

**RESOLUTION AUTHORIZING EXECUTIVE SESSION**

WHEREAS, this Authority is authorized, pursuant to N.J.S.A. 10:4-12 to exclude the public from that portion of this meeting for purposes of discussing specific matters as permitted by N.J.S.A. 10:4-12; and,

WHEREAS, this Authority intends to discuss certain matters which are deemed confidential pursuant to N.J.S.A. 10:4-12, in Executive Session:

WHEREAS, at this time the Authority cannot determine the time when the discussion to be held in Executive Session will be made public but will disclose the minutes of the Executive Session when the need for confidentiality no longer exists.

NOW, THEREFORE, be it resolved by the Sussex County Municipal Utilities Authority that this meeting shall be adjourned to an Executive Session (closed session) and the public will be excluded in order that the Authority may discuss the items listed below, and upon reconvening this public meeting the Chairman will announce, if possible, the time when and the circumstances under which the discussion conducted in Executive Session will be disclosed to the public. This resolution is authorized and allowed by and pursuant to N.J.S.A. 10:4-13.

- (1) Any matter which, by express provision of federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of subsection a. of this section.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

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- (2) Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

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- (3) Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

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- (4) Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

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- (5) Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

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- (6) Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

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- (7) Any pending or anticipated litigation or contract negotiations other than in subsection b. (4) herein in which the public body is, or may become a party.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

Upper Wallkill NJPDES Permit Appeal, Care Environmental Litigation, Contract #21-10 & #21-20 for Laboratory Services and Sussex Borough Sewer Service Contract

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(8) Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

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(9) Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

Personnel Matters

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(10) Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act or omission for which the responding party bears responsibility.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

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NOW, THEREFORE, be it further resolved by the Sussex County Municipal Utilities Authority that pursuant to N.J.S.A. 10:4-13(b) the time when and the circumstances under which the discussion conducted in closed session of the public body can be disclosed to the public is when the need for confidentiality no longer exists.

Certified as a true copy of the  
Resolution adopted by the Authority  
at their Annual Reorganization Meeting held  
on Wednesday, March 17, 2021.

  
Andrea Cocula, Secretary

RESOLUTION RE: AUTHORIZING AMENDMENT #1 TO GRANT AGREEMENT BETWEEN SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY / WALLKILL RIVER WATERSHED MANAGEMENT GROUP AND THE NATURE CONSERVANCY FOR PHASE II CONSERVATION PROJECTS IN THE NEW JERSEY HIGHLANDS CLUSTER UPPER PAULINS KILL FOCUS AREA IMPLEMENTATION OF THE UPPER PAULINS KILL WATERSHED RESTORATION PLAN

WHEREAS, since April 2013 the SCMUA / WRWVG has been an active partner with The Nature Conservancy (TNC) and many other organizations in a watershed planning initiative sponsored by The William Penn Foundation for the Delaware River Watershed, and specifically what has been called the New Jersey Highlands sub-watershed Cluster; and

WHEREAS, since May 2014, the SCMUA / WRWVG and The Nature Conservancy have had multiple grant agreements in place to provide the means for the SCMUA / WRWVG to participate in the New Jersey Highlands Cluster partnership and to coordinate specific projects in the Upper Paulins Kill Watershed; and

WHEREAS, in 2018 additional funding was awarded to TNC by the William Penn Foundation, to be sub-awarded to the SCMUA / WRWVG to continue cluster collaboration activities and sponsor specific conservation project work aimed at improving water quality and watershed health in the New Jersey Highlands Cluster, as part of Phase II for the NJ Highlands Cluster of the Delaware River Watershed Initiative; and

WHEREAS, this sub-award agreement from TNC to coordinate and assist with project activities associated with agricultural restoration, stormwater restoration, and overall Cluster communications and collaboration efforts was for a three year period until February 2021 for a not to exceed amount of \$118,240; and

WHEREAS, the William Penn Foundation has awarded an additional one year of funding to TNC, of which a portion is to be sub-awarded to the SCMUA / WRWVG to continue the same cluster collaboration activities and conservation project work as part of the Delaware River Watershed Initiative; and

WHEREAS TNC has provided SCMUA / WRWVG Amendment #1 to the existing agreement which extends the work period until January 31, 2022, and provides an additional \$39,480 for a total amount not to exceed \$157,720; and

WHEREAS, the governing body of the SCMUA desires to further the public interest by accepting this Amendment to the existing subaward grant agreement from TNC; and

WHEREAS, the governing body authorizes that Thomas Varro, PE, SCMUA Executive Director and Nathaniel Sajdak, Watershed Director, or the successor to either office, to execute this grant agreement with TNC and to execute any amendments thereto which do not increase the Grantee's obligations; and

WHEREAS, the Grantee agrees to comply with all applicable federal, State and municipal laws, rules, and regulations in its performance pursuant to the agreement.

THEREFORE, BE IT RESOLVED, that the SCMUA Board of Commissioners authorizes the SCMUA / WRWVG to enter into this grant agreement (Amendment #1) with TNC.

Certified as a true copy of the Resolution  
adopted by the Authority at their Regular  
Meeting held on Wednesday, March 17, 2021.

  
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Andrea Cocula, Secretary

**RESOLUTION RE: AUTHORIZING THE AWARD OF A ONE-YEAR CONTRACT AGREEMENT BETWEEN THE SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY (SCMUA) AND GARDEN STATE LABORATORIES, INC. FOR FIELD SAMPLING AND LABORATORY TESTING SERVICES AT WASTEWATER FACILITIES (CONTRACT 21-10)**

WHEREAS, the SCMUA has a need for Field Sampling and Laboratory Services for it's Wastewater Facilities; and

WHEREAS, Garden State Laboratories, Inc. and Chemtech Consulting Group Inc. submitted proposals for said services dated March 11, 2021 and March 15, 2021 respectively; and

WHEREAS, the SCMUA staff have reviewed the proposals submitted and Chemtech did not fully complete the Bid Proposal Form; and

WHEREAS, the SCMUA Staff concluded that Garden State Laboratories, Inc. have in its employ, individuals possessing the requisite licensure, knowledge and skills with which to perform the services encompassed by the proposed Agreement; and

WHEREAS, the unit bid prices for all analysis parameters has been reviewed and approved for the following locations: Upper Walkkill, Hampton Commons, Paulinskill, and Homestead Health Center, and it is in the best interest of the SCMUA to award a contract; and

WHEREAS, the contract award to Garden State Laboratories, Inc. shall be "non fair and open", with a budget price of \$16,585.00 inclusive of one (1) year (i.e. 12 consecutive monthly sampling events

WHEREAS, the SCMUA's Treasurer has certified sufficient funds are available for the contract award.

NOW, THEREFORE, BE IT RESOLVED by the Sussex County Municipal Utilities Authority's Board of Commissioners that the bid for Contract No. 21-10 (1-year term) is hereby awarded to Garden State Laboratories, Inc. of Hillside, NJ, according to the prices stated within their Bid Proposal.

BE IT FURTHER RESOLVED, that Executive Director and SCMUA Staff are authorized to prepare and execute a one-year field sampling and laboratory testing services contract with Garden State Laboratories, Inc.

BE IT FURTHER RESOLVED, that this Resolution shall be effective in accordance with applicable laws and statutes.

Certified as a true copy of the Resolution  
adopted by the Authority at their regular meeting  
held on Wednesday, March 17, 2021.

  
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Andrea Cocula, Secretary

RESOLUTION RE: ENABLING RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2020 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.113 ET SEQ. HEREINAFTER, THE ACT

WHEREAS, P.L. 2007, c.311 et seq. provides for the awarding of Recycling Enhancement Tax entitlements by the Department of Environmental Protection to designated solid waste management districts to assist them in the preparation, revision and implementation of comprehensive solid waste management and recycling plans; and

WHEREAS, the Sussex County Municipal Utilities Authority, desires such financial assistance to fulfill its responsibilities under the Solid Waste Management Act and the Recycling Enhancement Act.

NOW, THEREFORE, BE IT RESOLVED by the Sussex County Municipal Utilities Authority:

1. That the Spending Plan be submitted to the Division of Solid and Hazardous Waste for a 2020 Recycling Enhancement Act Tax Entitlement in the amount of \$162,000.00.
2. That the Executive Director and the Solid Waste Superintendent of the Sussex County Municipal Utilities Authority are hereby authorized and directed to execute and file such Spending Plan with the Department of Environmental Protection, to provide additional information and furnish such documents as may be required and to act as the authorized correspondent of the Sussex County Municipal Utilities Authority in this matter.
3. That the Sussex County Municipal Utilities Authority was designated by the Sussex County Board of Commissioners as the implementing agency to perform the Recycling Enhancement Tax Entitlement on October 9, 1990.
4. That the Sussex County Municipal Utilities Authority does hereby hold the State of New Jersey and its departments and agencies harmless from any damages, losses and claims which may arise directly or indirectly from the execution of the grant.
5. That the Sussex County Municipal Utilities Authority hereby accepts the terms and conditions set forth in the Act and the guidelines promulgated under it.

Certified as a true copy of the Resolution  
adopted by the Authority at their Regular Meeting  
held on Wednesday, March 17, 2021.

  
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Andrea Cocula, Secretary

**RESOLUTION OF THE SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY, DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE SERIES OF ITS "NOTE RELATING TO THE WATER BANK FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$39,000,000, 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 SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK**

**WHEREAS**, the Sussex County Municipal Utilities Authority (the "Local Unit") has determined that there exists a need to construct projects consisting of the expansion of the Sussex County Sanitary Landfill located in the Township of Lafayette including, but not limited to, (i) the Phase 6B Landfill Expansion Project, (ii) the Infrastructure Relocation Project, and (iii) the Phase 4 Landfill Expansion Project (collectively, the "Landfill Expansion Project"), and it is the desire of the Local Unit to obtain financing for such Landfill Expansion Project through participation in the water bank construction financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank");

**WHEREAS**, the Local Unit has determined to temporarily finance the construction of the Landfill Expansion Project prior to the closing with respect to the New Jersey Water Bank, 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 Water Bank Construction Financing Program of the I-Bank (the "Construction Financing 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 Program, it is the desire of the Local Unit to issue and sell to the I-Bank one of more series of the "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$39,000,000 (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 Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-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, 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 one or more series 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 one or more series of the Notes in accordance with the provisions hereof. The obligation represented



by the Notes has been authorized by the resolution of the Local Unit, which resolution is entitled "BOND RESOLUTION OF THE SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY AUTHORIZING AND APPROVING THE ISSUANCE OF NOT TO EXCEED \$11,500,000 OF THE AUTHORITY'S SOLID WASTE REVENUE BONDS OR PROJECT NOTES (LANDFILL EXPANSION PROJECT) IN ONE OR MORE SERIES; AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; AUTHORIZING AND DELEGATING TO THE ADMINISTRATOR THE POWER TO AWARD AND SELL SAID BONDS; AND DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" and "SUPPLEMENTAL RESOLUTION OF THE SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY AUTHORIZING THE ISSUANCE OF THE AUTHORITY'S NOT TO EXCEED \$39,000,000 COUNTY-SECURED SOLID WASTE REVENUE BONDS OR PROJECT NOTES (LANDFILL EXPANSION PROJECT)" (collectively, the "Local Unit Note Resolution") and were finally adopted by the Local Unit at meetings duly called and held on January 4, 2017 and February 17, 2021, respectively, at which times quorums were 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 Chairman or Vice Chairman of the Local Unit (the "Authority Officers") are each hereby authorized to determine pursuant to the terms and conditions hereof and of the Local Unit Note Resolution (i) the final principal amount of each of the Notes (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of each of the Notes.

**Section 3.** Any determination made by the Authority Officers 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 each of the Notes shall be as follows:

- (a) the aggregate principal amount of the Notes to be issued shall be an amount up to \$39,000,000;
- (b) the maturity of each of the Notes shall be as determined by the I-Bank;
- (c) the interest rate of each of the Notes shall be as determined by the I-Bank;
- (d) the purchase price for each of the Notes shall be par;
- (e) each of the Notes shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of each of the Notes;
- (f) each of the Notes shall be issued in a single denomination and shall be numbered "CFP-20[ ]-1" or such other designation at the time of each issuance;
- (g) each of 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) each Note 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.** Each of the Notes shall be substantially in the form attached hereto as Exhibit A.

**Section 6.** The law firm of Archer & Greiner P.C. is hereby authorized to arrange for the printing of each of the Notes, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

**Section 7.** The Authority Officers of the Local Unit are each 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 Authority Officers 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 each of the Notes and the participation of the Local Unit 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 Authority Officers and the Secretary deem necessary, desirable or convenient in relation to the execution and delivery of each of the Notes and the participation of the Local Unit in the Construction Financing Program.

**Section 8.** This resolution shall take effect immediately, subject to the provisions of N.J.S.A. 40:14B-14(e).

**Section 9.** Upon the adoption hereof, the Secretary shall forward certified copies of this resolution to John M. Cantalupo, Esq. at Archer & Greiner P.C., 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.

**SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY**  
**NOTE**  
**RELATING TO:**  
**THE \_\_\_\_\_ FINANCING I-BANK LOAN PROGRAM**  
**OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$ \_\_\_\_\_, 202\_  
CFP-21-\_\_\_\_

**FOR VALUE RECEIVED**, the Sussex County Municipal Utilities Authority, a county 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 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.

**"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 the 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.

**“Maturity Date”** means \_\_\_\_\_, 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.

**“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 corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver 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 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 and duly executed, attested and delivered by Authorized Officers of the Borrower. 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 ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) 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 due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the I-Bank, (ii) 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 (iii) 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 general tax revenues of the Borrower, 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 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. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers 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 the Borrower.

(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 (the "System Records"), separate and distinct from its other records and accounts (the "General Records"), 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 direct, general 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.

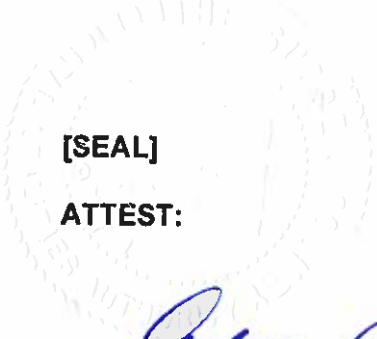
**SECTION 8. Certain Miscellaneous Provisions.** The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Sussex County Municipal Utilities Authority, 34 South Route 94, Lafayette, New Jersey 07848 Attention: Timothy Day, Comptroller/Treasurer; 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.

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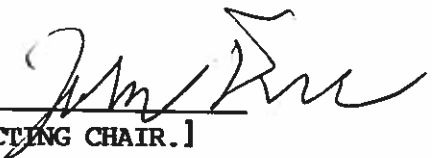
IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.


**SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY**



[SEAL]

ATTEST:

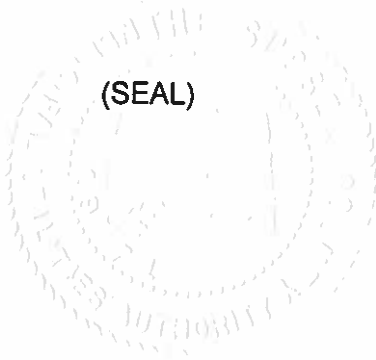
By:   
[ JOHN DRAKE, ACTING CHAIR. ]  
Chairman

  
[ ANDREA COCULA ]  
Secretary

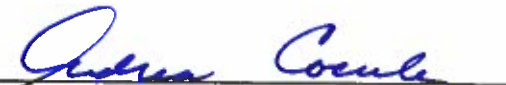
**CERTIFICATE**

I, ANDREA COCULA, Secretary of The Sussex County Municipal Utilities Authority (the "Authority"), DO HEREBY CERTIFY that the above resolution entitled "RESOLUTION OF THE SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY, DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE SERIES OF ITS "NOTE RELATING TO THE WATER BANK FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$39,000,000, 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 SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK" (the "Resolution") was duly adopted by the Authority at a regular meeting held on March 17, 2021 duly called and held in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout, and that said Resolution is a true and correct copy thereof and of the whole appearing in the books and records of the Authority as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Authority this 17th day of March, 2021.



(SEAL)

  
\_\_\_\_\_  
ANDREA COCULA,  
Secretary

NAME	1 <sup>ST</sup>	2 <sup>ND</sup>	AYE	NAY	ABSTAIN	ABSENT
PETILLO	x		x			
MADSEN			x			
COCULA		x	x			
DIETZ			x			
MEYER			x			
DRAKE			x			
WESLEY			x			
FINKELDIE			x			
DABINETT			x			

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF  
LOAN AGREEMENTS TO BE EXECUTED BY THE SUSSEX COUNTY  
MUNICIPAL UTILITIES AUTHORITY AND EACH OF THE NEW JERSEY  
INFRASTRUCTURE BANK AND THE STATE OF NEW JERSEY, ACTING  
BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL  
PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND  
DELIVERY OF AN ESCROW AGREEMENT, ALL PURSUANT TO THE  
STATE FISCAL YEAR 202[-] NEW JERSEY WATER BANK (OR SUCH  
OTHER YEARS OF DESIGNATION AT EACH DELIVERY)**

**WHEREAS**, the Sussex County Municipal Utilities Authority (the "Local Unit") has determined that there exists a need to construct projects consisting of the expansion of the Sussex County Sanitary Landfill located in the Township of Lafayette including, but not limited to, (i) the Phase 6B Landfill Expansion Project, (ii) the Infrastructure Relocation Project, and (iii) the Phase 4 Landfill Expansion Project (collectively, the "Landfill Expansion Project" or "Project") as defined in each of that certain Loan Agreement (the "I-Bank Loan Agreement") to be entered into by and between the Local Unit and the New Jersey Infrastructure Bank (the "I-Bank") and that certain Loan Agreement (the "Fund Loan Agreement", and together with the I-Bank Loan Agreement, the "Loan Agreements") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the State Fiscal Year 202[-] New Jersey Water Bank (or such other years of designation at each delivery) (the "Program");

**WHEREAS**, the Local Unit has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of each loan to be made by each of the I-Bank (the "I-Bank Loan") and the State (the "Fund Loan", and together with the I-Bank Loan, the "Loans") pursuant to each I-Bank Loan Agreement and each Fund Loan Agreement, respectively;

**WHEREAS**, to evidence each of the Loans, each of the I-Bank and the State require the Local Unit to authorize, execute, attest, authenticate if applicable, and deliver the Local Unit's County-Guaranteed Solid Waste Revenue Bonds, Series 202[-], to the I-Bank (the "I-Bank Loan Bond") and County-Guaranteed Solid Waste Revenue Bonds, Series 202[-], to the State (the "Fund Loan Bond", and together with the I-Bank Loan Bond, the "Local Unit Bonds"), said Local Unit Bonds to be issued in one or more series in an aggregate principal amount not to exceed \$39,000,000, pursuant to the terms of applicable law and the Loan Agreements; and

**WHEREAS**, the I-Bank and the State have expressed their desire to close in escrow the making of each of the Loans, the issuance of each of the Local Unit Bonds and the execution and delivery of each of the Loan Agreements, all pursuant to the terms of each Escrow Agreement (the "Escrow Agreement") to be entered into by and among the I-Bank, the State, the Local Unit, the escrow agent named therein and U.S. Bank National Association, as trustee for the holders of the Local Unit Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Local Unit as follows:

**Section 1.** In connection with the issuance of one or more series of Local Unit Bonds, the I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Chairman, Vice Chairman or Executive Director in substantially the forms attached hereto as Exhibits A, B and C, respectively, with such changes as the Chairman, Vice Chairman or Executive Director (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit (collectively, the "Local Unit Consultants") and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants", and together with the Local Unit Consultants, the "Consultants"), shall determine, such determination to be

conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Secretary of the Local Unit is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

**Section 2.** The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Secretary of the Local Unit 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 Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, 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 Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

**Section 3.** This resolution shall take effect immediately, subject to the provisions of N.J.S.A. 40:14B-14(e).

**Section 4.** Upon the adoption hereof, the Secretary of the Local Unit shall forward certified copies of this resolution to John M. Cantalupo, Esq. Archer & Greiner P.C., bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

**CERTIFICATE**

I, ANDREA COCULA, Secretary of The Sussex County Municipal Utilities Authority (the "Authority"), DO HEREBY CERTIFY that the above resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY AND EACH OF THE NEW JERSEY INFRASTRUCTURE BANK AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, ALL PURSUANT TO THE STATE FISCAL YEAR 202[-] NEW JERSEY WATER BANK (OR SUCH OTHER YEARS OF DESIGNATION AT EACH DELIVERY)" (the "Resolution") was duly adopted by the Authority at a regular meeting held on March 17, 2021 duly called and held in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout, and that said Resolution is a true and correct copy thereof and of the whole appearing in the books and records of the Authority as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Authority this 17th day of March, 2021.

(SEAL)

  
\_\_\_\_\_  
ANDREA COCULA,  
Secretary

NAME	1 <sup>ST</sup>	2 <sup>ND</sup>	AYE	NAY	ABSTAIN	ABSENT
PETILLO	X		X			
MADSEN			X			
COCULA		X	X			
DIETZ			X			
MEYER			X			
DRAKE			X			
WESLEY			X			
FINKELDIE			X			
DABINETT			X			



**RESOLUTION RE: AUTHORIZING THE UTILIZATION OF THE COMPETITIVE CONTRACTING PROCESS FOR SPECIALIZED SERVICES**

WHEREAS, the Sussex County Municipal Utilities Authority (SCMUA) has a need for specialized consulting services to allow for the provision of viable candidates for the vacant Construction Inspector position at SCMUA, either by direct hire or as a temporary placement by consultant; and

WHEREAS, the SCMUA has determined to utilize the Competitive Contracting Process per 40A:11 – 4.1, et seq to obtain said specialized consulting services; and

WHEREAS, the SCMUA plans on utilizing its Qualified Purchasing Agent (QPA) Timothy Day, and its Executive Director, Thomas Varro, to administer this process.

NOW THEREFORE, BE IT RESOLVED, by the SCMUA Commissioners that:

1. The SCMUA , its QPA, Executive Director and Staff are authorized to proceed with the Competitive Contracting Process pursuant to 40A:11 – 4.1 et seq. to obtain the necessary specialized consulting services herein.
2. This Resolution shall take effect in accordance with applicable laws.

Certified as a true copy of the  
Resolution adopted by the Authority  
At their Regular Authority Meeting  
Held on Wednesday, March 17, 2021.

  
\_\_\_\_\_  
Andrea Cocula, Secretary