

TOWNSHIP OF OCEAN SEWERAGE AUTHORITY
REGULAR MEETING
JUNE 6, 2019

1. Meeting called to Order
2. Pledge of Allegiance
3. Roll Call - Bernhardt, Galvin, Stubbs, Theodora, Villapiano
4. Let the minutes show this meeting is being held in accordance with the requirements of the Open Public Meetings Act of 1975 and adequate notice has been duly posted where required and provided to the Asbury Park Press and the Coaster on February 6, 2019 and mailed to its service communities on February 6, 2019, and posted on its website. The minutes of this meeting will be available after Board approval at a subsequent meeting.

WORK SESSION

5. Executive Director's Report
6. Attorney's Report
7. Engineer's Report
8. Operation Manager's Report
9. Review of resolutions on business session agenda
 - a. Board comments
 - b. Public comment

BUSINESS SESSION

10. Communications
11. Review of Bill List
 - a. Board comments
 - b. Public comment
12. Resolution 19-55: Bill List
13. Consent Agenda
 - a. Approval of minutes of May 7, 2019 meeting
 - b. Approval of Operation Manager's report
 - c. Resolution 19-56: Authorizing award of contract for Oxygen Production and Distribution System Repair and Troubleshooting

d. Resolution 19-57: Resolution determining to finance a sewer improvement project through the New Jersey Infrastructure Bank's Fiscal Year 2019 Construction Financing Loan Program, determining the estimated cost thereof and determining to issue bonds and notes to finance the cost thereof

e. Resolution 19-58: Resolution determining the form and other details of its "Notes Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank", to be issued in the principal amount of up to \$3,500,000, and providing for the issuance and sale of notes to the New Jersey Infrastructure Bank, and authorizing the execution and delivery of such notes by the Township of Ocean Sewerage Authority in favor of the New Jersey Infrastructure Bank, all pursuant to the New Jersey Infrastructure Bank's Fiscal Year 2019 Construction Loan Financing Loan Program

f. Resolution 19-59: Declaring the Township of Ocean Sewerage Authority's official intent to reimburse expenditures for project costs from the proceeds of debt obligations in connection with its participation in the fiscal year 2019 New Jersey Infrastructure Bank's Financing Program

14. Resolution 19-60: Authorizing payment in the amount of \$356,536.74 to Weeks Marine Inc. for Ocean Outfall Replacement Project

15. Resolution 19-61: Authorizing payment in the amount of \$73,224.23 to DeMaio Electrical Company, Inc. for Interlaken Pump Station Reconstruction Project

15. Public Comment

16. Comments by Authority Members

17. Closed Session, if needed

18. Adjournment

BILL LIST

June 3, 2019
03:09 PMTownship of Ocean Sewerage Authority
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: CondensedOpen: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ATLA001 ATLANTIC PLUMBING SUPPLY CORP.	19-00005	12/06/18	GENERAL REPAIRS and SUPPLIES	Open	29.76	0.00		
ATT AT&T MOBILITY	19-00081	01/31/19	TELEPHONE	Open	292.20	0.00		
BRAD CAR BRADLEY CAR CARE	19-00022	12/06/18	TRUCK REPAIRS	Open	224.92	0.00		
CHEMTREA CHEMTREAT	19-00011	12/06/18	UNOX MAINTENANCE CHEMICALS	Open	433.00	0.00		
CINTAS01 CINTAS CORPORATION #062	19-00007	12/06/18	UNIFORM RENTAL	Open	1,073.10	0.00		
CME00001 CME ASSOCIATES	RI000418	05/06/19	ENGINEERING SERVICES - R&I	Open	90.00	0.00		
CON002 MYRIAM C CONDELLO	19-00047	01/13/19	MEDICARE B REIMBURSEMENT	Open	807.00	0.00		
COOP001 COOPER ELECTRIC SUPPLY CO	19-00019	12/06/18	GENERAL REPAIRS and SUPPLIES	Open	94.33	0.00		
D ESPOSI VINCENT D'ESPOSITO	19-00249	05/13/19	CELL PHONE REIMBURSEMENT	Open	100.00	0.00		
DELT001 DELTA DENTAL PLAN OF NJ	19-00009	12/06/18	DENTAL INSURANCE PREMIUMS	Open	2,525.72	0.00		
DEMAIO DeMAIO ELECTRICAL COMPANY, INC	EIT00632	06/03/19	INTERLAKEN PUMP STATION	Open	73,224.23	0.00		
DESAR001 ANDREW G DE SARNO	19-00069	01/23/19	MEDICARE B & D REIMBURSEMENT	Open	1,212.00	0.00		
DIOR001 THOMAS DIORIO	19-00245	05/13/19	CELL PHONE REIMBURSEMENT	Open	50.00	0.00		
DIRECTEN DIRECT ENERGY BUSINESS	19-00271	05/28/19	NATURAL GAS	Open	181.95	0.00		
DUKE0001 DUKE'S ROOT CONTROL, INC.	19-00205	04/16/19	JET POWER II CHEMICAL	Open	3,100.00	0.00		
EAGL001 EAGLE EQUIPMENT INC	19-00218	04/30/19	BOOM REPAIR on JET TRUCK	Open	745.05	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
FENC001 FENCES BY DENTE INC	19-00235	05/09/19	REPAIR FENCE AT WHALEPOND PS	Open	2,439.00	0.00		
GRAI001 GRAINGER WW INC	19-00003	12/06/18	GENERAL REPAIRS and SUPPLIES	Open	686.59	0.00		
GUIR001 JOHN GUIRE CO INC	19-00260	05/16/19	MULCH FOR PLANTING BEDS	Open	99.00	0.00		
HACH001 HACH COMPANY	19-00211	04/23/19	LAB SUPPLIES	Open	980.69	0.00		
HAZEN HAZEN and SAWYER	EIT00628	05/09/19	OCEAN OUTFALL PIPE REPLACE	Open	27,872.75	0.00		
KOCHEL01 DAVID R KOCHER	19-00023	12/06/18	MEDICARE B and D REIMBURSEMENT	Open	1,816.80	0.00		
KWITYN EDWARD KWITYN	19-00174	04/01/19	PHONE REIMBURSEMENT	Open	150.00	0.00		
LIVEVAULT KeepItSafe, Inc. - LiveVault	19-00015	12/06/18	COMPUTER BACKUP	Open	40.00	0.00		
LYONS LYONS ENVIRONMENTAL SERVICES	19-00273	05/28/19	TESTING FOR GREELEY PROCESS	Open	26,276.00	0.00		
MANNA001 MANNA & BONELLO, P.A.	19-00236	05/09/19	LEGAL SERVICES	Open	536.50	0.00		
MASER MASER CONSULTING P.A.	EIT00627	05/02/19	INTERLAKEN PUMP STATION	Open	5,911.80	0.00		
MATT001 MATT'S PEST CONTROL	19-00258	05/15/19	ANNUAL PS MOUSE CONTROL	Open	400.00	0.00		
MCMAS005 MCMASTER-CARR SUPPLY CO.	19-00228	05/06/19	HOSE CLAMPS FOR SLUDGE LINE	Open	26.24	0.00		
MILLE001 DANIEL MILLER	19-00246	05/13/19	CELL PHONE REIMBURSEMENT	Open	16.67	0.00		
MILMOE ALEX MILMOE	19-00250	05/13/19	CELL PHONE REIMBURSEMENT	Open	100.00	0.00		
MIRA001 MIRACLE CHEMICAL CO	19-00265	05/26/19	SODIUM HYPOCHLORITE	Open	4,344.80	0.00		
MODERN01 MODERN GROUP LTD.	19-00257	05/15/19	ANNUAL FORK LIFE MAINTENANCE	Open	530.58	0.00		
NJAM001 NEW JERSEY AMERICAN WATER	19-00237	05/09/19	WATER USAGE	Open	3,110.47	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NJDOOR NEW JERSEY DOOR WORKS, LLC								
	19-00180	04/03/19	JET TRUCK GARAGE DOOR	Open	7,350.00	0.00		
NJNAT001 NEW JERSEY NATURAL GAS CO								
	19-00261	05/16/19	NATURAL GAS	Open	370.25	0.00		
NJTR001 NJ TRANSIT								
	19-00263	05/26/19	ANNUAL OCCUPANCY PERMIT	Open	245.00	0.00		
NJWAT001 NJ WATER ENVIRONMENT ASSOC								
	19-00279	06/03/19	MINI WORKSHOP SEMINAR	Open	18.00	0.00		
NJWEA001 NJWEA-CENTRAL SECTION								
	19-00278	06/03/19	VENDOR SEMINAR ATTENDANCE	Open	100.00	0.00		
OLSE001 BRUCE OLSEN								
	19-00251	05/13/19	CELL PHONE REIMBURSEMENT	Open	100.00	0.00		
ONECALL ONE CALL CONCEPTS, INC								
	19-00219	05/01/19	ONE CALL MARKOUTS	Open	698.82	0.00		
	19-00232	05/08/19	ONE CALL SERVICE	Open	257.04	0.00		
					955.86			
PILO01 PILOT ELECTRIC CO INC								
	19-00169	03/27/19	REPLACE CEDAR VILLAGE PUMP	Open	8,428.00	0.00		
	19-00217	04/29/19	REBUILD MIXER MOTOR	Open	595.00	0.00		
					9,023.00			
RITEC RITEC								
	19-00259	05/16/19	T-BOX SOFTWARE LICENSE	Open	954.00	0.00		
ROMAN RICHARD ROMAN								
	19-00253	05/13/19	CELL PHONE REIMBURSEMENT	Open	50.00	0.00		
RULAND ROBERT RULAND								
	19-00247	05/13/19	CELL PHONE REIMBURSEMENT	Open	50.00	0.00		
RUSS001 RUSSELL REID								
	19-00244	05/13/19	APRIL SLUDGE HAULING	Open	44,004.00	0.00		
SCHMEL01 WILLIAM E SCHMELING								
	19-00275	05/29/19	ADMINISTRATIVE OTHER EXPENSE	Open	53.30	0.00		
	19-00277	05/30/19	REPLENISH PETTY CASH	Open	45.21	0.00		
					98.51			
SEAB001 SEABOARD WELDING SUPPLY INC								
	19-00010	12/06/18	CYLINDER RENTAL	Open	38.25	0.00		
SITEONE SiteOne LANDSCAPE SUPPLY								
	19-00225	05/03/19	WEED KILLER	Open	181.56	0.00		
SPECTROT SPECTROTTEL								
	19-00002	12/06/18	TELEPHONE	Open	276.10	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
STAPL001 STAPLES CREDIT PLAN								
	19-00025	12/07/18	OFFICE SUPPLIES	Open	151.04	0.00		
STAT004 DEPT OF LABOR & WORKFORCE DEV								
	19-00280	06/03/19	FRIST QUARTER UI and FLI RECON	Open	936.99	0.00		
STATE001 NJ DEPARTMENT OF TREASURY								
	19-00264	05/26/19	ANNUAL NJPDES PERMIT FEE	Open	35,015.21	0.00		
STED001 SCOTT STEDMAN								
	19-00252	05/13/19	CELL PHONE REIMBURSEMENT	Open	100.00	0.00		
UPS00001 UPS								
	19-00181	04/03/19	SHIPPING PUMP PARTS	Open	11.14	0.00		
	19-00234	05/08/19	MAILING PACKAGE TO MOREHOUSE	Open	15.28	0.00		
					26.42			
VERIZON2 VERIZON								
	19-00112	02/19/19	FIOS FOR SCADA	Open	110.64	0.00		
WAST001 WASTE MANAGEMENT OF NJ								
	19-00013	12/06/18	GRIT REMOVAL	Open	1,590.00	0.00		
	19-00014	12/06/18	PAPER RECYCLING	Open	172.60	0.00		
					1,762.60			
WEEKS WEEKS MARINE, INC.								
	EIT00631	05/30/19	OCEAN OUTFALL REPLACEMENT	Open	356,536.74	0.00		
WILDER LAUREN WILDER								
	19-00201	04/15/19	ADMINISTRATIVE OTHER EXPENSES	Open	125.00	0.00		
WOSZC201 MARK WOSZCZAK								
	19-00233	05/08/19	LATERAL REPAIR	Open	4,120.00	0.00		
Total Purchase Orders:		65	Total P.O. Line Items:		0	Total List Amount:		622,220.32
						Total Void Amount:		0.00

Totals by Year-Fund	Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	9-01		124,094.80	0.00	124,094.80	0.00	34,580.00	158,674.80
	9-02		0.00	0.00	0.00	0.00	463,545.52	463,545.52
Total of All Funds:			124,094.80	0.00	124,094.80	0.00	498,125.52	622,220.32

Totals by Fund							
Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	01	124,094.80	0.00	124,094.80	0.00	34,580.00	158,674.80
	02	0.00	0.00	0.00	0.00	463,545.52	463,545.52
Total of All Funds:		124,094.80	0.00	124,094.80	0.00	498,125.52	622,220.32

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	9-01	124,094.80	0.00	0.00	0.00	124,094.80
Total of All Funds:		124,094.80	0.00	0.00	0.00	124,094.80

AUTHORIZING AWARD OF CONTRACT FOR OXYGEN PRODUCTION AND DISTRIBUTION SYSTEM REPAIR AND TROUBLESHOOTING

WHEREAS, the Authority advertised for Oxygen Production and Distribution System Repair and Troubleshooting in the Asbury Park Press on March 21, 2019; and

WHEREAS, the Authority received a single proposal on the return date of May 22, 2019; and

WHEREAS, the bid documents provided for either a one-year or two-year contract; and

WHEREAS, the Authority’s Qualified Purchasing Agent and General Counsel have reviewed the proposal and found that it complies with the bid requirements; and

WHEREAS, the Authority's Executive Director recommends the award of a one-year contract; and

WHEREAS, the Authority’s Executive Director has indicated there are funds available for the award in line item for Unox Maintenance and Equipment (01-60-600-361).

THEREFORE, BE IT RESOLVED that the Township of Ocean Sewerage Authority hereby awards a contract to Solutionwerks, Inc. for Oxygen Production and Distribution System Repair and Troubleshooting in accordance with their bid proposal dated May 21, 2019.

	Motion	Second	Aye	Nay	Abstain	Absent
Bernhardt						
Galvin						
Stubbs						
Theodora						
Villapiano						

I hereby certify the above to be a true copy of a Resolution duly adopted by the Township of Ocean Sewerage Authority at its Meeting held on June 6, 2019.

RALPH E. STUBBS, Secretary

RESOLUTION 19 - 57

RESOLUTION DETERMINING TO FINANCE A SEWER IMPROVEMENT PROJECT THROUGH THE NEW JERSEY INFRASTRUCTURE BANK'S FISCAL YEAR 2019 CONSTRUCTION FINANCING LOAN PROGRAM, DETERMINING THE ESTIMATED COST THEREOF AND DETERMINING TO ISSUE BONDS AND NOTES TO FINANCE THE COST THEREOF

WHEREAS, the Township of Ocean Sewerage Authority, in the County of Monmouth, New Jersey (the "Authority") has determined to finance a sewer improvement project consisting of the reconstruction of the Interlaken Pump Station to raise the building to prevent future flooding (the "Project") through the New Jersey Infrastructure Bank's Fiscal Year 2019 Construction Financing Loan Program; and

WHEREAS, the Authority has determined to finance the Project through the issuance of Bonds and no interest interim Notes through the Construction Financing Loan Program, to the New Jersey Infrastructure Bank and the State of New Jersey in order to finance the Project at the lowest possible cost to the Authority.

NOW THEREFORE, BE IT RESOLVED by the Members of the Township of Ocean Sewerage Authority, as follows:

Section 1. The Authority hereby determines to undertake the Project as described above. The estimated cost of the Project is \$3,500,000. The Authority hereby determines to issue Bonds and temporary Notes in an amount not to exceed \$3,500,000.

Section 2. The Authority hereby determines that the Bonds and Notes for the Project will be sold to the New Jersey Infrastructure Bank (the "i-Bank") and the State of New Jersey (the "State") in accordance with the procedures established for the sale of Bonds and Notes to the i-Bank and the State. The Bonds and Notes will be issued as subordinated indebtedness as permitted by the Authority's General Bond Resolution adopted June 14, 1985, as amended and supplemented.

Section 3. In anticipation of the issuance of Bonds, the Authority may issue project notes/Interim Notes to provide funds for the cost of the Projects.

Section 4. The Chairman, Vice Chairman and Executive Director each are hereby authorized to award the Bonds or Interim Notes to the i-Bank and State on the terms and in the amounts as determined by each of them in accordance with the procedures referred to in Section 2.

Section 5. A copy of this Bond Resolution shall be filed and published in accordance with the provisions of N.J.S.A. 40:14A-14.

Section 6. This resolution shall take effect immediately.

	Motion	Second	Aye	Nay	Abstain	Absent
Bernhardt						
Galvin						
Stubbs						
Theodora						
Villapiano						

I hereby certify the above to be a true copy of a Resolution duly adopted by the Township of Ocean Sewerage Authority at its Meeting held on June 6, 2019.

RALPH E. STUBBS, Secretary

RESOLUTION 19 - 58

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$3,500,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE TOWNSHIP OF OCEAN SEWERAGE AUTHORITY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK’S FISCAL YEAR 2019 CONSTRUCTION FINANCING LOAN PROGRAM

WHEREAS, the Township of Ocean Sewerage Authority in the County of Monmouth, New Jersey (the “Local Unit”) has determined that there exists a need to finance a sewer improvement project consisting of the reconstruction of the Interlaken Pump Station to raise the building to prevent future flooding (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program of the New Jersey Infrastructure Bank (the “i-Bank”);

WHEREAS, the Local Unit has determined to temporarily finance the construction, renovation and installation of the Project prior to the closing with respect to the Infrastructure Bank Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the i-Bank (the “Construction Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the i-Bank (the “Construction Financing Loan Program”);

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the i_Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Local Unit to issue and sell to the i_Bank the “Notes Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$3,500,000 (the “Notes”);

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Notes to the i-Bank pursuant to the terms of (i) the “Sewerage Authorities Law”, constituting Chapter 138 of the Pamphlet Laws of 1946 of the State of New Jersey (codified at N.J.S.A. 40:14A-1 *et seq.*), as the same may from time to time be amended and supplemented (the “Local Unit 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 Notes to the i-Bank, without any public offering, all pursuant to the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit 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 Local Unit hereby authorizes the issuance, sale and award of the Notes in accordance with the provisions hereof. The obligation represented by the Notes have been authorized by the resolution of the Local Unit, which resolution is entitled “RESOLUTION OF THE TOWNSHIP OF OCEAN SEWERAGE AUTHORITY, IN THE COUNTY OF MONMOUTH, NEW JERSEY DETERMINING TO FINANCE A SEWER IMPROVEMENT PROJECT THROUGH THE NEW JERSEY INFRASTRUCTURE BANK’S FISCAL YEAR 2019 CONSTRUCTION FINANCING LOAN PROGRAM, DETERMINING THE ESTIMATED COST THEREOF AND DETERMINING TO ISSUE BONDS AND NOTES TO FINANCE THE COST THEREOF” (the “Local Unit Note Resolution”) and was finally adopted by the Local Unit at a meeting duly called and held on June 6, 2019, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Unit Enabling Act, the Local Authorities Fiscal Control Law and other applicable law.

Section 2. The Executive Director of the Local Unit (the “Executive Director”) is hereby authorized to determine pursuant to the terms and conditions hereof and of the Local Unit Note Resolution (i) the final principal amount of the Notes (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Notes.

Section 3. Any determination made by the Executive Director pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Notes by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Notes shall be as follows:

- (a) the principal amount of the Notes to be issued shall be an amount up to \$3,500,000, which shall be issued in one Note;
- (b) the maturity of the Notes shall be as determined by the i-Bank;
- (c) the interest rate of the Notes shall be as determined by the i-Bank;
- (d) the purchase price for the Notes shall be par;
- (e) the Notes shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Notes;
- (f) the Notes shall be issued in a single denomination and shall be numbered “CFP-19-__”;
- (g) the Notes 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 Notes shall be executed by the manual or facsimile signatures of the Chairman or Vice Chairman under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Secretary of the Local Unit (the “Secretary”).

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

Section 6. The law firm of Davison Eastman Muñoz Lederman & Paone, P.A. is hereby authorized to arrange for the printing of the Notes, which law firm may authorize McCarter & English, LLP, bond counsel to the i-Bank for the Construction Financing Loan Program, to arrange for same.

Section 7. The Executive Director of the Local Unit is 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 Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Executive Director or the Secretary, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the i-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Notes and the participation of the Local Unit in the Construction Financing Loan 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 Executive Director and the Secretary deem necessary, desirable or convenient in relation to the execution and delivery of the Notes and the participation of the Local Unit in the Construction Financing Loan Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Secretary shall forward certified copies of this resolution to Kerry J. Morgan, Davison Eastman Muñoz Lederman & Paone, P.A., bond counsel to the Local Unit, David Zimmer, Executive Director of the i-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the i-Bank.

	Motion	Second	Aye	Nay	Abstain	Absent
Bernhardt						
Galvin						
Stubbs						
Theodora						
Villapiano						

I hereby certify the above to be a true copy of a Resolution duly adopted by the Township of Ocean Sewerage Authority at its Meeting held on June 6, 2019.

RALPH E. STUBBS, Secretary

Exhibit A- Form of the Notes

**TOWNSHIP OF OCEAN SEWERAGE AUTHORITY
NOTE
RELATING TO:
THE CONSTRUCTION FINANCING LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK
(f/k/a NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)**

\$ _____, 201____
_FP-19-__

FOR VALUE RECEIVED, _____, a [municipal] [county] [utilities] [sewerage] 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 INFRASTRUCTURE BANK (f/k/a 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 “I-Bank”), 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 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 I-Bank may determine from time to time.

“**Anticipated Financing Program**” means the financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank 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 I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“**Appropriation Condition**” means the procedural appropriation by the State for the Project through the inclusion of the Project on the Project Priority List (which Project Priority

List is required pursuant to the Act) in an appropriation amount equal to or greater than the Principal amount of the Loan then due and payable by the Borrower pursuant to the terms hereof.

“Authorized Officer” means any person authorized by the Borrower or the I-Bank, 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][indenture] of the Borrower entitled “[_____]”, adopted on [_____], as amended and supplemented from time to time, pursuant to which this Note has been issued.

“Borrower Enabling Act” means the [“Sewerage Authorities Law”, constituting Chapter 138 of the Pamphlet Laws of 1946 of the State (codified at N.J.S.A. 40:14A-1 *et seq.*), as the same may from time to time be amended and supplemented] [the “Municipal and County Utilities Authorities Law”, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State (codified at N.J.S.A. 40:14B-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 further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“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, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, which NJDEP Loan Origination Fee shall be financed exclusively from the I-Bank Portion.

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

“I-Bank Portion” means, on any date, an amount equal to the aggregate of (i) twenty-five percent (25%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, plus (ii) one hundred percent (100%) of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee.

“I-Bank Portion Interest Rate” means, with respect to each disbursement of proceeds of the I-Bank Portion of the Loan, (a) to the extent that such disbursement is funded from moneys appropriated to the I-Bank, for the Construction Financing Loan Program of the I-Bank, pursuant to an appropriations act of the State, the I-Bank Portion Interest Rate shall equal 0.00%, (b) to the extent that such disbursement is funded from available moneys of the I-Bank that are neither (i) appropriated to the I-Bank as provided by the preceding clause (a), nor (ii) borrowed from a financial institution pursuant to a line of credit or other similar financial instrument as provided by the succeeding clause (c), the I-Bank Portion Interest Rate shall equal the interest rate that is published as either the Thompson Financial TM3 “AAA” Municipal Market Data General Obligation Index (Tax-Exempt) or the “BVAL” Index (relating to general obligation, tax exempt credits) of Bloomberg L.P. (or any subsidiary thereof), (with the particular index that is used by the I-Bank to be selected by an Authorized Officer of the I-Bank) or, if such indexes are no longer published on such date, such successor index as may be selected by an Authorized Officer of the I-Bank, in each case for the number of years that corresponds to the length of time from the date such disbursement is made available to the Borrower by the I-Bank to the Maturity Date, rounding up to the nearest year, or (c) to the extent that such disbursement is funded from available moneys of the I-Bank borrowed from a financial institution pursuant to a line of credit or other similar financial instrument, the I-Bank Portion Interest Rate shall equal the full cost of funds from the financial institution, including without limitation, fees, consultant costs and the interest rate, all as established by the applicable financial institution pursuant to a competitive or negotiated solicitation by the I-Bank with respect to such line of credit or other financial instrument.

“Interest” means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, the applicable I-Bank Portion Interest Rate and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Loan” means the loan of the Principal, made by the I-Bank 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 NJDEP, in a form to be determined by the I-Bank and the NJDEP.

“Local Authorities 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 June 30, 2022, or (i) such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program (subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3(a) hereof), or (ii) such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower.

“NJDEP” means the New Jersey Department of Environmental Protection.

“NJDEP Loan Origination Fee” means the “NJDEP Fee” as referenced and defined in Exhibit B hereto, which NJDEP Fee is an administrative fee that is payable by the Borrower to the NJDEP as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“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 I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, 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 I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, shall be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“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 “[_____] Revenues” as defined in the Borrower Note Resolution.

“**State**” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the I-Bank, as follows:

(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 I-Bank, 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 I-Bank 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 I-Bank 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 I-Bank, 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 I-Bank, (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, applicable law 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 I-Bank, 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 I-Bank 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 I-Bank 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 I-Bank, the I-Bank 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 I-Bank 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 I-Bank 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 I-Bank, which consent may or may not be granted by the I-Bank 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 I-Bank 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 I-Bank, 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 141(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 141(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 148(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 §1.148-6(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 promptly shall 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 I-Bank upon prior written notice. The Borrower shall permit the I-Bank 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 I-Bank 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 I-Bank 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.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by

an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(b) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank 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. 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 I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, the Administrative Fee, if 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 I-Bank later than the Maturity Date, a late fee shall be payable to the I-Bank 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. Notwithstanding the provisions of this Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees that, on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto in the amount recorded thereon. Such disbursement shall be made for the purpose of funding fifty percent (50%) of the NJDEP Loan Origination Fee. Such disbursement shall be paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof.

(b) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to this Section 4, of any Loan Disbursement Requisition relating to all or any portion of the Project: (i) the Borrower hereby acknowledges and agrees that the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Construction Financing Loan Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; (iii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the Appropriation Condition has been satisfied to an extent and in an amount that is sufficient to fund, in the aggregate, the particular Loan Disbursement Requisition in question and all prior Loan Disbursement Requisitions; and (iv) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the

provisions of this Section 4 if the Borrower lacks the authority to pay interest on this Note in an amount equal to the I-Bank Portion Interest Rate.

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 I-Bank 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 I-Bank 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 I-Bank 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 I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) 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 I-Bank 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 further acknowledges and agrees that, pursuant to the “New Jersey Infrastructure Bank Credit Policy”, adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (the “Credit Policy”), during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank, in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank 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 I-Bank 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 acknowledges and 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: [Name and Address of Borrower, Attention: Name of Authorized Officer]; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, 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 I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (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 I-Bank, 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 I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[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.

[NAME OF BORROWER]

[SEAL]

ATTEST:

By: _____
Authorized Officer

Authorized Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

_____,
as Trustee

By: _____
Authorized Signatory

RESOLUTION 19 - 59

DECLARING TOWNSHIP OF OCEAN SEWERAGE AUTHORITY'S OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR PROJECT COSTS FROM THE PROCEEDS OF DEBT OBLIGATIONS IN CONNECTION WITH ITS PARTICIPATION IN THE FISCAL YEAR 2019 NEW JERSEY INFRASTRUCTURE BANK'S FINANCING PROGRAM

WHEREAS, the Township of Ocean Sewerage Authority (the "Borrower") intends to acquire, construct, renovate and/or install the environmental infrastructure project more fully described in **Exhibit A** attached hereto (the "Project");

WHEREAS, the Borrower intends to finance the Project with debt obligations of the Borrower (the "Project Debt Obligations") but may pay for certain costs of the Project (the "Project Costs") prior to the issuance of the Project Debt Obligations with funds of the Borrower that are not borrowed funds;

WHEREAS, the Borrower reasonably anticipates that obligations, the interest on which is excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), will be issued by the New Jersey Infrastructure Bank (the "Issuer") to finance the Project on a long-term basis by making a loan to the Borrower with the proceeds of the Issuer's obligations (the "Notes" and the "Bonds"); and

WHEREAS, the Borrower desires to preserve its right to treat an allocation of proceeds of the Project Debt Obligations to the reimbursement of Project Costs paid prior to the issuance of the Project Debt Obligations as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower as follows:

Section 1. The Borrower reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with proceeds of its Project Debt Obligations.

Section 2. This resolution is intended to be and hereby is a declaration of the Borrower's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with the proceeds of a borrowing to be incurred by the Borrower, in accordance with Treasury Regulations §1.150-2.

Section 3. The maximum principal amount of the Project Debt Obligations expected to be issued to finance the Projects is \$3,500,000.

Section 4. The Project Costs to be reimbursed with the proceeds of the Project Debt Obligations will be "capital expenditures" in accordance with the meaning of Section 150 of the Code.

Section 5. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the Project Bonds used to reimburse the Borrower for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the Project Debt Obligations or another issue of debt obligations of the Borrower, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

Section 6. All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the Project Debt Obligations is paid, or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 7. This resolution shall take effect immediately.

	Motion	Second	Aye	Nay	Abstain	Absent
Bernhardt						
Galvin						
Stubbs						
Theodora						
Villapiano						

I hereby certify the above to be a true copy of a Resolution duly adopted by the Township of Ocean Sewerage Authority at its Meeting held on June 6, 2019.

RALPH E. STUBBS, Secretary

Exhibit A

S340750-12 Interlaken Pump Station Reconstruction

Description of Project: (Carryover SFY2015) – The proposed improvement is to upgrade the existing Interlaken Pump Station to handle actual flows coming into the pump station particularly during storm events. Surcharging of the station could potentially result in sewage backup onto the adjacent Deal Lake. Additionally, improvements are being proposed to improve the resiliency of the pump station which was impacted by Sandy against future storm events. The Interlaken Pump Station services the Township of Ocean and customers in the Boroughs of Interlaken Allenhurst and Deal and in the Village of Loch Arbor.

AUTHORIZING PAYMENT IN THE AMOUNT OF \$356,536.74 TO WEEKS MARINE INC. FOR OCEAN OUTFALL REPLACEMENT PROJECT

WHEREAS, the Authority awarded a contract for its Ocean Outfall Replacement Project to Weeks Marine Inc. in the amount of \$5,324,150.00 (the “Project”) on September 8, 2018; and

WHEREAS, the Weeks Marine requested payment for materials and equipment purchased and stored under the contract; and

WHEREAS, by letter dated May 30, 2019 the Authority’s engineer has recommended payment in the amount of \$356,536.74 pursuant to its Payment Application No. 2.

THEREFORE, BE IT RESOLVED that the Township of Ocean Sewerage Authority hereby approves payment in the amount of \$356,536.74 to Weeks Marine Inc. for the Ocean Outfall Replacement Project in accordance with Payment Application No. 2.

	Motion	Second	Aye	Nay	Abstain	Absent
Bernhardt						
Galvin						
Stubbs						
Theodora						
Villapiano						

I hereby certify the above to be a true copy of a Resolution duly adopted by the Township of Ocean Sewerage Authority at its Meeting held on June 6, 2019.

RALPH E. STUBBS, Secretary

AUTHORIZING PAYMENT IN THE AMOUNT OF \$73,224.23 TO DeMAIO ELECTRICAL COMPANY, INC. FOR INTERLAKEN PUMP STATION RECONSTRUCTION PROJECT

WHEREAS, the Authority awarded a contract for the Interlaken Pump Station Reconstruction project to DeMaio Electrical Company, Inc. (“DeMaio”) in the amount of \$3,265,000 (the “Project”) on September 4, 2018; and

WHEREAS, the DeMaio has provided equipment and material for the Project; and

WHEREAS, the Authority’s engineer has prepared Payment Certificate No. 5 dated May 31, 2019 in the amount of \$73,224.23 signed by the Authority's engineer and DeMaio.

THEREFORE, BE IT RESOLVED that the Township of Ocean Sewerage Authority hereby approves payment in the amount of \$73,224.23 to DeMaio Electrical Company, Inc. for the Interlaken Pump Station Reconstruction project in accordance with Payment Certificate No. 5.

	Motion	Second	Aye	Nay	Abstain	Absent
Bernhardt						
Galvin						
Stubbs						
Theodora						
Villapiano						

I hereby certify the above to be a true copy of a Resolution duly adopted by the Township of Ocean Sewerage Authority at its Meeting held on June 6, 2019.

RALPH E. STUBBS, Secretary