to the Construction Loan for the Washington Avenue Interceptor Project. The Authorized Representatives may be contacted at the Egg Harbor Township Municipal Utilities Authority, 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234, Phone No. 609-927-2303.

Section 3. This Resolution shall take effect immediately.

Recorded Vote

AYE	NO	ABSTAIN	ABSENT
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Nathan Davis, Jr.
Michael Duffy
Theresa Prendergast
Henry C. Schwemm
Charles Pfrommer
Theresa Moschetto

The foregoing is a true copy of a Resolution adopted by the Authority on March 18, 2015.

Theresa Prendergast, Secretary

SECRETARY'S CERTIFICATE

I, Theresa Prendergast, Secretary of the Egg Harbor Township Municipal Utilities Authority, a public body public and corporate of the State of New Jersey, hereby certify that the foregoing Resolution entitled "A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A CONSTRUCTION LOAN FROM THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST UNDER THE CONSTRUCTION FINANCING PROGRAM AND AUTHORIZING THE ISSUANCE OF A CONSTRUCTION LOAN NOTE IN CONNECTION THEREWITH" is a true and correct copy of an original Resolution duly adopted by a majority vote of the members of the Egg Harbor Township Municipal Utilities Authority at a meeting of said Authority duly and regularly called and held on March 18, 2015; that public notice of said meeting was given in the manner provided by law; that said Resolution and the votes of the members thereon have been duly recorded upon the minutes of the Authority; and that this Resolution has not been amended or rescinded and remains in full force and effect as of this 18th day of March, 2015.

Theresa Prendergast, Secretary
Egg Harbor Township Municipal Utilities Authority

Resolution No. 32 – 2015

RESOLUTION OF THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE CONSTRUCTION FINANCING 2016 TRUST LOAN PROGRAM OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$1,430,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY IN FAVOR OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, ALL PURSUANT TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST CONSTRUCTION FINANCING 2016 TRUST LOAN PROGRAM

WHEREAS, in accordance with the terms of that certain Resolution No. 83 -2014, entitled “Resolution Authorizing The Issuance Of Not Exceeding \$2,100,000 Subordinate Bonds (Series 2015) Of The Egg Harbor Township Municipal Utilities Authority And Providing For Their Sale To The New Jersey Environmental Infrastructure Trust And The State Of New Jersey, Acting By And Through The New Jersey Department Of Environmental Protection And Authorizing The Execution And Delivery Of Certain Agreements In Connection Therewith, All Pursuant To The 2015 New Jersey Environmental Trust Financing Program; And Determining Certain Other Matters In Connection Therewith” (the “**Authority Subordinate Bond Resolution**”), the Egg Harbor Township Municipal Utilities Authority (the “**Authority**”) has determined that there exists a need to finance a project consisting of the lining and replacement of a deteriorating Reinforced Concrete Pipe (RCP) gravity interceptor main on Washington Avenue that originates in Egg Harbor Township and terminates at the boundary of the City of Pleasantville (the “**Washington Avenue Interceptor Project**”), and

WHEREAS, it is the desire of the Authority to obtain financing for such Washington Avenue Interceptor Project through participation in the environmental infrastructure financing program (the “**Environmental Infrastructure Financing Program**”) of the New Jersey Environmental Infrastructure Trust (the “**Trust**”); and

WHEREAS, the Authority has determined to temporarily finance the construction of the Washington Avenue Interceptor Project prior to the permanent closing with respect to the Environmental Infrastructure Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the Trust (the “**Construction Loan**”) to the Authority, pursuant to the Construction Financing Program of the Trust (the “**Construction Financing Program**”); and

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Authority to the Trust with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Authority to issue and sell to the Trust the “Note Relating to the Construction Financing Program of the New Jersey Environmental Infrastructure Trust” in an aggregate principal amount of up to \$1,430,000 (the “**Note**”); and

WHEREAS, it is the desire of the Authority to authorize, execute, attest and deliver the Note to the Trust pursuant to the terms of (i) the “Municipal and County Utilities Authority Law”, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State of New Jersey (codified at N.J.S.A. 40:14B-1 *et seq.*, as the same may from time to time be amended and supplemented) (the “**Authority Enabling Act**”) and the “Local Authorities Fiscal Control Law”, constituting Chapter 313 of the Pamphlet Laws of 1983 of the State of New Jersey (codified at N.J.S.A. 40A:5A-1 *et seq.*), as the same may from time to time be amended and supplemented (the “**Local Authorities Fiscal Control Law**”); and

WHEREAS, Section 12 of the Local Authorities Fiscal Control Law and N.J.S.A. 58:11B-9 each allow for the sale of the Note to the Trust, without any public offering, all pursuant to the terms and conditions set forth therein; and

WHEREAS, in the Authority Subordinate Bond Resolution, the Authority has covenanted to pay the Authority Subordinate Bonds (as defined in the Authority Subordinate Bond Resolution) from the Pledged Revenues (as defined in the Authority Subordinate Bond Resolution), subject to the rights of the holders of all Bonds (as defined in the Authority Subordinate Bond Resolution) to receive payment in full of all payments on such Bonds before the holders of any of the Authority Subordinate Bonds are entitled to receive any payment from the Pledged Revenues; and

WHEREAS, the Authority and the Township of Egg Harbor, in the County of Atlantic, New Jersey (the “**Township**”) have heretofore entered into a Service Agreement, dated November 1, 1968 (the “**Service Agreement**”); and

WHEREAS, Section 2.03 of the Service Agreement provides that the Authority may at any time improve, alter, upgrade, renew or replace any part of the System (as defined in the Service Agreement) provided such improvements are approved by the Township; and

WHEREAS, the Township by Resolution adopted on December 17, 2014, approved the issuance of the Authority Subordinate Bonds for purposes of Section 2.03 of the Service Agreement and agreed that the Authority Subordinate Bonds shall be included in the definition of “Bonds” for purposes of the Service Agreement; and

WHEREAS, the Authority is desirous of authorizing the issuance of the Note to the Trust and to secure the payment of the Note with the Pledged Revenues in accordance with the Authority Subordinate Bond Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AS FOLLOWS:

Section 1. In accordance with Section 12 of the Local Authorities Fiscal Control Law and N.J.S.A. 58:11B-9, the Authority hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been authorized by the resolution of the Authority, which resolution is entitled “A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A CONSTRUCTION LOAN FROM THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST UNDER THE CONSTRUCTION FINANCING PROGRAM” (the “**Authority Note Resolution**”) and was finally adopted by the Authority at a meeting duly called and held on March 18, 2015, at which time a quorum was present and acted throughout, all pursuant to the terms of the Authority Enabling Act, the Local Authorities Fiscal Control Law and other applicable law.

Section 2. The Chairman or Treasurer of the Authority (the “**Authorized Authority Officers**”) are hereby authorized to determine pursuant to the terms and conditions hereof and of the Authority Note Resolution (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Authorized Authority Officers pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Authority hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$1,430,000;
- (b) the maturity of the Note shall be determined by the Trust;
- (c) the interest rate of the Note shall be determined by the Trust;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered “CFP-__-__”;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Chairperson or Treasurer of the Authority under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Secretary of the Authority (the “**Secretary**”).

Section 5. The Note shall be substantially in the form attached hereto as **Exhibit A**.

Section 6. The Authority hereby covenants and agrees with the holders of the Note and makes provisions which shall be a part of its contract with such holders, that the Authority will pay or cause to be paid from the Pledged Revenues the principal of the Note and the interest thereon at the date and place and in the manner mentioned in such Note according to the true intent and meaning thereof and will carry out and perform all of the acts and things required of it by the terms of this Resolution and any subsequent resolution applicable thereto.

Section 7. The law firm of Fleishman Daniels Law Offices, LLC is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the Trust for the Interim Financing Program, to arrange for same.

Section 8. The Authorized Authority Officers of the Authority are hereby further authorized to (i) execute and deliver, and the Secretary is hereby further authorized to attest to such execution and to affix the corporate seal of the Authority to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Authority Officers, in their respective sole discretion, after consultation with counsel and any advisors to the Authority and after further consultation with the Trust and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Authority in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Authority Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Authority in the Interim Financing Program.

Section 9. This resolution shall take effect immediately.

Section 10. Upon the adoption hereof, the Secretary shall forward certified copies of this resolution to Fleishman Daniels Law Offices, LLC, bond counsel to the Authority, David Zimmer, Executive Director of the Trust, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the Trust.

Recorded Vote

AYE NO ABSTAIN ABSENT

Nathan Davis, Jr.
Michael Duffy
Theresa Prendergast
Henry C. Schwemm
Charles Pfrommer
Theresa Moschetto

The foregoing is a true copy of a Resolution adopted by the Authority on March 18, 2015.

Theresa Prendergast, Secretary

SECRETARY'S CERTIFICATE

I, Theresa Prendergast, Secretary of the Egg Harbor Township Municipal Utilities Authority, a public body public and corporate of the State of New Jersey, hereby certify that the foregoing Resolution entitled "RESOLUTION OF THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING 2016 TRUST LOAN PROGRAM OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$1,430,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY IN FAVOR OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, ALL PURSUANT TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST CONSTRUCTION FINANCING 2016 TRUST LOAN PROGRAM" is a true and correct copy of an original Resolution duly adopted by a majority vote of the members of the Egg Harbor Township Municipal Utilities Authority at a meeting of said Authority duly and regularly called and held on March 18, 2015; that public notice of said meeting was given in the manner provided by law; that said Resolution and the votes of the members thereon have been duly recorded upon the minutes of the Authority; and that this Resolution has not been amended or rescinded and remains in full force and effect as of this 18th day of March, 2015.

Theresa Prendergast, Secretary
Egg Harbor Township Municipal Utilities Authority

EXHIBIT "A"
FORM OF NOTE

THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
NOTE
RELATING TO:
THE CONSTRUCTION FINANCING 2016 TRUST LOAN PROGRAM
OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

§ _____, 2015
CFP- ___ - ___

FOR VALUE RECEIVED, THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a municipal utilities authority, acting as a public body corporate and politic with corporate succession duly created and validly existing pursuant to the laws of the State (as hereinafter defined), including, without limitation, the Borrower Enabling Act (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "Trust"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

"Administrative Fee" means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the Trust may determine from time to time.

"Anticipated Financing Program" means the financing program of the Trust, pursuant to which the Trust will issue its Trust Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

"Anticipated Long Term Loan" means the long term loan made by the Trust to the Borrower from the proceeds of its Trust Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the Trust, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Borrower Note Resolution" means the resolution of the Borrower entitled "RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A CONSTRUCTION LOAN FROM THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST UNDER THE CONSTRUCTION FINANCING PROGRAM

AND AUTHORIZING THE ISSUANCE OF A CONSTRUCTION LOAN NOTE IN CONNECTION THEREWITH”, adopted on March 18, 2015, as amended and supplemented from time to time, pursuant to which this Note has been issued.

“**Borrower Enabling Act**” means the “Municipal and County Utilities Authority Law”, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State (codified at N.J.S.A. 40:15B-1 *et seq.*, as the same may from time to time be amended and supplemented).

“**Code**” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“**Cost**” means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an Authorized Officer of the Trust.

“**Environmental Infrastructure Facilities**” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“**Environmental Infrastructure System**” means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

“**Event of Default**” means any occurrence or event specified in Section 6 hereof.

“**Fund Portion**” means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, which Fund Portion is expected to be refinanced on the Maturity Date from proceeds of a loan to be made to the Borrower by the State, acting by and through the New Jersey Department of Environmental Protection.

“**Interest**” means the interest charged on the Loan at a rate of (a) with respect to the Trust Portion of the Principal, ____%, and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the Trust (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

“**Loan**” means the loan of the Principal, made by the Trust to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

“**Loan Disbursement Requisition**” means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the New Jersey Department of Environmental Protection, in a form to be determined by the Trust and the New Jersey Department of Environmental Protection.

“Local Authority Fiscal Control Law” means the “Local Authorities Fiscal Control Law”, constituting Chapter 313 of the Pamphlet Laws of 1983 of the State (codified at N.J.S.A. 40A:5A-1 *et seq.*), as the same may from time to time be amended and supplemented.

“Maturity Date” means _____, 201_, or such earlier or later date to be determined by the Trust in its sole discretion, which date shall be determined by the Trust to be the date of the closing for the Anticipated Financing Program.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars (\$ _____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the Trust pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the Trust (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the Trust is making the Loan to the Borrower.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“Revenues” means “Pledged Revenues” as defined in the Borrower Note Resolution.

“State” means the State of New Jersey.

“Trust Bonds” means the revenue bonds of the Trust to be issued, as part of the Anticipated Financing Program.

“Trust Portion” means, on any date, an amount equal to twenty-five percent (25%) of the Principal of the Loan on such date, which Trust Portion is expected to be refinanced on the Maturity Date from proceeds of a loan to be made to the Borrower by the Trust.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the Trust:

(a) Organization. The Borrower: (i) is a [municipal][county] [utilities][sewerage] authority, acting as a public body corporate and politic with corporate succession, duly created and validly existing under and pursuant to the Constitution and laws of the State, including, without limitation, the Borrower Enabling Act, and is subject to the Local Authorities Fiscal Control Law; (ii) has full legal right and authority to execute, attest and deliver this Note, to authorize the authentication of this Note, to sell this Note to the Trust, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the authentication of this Note, the sale thereof to the Trust and the due performance of its obligations hereunder and (B)

the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower, duly executed, attested and delivered by Authorized Officers of the Borrower, and duly authenticated by the trustee or the paying agent pursuant to the Borrower Note Resolution. This Note has been duly sold by the Borrower to the Trust and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the adoption of the Borrower Note Resolution, (iii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iv) the authorization, execution, attestation, authentication or delivery of this Note, (v) the issuance of this Note and the sale thereof to the Trust, and (vi) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The authorization, execution, attestation and delivery of this Note by the Borrower, (ii) the authentication of this Note by the trustee or paying agent pursuant to the Borrower Note Resolution, (iii) the adoption of the Borrower Note Resolution, (iv) the sale of this Note to the Trust, (v) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (vi) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the Revenues of the Borrower's Environmental Infrastructure System, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation, authentication and delivery of this Note, for the sale of this Note to the Trust, for the making, observance and performance by the Borrower of its duties, covenants,

obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the Trust is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the Trust relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. The Borrower irrevocably pledges the Revenues in accordance with the terms of, and to the extent provided in, the Borrower Note Resolution, for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the Trust, the Trust may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the Trust in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the Trust from State-aid otherwise payable to any municipality or county to which the Borrower provides services pursuant to a contractual arrangement.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the Trust, which consent may or may not be granted by the Trust in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of Trust Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the Trust, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 151(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 151(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 158(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.158-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the Trust upon prior written notice. The Borrower shall permit the Trust to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the Trust as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the Trust is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee. The Trust shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the Trust of a Loan Disbursement Requisition, each such disbursement and the date thereof to be recorded by an Authorized Officer of the Trust on the table attached as Exhibit A hereto. The latest date upon which the Borrower may submit to the Trust a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the Trust for the sale of its bonds in connection with the Anticipated Financing Program. On the Maturity Date, the Borrower shall repay the Loan to the Trust in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. Any earnings accrued on the undrawn Trust Portion of the Principal of the Loan shall be credited against the Borrower's repayment obligations hereunder. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the Trust. Each payment made to the Trust shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, the Administrative Fee, if obligations hereunder, in whole or in part, upon receipt of the prior written consent of an any, fourth, any late charges, and, finally, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the Trust later than the Maturity Date, a late fee shall be payable to the Trust in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

SECTION 5. Unconditional Obligations. The obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Trust to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the Trust or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the Trust to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the Trust shall have the right to declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the Trust to exercise any remedy or right

accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby agrees that upon demand it shall pay to the Trust the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the Trust pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Egg Harbor Township Municipal Utilities Authority, 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234, Attention: Henry C. Schwemm, Treasurer; and to the Trust at the following address: New Jersey Environmental Infrastructure Trust, P.O. Box 440, Trenton, New Jersey 08625, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the Trust shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the Trust; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the Trust, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the Trust pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the Trust in its sole and absolute discretion.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**EGG HARBOR TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**

[SEAL]

ATTEST:

By: _____
Henry C. Schwemm
Treasurer

Theresa Prendergast,
Authority Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Borrower Note Resolution.

_____,
as Trustee

By: _____
Authorized Signatory

EXHIBIT A

Loan Disbursements

Date of Loan Disbursement	Amount of Loan Disbursement

**EGG HARBOR TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**

RESOLUTION # 33 – 2015

Resolution authorizing payment of all bills out of the Operating Account

BE IT RESOLVED, by the Municipal Utilities Authority that all bills as enumerated on the attached list of bills are hereby authorized to be paid.

Dated: March 18, 2015

Theresa Prendergast, Secretary

Egg Harbor Township Municipal Utilities Authority
Checks Written - Operating Account
As of March 18, 2015

Num	Name	Memo	Amount
Operating Account			
		April Payroll and PERS	-66,962.64
TEPS	State of NJ Health Benefits	Health & Rx - March 2015	-13,224.91
	EHTMUA Petty Cash Account	Reimbursement: Checks 1536-1540; E check	-619.72
9126	Egg Harbor Township - Dental	Dental Benefits - March 2015	-509.55
9127	American Water Capital Corp	Customer No. 305657	-290.95
9128	Crystal Springs	Invoice # 3228663 030115	-29.77
9129	Fleishman * Daniels Law Offices	Invoice # 41715	-2,921.40
9130	Mainland Journal	Acct. # 108712DJ	-320.54
9131	Mossman's Business Machines	Invoice # 136795	-14.47
9132	Office Basics, Inc.	Acct. # 09272303	-20.97
9133	Press of Atlantic City, The	Acct. # 103389	-373.83
9134	Staples Advantage	Customer: PHL 1057418	-122.98
9135	W.B. Mason Co., Inc.	Customer No. C2165338	-39.66
9136	ACE Hardware	Customer #552303	-121.81
9137	Chapman Ford Sales, Inc.	Invoice #FOCS439524/440312	-287.95
9138	Egg Harbor Township - Fuel Usage	Fuel: Sept - Dec 2014	-3,656.33
9139	Johnson & Towers, Inc.	Customer # 15971	-1,689.41
9140	One Call Concepts, Inc.	Account # 12-EGC	-333.96
9141	AT & T	Acct. # 020 595 7994/5499	-101.50
9142	Atlantic City Electric	multiple accounts	-16,229.18
9143	New Jersey American Water Co.	multiple accounts	-454.75
9144	Verizon	Acct. #201 Z42 0142 999 78 Y	-373.92
9145	Verizon Wireless	Acct. # 200702280-00001	-130.95
9146	Atlantic County Utilities Authority	Account No. 143/144	-93,489.65
9147	Caprioni Family Septic	Account # 1448	-9,969.00
9148	City of Somers Point	Flows for 2014 - Anchorage Point	-12,900.00
9149	Polistina & Associates, LLC	February 2015	-59,974.29
9150	Ridgway & Ridgway	February 2015	-13,282.50
Total Operating Account			-298,446.59
TOTAL			-298,446.59

**EGG HARBOR TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**

RESOLUTION # 34 – 2015

Resolution authorizing payment of all bills out of the Developer Account

BE IT RESOLVED, by the Municipal Utilities Authority that all bills as enumerated on the attached list of bills are hereby authorized to be paid.

Dated: March 18, 2015

Theresa Prendergast, Secretary

9:17 AM

03/18/15

Accrual Basis

Egg Harbor Township Municipal Utilities Authority
Checks Written - Developer Account
As of March 18, 2015

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
CB Developer Account			
3171	Polistina and Associates	February 2015	-1,092.50
3172	Ridgway & Ridgway	February 2015	-172.50
Total CB Developer Account			<u>-1,265.00</u>
TOTAL			<u><u>-1,265.00</u></u>

**EGG HARBOR TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**

RESOLUTION # 35 – 2015

Resolution authorizing adjustments to Customer Accounts

BE IT RESOLVED, by the Municipal Utilities Authority that all adjustments as listed on the attached Report(s) of Adjustments are hereby approved.

Dated: March 18, 2015

Theresa Prendergast
Secretary

Egg Harbor Township Municipal Utilities Authority

Monthly Adjustment Report

February 2015

	<u>Date</u>	<u>Num</u>	<u>Account</u>	<u>Reason</u>	<u>Amount</u>
Delinquent Charges					
	02/11/2015	22605	5542-0	Posting Error	-2.46
	02/12/2015	22616	11085-0	Bill not rec'd/ Wrong Address	-0.15
	02/18/2015	22662	12815-0	Good History	-176.32
	02/18/2015	22662	8556-0	Good History	-15.29
	02/18/2015	22662	1176-0	Good History	-46.25
	02/20/2015	22684	7984-0	Good History	-3.69
	02/20/2015	22686	1563-0	Good History	-5.20
	02/23/2015	22700	717-0	Good History	-1.23
User Charges					
Residential					
	02/05/2015	2994	287-0	Fire damage	-283.36
	02/20/2015	3000	126-0	Fire damage	-13.67