

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 39-2022

Date: March 15, 2022

RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY APPROVING AND AUTHORIZING THE 2022 PROJECT; AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF UTILITY SYSTEM SUBORDINATED REVENUE BONDS, SERIES 2022 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 2022 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 SEVENTH 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 2022 BONDS; AND AUTHORIZING OFFICERS OF THE AUTHORITY TO TAKE ALL OTHER ACTION NECESSARY, ADVISABLE OR INCIDENTAL THERETO

Adopted: March 15, 2022

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, pursuant to the "Resolution Authorizing the Issuance of Project Notes of the Northwest Bergen County Utilities Authority in Connection with The Construction Financing

Loan Program of the New Jersey Environmental Infrastructure Bank” which was duly adopted by the Authority on April 17, 2018, the Authority had determined to finance various sewer improvements, through the issuance of its project notes issued on February 13, 2019, including (a) improvements to the Authority’s wastewater pump stations, including Midland Park Pump Station, Ho-Ho-Kus Pump Station, Darlington Pump Station and Goffle Road Pump Station (S340700-15), (b) improvements at the wastewater treatment plant facility located in Waldwick, New Jersey (S340700-16) and (c) improvements to the Authority’s gravity interceptor piping system and manholes (S340700-18 and S340700-19) (the “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 a portion of the costs of the Project, specifically improvements to the Authority’s wastewater pump stations, including Midland Park Pump Station, Ho-Ho-Kus Pump Station, Darlington Pump Station and Goffle Road Pump Station (S340700-15) (the “2022 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 “2022 I-Bank Loan Agreement”) and the State (“2022 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 2022-A, in an aggregate principal amount not to exceed \$1,900,000 (unless a higher amount is required by the I-Bank but in no event shall the 2022 Bonds in the aggregate exceed \$7,318,635) (the “Series 2022-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 2022 Project, (ii) the issuance, sale and delivery of its Utility System Subordinated Revenue Bonds, Series 2022-B, in an aggregate principal amount not to exceed \$5,418,635 (unless a higher amount is required by the State but in no event shall the 2022 Bonds in the aggregate exceed \$7,318,635) (the “Series 2022-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 2022 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 2022

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 2022 Project. Pursuant to the provisions of the Act and the Trust Indenture, the Authority does hereby determine to acquire and construct the 2022 Project and to operate the 2022 Project as a part of the System.

SECTION 2. Estimated Cost of the 2022 Project. The estimated cost of the 2022 Project is \$7,224,847.

SECTION 3. Authorization for the Issuance of 2022 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 2022-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 \$1,900,000 (unless a higher amount is required by the I-Bank but in no event shall the 2022 Bonds in the aggregate exceed \$7,318,635) (the "Series 2022-A Bonds") to finance a portion of the costs of the 2022 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 2022-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 \$5,418,635 (unless a higher amount is required by the State but in no event shall the 2022 Bonds in the aggregate exceed \$7,318,635) (the "Series 2022-B Bonds") to finance a portion of the costs of the 2022 Project. The Series 2022-A Bonds and the Series 2022-B Bonds are collectively referred to as the "2022 Bonds".

C. The Series 2022-A Bonds shall be issued to the I-Bank for the purpose of securing the Authority's obligations under the 2022 I-Bank Loan Agreement, and the Series 2022-B Bonds shall be issued to the State for the purpose of securing the Authority's obligations under the 2022 Fund Loan Agreement. The proceeds of the 2022 I-Bank Loan and the 2022 Fund Loan shall be used to pay the costs of the 2022 Project.

SECTION 4. Terms and Provisions of 2022 Bonds.

A. The 2022 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 Seventh Supplemental Trust Indenture to be hereafter executed by the Authority and the Trustee (the "Supplemental Indenture") authorizing the issuance of the 2022 Bonds, which Trust Indenture and Supplemental Indenture shall be in substantially the form attached hereto as Exhibit A.

B. The Series 2022-A Bonds shall be dated as set forth in the Supplemental Indenture. The Series 2022-A Bonds shall be issued in the aggregate principal amount not exceeding \$1,900,000 (unless a higher amount is required by the I-Bank but in no event shall the 2022 Bonds in the aggregate exceed \$7,318,635) as shall be determined by the Chairman, the Vice-Chairman or Executive Director of the Authority as provided in paragraph D of this Section 4 of this Resolution. The Series 2022-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, 2022 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 4 of this Resolution. The Series 2022-A Bonds shall have the conversion and registration privileges set forth in the Trust Indenture. The Series 2022-A Bonds shall be subject to redemption (with or without premium) as provided in the Supplemental Indenture.

C. The Series 2022-B Bonds shall be dated as set forth in the Supplemental Indenture. The Series 2022-B Bonds shall be issued in the aggregate principal amount not exceeding \$5,418,635 (unless a higher amount is required by the State but in no event shall the 2022 Bonds in the aggregate exceed \$7,318,635) as shall be determined by the Chairman, the Vice-Chairman or Executive Director of the Authority as provided in paragraph E of this Section 4 of this Resolution. The Series 2022-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 4 of this Resolution. The Series 2022-B Bonds shall have the conversion and registration privileges set forth in the Trust Indenture. The Series 2022-B Bonds shall be subject to redemption (with or without premium) as provided in the Supplemental Indenture. The Series 2022-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 2022-A Bonds to determine the following:

- (i) the aggregate principal amount of the Series 2022-A Bonds to be issued, which principal amount shall not exceed the lesser of (a) \$1,900,000 (unless a higher amount is required by the I-Bank but in no event shall the 2022 Bonds in the aggregate exceed \$7,318,635) or (b) the principal amount of the loan to be made by the I-Bank to the Authority as set forth in the 2022 I-Bank Loan Agreement with respect to the 2022 Project;
- (ii) the maturity dates and principal amount of each maturity for the Series 2022-A Bonds, which dates and principal amounts shall comply with the provisions of paragraph B of this Section 4 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 2022 I-Bank Loan

Agreement; provided, however, that the final maturity date for the Series 2022-A Bonds shall not be later than July 15, 2042; and

- (iii) the interest rate for the Series 2022-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 2022 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 2022-B Bonds to determine the following:

- (i) the aggregate principal amount of the Series 2022-B Bonds to be issued, which principal amount shall not exceed the lesser of (a) \$5,418,635 (unless a higher amount is required by the State but in no event shall the 2022 Bonds in the aggregate exceed \$7,318,635) or (b) the principal amount of the loan to be made by the State to the Authority as set forth in the 2022 Fund Loan Agreement with respect to the 2022 Project; and
- (ii) the maturity dates and principal amount of each maturity for the Series 2022-B Bonds, which dates and principal amounts shall comply with the provisions of paragraph C of this Section 4 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 2022 Fund Loan Agreement provided, however, that the final maturity date for the Series 2022-B Bonds shall not be later than July 15, 2042.

F. The 2022 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 2022 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 2022 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 2022 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 2022 Bonds shall be special and limited obligations of the Authority. The 2022 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 Seventh Supplemental Indenture. The Seventh 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 Seventh 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 Seventh 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 2022 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 2022 I-Bank Loan Agreement and 2022 Fund Loan Agreement.

A. The Authority hereby ratifies and confirms the Authority's application for loans for eligible costs of the 2022 Project from the I-Bank and the Fund and the associated costs of the I-Bank's financing therewith (the "2022 I-Bank Loan" and the "2022 Fund Loan", respectively). The Authority hereby approves the terms and provisions of the 2022 I-Bank Loan Agreement and the 2022 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 2022 I-Bank Loan Agreement and the 2022 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 2022 I-Bank Loan (including capitalized interest on the Series 2022-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 4 hereof, and (ii) the aggregate principal amount of the 2022 Fund Loan does not exceed the principal amount allocated thereto as set forth in Section 4 hereof. The 2022 I-Bank Loan Agreement and the 2022 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 2022 I-Bank Loan Agreement and the 2022 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 2022 I-Bank Loan and the 2022 Fund Loan, under the 2022 I-Bank Loan Agreement and the 2022 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 2022 Project paid prior to the issuance of the 2022 Bonds with proceeds of the 2022 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 2022 Project paid prior to the issuance of the 2022 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 2022 Project to be reimbursed with the proceeds of the 2022 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 2022 Bonds used to reimburse the Authority for costs of the 2022 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 2022 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 2022 Bonds is paid, or (ii) the date the 2022 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 2022 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.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on March 15, 2022.


SECRETARY


CHAIRMAN

Recorded Vote:

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

SEVENTH SUPPLEMENTAL TRUST INDENTURE

By and Between

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

AND

THE BANK OF NEW YORK MELLON,
as Trustee

Dated as of June 1, 2022

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SEVENTH SUPPLEMENTAL TRUST INDENTURE, dated as of June 1, 2022, 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 The Bank of New York Mellon, a banking corporation organized and existing under the laws of the State of New York, 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, 2022A Bonds and 2022B Bonds (the “2022 Bonds”) and the holders of the Authority’s Outstanding Bonds, as follows:

PRELIMINARY STATEMENT

The Authority is authorized by law, and deems it necessary and desirable, to enter into this Seventh Supplemental Trust Indenture for the purpose of issuing and securing the 2022 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 Seventh Supplemental Trust Indenture, dated as of June 1, 2022. 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 Seventh 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 Seventh Supplemental Trust Indenture. The Authority, in the exercise of the legal right and power vested in it, executes this Seventh Supplemental Trust Indenture and proposes to make, execute, issue and deliver the 2022 Bonds hereunder and in accordance herewith.

ARTICLE I

AUTHORITY AND DEFINITIONS

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

102. Definitions.

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

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

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

“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.

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

“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 2022 Bonds, as such Tax Certificate may be amended from time to time, provided, however, that with respect to the 2022 Bonds, Tax Certificate shall mean the tax provisions set forth in the I-Bank Loan Agreement.

“2022 Bonds” shall mean the 2022A Bonds and the 2022B Bonds.

“2022A Bonds” shall mean the Series of Bonds of the Authority authorized to be issued pursuant to Article II of this Seventh Supplemental Trust Indenture.

“2022B Bonds” shall mean the Series of Bonds of the Authority authorized to be issued pursuant to Article II of this Seventh Supplemental Trust Indenture.

“Utilities System Project” shall mean various sewer improvements, including (a) improvements at the wastewater treatment plant facility located in Waldwick, New Jersey (S40700-16), and (b) improvements to the Authority’s gravity interceptor piping system and manholes, specifically rehabilitation of certain sections of the trunk sewer east interceptor and acquisition of certain equipment in connection therewith (S340700-18).

103. Authority for this Seventh Supplemental Indenture. This Seventh 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 2022 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, 2022A 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 \$4,368,578 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 2022B."

2. The 2022 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 2022 Bonds.

3. The Series 2022A 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 2022B 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 2022A Bonds. The 2022A 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, 2022, at the rates per annum, shown in the I-Bank Loan Agreement.

203. Principal Amount, Date, Maturities and Interest Rates for the 2022B Bonds. The 2022B 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 2022B Bonds shall bear interest at the rate of zero percent (0%) per annum.

204. Manner and Place of Payment. The principal of the 2022 Bonds shall be payable at the corporate trust office of The Bank of New York Mellon, Woodland Park, 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 2022

Bonds. Interest on the 2022 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 2022A Bonds shall be issued in fully registered form and registered in the name of the I-Bank. The 2022A Bonds shall be issued in the form of one certificate in the denomination of the aggregate principal amount of the 2022A Bonds. The 2022A Bonds shall be issued in substantially the form set forth in Section 208 hereof. Unless the Authority shall otherwise direct, the 2022A Bonds shall be numbered from one (1) upward preceded by the letter "R" prefixed to the number.

The 2022B Bonds shall be issued in fully registered form and registered in the name of the State. The 2022B Bonds shall be issued in the form of one certificate in the denomination of the aggregate principal amount of the 2022B Bonds. The 2022B Bonds shall be issued in substantially the form set forth in Section 208 hereof. Unless the Authority shall otherwise direct, the 2022B Bonds shall be numbered from one (1) upward preceded by the letter "R" prefixed to the number.

206. Redemption. The 2022A 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 2022B 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 2022 Bonds.

1. For purposes of the Trust Indenture, it is hereby determined that the 2022A Bonds are being issued by the Authority in consideration of the funding by the I-Bank of the Project Loan Account (as established, 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 (and not in the Construction Account under the Trust Indenture) 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 2022A Bonds.

2. For purposes of the Trust Indenture, it is hereby determined that the 2022B Bonds are being issued by the Authority in consideration of the funding by the State of the Project Loan Account (as established, designated and referred to 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 such Project Loan Account (and not in the Construction Account under the Trust Indenture) until requisitioned in accordance with the provisions of the State Loan Agreement. Any amounts requisitioned from such Project Loan Account shall constitute proceeds of the 2022B Bonds.

3. In addition to the application of the proceeds of the 2022 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 2022 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 2022 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 2022 Bonds as follows:

(i) The Authority shall cause to maintain the exclusion of interest on the 2022 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 2022 Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code; or which would cause the 2022 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 2022 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 2022 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 2022 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 2022 Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, the covenants contained in this Section 208 shall survive the payment of the 2022 Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 1201 of the Initial Trust Indenture.

209. Form of 2022 Bonds and Trustee’s Certificate of Authentication. Subject to the provisions of the Trust Indenture, the 2022 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 2022A

No. R-1

\$ _____

Interest Rate	Maturity Date	Dated Date
As shown on Schedule A	As shown on Schedule A	June __, 2022

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 The Bank of New York Mellon, Woodland Park, 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 2022A" (the "2022A 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 September 21, 2022 (the "2022 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 Seventh Supplemental Indenture, dated as of June 1, 2022 (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 June 1, 2022 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 2022B", adopted by the I-Bank on _____, 2022, 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 2022A Bonds, the 2022B Bonds, the 2021 Bonds, the 2018 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 2022A 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 2018 Bonds, the 2021 Bonds, the 2022B Bonds and all other bonds then outstanding under the Trust Indenture. The 2022A 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 2022A 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 2022A 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 2022A 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 I-Bank, upon receipt by the I-Bank 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 2022A 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 2022A 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 2022A, of Northwest Bergen County Utilities Authority.

Date of Authentication

_____,

as Trustee

June __, 2022

By: _____

Authorized Signature

[TO BE PRINTED ON REVERSE SIDE OF ALL 2022A 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 2022B

No. R-1

\$ _____

Interest Rate	Maturity Date	Dated Date
As shown on Schedule A	As shown on Schedule A	June __, 2022

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, 2022. 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 The Bank of New York Mellon, Woodland Park, 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 2022B" (the "2022B 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 September 21, 2022 (the "2022 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 Seventh Supplemental Indenture, dated as of June 1, 2022 (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 June 1, 2022 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 2022B Bonds, the 2022A Bonds, the 2021 Bonds, the 2018 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 2022B 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 2018 Bonds, the 2021 Bonds, the 2022A Bonds and all other bonds then outstanding under the Trust Indenture. The 2022B 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 2022B 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 2022B 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 2022B 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 2022B 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 2022B 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 2022B 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 2022B, of Northwest Bergen County Utilities Authority.

Date of Authentication

_____,

as Trustee

June __, 2022

By: _____

Authorized Signature

[TO BE PRINTED ON REVERSE SIDE OF ALL 2022B 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 Seventh Supplemental Trust Indenture, the Trust Indenture shall remain in full force and effect.

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

303. Counterparts. This Seventh Supplemental Trust Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Seventh 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

Alison Gordon, Secretary

By _____
Michael Kasparian, Chairman

Attest

The Bank of New York Mellon,
as Trustee

Name: David J. O'Brien
Title: Vice President

By _____
Name: Rick J. Fierro
Title: Vice President

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 Seventh Supplemental Trust Indenture (the "Seventh Supplemental Trust Indenture"), dated as of June 1, 2022, by and between the Authority and the trustee named therein, which Seventh 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 ___th day of June, 2022.

Secretary

[SEAL]