

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 87-2018

Date: August 22, 2018

RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY APPROVING AND AUTHORIZING THE 2018 PROJECT; AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF UTILITY SYSTEM SUBORDINATED REVENUE BONDS, SERIES 2018 TO THE NEW JERSEY INFRASTRUCTURE BANK AND THE STATE OF NEW JERSEY, RESPECTIVELY, IN ORDER TO EVIDENCE OBLIGATIONS TO REPAY CERTAIN LOANS TO BE MADE TO THE AUTHORITY; ESTABLISHING CERTAIN TERMS AND PROVISIONS OF SUCH SERIES 2018 BONDS AND DETERMINING CERTAIN MATTERS RELATING THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENTS AND THE ESCROW AGREEMENT WITH THE I-BANK AND THE STATE; AUTHORIZING THE EXECUTION AND DELIVERY OF THE TRUST INDENTURE AND FIFTH SUPPLEMENTAL TRUST INDENTURE BETWEEN THE AUTHORITY AND TRUSTEE BANK NAMED THEREIN; DELEGATING TO THE CHAIRMAN, VICE-CHAIRMAN AND EXECUTIVE DIRECTOR OF THE AUTHORITY THE POWER AND AUTHORITY TO DETERMINE CERTAIN TERMS OF SUCH SERIES 2018 BONDS; AND AUTHORIZING OFFICERS OF THE AUTHORITY TO TAKE ALL OTHER ACTION NECESSARY, ADVISABLE OR INCIDENTAL THERETO

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") is a body politic and corporate of the State of New Jersey, presently existing under the Municipal and County Utilities Law, constituting Chapter 183 of the Laws of 1957 of New Jersey (*N.J.S.A. 40:14B-1, et seq.*), as amended and supplemented (the "Act") to provide sewage collection and disposal services and water sanitation services to residents of the district served by the Authority; and

WHEREAS, the Authority entered into a Trust Indenture, dated as of November 1, 2010, between the Authority and The Bank of New York Mellon (the "Trust Indenture"), which Trust Indenture provides for the issuance from time to time by the Authority of its revenue bonds to finance the costs of improvements and expansions to the System (as defined in the Trust Indenture); and

WHEREAS, the Authority has determined to finance various sewer improvements, including replacement of existing aeration blower and replacement of existing waste activated sludge pumps (the "2018 Project"); and

WHEREAS, the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State") has made funds available to local governmental entities, including the Authority, for the construction and rehabilitation of new and existing sewage conveyance and treatment systems pursuant to the New Jersey Infrastructure Bank Act, Chapter 334 of the Laws of 1985 of the State of New Jersey (the "I-Bank Act") and pursuant to the Wastewater Treatment Bond Act, Chapter 329 of the Laws of 1985 of the State of New Jersey ("Fund Act"); and

WHEREAS, after reviewing the economic feasibility of such loan program, the Authority desires to permanently finance all or a portion of the costs of the 2018 Project through the procurement of loans available from the New Jersey Infrastructure Bank (the "I-Bank") established pursuant to the I-Bank Act and from the State pursuant to the Fund Act; and

WHEREAS, in order to obtain such loans from the I-Bank and the State, the Authority is required to enter into a loan agreement with each of the I-Bank (the "2018 I-Bank Loan Agreement") and the State ("2018 State Loan Agreement") and to issue its bonds to the I-Bank and the State to evidence its obligation to repay each respective loan as provided in each such loan agreement; and

WHEREAS, the Authority desires to authorize (i) the issuance, sale and delivery of its Utility System Subordinated Revenue Bonds, Series 2018-A, in an aggregate principal amount not to exceed \$625,000 (unless a higher amount is required by the I-Bank but in no event shall the 2018 Bonds in the aggregate exceed \$2,500,000) (the "Series 2018-A Bonds") to the I-Bank in order to evidence its obligation to repay the loan made to the Authority by the I-Bank to finance the 2018 Project, (ii) the issuance, sale and delivery of its Utility System Subordinated Revenue Bonds, Series 2018-B, in an aggregate principal amount not to exceed \$1,875,000 (unless a higher amount is required by the State but in no event shall the 2018 Bonds in the aggregate exceed \$2,500,000) (the "Series 2018-B Bonds") to the State in order to evidence its obligation to repay the loan made to the Authority by the State to finance the 2018 Project, and (iii) certain Authority officers to do all things necessary or desirable to carry out the transactions contemplated by this Resolution; and

WHEREAS, the Authority desires hereby to authorize the issuance of Bonds in accordance with the provisions of the Act and the Trust Indenture to finance costs of the 2018 Project and certain other costs related thereto from the I-Bank and the Fund, to provide for certain deposits and to take all necessary and appropriate actions in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, as follows:

SECTION 1. Acquisition and Construction of 2018 Project. Pursuant to the provisions of the Act and the Trust Indenture, the Authority does hereby determine to acquire and construct the 2018 Project and to operate the 2018 Project as a part of the System.

SECTION 2. Estimated Cost of the 2018 Project. The estimated cost of the 2018 Project is \$2,278,998.

SECTION 3. Authorization for the Issuance of 2018 Bonds; Purposes.

A. The Authority hereby authorizes the issuance of Bonds under the Trust Indenture which shall be designated and shall be distinguished from the Bonds of all other Series by the title, "Utility System Subordinated Revenue Bonds, Series 2018-A" and which shall be issued to the I-Bank in accordance with *N.J.S.A. 58:11B-9(a)* in the aggregate principal amount not to exceed \$625,000 (unless a higher amount is required by the I-Bank but in no event shall the 2018 Bonds in the aggregate exceed \$2,500,000) (the "Series 2018-A Bonds") to finance a portion of the costs of the 2018 Project.

B. The Authority hereby authorizes the issuance of Bonds under the Trust Indenture which shall be designated and shall be distinguished from the Bonds of all other Series by the title, "Utility System Subordinated Revenue Bonds, Series 2018-B" and which shall be issued to the Fund in accordance with *N.J.S.A. 58:11B-9(a)* in the aggregate principal amount not to exceed \$1,875,000 (unless a higher amount is required by the State but in no event shall the 2018 Bonds in the aggregate exceed \$2,500,000) (the "Series 2018-B Bonds") to finance a portion of the costs of the 2018 Project. The Series 2018-A Bonds and the Series 2018-B Bonds are collectively referred to as the "2018 Bonds".

C. The Series 2018-A Bonds shall be issued to the I-Bank for the purpose of securing the Authority's obligations under the 2018 I-Bank Loan Agreement, and the Series 2018-B Bonds shall be issued to the State for the purpose of securing the Authority's obligations under the 2018 Fund Loan Agreement. The proceeds of the 2018 I-Bank Loan and the 2018 Fund Loan shall be used to pay the costs of the 2018 Project.

SECTION 4. Terms and Provisions of 2018 Bonds.

A. The 2018 Bonds shall be issued under and pursuant to the Trust Indenture, dated as of November 1, 2010 (the "Trust Indenture"), between the Authority and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by the Fifth Supplemental Trust Indenture to be hereafter executed by the Authority and the Trustee (the "Supplemental Indenture") authorizing the issuance of the 2018 Bonds, which Trust Indenture and Supplemental Indenture shall be in substantially the form attached hereto as Exhibit A.

B. The Series 2018-A Bonds shall be dated as set forth in the Supplemental Indenture. The Series 2018-A Bonds shall be issued in the aggregate principal amount not exceeding \$625,000 (unless a higher amount is required by the I-Bank but in no event shall the 2018 Bonds in the aggregate exceed \$2,500,000) as shall be determined by the Chairman, the Vice-Chairman or Executive Director of the Authority as provided in paragraph D of this Section 5 of this Resolution. The Series 2018-A Bonds shall mature on July 15 in each of the years and in the principal amounts, and shall bear interest from their dated date, payable on January 15 and July 15 of each year, commencing July 15, 2019 or such other date as shall be set forth in the Supplemental Indenture, at the rate per annum, as shall be determined by the Chairman, the Vice-Chairman or Executive Director of the Authority as provided in paragraph D of this Section 5 of this Resolution. The Series 2018-A Bonds shall have the conversion and registration privileges set forth in the Trust Indenture. The Series 2018-A Bonds shall be subject to redemption (with or without premium) as provided in the Supplemental Indenture.

C. The Series 2018-B Bonds shall be dated as set forth in the Supplemental Indenture. The Series 2018-B Bonds shall be issued in the aggregate principal amount not exceeding \$1,875,000 (unless a higher amount is required by the State but in no event shall the 2018 Bonds in the aggregate exceed \$2,500,000) as shall be determined by the Chairman, the Vice-Chairman or Executive Director of the Authority as provided in paragraph E of this Section 5 of this Resolution. The Series 2018-B Bonds shall mature on July 15th in each of the years and in the principal amounts, as shall be set forth in the Supplemental Indenture, as shall be determined by the Chairman, the Vice-Chairman or the Executive Director of the Authority as provided in paragraph E of this Section 5 of this Resolution. The Series 2018-B Bonds shall have the conversion and registration privileges set forth in the Trust Indenture. The Series 2018-B Bonds shall be subject to redemption (with or without premium) as provided in the Supplemental Indenture. The Series 2018-B Bonds shall bear interest at the rate of zero percent (0%) per annum.

D. There is hereby delegated to the Chairman, the Vice-Chairman or Executive Director of the Authority, subject to the limitations contained in the Trust Indenture and this Resolution, the power with respect to the Series 2018-A Bonds to determine the following:

- (i) the aggregate principal amount of the Series 2018-A Bonds to be issued, which principal amount shall not exceed the lesser of (a) \$625,000 (unless a higher amount is required by the I-Bank but in no event shall the 2018 Bonds in the aggregate exceed \$2,500,000) or (b) the principal amount of the loan to be made by the I-Bank to the Authority as set forth in the 2018 I-Bank Loan Agreement with respect to the 2018 Project;
- (ii) the maturity dates and principal amount of each maturity for the Series 2018-A Bonds, which dates and principal amounts shall comply with the provisions of paragraph B of this Section 5 of this Resolution and shall be the same dates and in the same amounts when and as the principal of the loans from the I-Bank to the Authority must be repaid in accordance with the 2018 I-Bank Loan Agreement; provided, however, that the final maturity date for the Series 2018-A Bonds shall not be later than July 15, 2038; and
- (iii) the interest rate for the Series 2018-A Bonds, which interest rate shall (a) not exceed 6.00% per annum, and (b) be the same rate of interest as the rate of interest, which the Authority is required to pay on the loans from the I-Bank to the Authority as set forth in the 2018 I-Bank Loan Agreement.

E. There is hereby delegated to the Chairman, the Vice-Chairman or Executive Director of the Authority, subject to the limitations contained in the Trust Indenture and this Resolution, the power with respect to the Series 2018-B Bonds to determine the following:

- (i) the aggregate principal amount of the Series 2018-B Bonds to be issued, which principal amount shall not exceed the lesser of (a) \$1,875,000 (unless a higher amount is required by the State but in no event shall the 2018 Bonds in the aggregate exceed \$2,500,000) or (b) the principal amount of the loan to be made by the State to the Authority as set forth in the 2018 Fund Loan Agreement with respect to the 2018 Project; and
- (ii) the maturity dates and principal amount of each maturity for the Series 2018-B Bonds, which dates and principal amounts shall comply with the provisions of paragraph C of this Section 5 of this Resolution and shall be the same dates and in the same amounts when and as the principal of the loans from the State to the Authority must be repaid in accordance with the 2018 Fund Loan Agreement provided, however, that the final maturity date for the Series 2018-B Bonds shall not be later than July 15, 2038.

F. The 2018 Bonds shall be issued in the aggregate principal amount shall mature on the date or dates, shall bear interest at the rate or rates of interest payable on the dates, and shall be subject to redemption, as shall be set forth in the Supplemental Indenture. The Supplemental Indenture shall also contain such other terms and provisions of the 2018 Bonds which are not established by this Resolution and which are not inconsistent with the terms and provisions of the Trust Indenture and this Resolution.

SECTION 5. Pledge, Source and Payment.

A. The 2018 Bonds shall be issued on a parity as to both payment and security with all other Bonds then outstanding under the Trust Indenture. Pursuant to the Trust Indenture, there will be pledged for the payment of the principal of Redemption Price of and interest on the 2018 Bonds in accordance with their terms and the provisions of the Trust Indenture (i) the Net Revenues, and (ii) the amounts on deposit in the Funds and Accounts (except the Operating Account and the General Account) established under the Trust Indenture.

B. The Authority expressly reserves the right to adopt one or more resolutions separate and apart from this Resolution and reserves the right to issue bonds under the Trust Indenture or other obligations of the Authority under such resolutions for any of its authorized purposes, including financing or refinancing the costs of any project, facility or undertaking permitted by the Act, provided that such other obligations shall not, in whole or in part, be payable from those moneys, investments, funds or assets expressly pledged by the Trust Indenture.

C. The 2018 Bonds shall be special and limited obligations of the Authority. The 2018 Bonds shall not be in any way a debt or liability of the State of New Jersey or of any political subdivision thereof (other than general obligations of the Authority) and shall not create or constitute any indebtedness, liability or obligation of the State of New Jersey or any such political subdivision or be or constitute a pledge of the faith and credit of the State of New Jersey or any such political subdivision.

SECTION 6. Approval of Trust Indenture and Fifth Supplemental Indenture. The Fifth Supplemental Trust Indenture in substantially the form attached hereto as Exhibit A is hereby approved. The Chairman, the Vice-Chairman or Executive Director of the Authority is hereby authorized and directed to execute and deliver the Fifth Supplemental Trust Indenture with such changes, insertions and omissions as may be approved by the Chairman, Vice-Chairman or Executive Director, said execution of the Fifth Supplemental Indenture being conclusive evidence of such approval and the Secretary is hereby authorized to affix and attest the seal of the Authority thereto.

SECTION 7. Execution and Authentication. The 2018 Bonds shall be executed in the name of the Authority by the manual or facsimile signatures of the Chairman or Vice-Chairman and the Treasurer, and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon, and attested by the manual or facsimile signature of the Secretary.

SECTION 8. The 2018 I-Bank Loan Agreement and 2018 Fund Loan Agreement.

A. The Authority hereby ratifies and confirms the Authority's application for loans for eligible costs of the 2018 Project from the I-Bank and the Fund and the associated costs of the I-Bank's financing therewith (the "2018 I-Bank Loan" and the "2018 Fund Loan", respectively). The Authority hereby approves the terms and provisions of the 2018 I-Bank Loan Agreement and the 2018 Fund Loan Agreement, and hereby authorizes and directs the Chairman, Vice-Chairman or Executive Director (each an "Authorized Officer") to execute and deliver on behalf of the Authority the 2018 I-Bank Loan Agreement and the 2018 Fund Loan Agreement with such changes as the Authorized Officer in their sole discretion, after consultation with counsel to the Authority and after further consultation with the I-Bank and the State and their representatives, agents, counsel and advisors, shall determine, such determination to be conclusively evidenced by the execution of each such agreement by an Authorized Officer as determined hereunder, provided that (i) the aggregate principal amount of the 2018 I-Bank Loan (including capitalized interest on the Series 2018-A Bonds, if any, and the Authority's pro rata share of the I-Bank's costs of issuance and underwriters' compensation) and the maximum interest rate on the principal installments thereof does not exceed the principal amount and interest rate allocated thereto as set forth in Section 5 hereof, and (ii) the aggregate principal amount of the 2018 Fund Loan does not exceed the principal amount allocated thereto as set forth in Section 5 hereof. The 2018 I-Bank Loan Agreement and the 2018 Fund Loan Agreement shall be in substantially the forms presented at this meeting together with such changes or additional terms and conditions as shall be consistent with this Resolution and the Supplemental Indenture, and shall not conflict with any other contract or court order to which the Authority is a party or by which the Authority or any of its properties may be bound. The Secretary of the Authority is hereby authorized to attest to the execution of the 2018 I-Bank Loan Agreement and the 2018 Fund Loan Agreement by an Authorized Officer as determined hereunder and to affix the corporate seal of the Authority to such agreements.

B. All amounts payable by the Authority in respect of the 2018 I-Bank Loan and the 2018 Fund Loan, under the 2018 I-Bank Loan Agreement and the 2018 Fund Loan Agreement, respectively, shall be paid by the Trustee on behalf of the Authority pursuant to and in accordance with the provisions of the Supplemental Resolution.

SECTION 9. Escrow Agreement. The Authority hereby approves the terms and provisions of the Escrow Agreement in the form presented at this meeting. An Authorized Officer is hereby authorized and directed to execute and deliver the Escrow Agreement in the form presented at this meeting together with such changes as the Authorized Officer, in their sole discretion after consultation with counsel to the Authority and after further consultation with the I-Bank and the State and their representatives, agents, counsel and advisors, shall determine, such determination to be conclusively evidenced by the execution of the Escrow Agreement by an Authorized Officer as determined hereunder. The Secretary of the Authority is hereby authorized to attest to the execution of the Escrow Agreement by an Authorized Officer as determined hereunder and to affix the corporate seal of the Authority to such agreements.

SECTION 10. Official Intent to Reimburse.

A. The Authority reasonably expects to reimburse its expenditure of costs of the 2018 Project paid prior to the issuance of the 2018 Bonds with proceeds of the 2018 Bonds.

B. This resolution is intended to be and hereby is a declaration of the Authority's official intent to reimburse the expenditure of costs of the 2018 Project paid prior to the issuance of the 2018 Bonds with the proceeds of a borrowing to be incurred by the Authority, in accordance with Treasury Regulations Section 150-2.

C. The costs of the 2018 Project to be reimbursed with the proceeds of the 2018 Bonds will be "capital expenditures" in accordance with the meaning of Section 150 of the Code.

D. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations Section 1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147 of the Code. The proceeds of the 2018 Bonds used to reimburse the Authority for costs of the 2018 Project, 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 Section 1.148-1) of the 2018 Bonds or another issue of debt obligations of the Authority, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations Section 1.148-1).

E. 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 2018 Bonds is paid, or (ii) the date the 2018 Project is "placed in service" (within the meaning of Treasury Regulations Section 1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

SECTION 11. Estoppel Statement. The Secretary of the Authority is hereby directed to have a notice of the adoption of this Resolution published in The Record and the Ridgewood News and posted in the office of the Authority and the office of the clerk of each municipality being a party to a Service Contract in the form prescribed by Section 40:14B-28 of the New Jersey Statutes.

SECTION 12. Prior Resolutions. All prior resolutions of the Authority or portions thereof inconsistent herewith are hereby repealed.

SECTION 13. Incidental Action. The Chairman, Vice-Chairman, Secretary, Treasurer, Executive Director and all other proper officers of the Authority are hereby authorized and directed to execute and deliver such other documents or instruments and to take such other action as may be necessary or appropriate in order to effectuate the issuance and sale of the 2018 Bonds, and any other action to modify or amend existing trust indentures to conform to the provisions of the Trust Indenture, all in accordance with the provisions of this Resolution.

SECTION 14. Definitions. All words, terms and phrases which are capitalized in this Resolution shall be deemed to have the meanings given to them by the definitions set forth in the Trust Indenture, unless the context clearly indicates otherwise.

SECTION 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a public meeting held on August 22, 2018.


SECRETARY


CHAIRMAN

Recorded Vote:

	Bonagura	Chewcaskie	Kelaher	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓						
Seconded				✓				
Aye	✓	✓	✓	✓	✓	✓	✓	✓
Nay								
Absent								
Abstain								
Recuse								

FIFTH SUPPLEMENTAL TRUST INDENTURE

By and Between

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

AND

_____,
as Trustee

Dated as of November 1, 2018

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FIFTH SUPPLEMENTAL TRUST INDENTURE, dated as of November 1, 2018, by and between the Northwest Bergen County Utilities Authority (the “Authority”), a body politic and corporate of the State of New Jersey, established pursuant to the Municipal and County Utilities Authorities Law, as amended and supplemented (N.J.S.A. 40:14B-1 et seq.), and _____, a banking corporation organized and existing under the laws of the State of _____, with fiduciary and trust powers in the State of New Jersey, as trustee (the “Trustee”).

The Authority covenants with the Trustee for the equal and proportionate benefit of the holders of the Authority’s Utility System Revenue Bonds, 2018A Bonds and 2018B Bonds (the “2018 Bonds”) and the holders of the Authority’s 2010 Bonds, as follows:

PRELIMINARY STATEMENT

The Authority is authorized by law, and deems it necessary and desirable, to enter into this Fifth Supplemental Trust Indenture for the purpose of issuing and securing the 2018 Bonds in accordance with Sections 202, 203, 204 and 801 of the Trust Indenture, dated as of November 1, 2010 (the “Initial Trust Indenture”), by and between the Authority and the [Trustee], as amended and supplemented, most recently by this Fifth Supplemental Trust Indenture, dated as of November 1, 2018. The Initial Trust Indenture as so amended and supplemented is hereinafter referred to as the “Trust Indenture.”

All acts and things necessary to constitute this Fifth Supplemental Trust Indenture a valid indenture and agreement according to its terms have been done and performed. The Authority has duly authorized the execution and delivery of this Fifth Supplemental Trust Indenture. The Authority, in the exercise of the legal right and power vested in it, executes this Fifth Supplemental Trust Indenture and proposes to make, execute, issue and deliver the 2018 Bonds hereunder and in accordance herewith.

ARTICLE I

AUTHORITY AND DEFINITIONS

101. Supplemental Indenture. This Fifth Supplemental Trust Indenture is supplemental to, and entered into pursuant to, the Trust Indenture.

102. Definitions.

1. Except as otherwise provided in this Fifth Supplemental Trust Indenture, all terms which are defined in the Trust Indenture shall have the same meanings, respectively, in this Fifth Supplemental Trust Indenture as such terms are given in the Trust Indenture.

2. The following terms shall have the following meanings in this Fifth Supplemental Trust Indenture:

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“State” shall mean the State of New Jersey acting by and through the New Jersey Department of Environmental Protection.

“State Loan Agreement” shall mean the loan agreement to be entered into by and between the Authority and the State.

“Tax Certificate” shall mean the Tax Certificate as to Arbitrage and the Instructions as to Compliance with the Provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended, executed by an Authority Officer on the date of initial issuance and delivery of the 2018 Bonds, as such Tax Certificate may be amended from time to time.

“Fifth Supplemental Trust Indenture” shall mean this Fifth Supplemental Trust Indenture.

“I-Bank” shall mean the New Jersey Infrastructure Bank, a public body corporate and politic of the State of New Jersey.

“I-Bank Loan Agreement” shall mean the loan agreement to be entered into by and between the Authority and the I-Bank.

“2018 Bonds” shall mean the 2018A Bonds and the 2018B Bonds.

“2018A Bonds” shall mean the Series of Bonds of the Authority authorized to be issued pursuant to Article II of this Fifth Supplemental Trust Indenture.

“2018B Bonds” shall mean the Series of Bonds of the Authority authorized to be issued pursuant to Article II of this Fifth Supplemental Trust Indenture.

“Utilities System Project” shall mean various sewer improvements, including replacement of existing aeration blower and replacement of existing waste activated sludge pumps.

103. Authority for this Fifth Supplemental Indenture. This Fifth Supplemental Indenture is entered into pursuant to the Act and Sections 202, 203, 204 and 801 of the Initial Trust Indenture.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE 2018 Bonds

201. Authorization, Principal Amount, Designation, Series and Purposes.

1. Pursuant to the provisions of the Trust Indenture, a series of Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in an aggregate principal amount of \$_____ as shown in the I-Bank Loan Agreement. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Utility System Subordinated Revenue Bonds, 2018A Series." Pursuant to the provisions of the Trust Indenture, another Series of Bonds entitled to the benefit, protection and security of such provisions is also hereby authorized in the aggregate principal amount of \$_____ as shown in the State Loan Agreement. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Utility System Subordinated Revenue Bonds, Series 2018B."

2. The 2018 Bonds shall be issued for the purposes of (i) undertaking the Utilities System Project, and (iii) paying a portion of the costs of the authorization, issuance, sale and delivery of the 2018 Bonds.

3. The Series 2018A Bonds shall be issued to the I-Bank for the purposes of (a) evidencing the loan made by the I-Bank to the Authority pursuant to the I-Bank Loan Agreement, and (b) paying certain administrative costs of the I-Bank required in connection with receiving the loan from the I-Bank.

4. The Series 2018B Bonds shall be issued to the State for the purpose of evidencing the loan made by the State to the Authority pursuant to the State Loan Agreement.

202. Principal Amount, Date, Maturities and Interest Rates for the 2018A Bonds. The 2018A Bonds shall be issued in an aggregate principal amount of \$_____ as shown in the I-Bank Loan Agreement, and shall be dated the date of delivery and shall mature on the dates and in the principal amounts and shall bear interest from their dated date, payable on July 15 and January 15 of each year, commencing July 15, 2019, at the rates per annum, shown in the I-Bank Loan Agreement.

203. Principal Amount, Date, Maturities and Interest Rates for the 2018B Bonds. The 2018B Bonds shall be issued in an aggregate principal amount of \$_____ as shown in the State Loan Agreement, and shall be dated the date of delivery and shall mature on the dates and in the principal amounts shown in the State Loan Agreement.

The 2018B Bonds shall bear interest at the rate of zero percent (0%) per annum.

204. Manner and Place of Payment. The principal of the 2018 Bonds shall be payable at the corporate trust office of _____, _____, New Jersey, as Trustee and Paying Agent or in such other manner as may be provided in the I-Bank Loan Agreement or the State Loan Agreement, on the respective maturity dates of the 2018

Bonds. Interest on the 2018 Bonds shall be payable by check or draft mailed by the Trustee, as Paying Agent, to the registered owner thereof as provided in the I-Bank Loan Agreement.

205. Denominations, Numbering and Lettering. The 2018A Bonds shall be issued in fully registered form and registered in the name of the I-Bank. The 2018A Bonds shall be issued in the form of one certificate in the denomination of the aggregate principal amount of the 2018A Bonds. The 2018A Bonds shall be issued in substantially the form set forth in Section 208 hereof. Unless the Authority shall otherwise direct, the 2018A Bonds shall be numbered from one (1) upward preceded by the letter "R" prefixed to the number.

The 2018B Bonds shall be issued in fully registered form and registered in the name of the State. The 2018B Bonds shall be issued in the form of one certificate in the denomination of the aggregate principal amount of the 2018B Bonds. The 2018B Bonds shall be issued in substantially the form set forth in Section 208 hereof. Unless the Authority shall otherwise direct, the 2018B Bonds shall be numbered from one (1) upward preceded by the letter "R" prefixed to the number.

206. Redemption. The 2018A Bonds may be redeemed in whole or in part prior to the maturity thereof at the option of the Authority and upon the prior approval of the I-Bank (a copy of which approval shall be delivered to the Trustee), subject to the conditions set forth in the I-Bank Loan Agreement. The 2018B Bonds may be redeemed in whole or in part prior to the maturity thereof at the option of the Authority and upon the prior approval of the State (a copy of which approval shall be delivered to the Trustee), subject to the conditions set forth in the State Loan Agreement.

207. Establishment of Accounts, Application of Proceeds of 2018 Bonds.

1. For purposes of the Trust Indenture, it is hereby determined that the 2018A Bonds are being issued by the Authority in consideration of the funding by the I-Bank of the Project Loan Account (as designated and referred to in the I-Bank Loan Agreement) and that the amounts to be loaned to the Authority by the I-Bank pursuant to the I-Bank Loan Agreement shall be held in such Project Loan Account until requisitioned in accordance with the provisions of the I-Bank Loan Agreement. Any amounts requisitioned from such Project Loan Account shall constitute proceeds of the 2018A Bonds. The Trustee is authorized to pay the costs of the authorization, issuance, sale and delivery of the 2018A Bonds upon delivery to the Trustee of the Authority's written requisition therefor substantially in the form attached hereto as Exhibit A.

2. For purposes of the Trust Indenture, it is hereby determined that the 2018B Bonds are being issue by the Authority in consideration of the State making available to the Authority amounts on deposit in the Project Loan Account (as defined in the State Loan Agreement) and that the amounts to be loaned to the Authority by the State pursuant to the State Loan Agreement shall be held in the Project Loan Account as provided in the State Loan Agreement until requisitioned in accordance with the provisions of the State Loan Agreement. Any amounts requisitioned from the Project Loan Account shall constitute proceeds of the 2018B Bonds.

3. In addition to the application of the proceeds of the 2018 Bonds as provided in subsections 1 and 2 of this Section 207, there shall be deposited into the Bond Reserve Account

on or prior to the date of issuance and delivery of the 2018 Bonds, available moneys of the Authority in an amount sufficient so that the amount on deposit in the Bond Reserve Account, after giving effect to the issuance of the 2018 Bonds, equals the amount required to be on deposit in the Bond Reserve Account as provided in Section 507 of the Trust Indenture.

208. Covenants With Respect to Tax Matters. In addition to the covenants contained in Article VII of the Initial Trust Indenture, the Authority hereby covenants and agrees with the Trustee and the Holders of the 2018 Bonds as follows:

(i) The Authority shall cause to maintain the exclusion of interest on the 2018 Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, and in furtherance of such covenant, the Authority shall comply with the provisions of the Tax Certificate;

(ii) The Authority shall not take or permit any action or fail to take any action, which would cause the 2018 Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code; or which would cause the 2018 Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code; nor shall any part of the proceeds of the 2018 Bonds or any other funds of the Authority be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Purchaser Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code;

(iii) the Authority shall make any and all payments required be made to the United States Department of the Treasury in connection with the 2018 Bond pursuant to Section 148 (f) of the Code from amounts on deposit in the Accounts established under the Trust Indenture and available therefor; and

(iv) Notwithstanding any other provisions of the Trust Indenture to the contrary, so long as necessary in order to maintain the exclusion of interest on the 2018 Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, the covenants contained in this Section 207 shall survive the payment of the Purchaser Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 1201 of the Initial Trust Indenture.

209. Form of 2018 Bonds and Trustee’s Certificate of Authentication. Subject to the provisions of the Trust Indenture, the 2018 Bonds and the Trustee’s Certificate of Authentication thereon shall be in substantially the following form with such variations, omissions and insertions as are required or permitted by the Trust Indenture:

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF BERGEN
NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

UTILITY SYSTEM SUBORDINATED REVENUE BOND, SERIES 2018A

No. R-1 \$ _____

Interest Rate	Maturity Date	Dated Date
As shown on Schedule A	As shown on Schedule A	November __, 2018

Registered Owner: NEW JERSEY INFRASTRUCTURE BANK

Principal Sum:

THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (the "Authority"), a public body corporate and politic of the State of New Jersey, acknowledges itself indebted to, and for value received hereby promises to pay to, the registered owner stated hereon or registered assigns, (i) the principal sum stated hereon or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined) in lawful money of the United States of America, at the times and in the amounts determined as provided in the Loan Agreement, together with (ii) Interest on the Loan constituting the Interest Portion, the Administrative Fee and any late charges incurred under the Loan Agreement (as such terms are defined in the Loan Agreement) in the amount calculated as provided in the Loan Agreement, payable on the days and in the amounts and as provided in the Loan Agreement, which principal amount and Interest Portion of the Interest on the Loan shall, unless otherwise provided in the Loan Agreement, be payable on the days and in the amounts as also set forth in Exhibit A attached hereto under the column headings respectively entitled "Principal" and "Interest", plus (iii) any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein. This bond, as to principal and redemption price, is payable solely from the funds pledged therefor, upon presentation and surrender of this bond at the corporate trust office of _____, _____, New Jersey (such bank and any successors thereto being herein called the "Paying Agent"), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay on until the Authority's obligation with respect to the payment of such principal sum shall be discharged to the registered owner hereof, interest on such principal sum at the interest rate per annum stated hereon from the dated date hereof by check or draft of the Trustee hereinafter mentioned mailed to the registered owner hereof who shall appear as of the first day of the calendar month next preceding such interest payment date on the registration books of the Authority maintained by the Trustee, as Bond Registrar. Capitalized terms used in this bond which are not otherwise defined herein shall have the meaning given to such terms in the Trust Indenture (as hereinafter defined). The Authority irrevocably pledges its Pledged

Assets (as defined in the Trust Indenture) for the punctual payment of the principal of and the Interest on this Bond (as defined in the Loan Agreement) and for the punctual payment of all other amounts due under this Bond and the Loan Agreement according to their respective terms.

This bond is a special and limited obligation of the Authority subject to the rights of the holders of the Authority's bonds issued pursuant to the Trust Indenture by and between the Authority and Fidelity Union Bank/First National State Bank, dated June 1, 1984 and is one of a duly authorized issue of bonds of the Authority designated as its "Utility System Subordinated Revenue Bonds, Series 2018B" (the "2018A Bonds") issued under and pursuant to the Municipal and County Utilities Authorities Law, P.L. 1957, C.183 (N.J.S.A. 40:14B-1 *et seq.*, as amended and supplemented) (the "Act"), a resolution of the Authority adopted on August __, 2018 (the "2018 Bond Resolution") and a Trust Indenture by and between the Authority and The Bank of New York Mellon, as Trustee (the "Trustee"), dated of November 1, 2010 (the "General Trust Indenture"), as amended and supplemented, most recently by the Fifth Supplemental Indenture, dated as of November 1, 2018 (the General Trust Indenture, as so amended and supplemented hereinafter referred to as, the "Trust Indenture") and other applicable laws and the Loan Agreement dated as of November 1, 2018 by and between the I-Bank and the Authority (the "Loan Agreement"). This Bond is issued in consideration of the loan made under the Loan Agreement (the "Loan") to evidence the payment obligations of the Authority set forth in the Loan Agreement. This Bond has been assigned to Zions Bank, a Division of ZB, National Association, as trustee (the "I-Bank's Trustee") under the "Environmental Infrastructure Bond Resolution, Series 2018B", adopted by the I-Bank on _____, 2018, as the same may be amended and supplemented in accordance with the terms thereof (the "I-Bank Bond Resolution"), and payments hereunder shall, except as otherwise provided in the Loan Agreement, be made directly to the I-Bank's Trustee for the account of the I-Bank pursuant to such assignment. Such assignment has been made as security for the payment of the I-Bank Bonds (as defined in the Loan Agreement) issued to finance or refinance the Loan and as otherwise described in the Loan Agreement. This Bond is subject to further assignment or endorsement in accordance with the terms of the I-Bank Bond Resolution and the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Bond.

On the date of issuance and delivery of the 2018A Bonds, the 2018B Bonds, the, 2015 Bonds, the 2014 Bonds, the 2012 Bonds and the 2010 Bonds will be outstanding under the Trust Indenture and will be equally and ratably secured with the 2018A Bonds. Under the Trust Indenture, the Authority may hereafter issue additional series of bonds from time to time on a parity with, and secured and payable equally and ratably with, the 2010 Bonds, the 2012 Bonds, the 2014 Bonds, the 2015 Bonds, the 2018B Bonds and all other bonds then outstanding under the Trust Indenture. The 2018A Bonds and any other bonds heretofore or hereafter issued by the Authority under the Trust Indenture are hereinafter collectively referred to as the "Bonds."

The Bonds are equally and proportionately secured by (i) the Net Revenues of the Authority as defined in the Trust Indenture and (ii) all monies and securities in certain accounts held by the Trustee pursuant to the Trust Indenture. The Net Revenues of the Authority include payments received pursuant to service contracts between the Authority and the municipalities which are parties thereto less the Authority's Operating Expenses. The obligations of the municipalities under the service contracts or general obligations of such municipalities, and the

municipalities have the power and are obligated to levy unlimited ad valorem taxes in an amount sufficient to provide for the payment of such obligations.

This bond is one of the duly authorized 2018A Bonds issued in the aggregate principal amount as shown in the I-Bank Loan Agreement under the Trust Indenture. Copies of the Trust Indenture are on file at the offices of the Authority and the Trustee, and reference to the Trust Indenture and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing the Bonds, the nature and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds with respect thereto and the terms and conditions upon which the Bonds are issued thereunder.

The 2018A Bonds are issued in the form of a registered bond. This bond is transferable, as provided in the Trust Indenture, only upon the books of the Authority kept for that purpose at the principal corporate office of the Trustee by the registered owner thereof in person, or by his duly authorized attorney, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new registered bond or bonds and in the same aggregate principal amounts and maturities, shall be issued to the transferee in exchange therefor as provided in the Trust Indenture, and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes.

The Trust Indenture permits a discharge and satisfaction of the pledge of the Net Revenues and other moneys and securities pledged by the Trust Indenture upon delivery to the Trustee of moneys or direct obligations of the United States of America in an amount sufficient to provide moneys for the payment when due of the principal of and interest on the 2018A Bonds.

THIS BOND SHALL NOT IN ANY WAY BE A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE SPECIAL AND LIMITED OBLIGATION OF THE AUTHORITY) AND SHALL NOT CREATE OR CONSTITUTE ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE STATE OF NEW JERSEY OR ANY SUCH POLITICAL SUBDIVISION OR BE OR CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY SUCH POLITICAL SUBDIVISION. THE ACT PROVIDES THAT NEITHER THE MEMBERS OF THE AUTHORITY NOR ANY PERSON EXECUTING THE BONDS SHALL BE PERSONALLY LIABLE THEREON BY REASON OF THE ISSUANCE THEREOF. THE AUTHORITY HAS NO TAXING POWER.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the series of Bonds of which this is one, together with all other indebtedness of the Authority, complies in all respects with the applicable laws of the State of New Jersey, including, particularly, the Act.

Pursuant to the Loan Agreement, disbursements shall be made by the Trustee to the Authority, in accordance with written instructions of the Trust, upon receipt by the Trust and the I-Bank's Trustee of requisitions from the Authority executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Authority to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the I-Bank under the Loan Agreement or under any other agreement between the Authority and the I-Bank or out of any indebtedness or liability at any time owing to the Authority by the I-Bank or for any other reason.

This Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

This 2018A Bond shall not be entitled to any benefit under the Trust Indenture or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

IN WITNESS WHEREOF, NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and Treasurer, and its corporate seal to be impressed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its Secretary, all as of the Dated Date hereof.

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____
Chairman

[Seal]

Attest:

Secretary

By: _____
Treasurer

**[FORM OF CERTIFICATE OF AUTHENTICATION
ON ALL 2018A Bonds]**

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Trust Indenture and is one of the Utility System Subordinated Revenue Bonds, Series 2018A, of Northwest Bergen County Utilities Authority.

Date of Authentication

_____,
as Trustee

November __, 2018

By: _____

Authorized Signature

[TO BE PRINTED ON REVERSE SIDE OF ALL 2018A Bonds]

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(Please print or typewrite name and addresses of transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE. The signature of this assignment must correspond with the name as written upon the face of the bond in every particular, without alteration or enlargement or any change whatsoever.

ASSIGNMENT

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF BERGEN
NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

UTILITY SYSTEM SUBORDINATED REVENUE BOND, SERIES 2018B

No. R-1

\$ _____

Interest Rate	Maturity Date	Dated Date
As shown on Schedule A	As shown on Schedule A	November __, 2018

Registered Owner: THE STATE OF NEW JERSEY ACTING BY AND THROUGH THE
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Principal Sum:

THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (the "Authority"), a public body corporate and politic of the State of New Jersey, acknowledges itself indebted to, and for value received hereby promises to pay to, the registered owner stated hereon or registered assigns, the principal sum stated hereon or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined) in lawful money of the United States of America, on the maturity date stated above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender hereof, and to pay to the registered owner hereof interest on such principal sum from the date hereof until the Authority's obligation with respect to the payment of such principal sum shall be discharged at the interest rate per annum stated hereon, payable on the fifteenth day of January and July in each year, commencing July 15, 2019. This bond, as to principal and redemption price, is payable solely from the funds pledged therefor, upon presentation and surrender of this bond at the corporate trust office of _____, _____, New Jersey (such bank and any successors thereto being herein called the "Paying Agent"), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay until the Authority's obligation with respect to the payment of such principal sum shall be discharged to the registered owner hereof, interest on such principal sum at the interest rate per annum stated hereon from the dated date hereof by check or draft of the Trustee hereinafter mentioned mailed to the registered owner hereof who shall appear as of the first day of the calendar month next preceding such interest payment date on the registration books of the Authority maintained by the Trustee, as Bond Registrar. Capitalized terms used in this bond which are not otherwise defined herein shall have the meaning given to such terms in the Trust Indenture (as hereinafter defined). The Authority irrevocably pledges its Pledged Assets (as defined in the Trust Indenture) for the punctual payment of the principal of, and all other amounts due under, this Bond and the Loan Agreement according to their respective terms.

This bond is a special and limited obligation of the Authority subject to the rights of the holders of the Authority's bonds issued pursuant to the Trust Indenture by and between the Authority and Fidelity Union Bank/First National State Bank, dated June 1, 1984 and is one of a duly authorized issue of bonds of the Authority designated as its "Utility System Subordinated Revenue Bonds, Series 2018B" (the "2018B Bonds") issued under and pursuant to the Municipal and County Utilities Authorities Law, P.L. 1957, C.183 (N.J.S.A. 40:14B-1 *et seq.*, as amended and supplemented) (the "Act"), a resolution of the Authority adopted on August __, 2018 (the "2018 Bond Resolution") and a Trust Indenture by and between the Authority and The Bank of New York Mellon, as Trustee (the "Trustee"), dated of November 1, 2010 (the "General Trust Indenture"), as amended and supplemented, most recently by the Fifth Supplemental Indenture, dated as of November 1, 2018 (the General Trust Indenture, as so amended and supplemented hereinafter referred to as, the "Trust Indenture") and other applicable laws and the Loan Agreement dated as of November 1, 2018 by and between the State, acting by and through the New Jersey Department of Environmental Protection, and the Authority (the "Loan Agreement"). This Bond is issued in consideration of the loan made under the Loan Agreement (the "Loan") to evidence the payment obligations of the Authority set forth therein. Payments under this Bond shall, except as otherwise provided in the Loan Agreement, be made directly to the Trustee (as defined in the Loan Agreement) for the account of the State. This Bond is subject to assignment or endorsement in accordance with the terms of the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Bond.

On the date of issuance and delivery of the 2018B Bonds, the 2018A Bonds, the 2015 Bonds, the 2014 Bonds, the 2012 Bonds and the 2010 Bonds will be outstanding under the Trust Indenture and will be equally and ratably secured with the 2018B Bonds. Under the Trust Indenture, the Authority may hereafter issue additional series of bonds from time to time on a parity with, and secured and payable equally and ratably with, the 2010 Bonds, the 2012 Bonds, the 2014 Bonds, the 2015 Bonds, the 2018A Bonds and all other bonds then outstanding under the Trust Indenture. The 2018B Bonds and any other bonds heretofore or hereafter issued by the Authority under the Trust Indenture are hereinafter collectively referred to as the "Bonds."

The Bonds are equally and proportionately secured by (i) the Net Revenues of the Authority as defined in the Trust Indenture and (ii) all monies and securities in certain accounts held by the Trustee pursuant to the Trust Indenture. The Net Revenues of the Authority include payments received pursuant to service contracts between the Authority and the municipalities which are parties thereto less the Authority's Operating Expenses. The obligations of the municipalities under the service contracts or general obligations of such municipalities, and the municipalities have the power and are obligated to levy unlimited ad valorem taxes in an amount sufficient to provide for the payment of such obligations.

This bond is one of the duly authorized 2018B Bonds issued in the aggregate principal amount of \$_____ under the Trust Indenture. Copies of the Trust Indenture are on file at the offices of the Authority and the Trustee, and reference to the Trust Indenture and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing the Bonds, the nature and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds with respect thereto and the terms and conditions upon which the Bonds are issued thereunder.

The 2018B Bonds are issued in the form of a registered bond. This bond is transferable, as provided in the Trust Indenture, only upon the books of the Authority kept for that purpose at the principal corporate office of the Trustee by the registered owner thereof in person, or by his duly authorized attorney, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new registered bond or bonds and in the same aggregate principal amounts and maturities, shall be issued to the transferee in exchange therefor as provided in the Trust Indenture, and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes.

The Trust Indenture permits a discharge and satisfaction of the pledge of the Net Revenues and other moneys and securities pledged by the Trust Indenture upon delivery to the Trustee of moneys or direct obligations of the United States of America in an amount sufficient to provide moneys for the payment when due of the principal of and interest on the 2018B Bonds.

THIS BOND SHALL NOT IN ANY WAY BE A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE SPECIAL AND LIMITED OBLIGATION OF THE AUTHORITY) AND SHALL NOT CREATE OR CONSTITUTE ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE STATE OF NEW JERSEY OR ANY SUCH POLITICAL SUBDIVISION OR BE OR CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY SUCH POLITICAL SUBDIVISION. THE ACT PROVIDES THAT NEITHER THE MEMBERS OF THE AUTHORITY NOR ANY PERSON EXECUTING THE BONDS SHALL BE PERSONALLY LIABLE THEREON BY REASON OF THE ISSUANCE THEREOF. THE AUTHORITY HAS NO TAXING POWER.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the series of Bonds of which this is one, together with all other indebtedness of the Authority, complies in all respects with the applicable laws of the State of New Jersey, including, particularly, the Act.

Pursuant to the Loan Agreement, disbursements shall be made by the State to the Authority upon receipt by the State of requisitions from the Authority executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Authority to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the State under the Loan Agreement or under any other agreement between the Authority and the State or out of any indebtedness or liability at any time owing to the Authority by the State or for any other reason.

This Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

To the extent provided by law, this Series 2018B Bond is junior and subordinate in all respects to any bonds of the Authority issued on even date herewith to the I-bank as to lien on, and source and security for payment from, the general revenues of the Authority.

This 2018B Bond shall not be entitled to any benefit under the Trust Indenture or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

IN WITNESS WHEREOF, NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and Treasurer, and its corporate seal to be impressed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its Secretary, all as of the Dated Date hereof.

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____
Chairman

[Seal]

Attest:

Secretary

By: _____
Treasurer

**[FORM OF CERTIFICATE OF AUTHENTICATION
ON ALL 2018B Bonds]**

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Trust Indenture and is one of the Utility System Subordinated Revenue Bonds, Series 2018B, of Northwest Bergen County Utilities Authority.

Date of Authentication

_____,
as Trustee

November __, 2018

By: _____
Authorized Signature

[TO BE PRINTED ON REVERSE SIDE OF ALL 2018B Bonds]

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(Please print or typewrite name and addresses of transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE. The signature of this assignment must correspond with the name as written upon the face of the bond in every particular, without alteration or enlargement or any change whatsoever.

ARTICLE III

TRUST INDENTURE TO REMAIN IN EFFECT; EFFECTIVE DATE

301. Trust Indenture to Remain in Effect. Except as supplemented and amended by this Fifth Supplemental Trust Indenture, the Trust Indenture shall remain in full force and effect.

302. Effective Date. This Fifth Supplemental Trust Indenture shall become effective immediately upon its execution and filing with the Trustee.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Fifth Supplemental Trust Indenture to be executed by their respective duly authorized officers, all as of the day and year first written above.

[SEAL]

Attest

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

Secretary

By _____
Chairman

Attest

_____,
as Trustee

Name:
Title

By _____

EXHIBIT A

FORM OF REQUISITION CERTIFICATE

TO: _____

_____, New Jersey _____

REQUISITION NO. 1

The undersigned, an Authority Officer of the Northwest Bergen County Utilities Authority (the "Authority"), as defined in the Trust Indenture, dated as of November 1, 2010 (the "Indenture") between the Authority and _____, as Trustee, as amended and supplemented, including specifically, as amended and supplemented by the Fifth Supplemental Trust Indenture, dated as of November 1, 2018 (the "Supplemental Indenture"), makes the following requisition for payment from 2018 Costs of Issuance Account established pursuant to the Supplemental Indenture:

Payment to: See Schedule A attached hereto.

Address of Payee: See Schedule A attached hereto.

Amount: See Schedule A attached hereto.

Reason for Payment: See Schedule A attached hereto.

I hereby certify that such amount is based on an obligation properly incurred pursuant to the provisions of the Supplemental Indenture, is a cost of the authorization, issuance, sale and delivery of the Authority's Utility System Subordinated Revenue Bonds, Series 2018, is unpaid or unreimbursed and has not been the basis of any previously paid requisition. The amount requested, to the extent it represents a reimbursement to the Authority, does not exceed the actual cost thereof to the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

By: _____
Authority Officer

CERTIFICATE

I, Alison Gordon, Secretary of the Northwest Bergen County Utilities Authority (the “Authority”), DO HEREBY CERTIFY that attached hereto as Exhibit A is a true and complete copy of the Fifth Supplemental Trust Indenture (the “Fifth Supplemental Trust Indenture”), dated as of November 1, 2018, by and between the Authority and _____, as trustee, which Fifth Supplemental Trust Indenture has not been altered, amended, supplemented or repealed and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Authority this ____ day of _____, 2018.

Secretary

[SEAL]

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 88-2018

Date: August 22, 2018

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

WHEREAS, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

WHEREAS, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

WHEREAS, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of July 2018 and Health Benefits and Dental Benefits transfers for August 2018; and

WHEREAS, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listed on the attached reports and have found them to be in order.

NOW, THEREFORE, BE IT RESOLVED,

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated August 13, 2018 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$241,660.45

ACCOUNT: Tax Deposit Account
Total: \$87,876.15

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$111,977.06

ACCOUNT: Health Benefits Contribution Employee
Total: \$12,038.27

ACCOUNT: Dental Benefits
Total Transfer: \$4,455.75

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 88-2018

Date: August 22, 2018

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$32,186.87

ACCOUNT: Defined Contribution Retirement Program – Employer

Total Transfer: \$12.50

ACCOUNT: Defined Contribution Retirement Program – Employee

Total Transfer: \$26.00

ACCOUNT: Operating Account

Total: \$366,533.32

ACCOUNT: General Improvement Account

Total: \$47,065.41


SECRETARY


CHAIRMAN

RECORDED VOTE:

	Bonagura	Chewcaskie	Kelahr	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓						
Seconded			✓					
Aye	✓	✓	✓	✓	✓	✓	✓	✓
Nay								
Absent								
Abstain								
Recuse								

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2018

Date: August 22, 2018

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF MIDLAND PARK**

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

WHEREAS, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") and the Borough of Midland Park (the "Borough") had entered into an Shared Services Agreement on October 11, 2017 for a duration of one (1) year with a termination date of October 10, 2018 for the Authority to act as the New Jersey Licensed Operator for the Borough; and

WHEREAS, the Borough has adopted its Resolution No. 006-18 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

WHEREAS, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year subject to the terms and conditions set forth in said agreement attached hereto.

NOW THEREFORE BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The Authority shall enter into a Shared Services Agreement with the Borough of Midland Park for a duration of one (1) year to act as the New Jersey Licensed Sewer Operator for the Borough.
2. The Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Midland Park annexed hereto and made a part thereof.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2018

Date: August 22, 2018

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF MIDLAND PARK**

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on August 22, 2018.


SECRETARY


CHAIRMAN

RECORDED VOTE:

	Bonagura	Chewcaskie	Kelahr	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓						
Seconded			✓					
Aye	✓	✓	✓	✓	✓	✓	✓	✓
Nay								
Absent								
Abstain								
Recuse								

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this 11th day of October 2018, by and among:

THE BOROUGH OF MIDLAND PARK, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Midland Park" and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as "NBCUA".

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et. seq.*) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et. seq.*) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough of Midland Park and the NBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Midland Park the services of a licensed sewer operator, and

WHEREAS, Midland Park has adopted Resolution #~~006-18~~ which authorizes Midland Park to enter into an agreement with the NBCUA, for the services of a licensed sewer operator as requested.

NOW, THEREFORE, this Agreement is entered into by and among the Borough of Midland Park and the NBCUA for the purpose of defining and specifying the obligations of the parties and the Borough of Midland Park and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 *et. seq.*, both the Borough of Midland Park and the NBCUA shall adopt the appropriate Resolutions, which will formally authorize the entering into of this Agreement between the parties.

2. The duration of this Agreement shall be for a period of one (1) year following the commencement date and will supersede any previously agreed upon agreement between the Borough of Midland Park and NBCUA for the services of a licensed sewer operator. The commencement date shall be October 11, 2018.

3. The NBCUA shall provide the following services to the Borough of Midland Park:

A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for the Borough of Midland Park.

4. In consideration for the services to be rendered by the NBCUA to Midland Park, pursuant to Paragraph 3 above, the Borough of Midland Park shall pay the NBCUA four (4) equal installments of \$800.00 on or before March 1st, June 1st, September 1st and December 1st of each year, for a total annual compensation of \$3,200.00

5. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Starting six (6) months from the Commencement Date, either party may terminate this Agreement by giving at least six (6) months written notice to the other party.

6. Each party to this Agreement represents to the other party thereto that the Officials executing this Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.

7. The parties recognize that the individuals who shall be designated as the Primary Contact Persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Manager of the Borough's Public Works Department, for Midland Park. The Primary Contact individual shall be noticed on all issues of importance and shall be responsible for initiating all requests for repairs and corrective actions to be carried out by NBCUA or Midland Park, as applicable.

8. The NBCUA will provide a certificate of insurance designating Midland Park as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.

9. Midland Park assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Midland Park, its agents, servants or employees.

10. The effective date of this Agreement shall be October 11, 2018 and the expiration shall be October 10, 2019, unless the agreement is terminated pursuant to paragraph 5 above.

11. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.

12. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST:

BOROUGH OF MIDLAND PARK

Adeline M. Hanna

By: Ray Shatunsky Jr

Date: 7/12/18

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____
CHAIRMAN

Date: _____

**BOROUGH OF MIDLAND PARK
RESOLUTION #006-18
JANUARY 1, 2018
REORGANIZATION**

(2018 Borough Professionals)

WHEREAS, a need exists for professional services for the Borough of Midland Park for the calendar year 2018 and

WHEREAS, funds are available for such services and have been properly appropriated in the temporary Local Municipal Budget; and

WHEREAS, N.J.S.A. 40A:11-1, (Local Public Contracts Law) allows municipalities to contract for such professional services without the drawing of specifications for the receipt of competitive bids,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Midland Park that the following appointments for professional services for the year 2018 be and are hereby approved.

The appointment of the following professionals is hereby authorized and directed:

- Stephen Puntasecca - Municipal Risk Manager
- N.W.B.C.U.A. - Licensed Sewer Operator Services
- Steve Rogut, Esq. - Bond Counsel
- (Rogut McCarthy Troy LLC)
- Northwest Regional - Health Services (Board of Health)
- Health Commission
- Izenberg Appraisal Associates – Borough Appraiser

BE IT FURTHER RESOLVED, by the Council of the Borough of Midland Park that aforementioned appointments for professional services be published in accordance with the Local Public Contracts Law.

Wendy Martin
Wendy Martin, Deputy Borough Clerk

Harry Shortway Jr.
Harry Shortway Jr., Mayor

Member	Motion	Second	Aye	Nay	Abstain	Absent
Kamp			✓			
Iannone			✓			
Kruis			✓			
DeLuca	✓		✓			
Peet			✓			
Sansone		✓	✓			

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2018

Date: August 22, 2018

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF DUMONT**

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

WHEREAS, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") and the Borough of Dumont (the "Borough") had entered into a Shared Services Agreement on July 19, 2016 with a commencement date of September 1, 2016 and a termination date of September 1, 2018 for the services of monthly monitoring of the Borough's five (5) waste water pump stations as well as any and all agreed upon repairs, 24 hours a day, 365 days per year; and

WHEREAS, the Borough has adopted its Resolution No. 185 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

WHEREAS, the Authority desires to enter into this agreement with the Borough for a duration of two (2) years subject to the terms and conditions set forth in said agreement attached hereto.

NOW THEREFORE, BE IT RESOLVED, the by the Commissioners of the Northwest Bergen County Utilities Authority as follows:

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Dumont for a duration of two (2) years for the services of monthly monitoring of the Borough's five (5) waste water pump stations as well as any and all agreed upon repairs, 24 hours a day, 365 days per year.
2. The Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Dumont annexed hereto and made a part thereof.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2018

Date: August 22, 2018

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF DUMONT**

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on August 22, 2018.


SECRETARY


CHAIRMAN

RECORDED VOTE:

	Bonagura	Chewcaskie	Kelaheer	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓						
Seconded			✓					
Aye	✓	✓	✓	✓	✓	✓	✓	✓
Nay								
Absent								
Abstain								
Recuse								

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this 17th day of July 2018 by and among:

The Borough of Dumont, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Borough", and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as NWBCUA.

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough and the NWBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NWBCUA would provide to the Borough, the monthly inspections/monitoring of the Boroughs five (5) wastewater pump stations, and any and all agreed upon repairs, 24 hours a day and 365 days per year potential response time to call-outs and emergencies; and

WHEREAS, the Borough has adopted a Resolution (185) which authorizes Borough to enter into an agreement with the NWBCUA, for the services of monitoring the Borough's wastewater pump stations and any agreed upon miscellaneous services.

NOW, THEREFORE, this agreement is entered into by the Borough and the NWBCUA for the purpose of defining and specifying the obligations of the parties and Borough and the NWBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both the Borough and the NWBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of two (2) years following the commencement date. The commencement date shall be September 1, 2018.
3. The NWBCUA shall provide the following services to the Borough of Dumont:
 - A. The NWBCUA shall perform monthly monitoring of Borough's five (5) wastewater pump station.

- B. Perform repairs, corrective action and respond to pump station alarms during business hours, **as directed by the Borough**. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
- C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours, **as directed by the Borough**. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NWBCUA approved holidays.
4. In consideration for the services to be rendered by the NWBCUA to the Borough of Dumont, pursuant to Paragraph 3 above the Borough of Dumont shall pay the NWBCUA four (4) equal installments of \$1,250.00 on or before March 1st, June 1st, September 1st and December 1st of each year for a total annual compensation of \$5,000.00. The rate of compensation paid by the Borough of Dumont to the NWBCUA for repairs, corrective actions and other requested activities would be \$87.62 per man-hour for business hours and \$109.51 per man-hour for non-business hours. A minimum of two (2) hours shall be billed by NWBCUA for each request for services from Dumont.
 5. The NWBCUA shall provide the Borough of Dumont with an invoice reflecting all time and work provided by its staff for repairs and response service during the invoiced period. Said invoices shall be paid by the Borough of Dumont within 45 days of receipt.
 6. The parties agree to be bound by this Agreement for a minimum of twenty-four (24) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least six (6) months' written notice to the other party.
 7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
 8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Superintendent of the NWBCUA for the NWBCUA and the Supervisor of the Borough's Public Works Department for the Borough of Dumont. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
 9. The Primary Contact Persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping station.
 10. The NWBCUA will provide a certificate of insurance designating Borough of Dumont as an additional insured, with the same limits and coverage as the NWBCUA has in place with their current insurance program.
 11. The Borough of Dumont assumes all liability for, and agrees to indemnify and hold the NWBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Dumont, its agents, servants or employees.
 12. The effective date of this Agreement shall be September 1, 2018 and the expiration date shall be August 31, 2020, unless the Agreement is terminated pursuant to paragraph 6 above.

13. The NWBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
14. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month day and year first above written.

ATTEST:

Borough of Dumont


Borough Clerk


Mayor

Date:

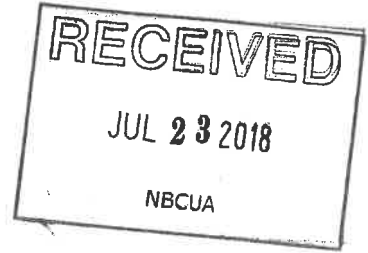
ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

Alison Gordon, Secretary

Date:


Michael Kasparian, Chairman



**2018
BOROUGH OF DUMONT
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Di PAOLO	✓			
LaBRUNO				✓
MANNA	✓			
RIQUELME	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR KELLY				
TOTALS	5			1

Resolution No. 185
 Date: July 17, 2018
 Page: 1 of 2
 Subject: NWBCUA Shared Service
 Purpose: Pump Stations
 Dollar Amount: \$5,000 annually
 Prepared By: Susan Connelly, RMC

Offered by: Stewart
 Seconded by: Riquelme

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

**Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey**

**SHARED SERVICE AGREEMENT WITH NORTHWEST
BERGEN COUNTY UTILITIES AUTHORITY**

WHEREAS, the Borough of Dumont seeks to enter an agreement for monthly pump station checks at the five pump stations within the Borough; and

WHEREAS, the Borough of Dumont has reviewed a proposal by Northwest Bergen County Utilities Authority (NBCUA), a duly authorized regional utility authority pursuant to N.J.S.A. 40:14B-1, et seq., offering to execute a contract to perform such services at the rate of \$5,000.00 per year for a period of two years, commencing September 1, 2018; and

WHEREAS, the Governing Body now seeks to authorize entry into a Shared Services Agreement with said NBCUA to provide such services at the aforesaid rate and any other

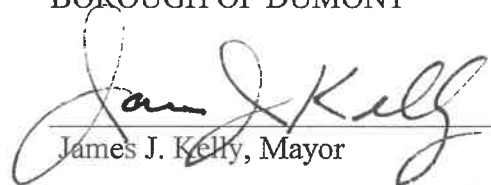
services which would be beneficial to the Borough; and

WHEREAS, the Chief Financial Officer has determined sufficient funds are available in the Operating Account, or such other account as shall be determined, in an amount adequate to compensate NBCUA as determined by the Superintendent of Public Works and Public Works committee and to be authorized by resolution ratifying the said Shared Services agreement and setting the total value prior to performance of services or payment of fees;

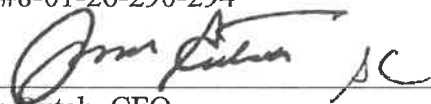
BE IT RESOLVED, by the Council of the Borough of Dumont, County of Bergen, State of New Jersey that the Mayor be and is hereby authorized to execute a Shared Services agreement with NBCUA services for a term not to exceed two (2) years in a form acceptable to and approved by the Borough Attorney, and to transmit same to counsel for NBCUA for review and ratification by that Authority; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be transmitted to the CFO, Finance, Executive Director of NBCUA, the County Executive, and the Bergen County Board of Chosen Freeholders, upon adoption and execution hereof.

BOROUGH OF DUMONT


James J. Kelly, Mayor

I hereby certify that funds for this agreement are available in Sanitary Sewer Other Expense;
Acc't #8-01-26-290-294


Joseph Rutch, CFO

Date: July 17, 2018

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2018

Date: August 22, 2018

**PROPOSED SANITARY SEWER EXTENSION
1 LAKE STREET
BOROUGH OF UPPER SADDLE RIVER, NEW JERSEY**

WHEREAS, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the “Authority”) by Toll Brothers, Inc. on behalf of the Borough of Upper Saddle River (hereinafter referred to as the “Applicant”) for approval of a proposed sanitary sewer extension to be located at 1 Lake Street in the Borough of Upper Saddle River (hereinafter referred to as the “Project”); and

WHEREAS, the Project proposes to provide sanitary sewer service to a proposed 208 single family townhouses and a 3,450 square foot clubhouse with a pool; and

WHEREAS, finding that when completed, the average daily flow increase in flow due to the Project will be 9,170 gallons per day (gpd) and no additional EDUs will become tributary to the Authority’s system from the Borough of Upper Saddle River; and

WHEREAS, the Authority’s technical advisor has reviewed the application, documents and drawings submitted in support thereof and, by memorandum dated August 14, 2018 has recommended that the Authority approve the Project, subject to fulfillment of certain terms and conditions.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made by Toll Brothers, Inc., on behalf of the Borough of Upper Saddle River for a proposed sanitary sewer extension to be located at 1 Lake Street in the Borough of Upper Saddle River be approved upon the condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

1. The construction shall conform to all applicable requirements of the Borough of Upper Saddle River;
2. The installation of the sewers and appurtenances be inspected and approved by the Borough of Upper Saddle River;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2018

Date: August 22, 2018

**PROPOSED SANITARY SEWER EXTENSION
1 LAKE STREET
BOROUGH OF UPPER SADDLE RIVER, NEW JERSEY**

3. That all newly constructed sewers be tested for infiltration and exfiltration and that such testing be observed and the results approved by an Authority engineer who has been provided with 2 days notice of such testing;
4. That the Applicant pay for engineering expenses incurred by the Authority for all inspection and testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Project;
6. That any manholes constructed or modified by reason of this Project be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Project;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;
9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005; and
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2018

Date: August 22, 2018

**PROPOSED SANITARY SEWER EXTENSION
1 LAKE STREET
BOROUGH OF UPPER SADDLE RIVER, NEW JERSEY**

FURTHER RESOLVED, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Project as may be required by governmental agencies having jurisdiction thereover.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on August 22, 2018.


SECRETARY


CHAIRMAN

RECORDED VOTE:

	Bonagura	Chewcaskie	Kelahr	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓						
Seconded			✓					
Aye	✓	✓	✓	✓	✓	✓	✓	✓
Nay								
Absent								
Abstain								
Recuse								

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2018

Date: August 22, 2018

**AUTHORIZATION TO AWARD CONTRACT NO. 284 – HO-HO-KUS TRUNK SEWER
EAST INTERCEPTOR REHABILITATION**

WHEREAS, upon advertisement and pursuant to specifications, the Authority solicited bid proposals in connection with Contract No. 284 – Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation; and

WHEREAS, the bid proposals were received by the Authority on August 22, 2018; and

WHEREAS, the bids received were as follows:

J. Fletcher Creamer & Son, Inc.	\$298,750.00
CRS Contractors, Inc.	\$398,275.00
Montana Construction	\$525,625.00

WHEREAS, the Authority's Consulting Engineer has reviewed the bid proposals and determined that J. Fletcher Creamer & Son, Inc. has submitted all of the required documents and are found to be the lowest responsible bidder; and

WHEREAS, it has been recommended by the Authority's Engineer that Contract No. 284 be awarded to J. Fletcher Creamer & Son, Inc. subject to review by the Authority's Legal Counsel and subject to approval from the New Jersey Department of Environmental Protection.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Northwest Bergen County Utilities Authority the following:

1. Contract No. 284 – Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation be awarded to J. Fletcher Creamer & Son, Inc. located at 101 East Broadway, Hackensack, New Jersey in the amount of \$298,750.
2. Award of Contract No. 284 to J. Fletcher Creamer & Son, Inc. is subject to the review of the bid proposals by the Authority's Legal Counsel and to approval by the New Jersey Department of Environmental Protection.
3. The award of Contract No. 284 to J. Fletcher Creamer & Son, Inc. is contingent upon and subject to the receipt of closing and funding of a project loan from the New Jersey Infrastructure Bank, which loan is the source of funds for Contract 284.
4. The formal action(s) of the Commissioners of the Northwest Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).
5. The Chairman or Vice-Chairman of the Authority shall be and hereby is authorized to execute any such contract on behalf of the Authority.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2018

Date: August 22, 2018

**AUTHORIZATION TO AWARD CONTRACT NO. 284 – HO-HO-KUS TRUNK SEWER
EAST INTERCEPTOR REHABILITATION**

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on August 22, 2018.


SECRETARY


CHAIRMAN

RECORDED VOTE:

	Bonagura	Chewcaskie	Kelاهر	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓						
Seconded			✓					
Aye	✓	✓	✓	✓	✓	✓	✓	✓
Nay								
Absent								
Abstain								
Recuse								

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 95-2018

Date: August 22, 2018

APPOINTMENT OF EXECUTIVE DIRECTOR – JAMES ROTUNDO

WHEREAS, the Authority serves as a body politic and corporate constituting a political subdivision of the State of New Jersey, existing under and by virtue of N.J.S.A. 40:14B-1 et.seq.; and

WHEREAS, pursuant to N.J.S.A. 40:14B-18, the Authority is authorized to appoint and employ full or part-time, inter alia, an Executive Director, as the Authority may determine necessary for its efficient operations, and shall determine those qualifications, terms of office, duties, compensation and enter into contracts therefore, for periods not exceeding five (5) years, as it determines necessary; and

WHEREAS, by Resolution dated December 27, 1982, the Authority established the position of Executive Director; and

WHEREAS, a vacancy has occurred in the position of Executive Director following the contract expiration of Howard Hurwitz; and

WHEREAS, Mr. James Rotundo has served in the position of Assistant Executive Director since December 13, 2010 and has performed in this role in an exemplary manner; and

WHEREAS, the Commissioners of the Authority consider James Rotundo competent and qualified to perform the duties of the office of Executive Director of the Northwest Bergen County Utilities Authority; and

WHEREAS, the Authority has determined on the basis of the foregoing to appoint James Rotundo Executive Director of the Authority for a three-year term commencing September 1, 2018 and ending August 31, 2021, at a starting annual salary of \$135,000.00, with an increase to \$145,000.00 per year after one year of service as executive director, and \$155,000.00 per year after two years of service as executive director; and

WHEREAS, the terms and conditions of the appointment herein shall be and they are hereby subject to the availability and appropriation annually of sufficient funds as may be required to meet any extended obligation contained herein; and

WHEREAS, the Authority concludes that the appointment contemplated herein shall be and is hereby determined to be necessary for the efficient operations of the Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority as follows:

1. James Rotundo shall be and is hereby appointed to serve as Executive Director for three (3) years, commencing September 1, 2018 until August 31, 2021, at a starting annual salary of \$135,000.00, with an increase to \$145,000.00 per year after one year of service as executive director, and \$155,000.00 per year after two years of service as executive director. Mr. Rotundo shall also receive such leave and other benefits as are provided to other employees of the Authority consistent with and in accordance with the Authority's policies and procedures.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 96-2018

Date: August 22, 2018

**APPROVAL OF CREATION OF NEW POSITION, AUTHORITY ENGINEER, AND
APPOINTMENT OF HOWARD HURWITZ**

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") has determined that there presently exists the need to create a new position entitled "Authority Engineer"; and

WHEREAS, N.J.S.A. 40:14B-1 provides, *inter alia*, that the Authority may "appoint and employ, such other agents and employees as it may require and determine their duties and compensation"; and

WHEREAS, the position will require the application of engineering and management principles to support all areas of the Authority's business as a Federal and State regulated New Jersey Public Water System; and

WHEREAS, the Authority Engineer shall report to the Executive Director; and

WHEREAS, the position involves a variety of administrative and technical duties related to public works and environmental engineering. Areas of responsibility are versatile and include: the overall technical/engineering activities of the Authority, procurement, planning, design, construction, safety, system additions and improvements, flow metering and various other support activities; and

WHEREAS, the position requires an understanding of and involvement in all facets of NBCUA operations and systems; and

WHEREAS, Howard Hurwitz is a chemical engineer with over 55 years of professional experience including over 35 years specializing in the environmental field, and has been responsible for management of projects and programs in the field of environmental controls for industrial and utility clients; and

WHEREAS, Mr. Hurwitz has served as the Executive Director of the NBCUA since 2004, in which role he has been responsible for management of the NBCUA's wastewater treatment plant and collection System; management of the day-to-day affairs of the Authority; performance of all operational procedures required by the New Jersey Department of Environmental Protection; representing the Authority at governmental meetings and many other such conferences necessary for the efficient administration of the Authority; and

WHEREAS, the Authority has determined that based on his experience, Mr. Howard Hurwitz is competent, qualified and experienced to perform this job and therefore desires to offer the position of the Authority Engineer to Mr. Hurwitz; and

WHEREAS, the Authority has determined on the basis of the foregoing to hire Mr. Hurwitz as the Authority Engineer effective September 1, 2018, to work twenty-one (21) hours per week at a rate of eighty-five dollars (\$85.00) per hour; and

WHEREAS, there are sufficient funds available in the Authority budget for this new position.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

Job Description: ***Authority Engineer, Management Level***

Summary

The position will require the application of engineering and management principles to support all areas of the Authority's business as a Federal and State regulated New Jersey Public Water System.

Duties and Responsibilities

The Authority Engineer will work under the general direction of the Executive Director. The position involves a variety of administrative and technical duties related to public works and environmental engineering. Areas of responsibility are versatile and include: the overall technical/engineering activities of the Authority, procurement, planning, design, construction, safety, insurance, system additions and improvements, flow metering and various other support activities. The position requires an understanding of and involvement in all facets of NBCUA operations and systems.

Duties Include (but not limited to):

- Participate in the design of facility features and perform computations involved in engineering construction and operations.
- Provide technical and financial review of potential system improvement options.
- Development of request for proposals and/or bids for consulting services, equipment purchases, contracted services, etc.
- Participate in proposal and bid review;
- Participate in project management and construction administration;
- Provide capital planning and assist in budget preparation;