

RESOLUTION NO. 2016-0032

**RESOLUTION OF THE BERKELEY TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY AUTHORIZING
THE ISSUANCE AND SALE OF NOT TO EXCEED \$700,000
PRINCIPAL AMOUNT OF A PROJECT NOTE FOR THE
REFUNDING OF THE AUTHORITY'S CONSTRUCTION
FINANCING NOTE ISSUED ON JUNE 23, 2015 TO THE
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE
TRUST AND DETERMINING VARIOUS MATTERS
RELATING THERETO**

WHEREAS, The Berkeley Township Municipal Utilities Authority (the "Authority") adopted a resolution entitled, "Resolution Authorizing the Issuance of Revenue Bonds of The Berkeley Township Municipal Utilities Authority" (the "General Bond Resolution," and as amended and supplemented, the "Bond Resolution"), providing for, among other things, the construction, acquisition, improvement or replacement of all or any part of the Water System (as defined therein) and the issuance of obligations to provide for the payment of the costs therefore; and

WHEREAS, the Authority has submitted to the New Jersey Department of Environmental Protection (the "DEP") and the New Jersey Environmental Infrastructure Trust (the "Trust") an application for the construction of a new water supply well (to be known as Well #4), all as more particularly described in plans which are on file in the offices of the Authority; and

WHEREAS, the Trust required the Authority to bifurcate the Well #4 project into 2 projects, one for a test well (the "Test Well Project") and one for the production well (the "Production Well Project"); and

WHEREAS, the Authority heretofore determined that there exists a need to construct, renovate and install a project consisting of the construction of the Test Well Project (the "2015 Project"), and to obtain temporary financing for the 2015 Project through the Trust's Construction Financing Program (as defined below), in anticipation of permanent financing for the 2015 Project through participation in the Trust's Environmental Infrastructure Financing Program; and

WHEREAS, in order to participate in Trust's Environmental Infrastructure Financing Program, the Authority intends to issue its subordinated bonds pursuant to one or more subordinated bond resolutions, to provide for, among other things, (1) the permanent financing of the 2015 Project; (2) to provide security for loan(s) from the New Jersey Environmental Infrastructure Trust and the State of New Jersey; and (3) the payment of the costs associated with the issuance of such bonds; and

WHEREAS, the Authority has determined to temporarily finance the construction, renovation or installation of the 2015 Project prior to the bond closing with respect to the Trust's Environmental Infrastructure Financing Program (scheduled to occur in 2016 or 2017), and to

undertake such temporary financing with the proceeds one or more interim loans to be made by the Trust (the "Construction Loan") to the Authority, pursuant to the Construction Financing Trust Loan Program of the Trust (the "Construction Financing Program"); and

WHEREAS, on December 18, 2014, the Authority adopted a resolution entitled "RESOLUTION OF THE BEREKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$1,000,000 PRINCIPAL AMOUNT OF A PROJECT NOTE RELATING TO THE CONSTRUCTION FINANCING TRUST LOAN PROGRAM OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND DETERMINING VARIOUS MATTERS RELATING THERETO" authorizing the issuance of a note for the Test Well Project; and

WHEREAS, on June 23, 2015, the Authority issued its "Berkeley Township Municipal Utilities Authority Note Relating to the Construction Financing Trust Loan Program of the New Jersey Environmental Infrastructure Trust" in the aggregate principal amount of \$618,887 and with a maturity date of May 31, 2016 (the "2015 Note") for the Test Well Project; and

WHEREAS, the Authority had expected to combine the rollover of the 2015 Note with a note for the Production Well Project, but the Production Well Project has been delayed beyond the maturity date of the 2015 Note; and

WHEREAS, the Authority now wishes to issue a note to refinance the 2015 Note to a maturity date following completion of the Production Well Project and to the succeeding bond issuance opportunity under the Trust's Environmental Infrastructure Program; and

WHEREAS, in order to (i) refinance the 2015 Note and accrued interest thereon, (ii) evidence and secure the repayment obligation of the Authority to the Trust with respect to the Construction Loan and (iii) satisfy the requirements of the Construction Financing Program, it is the desire of the Authority to issue and sell to the Trust the "Project Note Relating to the Construction Financing Trust Loan Program of the New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to \$700,000 (the "2016 Note"); and

WHEREAS, it is the desire of the Authority to authorize, execute, attest and deliver the 2016 Note to the Trust pursuant to the terms of (i) the Municipal Utilities Authorities Law (codified at N.J.S.A. 40:14B-1 *et seq.*, as the same may from time to time be amended and supplemented) (the "Authority Enabling Act") and the "Local Authorities Fiscal Control Law", constituting Chapter 313 of the Pamphlet Laws of 1983 of the State of New Jersey (codified at N.J.S.A. 40A:5A-1 *et seq.*), as the same may from time to time be amended and supplemented (the "Local Authorities Fiscal Control Law"); and

WHEREAS, Section 12 of the Local Authorities Fiscal Control Law and N.J.S.A. 58:11B-9 each allow for the sale of the 2016 Note to the Trust, without any public offering, all pursuant to the terms and conditions set forth therein; and

WHEREAS, the Authority desires to set forth certain terms relating to the issuance of the 2016 Note pursuant to this resolution;

NOW, THEREFORE BE IT RESOLVED by The Berkeley Township Municipal Utilities Authority, as follows:

SECTION 1. In accordance with Section 12 of the Local Authorities Fiscal Control Law and N.J.S.A. 58:11B-9, in order to provide funds with which to provide for the financing of the 2016 Project and in anticipation of the application of the proceeds of the issuance and sale of long-term bonds of the Authority issued for such purpose, the Authority hereby determines to borrow a sum not to exceed One Million Dollars (\$1,000,000) and issue its negotiable project notes in one or more series in the principal amount not exceeding said sum (herein called the "Note").

SECTION 2. Such Note shall be designated "Project Note Relating to the Construction Financing Trust Loan Program of the New Jersey Environmental Infrastructure Trust," and shall contain an additional designation if sold in blocks or shall contain such other designation as may be determined by the Chairman or Secretary of the Authority if sold as part of a consolidated issue. Said Note may be sold at one time or in blocks from time to time as may be determined by the Chairman or Secretary of the Authority. The Chairman, Vice Chairman or Executive Director of the Authority is each hereby authorized and directed, without further approval of the Authority, to issue, sale and award the 2016 Note to the Trust and determine such matters as the final principal amount of the 2016 Note, the dated date of the 2016 Note, the interest rate (provided such rate does not exceed 4% per annum), the redemption provisions, if any, with respect to said Note and the number and denominations of such Note and provisions for the renewal thereof. Such Note will mature not later than June 30, 2019. The Chairman and Secretary of the Authority are also hereby authorized and directed to determine whether the 2016 Note is to be issued in book-entry form or bearer form.

SECTION 3. The 2016 Note shall be signed in the name of the Authority by the manual or facsimile signature of the Chairman, Vice Chairman or Secretary of the Authority and shall have the seal of the Authority (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon and attested by the manual signature of the Chairman, Vice Chairman, Executive Director or Secretary of the Authority (hereinafter called "Authorized Officers").

SECTION 4. The 2016 Note shall be issued in substantially the form of the 2016 Note attached hereto as Exhibit A with such changes therein or variations thereof as an Authorized Officer, in consultation with bond counsel to the Authority ("Bond Counsel"), may deem necessary and advisable. The law firm of GluckWalrath LLP is hereby authorized to arrange for the printing of the 2016 Note, which law firm may authorize McCarter & English, LLP, bond counsel to the Trust for the Interim Financing Program, to arrange for same.

SECTION 5. The 2016 Note shall constitute a direct and special obligation of the Authority payable out of and secured by a pledge of amounts which may be withdrawn from the General Fund pursuant to the terms of the Bond Resolution. The pledge in this Section 5 to holders

of the 2016 Note is subordinate and subject to any agreements the Authority has with holders of any particular notes, bonds or obligations heretofore issued and pledging specific revenues for the payment thereof. In addition, without limiting the foregoing obligation, for the punctual payment of the principal of and interest on said Note, the Authority hereby expressly and irrevocably promises to pay such sums received from the sale of long-term bonds or other obligations to be issued by the Authority to permanently finance the 2015 Project as shall be sufficient to pay the principal of and interest on the 2016 Note; however, in the event that long-term bonds or obligations are not issued for any reason, the Authority agrees to charge and collect Service Charges (as defined in the Bond Resolution) in an amount sufficient to pay the principal of and interest on the 2016 Note. The 2016 Note shall also be entitled to the benefits of the Service Contract dated April 1, 1975 between the Authority and the Township of Berkeley, County of Ocean, New Jersey, as amended. The Authority shall not issue any future obligations (bonds or notes) to a bondholder or noteholder other than the Trust or the State of New Jersey that are payable from the General Fund, unless it establishes an intercreditor relationship that is acceptable to the Trust.

SECTION 6. The Authority hereby appoints TD Bank, National Association, Cherry Hill, New Jersey, as the trustee, paying agent and registrar for the 2016 Note (the "Paying Agent"). The proceeds derived from the sale of the 2016 Note shall be deposited with and held by the Paying Agent in an account herein created and established in that bank designated "Construction Financing Trust Loan Program Project Note Account" (the "Project Note Account"). Monies so deposited in said Project Note Account shall be used and applied solely for the purpose of (i) paying the costs of the 2015 Project and (ii) paying the costs of issuance of the 2016 Note. Monies shall be withdrawn from the Project Note Account from time to time for any of such purposes upon checks, drafts or orders for payments therefrom, signed by an Authorized Officer.

Pending the application of the monies deposited in the Project Note Account to fund the 2016 Project, such monies shall be invested and reinvested by the Paying Agent on behalf of the Authority in direct obligations of the United States of America or the State of New Jersey, or obligations the principal of and interest on which are guaranteed by the United States of America or agencies of the United States of America. The monies in the Project Note Account to be so invested, and the maturity date or dates, or date or dates of redemption at the option of the holders of such obligations, shall be such as an Authorized Officer shall direct the Paying Agent in writing.

In lieu of the investment of such monies in obligations of the State of New Jersey or the United States of America or agencies thereof, as aforesaid, the Paying Agent shall, upon direction of the Authority in writing, signed by an Authorized Officer, deposit monies from the Project Note Account in interest-bearing time deposits, provided further that each such interest-bearing time deposit or other similar banking arrangement shall permit the monies so placed to be available for use at the times provided with respect to the investment or reinvestment of such monies; and provided further that all monies in each such interest-bearing time deposit or other similar banking arrangement shall be, except to the extent of federal deposit insurance, continuously and fully secured by direct obligations of the United States of America, the State of New Jersey or the Authority, of a market value equal at all times to the amount of the deposit or of the other similar banking arrangement.

SECTION 7. With respect to the 2016 Note, the Authority covenants and agrees as follows:

(1) It shall neither take any action nor fail to take any action which, if either taken or not taken, would adversely affect the exclusion of the interest on the 2016 Note from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent permitted by law, however, nothing contained herein shall prevent the Authority from issuing bonds, the interest on which is not excluded from gross income for federal income tax purposes, provided that such issuance will not adversely affect such exclusion of interest on any Note issued hereunder.

(2) The Authority shall not use or permit the use of any proceeds of the 2016 Note or any other funds of the Authority, directly or indirectly, to acquire securities or obligations, and shall not use or permit the use of any amounts received by the Authority in any manner, and shall not permit to be taken any other action or actions, which would cause any Note to be an "arbitrage bond" within the meaning of Section 148 of the Code. In order to assure compliance with the rebate requirements of Section 148 of the Code, the Authority further covenants that it will establish such accounting procedures as are necessary to adequately determine, account for and pay over any amount or amounts required to be paid to the Treasury Department of the United States in a manner consistent with the requirements of Section 148 of the Code.

(3) The Authority shall not be required to comply with any provision in this Section 7 in the event the Authority receives a Bond Counsel's Opinion that compliance therewith is not required to maintain the exclusion from gross income for federal income tax purposes of interest on the 2016 Note, or in the event the Authority receives a Bond Counsel's Opinion that compliance with some other requirement in lieu of a requirement specified herein will be sufficient to maintain the exclusion from gross income for federal income tax purposes of interest on the 2016 Note, in which case compliance with such other requirement specified in the Bond Counsel's Opinion shall constitute compliance with the requirement specified in this Section.

SECTION 8. If the Authority shall pay, or shall deposit in escrow with a bank or trust company, monies or investments in direct obligations of the United States of America, or obligations the principal of and interest on which are guaranteed by the United States of America, the principal of and interest on which when due will provide monies which together with the monies, if any, on deposit in escrow at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the 2016 Note on the maturity date thereof, then and in that event, the covenants, agreements and other obligations of the Authority to the holders of the 2016 Note shall be discharged, defeased and satisfied.

SECTION 9. Nothing contained in the foregoing provisions of this resolution is intended to limit, nor shall be construed as limiting, in any way, the authorization, issuance or securing of any additional notes, bonds or other obligations of the Authority.

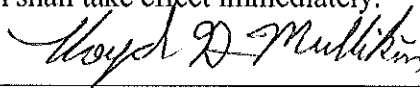
SECTION 10. All covenants, stipulations, promises, agreements and obligations of the Authority contained in this resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any member, officer or employee of the Authority in his individual capacity, and no recourse shall be had for the payment of the principal of or interest on the 2016 Note or for any claim based thereon or on this Resolution against any member, officer or employee of the Authority or any person executing said Note.

SECTION 11. The Authorized Officers of the Authority are hereby further authorized to (i) execute and deliver, and the Secretary is hereby further authorized to attest to such execution and to affix the corporate seal of the Authority to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Executive Director or the Secretary, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Authority and after further consultation with the Trust and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the 2016 Note and the participation of the Authority in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, (ii) publish notice of the adoption of this resolution in accordance with N.J.S.A. 40:14B-28 substantially in the form attached hereto as Exhibit B, and (iii) perform such other actions as the Executive Director and the Secretary deem necessary, desirable or convenient in relation to the execution and delivery of the 2016 Note and the participation of the Authority in the Construction Financing Program. Costs of issuance of the 2016 Note are hereby authorized to be paid in such amounts and to the persons or firms listed on a certificate executed by an Authorized Officer and delivered in connection with the issuance of any Note.

SECTION 12. Upon the adoption hereof, the Secretary shall forward certified copies of this resolution to GluckWalrath LLP, bond counsel to the Authority, to David Zimmer, Executive Director of the Trust, and to Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the Trust.

SECTION 13. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Resolution.

SECTION 15. This Resolution shall take effect immediately.



I certify that the foregoing is a true and correct copy of a resolution duly passed and adopted at a meeting of The Berkeley Township Municipal Utilities Authority held on the 28th day of April, 2016.

Lloyd G Mullikin, Secretary

RESOLUTION NO. 2016-0033

**RESOLUTION OF THE BERKELEY TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY AUTHORIZING
THE ISSUANCE AND SALE OF NOT TO EXCEED
\$4,500,000 PRINCIPAL AMOUNT OF PROJECT NOTES
RELATING TO THE CONSTRUCTION FINANCING
TRUST LOAN PROGRAM OF THE NEW JERSEY
ENVIRONMENTAL INFRASTRUCTURE TRUST AND
DETERMINING VARIOUS MATTERS RELATING
THERE TO**

WHEREAS, The Berkeley Township Municipal Utilities Authority (the "Authority") adopted a resolution entitled, "Resolution Authorizing the Issuance of Revenue Bonds of The Berkeley Township Municipal Utilities Authority" (the "General Bond Resolution," and as amended and supplemented, the "Bond Resolution"), providing for, among other things, the construction, acquisition, improvement or replacement of all or any part of the Water System (as defined therein) and the issuance of obligations to provide for the payment of the costs therefor; and

WHEREAS, the Authority has submitted to the submitted to the New Jersey Department of Environmental Protection (the "DEP") and the New Jersey Environmental Infrastructure Trust (the "Trust") an application for the construction of a new water supply well (known as Well #4), all as more particularly described in plans which are on file in the offices of the Authority; and

WHEREAS, the Trust required the Authority to bifurcate the Well #4 project into 2 projects, one for a test well (the "Test Well Project") and one for the production well (the "Production Well Project"); and

WHEREAS, pursuant to resolutions adopted on December 19, 2014, and April 28, 2016, the Authority has heretofore issued temporary construction notes for the Test Well Project; and

WHEREAS, the Authority has also submitted an application to the Trust for the installation of approximately 11,400 LF of water main along existing right-of-ways within the Authority's service area, which will include water services for existing residences, valves, hydrants and site restoration (the "2016 Mains Project"); and

WHEREAS, the Authority has determined that there exists a need to construct, renovate and install a project consisting of the construction of the Production Well Project and the 2016 Mains Project (collectively, the "2016 Project") and it is the desire of the Authority to obtain temporary financing for the 2016 Project through the Trust's Construction Financing Program (as defined below), in anticipation of permanent financing for the 2016 Project through participation in the Environmental Infrastructure Financing Program; and

WHEREAS, in order to participate in the Environmental Infrastructure Financing Program, the Authority intends to issue its subordinated bonds pursuant to one or more subordinated bond

resolutions, to provide for, among other things, (1) the permanent financing of the 2016 Project; (2) to provide security for loan(s) from the New Jersey Environmental Infrastructure Trust and the State of New Jersey; and (3) the payment of the costs associated with the issuance of such bonds; and

WHEREAS, the Authority has determined to temporarily finance the construction, renovation or installation of the 2016 Project described above prior to the closing with respect to the Environmental Infrastructure Financing Program (scheduled to occur in 2016 or 2017), and to undertake such temporary financing with the proceeds of an interim loan to be made by the Trust (the "Construction Loan") to the Authority, pursuant to the Construction Financing Trust Loan Program of the Trust (the "Construction Financing Program"); and

WHEREAS, in order to (i) finance the costs of the 2016 Project, (ii) evidence and secure the repayment obligation of the Authority to the Trust with respect to the Construction Loan and (iii) satisfy the requirements of the Construction Financing Program, it is the desire of the Authority to issue and sell to the Trust the "Project Notes Relating to the Construction Financing Trust Loan Program of the New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to \$4,500,000 (the "Notes"); and

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

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

WHEREAS, the Authority desires to set forth certain terms relating to the issuance of the Notes pursuant to this resolution;

NOW, THEREFORE BE IT RESOLVED by The Berkeley Township Municipal Utilities Authority, as follows:

SECTION 1. In accordance with Section 12 of the Local Authorities Fiscal Control Law and N.J.S.A. 58:11B-9, in order to provide funds with which to provide for the financing of the 2016 Project and in anticipation of the application of the proceeds of the issuance and sale of long-term bonds of the Authority issued for such purpose, the Authority hereby determines to borrow a sum not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) and issue its negotiable project notes in two series in the aggregate principal amount not exceeding said sum (herein called the "Notes").

SECTION 2. The Note for the Production Well Project shall not exceed \$1,250,000 and the Note for the 2016 Mains Project shall not exceed \$3,250,000. Each such Note shall be designated "Project Note Relating to the Construction Financing Trust Loan Program of the New Jersey Environmental Infrastructure Trust," and shall contain an additional designation if sold in blocks or shall contain such other designation as may be determined by the Chairman or Secretary of the Authority. Said Notes may be sold at one time or in blocks from time to time as may be determined by the Chairman or Secretary of the Authority. The Chairman, Vice Chairman or Executive Director of the Authority is each hereby authorized and directed, without further approval of the Authority, to issue, sale and award the Notes to the Trust and determine such matters as the final principal amount of the Notes, the dated date of the Notes, the interest rate (provided such rate does not exceed 4% per annum), the redemption provisions, if any, with respect to said Notes and the number and denominations of such Notes. The Chairman and Secretary of the Authority are also hereby authorized and directed to determine whether the Notes are to be issued in book-entry form or bearer form.

SECTION 3. The Notes shall be signed in the name of the Authority by the manual or facsimile signature of the Chairman, Vice Chairman or Secretary of the Authority and shall have the seal of the Authority (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon and attested by the manual signature of the Chairman, Vice Chairman, Executive Director or Secretary of the Authority (hereinafter called "Authorized Officers").

SECTION 4. The Notes shall be issued in substantially the form of the Note attached hereto as Exhibit A with such changes therein or variations thereof as an Authorized Officer, in consultation with bond counsel to the Authority ("Bond Counsel"), may deem necessary and advisable. The law firm of GluckWalrath LLP is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the Trust for the Interim Financing Program, to arrange for same.

SECTION 5. The Notes shall constitute direct and special obligations of the Authority payable out of and secured by a pledge of amounts which may be withdrawn from the General Fund pursuant to the terms of the Bond Resolution. The pledge in this Section 5 to holders of the Notes is subordinate and subject to any agreements the Authority has with holders of any particular notes, bonds or obligations heretofore issued and pledging specific revenues for the payment thereof. In addition, without limiting the foregoing obligation, for the punctual payment of the principal of and interest on said Notes, the Authority hereby expressly and irrevocably promises to pay such sums received from the sale of long-term bonds or other obligations to be issued by the Authority to permanently finance the 2016 Project as shall be sufficient to pay the principal of and interest on the Notes; however, in the event that long-term bonds or obligations are not issued for any reason, the Authority agrees to charge and collect Service Charges (as defined in the Bond Resolution) in an amount sufficient to pay the principal of and interest on the Notes. The Notes shall also be entitled to the benefits of the Service Contract dated April 1, 1975 between the Authority and the Township of Berkeley, County of Ocean, New Jersey, as amended. The Authority shall not issue any future obligations (bonds or notes) to a bondholder or noteholder other than the Trust or the State of New Jersey that are payable from the General Fund, unless it establishes an intercreditor relationship that is acceptable to the Trust.

SECTION 6. The Authority hereby appoints TD Bank, National Association, Cherry Hill, New Jersey, as the trustee, paying agent and registrar for the Notes (the "Paying Agent"). The proceeds derived from the sale of the Notes shall be deposited with and held by the Paying Agent in an account herein created and established in that bank designated "Construction Financing Trust Loan Program Project Note Account" (the "Project Note Account"). Monies so deposited in said Project Note Account shall be used and applied solely for the purpose of (i) paying the costs of the 2016 Project and (ii) paying the costs of issuance of the Notes. Monies shall be withdrawn from the Project Note Account from time to time for any of such purposes upon checks, drafts or orders for payments therefrom, signed by an Authorized Officer.

Pending the application of the monies deposited in the Project Note Account to fund the 2016 Project, such monies shall be invested and reinvested by the Paying Agent on behalf of the Authority in direct obligations of the United States of America or the State of New Jersey, or obligations the principal of and interest on which are guaranteed by the United States of America or agencies of the United States of America. The monies in the Project Note Account to be so invested, and the maturity date or dates, or date or dates of redemption at the option of the holders of such obligations, shall be such as an Authorized Officer shall direct the Paying Agent in writing.

In lieu of the investment of such monies in obligations of the State of New Jersey or the United States of America or agencies thereof, as aforesaid, the Paying Agent shall, upon direction of the Authority in writing, signed by an Authorized Officer, deposit monies from the Project Note Account in interest-bearing time deposits, provided further that each such interest-bearing time deposit or other similar banking arrangement shall permit the monies so placed to be available for use at the times provided with respect to the investment or reinvestment of such monies; and provided further that all monies in each such interest-bearing time deposit or other similar banking arrangement shall be, except to the extent of federal deposit insurance, continuously and fully secured by direct obligations of the United States of America, the State of New Jersey or the Authority, of a market value equal at all times to the amount of the deposit or of the other similar banking arrangement.

SECTION 7. With respect to the Notes, the Authority covenants and agrees as follows:

(1) It shall neither take any action nor fail to take any action which, if either taken or not taken, would adversely affect the exclusion of the interest on the Notes from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent permitted by law, however, nothing contained herein shall prevent the Authority from issuing bonds, the interest on which is not excluded from gross income for federal income tax purposes, provided that such issuance will not adversely affect such exclusion of interest on any Note issued hereunder.

(2) The Authority shall not use or permit the use of any proceeds of the Notes or any other funds of the Authority, directly or indirectly, to acquire securities or obligations, and shall not use or permit the use of any amounts received by the Authority in any manner, and

shall not permit to be taken any other action or actions, which would cause any Note to be an "arbitrage bond" within the meaning of Section 148 of the Code. In order to assure compliance with the rebate requirements of Section 148 of the Code, the Authority further covenants that it will establish such accounting procedures as are necessary to adequately determine, account for and pay over any amount or amounts required to be paid to the Treasury Department of the United States in a manner consistent with the requirements of Section 148 of the Code.

(3) The Authority shall not be required to comply with any provision in this Section 7 in the event the Authority receives a Bond Counsel's Opinion that compliance therewith is not required to maintain the exclusion from gross income for federal income tax purposes of interest on the Notes, or in the event the Authority receives a Bond Counsel's Opinion that compliance with some other requirement in lieu of a requirement specified herein will be sufficient to maintain the exclusion from gross income for federal income tax purposes of interest on the Notes, in which case compliance with such other requirement specified in the Bond Counsel's Opinion shall constitute compliance with the requirement specified in this Section.

SECTION 8. If the Authority shall pay, or shall deposit in escrow with a bank or trust company, monies or investments in direct obligations of the United States of America, or obligations the principal of and interest on which are guaranteed by the United States of America, the principal of and interest on which when due will provide monies which together with the monies, if any, on deposit in escrow at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Notes on the maturity date thereof, then and in that event, the covenants, agreements and other obligations of the Authority to the holders of the Notes shall be discharged, defeased and satisfied.

SECTION 9. Nothing contained in the foregoing provisions of this resolution is intended to limit, nor shall be construed as limiting, in any way, the authorization, issuance or securing of any additional notes, bonds or other obligations of the Authority.

SECTION 10. All covenants, stipulations, promises, agreements and obligations of the Authority contained in this resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any member, officer or employee of the Authority in his individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or on this Resolution against any member, officer or employee of the Authority or any person executing said Notes.

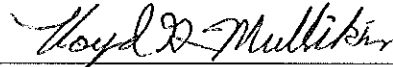
SECTION 11. The Authorized Officers of the Authority are hereby further authorized to (i) execute and deliver, and the Secretary is hereby further authorized to attest to such execution and to affix the corporate seal of the Authority to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Executive Director or the Secretary, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Authority and after further consultation with the Trust and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Authority in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by

the party authorized hereunder to execute such certificate or other document, (ii) publish notice of the adoption of this resolution in accordance with N.J.S.A. 40:14B-28 substantially in the form attached hereto as Exhibit B, and (iii) perform such other actions as the Executive Director and the Secretary deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Authority in the Construction Financing Program. Cost of issuance of the Notes are hereby authorized to be paid in such amounts and to the persons or firms listed on a certificate executed by an Authorized Officer and delivered in connection with the issuance of any Notes.

SECTION 12. Upon the adoption hereof, the Secretary shall forward certified copies of this resolution to GluckWalrath LLP, bond counsel to the Authority, to David Zimmer, Executive Director of the Trust, and to Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the Trust.

SECTION 13. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Resolution.

SECTION 14. This Resolution shall take effect immediately.



I certify that the foregoing is a true and correct copy of a resolution duly passed and adopted at a meeting of The Berkeley Township Municipal Utilities Authority held on the 28th day of April, 2016.

Lloyd G Mullikin, Secretary

RESOLUTION NO. 2016- 0034

A RESOLUTION AUTHORIZING THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH THE TOWNSHIP OF STAFFORD FOR MEMBER PARTICIPATION IN THE STAFFORD TOWNSHIP COOPERATIVE PRICING SYSTEM (33-OCCPS)

WHEREAS, N.J.S.A 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Township of Stafford, hereinafter referred to as the Lead Agency" has offered voluntary participation in a cooperative Pricing System for the purchase of goods and services; and

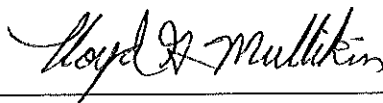
WHEREAS, on April 28, 2016 the Board of the Berkeley Township Municipal Utilities Authority (Berkeley MUA), County of Ocean, State of New Jersey duly considered participation in a cooperative pricing system for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey as follows:

1. The Berkeley MUA is hereby authorized to enter into a cooperative purchasing agreement with the Lead Agency, Stafford Township, for the purchase of goods and services, providing Certifications of Funds by the Berkeley MUA Chief Financial Officer is on file.
2. The Lead Agency, Stafford Township, shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.
3. That a certified copy of this resolution be forwarded to the Executive Director and Stafford Township.
4. The Berkeley MUA's Chief Financial Officer is authorized to pay the \$500.00 membership fee to the Township of Stafford Cooperative Pricing System.

CERTIFICATION

I, Lloyd G. Mullikin, Secretary/Commissioner, of the Berkeley Township Municipal Utilities Authority, do hereby certify that the foregoing resolution was duly adopted by the Board of the Berkeley Township Municipal Utilities Authority Council at a meeting held on the April 28, 2016.



Lloyd G. Mullikin, Secretary/Commissioner,
Berkeley Township Municipal Utilities Authority

RESOLUTION NO. 0035 - 2016

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE ACQUISITION OF REAL ESTATE/VACANT LAND (A PORTION OF
LOT 1, BLOCK 940) FROM THE BERKELEY TOWNSHIP BOARD OF
EDUCATION AND FURTHER AUTHORIZING THE AUTHORITY'S
CONFLICT ATTORNEY TO SEEK SUBDIVISION APPROVAL FROM
THE BERKELEY TOWNSHIP PLANNING BOARD**

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the "Authority") is a public body corporate and politic of the State of New Jersey and in accordance with the Municipal and Counties Utilities Law, N.J.S.A. 40:14B-1, et seq. is authorized to implement and operate a municipal utilities authority; and

WHEREAS, the Authority has been engaged in negotiations with the Berkeley Township Board of Education (hereinafter referred to as the "BOE") to acquire from the BOE a portion of certain real property immediately adjacent to the Authority's headquarters located at 42 Station Road in Bayville, New Jersey; and

WHEREAS, the property sought to be acquired by the Authority consists of certain portions of Lot 1, Block 490 (hereinafter the "Property" and consists of all such property that is described in the Description of Property appended to this Resolution, prepared by CME Associates and dated October 3, 2012 which is incorporated herein by reference) in the Township of Berkeley and said Property is sought to assist in the Authority's day to day operations at the site of the Authority's headquarters; and

WHEREAS, the BOE and the Authority worked in conjunction to seek from the Township of Berkeley the removal of a restrictive covenant on the Property so that the property could be conveyed to the Authority for the Authority's use; and

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McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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P.O. BOX 1057
FORKED RIVER, N.J. 08731

WHEREAS, the Township of Berkeley did in fact adopt Ordinance 2013-02-OA, finding that the Property sought to be acquired by the Authority would serve a beneficial use to the Authority and;

WHEREAS, in removing the covenant which restricted the use of the Property to educational purposes the Township noted that the portion of the Property sought by the Authority was not used for educational purpose but rather simply lay fallow; and

WHEREAS, in accordance with law governing the conveyance of board of education real property the BOE sought from the Ocean County Superintendent of Education authorization to transfer to the Authority the Property and such authorization was received by correspondence dated December 23, 2014 from Thomas J. Dowd, Interim Executive County Superintendent; and

WHEREAS, in accordance with law governing the conveyance of board of education real property the BOE thereafter sought from the State Department of Education authorization to convey to the Authority the Property and such authorization was received by correspondence dated March 17, 2016 from Bernard E. Piaia, Jr., Director of the Office of School Facilities; and

WHEREAS, with the prerequisite approvals in place the Authority continues to find acquisition of the Property to be in the best interest of the Authority and its ratepayers; and

WHEREAS, the Authority's Conflict Attorney has prepared a Contract offering to purchase the Property from the BOE contingent upon subdivision approval from the Berkeley Township Planning Board (Contract is appended hereto as "Exhibit A" and, together with attachments thereto, is incorporated herein by reference); and

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WHEREAS, appended to the Contract is a legal description of the property sought to be purchased which was prepared by the Authority's consulting engineer CME Associates on October 3, 2012; and

WHEREAS, the Authority's Conflict Attorney has further advised that it will be necessary for the Authority to seek from the Berkeley Township Planning Board approval to proceed with the subject subdivision; and

WHEREAS, the BOE has previously agreed to convey Property to the Authority provided the BOE bore no costs in connection with the conveyance or required subdivision application; and

WHEREAS, the Commissioners of the Authority have received and reviewed the proposed Contract to purchase the Property and find same to be acceptable in form and content; and

WHEREAS, the Commissioners of the Authority find it appropriate to bear the costs associated with the acquisition of the Property, including all costs associated with the subdivision, as the long-term benefits to the Authority and its operations, as well as the Authority's ratepayers, outweigh the costs associated with the Property acquisition; and

WHEREAS, the Commissioners of the Authority find it to be appropriate to authorize the Chairman and Secretary of the Authority to execute the contract offering to purchase the Property from the BOE for the amount of \$1.00 (One United States Dollar); and

WHEREAS, the Commissioners of the Authority believe it is appropriate to authorize the Authority's Conflict Attorney, Consulting Engineer, Chairman, Executive Director and other Authority personnel to proceed with tendering the offer for the Property to the BOE and

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further to make application for and prosecute the subdivision application before the Berkeley Township Planning Board:

NOW, THEREFORE, BE IT RESOLVED, this 28th day of April, 2016, by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey as follows:

1. The Chairman and Secretary of the Berkeley Township Municipal Utilities Authority are hereby authorized to execute the Contract appended hereto as Exhibit A and to offer to purchase the property described in the Description of Property from the Berkeley Township Board of Education for \$1.00.
2. The Authority's Conflict Attorney, Consulting Engineer, Chairman, Executive Director and other Authority personnel are hereby authorized to make application to the Berkeley Township Planning Board to seek subdivision approval, creating a new lot from a Portion of Lot 1, Block 940 in the Township of Berkeley, County of Ocean, State of New Jersey; said new lot to consist of all such property as described in the Description of Property dated October 3, 2012 as prepared by CME Associates and attached to the Contract appended hereto as Exhibit A.
3. The Authority's Conflict Attorney, Consulting Engineer, Chairman, Executive Director and other Authority personnel are hereby authorized to appear before the Berkeley Township Planning Board to seek subdivision approval from the Planning Board to acquire the property described in the aforementioned Description of Property.

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McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

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4. Should subdivision approval be granted by the Planning Board, the Authority's Chairman, Secretary and such other Authority personnel that may be necessary are hereby authorized to attend a Closing to acquire title to the Property and to execute at said Closing any and all documents that may be necessary to perfect title in the Property in the name of the Authority.
5. A Deed conveying ownership from the BOE to the Authority as authorized pursuant to this Resolution may be recorded with the Clerk of the County of Ocean.
6. The Authority hereby directs that all costs associated with acquisition of the Property from BOE and, further, that all costs associated with perfecting the subject subdivision, shall be borne by the Authority.
7. The Authority authorizes and directs the Chairman, Secretary and Executive Director, and their designees, to execute any and all necessary documents in order to implement the intent of this resolution.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Executive Director to the following:

- (a) Honorable Michael W. Hale, Chairman;
- (b) Michele Nugent, Executive Director;
- (c) CME Associates;
- (d) Laura J. Gingerelli, Board of Education Secretary;
- (e) Berry, Sahradick, Kotsas & Benson, Authority Solicitor; and
- (f) Christopher K. Koutsouris, Esquire, Conflict Solicitor.

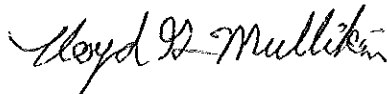
**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW


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P.O. BOX 1057
FORKED RIVER, N.J. 08731

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Reorganization meeting held on the 28th day of April, 2016, a quorum being present and voting in the majority.



Lloyd G. Mullikin, Authority Secretary



Honorable Michael W. Hale, Authority Chairman

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1037
FORKED RIVER, N.J. 08731

RESOLUTION 2016- 36

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY AUTHORIZING INCREASE OF EMPLOYEE'S SALARY AND
ADOPTING TERMS OF EMPLOYMENT**

WHEREAS, Brian Blair has been employed as the Chief of Operations of the Berkeley Township Municipal Utilities Authority (hereinafter the "Authority"); and

WHEREAS, the Authority and its Personnel Committee have recommended that the Authority establish the terms of Brian Blair's employment for the period of May 21, 2016 through May 21, 2019; and

WHEREAS, the Authority and its Personnel Committee have further recommended the establishment of a salary guide to govern the establishment of Brian Blair's salary for the period of May 20, 2016 through May 19, 2019 ("the relevant period") only; and

NOW THEREFORE, BE IT RESOLVED this 24th day of March, 2016 by the Berkeley Township Municipal Utilities Authority as follows:

1. Compensation for Brian Blair shall be computed at an annual rate according to the following schedule, payable at such times and pursuant to the standard Authority payroll procedures:

May 20, 2016 – May 19, 2017	\$76,550.00 per annum
May 20, 2017 – May 19, 2018	\$78,650.00 per annum
May 20, 2018 – May 19, 2019	\$80,800.00 per annum

2. As a full time, hourly employee, Brian Blair is eligible for overtime pay in accordance with the policies of the Authority existing at the time overtime is claimed to be due from the Authority by the employee.

3. For the relevant period, Brian Blair shall be entitled to vacation as defined in the Authority Employee Manual as amended effective Aug 25, 2016.
4. For the relevant period, Brian Blair shall be entitled to sick leave as defined in the Authority Employee Manual as amended effective _____, 2016.
5. For the relevant period, Brian Blair shall be entitled to personal leave as defined in the Authority Employee Manual as amended effective Aug 25, 2016. Brian Blair shall provide the Authority Chairman or his designee with at least seventy-two (72) hours written notice prior to taking personal time off, except in cases of emergency. Day(s) shall not be used to extend a holiday or vacation period.
6. The Authority agrees to adhere to the Authority's longevity stipend policy, as amended by the Resolutions of the Berkeley Township Municipal Utilities Authority and the Employee Manual of the Authority.
7. The Authority agrees to adhere to the Authority's license stipend policy as amended by the Resolutions of the Berkeley Township Municipal Utilities Authority and the Employee Manual of the Authority.
8. The Authority agrees to provide an Authority owned vehicle to Brian Blair to be utilized by Brian Blair in conducting official Authority business and/or at the discretion of the Chairman of the Authority. Said vehicle is provided at the discretion of the Chairman of the Authority and any authorization for use of said vehicle may be suspended or revoked at the direction of the Chairman of

the Authority. Said vehicle must be registered by the Authority with municipal government plates and properly identified with the Authority's emblem. Brian Blair is responsible for the safe operation and cleanliness of the vehicle. The use of seat belts is mandatory for Brian Blair and all passengers of the vehicle. Brian Blair may utilize said vehicle for commuting purposes. Brian Blair's utilization of the vehicle for purposes of commuting shall be subject to the Authority's adopted Automobile Fringe Benefit Policy, as established and defined in the Authority Employee Manual as amended effective Aug 25, 2016

9. Brian Blair shall also be supplied with a cellular phone by the Authority for use for Authority business and for which the Authority shall be responsible for all costs. Monthly phone records for the assigned Authority cellular phone shall be available to the Commissioners of the Authority to insure compliance with restrictive use.
10. The Authority recognizes that Brian Blair has in the past been an employee at-will of the Authority and will continue to be an employee at-will of the Authority in the Authority's sole and unfettered discretion. This Resolution shall not be considered as a Guarantee of the Contract for a specific period of employment. With respect to any terms of employment not mentioned herein, including but not limited to hours of employment, restrictions on outside employment, duties and responsibilities, employee benefits, employee expenses, termination of employment and modifications to terms of employment, Brian Blair shall be bound by the terms as expressed in the

Berkeley Township Municipal Utilities Authority Manual as he is in fact an employee at-will.


11. The terms of Brian Blair's employment with the Authority as expressed herein shall not extend beyond May 19, 2016/

12. A Certified copy of this Resolution shall be forwarded by the Secretary of the Authority to:


- a. Honorable Michael W. Hale, Chairman
- b. Michele Nugent, Executive Director
- c. Brian Blair
- d. Christopher K. Koutsouris, Esquire

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Regular meeting held on the 24th day of MARCH, 2016, a quorum being present and voting in the majority.



Lloyd G. Mullikin, Authority Secretary



Michael W. Hale, Authority Chairman

Prepared by:
DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

2016-37

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 24th day of March, 2016

BETWEEN:

The **BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, a public body politic and corporate of the State of New Jersey, having a principal office at 42 Station Road, Bayville, New Jersey, 08721, its successors and/or assigns

hereinafter referred to as the "Authority";

AND

MICHELE NUGENT, of 44 Walden Road, Brick Township, New Jersey 08724, hereinafter referred to as "Executive Director";

WITNESSETH:

WHEREAS, the Authority has heretofore adopted a Resolution creating the position of Executive Director and has designated the duties of said office; and

WHEREAS, the Authority and the said Executive Director have agreed upon all of the terms and conditions hereinafter set forth in connection with her employment by the Authority;

NOW, THEREFORE, the parties hereto authorize this Agreement for employment of Michele Nugent as Executive Director of The Authority as follows:

1. **TERM**

The term of this Agreement shall be for three (3) years and shall be applied retroactively commencing on April 18, 2016 and terminating on April 17, 2019.

2. **RIGHTS OF THE PARTIES TO EARLY TERMINATION**

Executive Director expressly agrees that in the event she elects to exercise her right to terminate this Agreement prior to April 17, 2019 that she will provide the Authority with not less than sixty (60) days written notice of said election. This will enable the Authority to hire a replacement for the Executive Director and to provide a period of “over-lap” in order to familiarize the superseding Executive Director with the position. The parties agree that the Authority may terminate Executive Director’s employment by submitting written notice to the Executive Director not less than sixty (60) days prior to the effective date of any such termination. The sixty (60) day periods of notice set forth herein may be modified by agreement of the parties. The period of notice set forth herein shall not apply to any termination of the Executive Director which is undertaken with cause.

3. **COMPENSATION**

Compensation to Michele Nugent shall be computed at an annual rate according to the following schedule, payable at such times and pursuant to the standard Authority payroll procedures:

April 18, 2016 – April 17, 2017	\$81,170.00
April 18, 2017 – April 17, 2018	\$83,400.00
April 18, 2018 – April 17, 2019	\$85,700.00

4. DEVOTION BY EXECUTIVE DIRECTOR OF FULL TIME TO BUSINESS

Executive Director shall attend to all of the business of the Authority; however, the working hours of the Executive Director shall not necessarily be coincidental with the normal work hours of the staff of the Authority. The parties contemplate that the duties of the Executive Director shall require attendance at evening meetings of the Authority and other meetings both within and without the Township of Berkeley from time to time. Executive Director shall devote, at minimum, forty (40) hours per week, her time, attention, knowledge and skill exclusively to the business and interest of the Authority. Employee shall attend to all of the business of the Authority; however, her hours shall not necessarily be coincidental with the normal work hours for the Office Staff. The regular working days and working hours of the Executive Director shall be determined by the Commissioners of the Authority. The Executive Director shall always act in a manner that advances the best interests of the Authority. The parties agree and acknowledge that the Executive Director's position is a salaried managerial position and, in the event that the Executive Director shall devote more than forty (40) hours of work to the Authority in any given week, the Executive Director shall not be entitled to overtime pay.

5. DESCRIPTION OF DUTIES AND RESPONSIBILITIES

The Authority shall employ the Executive Director, reporting to the Authority, and receiving directions from the Authority as Executive Director. The responsibilities of the Executive Director to the Authority shall consist of the general overall direction of the administration and operation of the Authority and shall include any and all responsibilities incidental thereto as may be assigned from time to time by the Authority to her. These responsibilities shall include, but not be limited to the following:

- (a) Supervise and direct the administrative and operational staff of the Authority;
- (b) Act as liaison between the consulting engineers, solicitor, environmental consultants, and the Authority;
- (c) Development of a table of organization for the Authority;
- (d) Assist in the acquisition of sites and rights-of-way;
- (e) Act as liaison with all Federal and State agencies having jurisdiction over the Authority's activities; review all submissions to such agencies;
- (f) Conduct negotiations on all financial and labor matters;
- (g) Subject to the approval of the Authority, hire all employees and agents;
- (h) Subject to the approval of the Authority, investigate misconduct by employees and undertake corrective and disciplinary actions;
- (i) Prepare for and attend such public hearings as may be necessary or desirable or as directed by the Authority
- (j) Act as liaison between the Authority, governing body, and other local agencies;
- (k) Any and all other service as may be necessary and incidental to implementing all of the above and to facilitate the efficient administration and operation of the Authority in the conduct of its business.

6. RESTRICTION ON OUTSIDE EMPLOYMENT

The Executive Director will devote all of her time, attention, knowledge and skill solely and exclusively to the business and interest of the Authority; the Authority shall be entitled to all of the benefits, emoluments, profits or other issues arising from or incident to any and all work, services and advice of the Executive Director; and the Executive Director expressly agrees that during the term of this Agreement, she will not be interested, directly or indirectly, in any form, fashion or manner, as partner, officer, director, stakeholder, advisor, employee, or in any other form or capacity, in any business similar to the Authority's business or any allied trade. The Executive Director will not

engage in employment other than the Authority, except for teaching, which must receive prior approval from the Authority. The Executive Director shall at all times comply with the provisions of the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq.

7. AUTHORITY EQUIPMENT

Authority Vehicle

- a. The Authority agrees to provide an Authority owned vehicle to the Executive Director to be utilized by the Executive Director in conducting official Authority business and/or at the discretion of the Chairman of the Authority. Said vehicle is provided at the discretion of the Chairman of the Authority and any authorization for use of said vehicle may be suspended or revoked at the direction of the Chairman of the Authority.

Said vehicle must be registered by the Authority with municipal government plates and properly identified with the Authority's emblem. The Executive Director is responsible for the safe operation and cleanliness of the vehicle. The use of seat belts is mandatory for the Executive Director and all passengers of the vehicle.

The Executive Director may utilize said vehicle for commuting purposes. The Executive Director's utilization of the vehicle for purposes of commuting shall be subject to the Authority's adopted Automobile Fringe Benefit Policy, as established and defined in the Authority Employee Manual as amended effective Aug 24, 2016

Authority Cellular Phone

- b. The Executive Director shall also be supplied with a cellular phone by the Authority for use for Authority business and for which the Authority shall be responsible for all costs. Monthly phone records for the assigned Authority cellular phone shall be available to the Commissioners of the Authority to insure compliance with restrictive use.

8. VACATION

The Executive Director shall be entitled to vacation as defined in the Authority Employee Manual as amended effective Aug 24, 2016.

9. SICK LEAVE

The Executive Director shall be entitled to sick leave as defined in the Authority Employee Manual as amended effective Aug 24, 2016.

10. PERSONAL LEAVE

For the relevant period, the Executive Director shall be entitled to personal leave as defined in the Authority Employee Manual as amended effective Aug 24, 2016. The Executive Director shall provide the Authority Chairman or designee with at least seventy-two (72) hours written notice prior to taking personal time off, except in cases of emergency. Day(s) shall not be used to extend a holiday or vacation period.

11. EXPENSES

In addition to the foregoing, Authority agrees that it will reimburse Executive Director for any and all necessary, customary, and usual expense incurred by her while traveling for and on behalf of the Authority pursuant to Authority's direction. Authority, furthermore, agrees to reimburse Executive Director for other necessary and customary out-of-pocket expenses. Authority and Executive Director further agree that the Authority will maintain a policy generally reflecting the, then current, per mile costs for operating a motor vehicle, and that, that amount, per mile, will be paid to the Executive Director by the Authority for travel expenses, only while the Executive Director uses her personal vehicle for the business of the Authority. In the event that any such expenses are incurred, the Executive Director will report them to the Authority's representative as soon as possible but in no event after ten (10) days have elapsed. In the event ten (10) days pass without the Executive Director reporting any such expenses, Executive Director will be deemed to have waived the right to collect said expenses.

12. OTHER BENEFITS

In addition to the foregoing, Executive Director will also be provided the following additional benefits:

- a. Medical Insurance as set forth in the the Authority Employee Manual as amended effective Aug 24, 2016.
- b. Dental Insurance as set forth in the Authority Employee Manual as amended effective Aug 24, 2016.
- c. Contributory life insurance

13. PENSION

The Authority shall take any and all actions necessary for the Executive Director's enrollment and/or continuance in the New Jersey Public Employees' Retirement System (PERS), including but not limited to the Authority's required contributions

commensurate with Executive Director's salary and payment of all premiums for life and death benefits in accordance with the program available to members of the PERS.

14. QUALIFIED PURCHASING AGENT

The Authority recognizes that the Authority benefits from the Executive Director's status as a Qualified Purchasing Agent (QPA). The Executive Director shall be entitled to an annual stipend of \$500.00 as "extra compensation" as a result of the Executive Director's status as a QPA. The QPA stipend shall be paid to the Executive Director in full on the first pay period of each contract year, upon submission of documentation of continued certification as a QPA to the Authority Chairman or designee.

15. LENGTH OF SERVICE STIPEND

The Authority recognizes that the Authority benefits from the Executive Director's length of service as an employee to the Authority. The Executive Director shall be entitled to an annual stipend of \$4000.00 as "extra compensation" as a result of the Executive Director's length of service to the Authority. The Length of Service Stipend shall be paid to the Executive Director in full on the first pay period of each contract year.

16. HOLIDAYS

The Executive Director shall have the same entitlements given to other employees of the Authority, with regard to all Holidays.

17. INDEMNIFICATION

Whenever any civil action has been or shall be brought against the Executive Director for any act or omission arising out of and in course of the performance of her employment,

the Authority shall defray all expenses of defending such action, including counsel fees and court cost, if any, and shall save harmless and protect the Executive Director from any financial loss resulting therefrom.

18. **TERMINATION OF AGREEMENT**

In addition to the provisions of early termination set forth in Section 2 above, this Employment Agreement shall terminate and the Executive Director shall cease to be an employee of the Authority and shall receive no further salary or benefits from the Authority upon the occurrence of the following events:

- A. Death of the Executive Director, but for post death benefits, if any;
- B. Mutual Agreement, in writing, of the Executive Director and the Authority;
- C. Cause, which shall be defined to include specifically the following non-exhaustive list of actions of the Executive Director:
 - i. fraud, embezzlement, misappropriation, dishonesty, or breach of trust;
 - ii. a felony or act of moral turpitude;
 - iii. material breach or violation of any or all of the covenants, agreements and obligations of the Executive Director set forth in this Agreement other than as a result of death or disability;
or
 - iv. any other reason that the Authority believes is reasonable.

19. **MODIFICATIONS**

Any modifications to the provisions of this Agreement, or waiver of the provisions and conditions of this Agreement, shall not be effective unless reduced to writing and

heirs, executors, administrators, successors and assigns. The Authority Attorney shall retain one (1) original; the personnel file of the Executive Director shall contain the second original; and the final original will be given to the Executive Director.

23. **WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING**

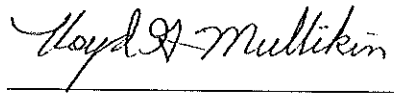
It is further agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

24. **CONTRACT GOVERNED BY LAW OF STATE OF NEW JERSEY**

The parties hereto agree that it is their intention and covenant that this Agreement and performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of New Jersey and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New Jersey shall be applicable and shall govern to the exclusion of the law of any other form, without regard to the jurisdiction in which any action or special proceeding may be instituted.

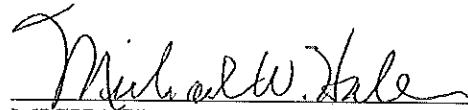
IN WITNESS WHEREOF, the BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY has caused this Agreement to be executed on its behalf by its Chairman or Vice Chairman and duly attested to by its Secretary, and the Executive Director has signed and executed this Agreement as of the date first above written

ATTEST:



LLOYD G. MULLIKIN, Secretary

BERKELEY TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY



MICHAEL W. HALE, Chairman

WITNESS:



MICHELE NUGENT, Executive Director