



New Jersey Environmental Infrastructure Trust
3131 Princeton Pike
Building 4 Suite 216
Lawrenceville, NJ 08648-2201

Robert A. Briant, Jr., Vice Chairman
Roger Ellis, Treasurer
Mark Longo, Secretary
Ford M. Scudder, State Treasurer
Bob Martin, DEP Commissioner
Charles A. Richman, DCA Commissioner
David E. Zimmer, Executive Director



Honorable Chris Christie
Governor of the State of New Jersey
State House
PO Box 001
Trenton, New Jersey 08625

Dear Governor Christie:

In accordance with the provisions of the New Jersey Environmental Infrastructure Trust Act, I hereby transmit for your review and consideration the minutes of the October 13, 2016 meeting of the New Jersey Environmental Infrastructure Trust. The New Jersey Environmental Infrastructure Trust Act provides that the Governor has ten days from the delivery of the minutes, excluding weekends and holidays, to review and accept such minutes. In the event that the minutes are not acted upon within the statutory time frame by you, the minutes become effective automatically.

Sincerely,

Mark Longo
Secretary

Enclosure

cc: Honorable Stephen Sweeney, President of the Senate
Honorable Vincent Prieto, Speaker of the General Assembly



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October 13, 2016

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

OPEN PUBLIC MEETING

MINUTES – October 13, 2016

1. CALL TO ORDER:

A meeting of the New Jersey Environmental Infrastructure Trust was convened on Thursday, October 13, 2016 in the conference room of 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey. Board Treasurer Ellis called the meeting to order at 10:00 a.m.

2. OPEN PUBLIC MEETING ACT STATEMENT:

Executive Director Zimmer read the Open Public Meeting Act Statement into the record.

3. ROLL CALL:

Ms. Nancy Collazo conducted roll call to which Mr. Briant, Mr. Longo, Mr. Ellis, Mr. Griffin, Mr. Kennedy, and Mr. Cunningham all responded affirmatively.

DIRECTORS

Robert A. Briant, Jr., Vice Chairman *
Mark Longo, Secretary
Roger Ellis, Treasurer
Dan Kennedy
(for DEP Commissioner Martin)
Michael Griffin
(for State Treasurer Scudder)
Timothy Cunningham
(for DCA Commissioner Richman)

OTHERS

David E. Zimmer, Executive Director
Frank Scangarella, Assistant Director
John Hansbury, Chief Budget Officer
Victor Tsai, I.T. Manager
Maria Andujar, Accountant
Michael Collins, Governor's Authorities Unit *
Clifford T. Rones, Deputy Attorney General
Richard Nolan, McCarter & English LLP
Geoffrey Stewart, Public Financial Management
Eugene Chebra, Municipal Finance & Construction

(*) Participated via teleconference

4. APPROVAL OF THE MINUTES:

Treasurer Ellis opened discussion of the minutes of the Thursday, October 13, 2016 Trust Board meeting.

There were no comments or questions. Treasurer Ellis requested a motion for approval.

Mr. Cunningham moved for the approval of the minutes. Mr. Longo seconded the motion. The motion was carried 6 to 0 with 0 abstentions.

5. ANNOUNCEMENTS:

Executive Director Zimmer summarized the substantive events and correspondence issued since the last Trust Board meeting:

- On September 30, 2016, Assistant Director Scangarella presented to the Commerce & Industry Association of NJ at Montclair State University. The conference focused on redevelopment projects;
- On September 29 and 30, 2016, Chief Budget Officer, John Hansbury exhibited at the annual UTCA conference in Atlantic City, NJ;
- On September 20, 2016, Executive Director Zimmer presented at the Lower Raritan Watershed Partnership (LRWP) Stakeholder Meeting in Edison, NJ with a focus on Green Infrastructure, co-sponsored by the Partnership, Jersey Water Works, and CDM Smith;
- On September 19, 2016, Executive Director Zimmer presented at the Moody's International Green Bond Conference in New York City; and
- The next Trust Board meeting is scheduled for Thursday, November 10, 2016 at 10:00 am at the Trust's offices. Executive Director Zimmer noted that Resolutions for the Trust's next bond issuance may be introduced at the November board meeting.

A copy of the announcements are available on the Trust's webpage under the Recent Board Meeting Documents tab. <http://njeit.org/board-meetings> (locate "Meeting Date", then select "Minutes", the announcements will be at the end of the file.)

There were no comments or questions.

6. PUBLIC COMMENTS:

Treasurer Ellis invited comments from the public. There were no comments.

7. UNFINISHED BUSINESS:

- A. Mr. Chebra of the NJDEP's Municipal Finance and Construction Element, reported that there are 174 active projects totaling \$930,276,746 and 1134 closed projects with loans outstanding totaling \$5,385,505,998 for a grand total of 1308 projects at \$6,315,782,744.

Mr. Ellis questioned whether the Program had on-site construction representation for the older

Program Loans. Mr. Chebra responded that they did and that the Program has been very successful over the last 2 years reducing the total number of loans older than three (3) years with active projects to just 25.

B. Mr. Chebra discussed the SFY2017 Combined Financing Loan Programs:

SFY2017 Clean Water Financing Program:

Certified & Received Long-Term Loan:	0 Projects Totaling	\$ 0
Certified with Construction Loan:	28 Projects Totaling	\$195,854,183
Certified - not Closed:	30 Projects Totaling	\$167,182,720
Project Received Authorized to Advertise; approval expected by 6/30/17	14 Projects Totaling	\$135,800,000
Project Planning & Design Loan	8 Projects Totaling	\$20,150,000
Project Approval expected by 6/30/17	97 Projects Totaling	\$1,068,865,000
Project Approval not expected by 6/30/17	43 Projects Totaling	\$474,870,000
Total Clean Water Projects	220 Projects Totaling	\$2,062,721,903

SFY2017 Drinking Water Financing Program:

Certified & Received Long-Term Loan:	0 Projects Totaling	\$ 0
Certified with Construction Loan:	18 Projects Totaling	\$67,466,277
Certified - not Closed:	21 Projects Totaling	\$47,091,025
Project Received Authorized to Advertise; approval expected by 6/30/17	8 Projects Totaling	\$87,900,000
Project Planning & Design Loan	0 Projects Totaling	\$ 0
Project Approval expected by 6/30/17	68 Projects Totaling	\$363,157,000
Project Approval not expected by 6/30/17	31 Projects Totaling	\$161,850,000
Total Drinking Water Projects	146 Projects Totaling	\$727,464,302

SFY2017 Grand Totals:

Clean & Drinking Water Program Totals:	366 Projects	\$2,790,186,205
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Mr. Chebra explained that the Program's new rolling application model, while introducing more applications that are light on project information, has been very successful in bringing in more projects ready for financing than the Program would have done otherwise.

C. Executive Director Zimmer reported on the status of the Trust's outstanding Requests for Proposals (RFPs):

While there were no outstanding RFPs, the Board would be asked to act on a proposed RFP for Software Component Outsourcing Services later in the Agenda under Item 8D.

D. Executive Director Zimmer next reported on the Trust's SAIL Loan Program:

The Trust issued a SAIL Loan to PVSC on October 5, 2016 for Project No. S340689-25 for \$9.1 M to refurbish PVSC's Administration building which was heavily damaged during Superstorm Sandy. The interest rate on the short-term disaster relief loan is 0.0% and the term is until October 4, 2018.

E. Executive Director Zimmer next reported on the status of the Construction Loan Program, which now includes SAIL Disaster Loan figures:

- The Trust received 4 new applications for short-term loan financing since the September Board meeting:
 - The Trust has received 80 Construction Loan applications to-date totaling \$463.4 M.
- The Trust has closed 7 Construction Loan applications totaling \$27.0 M.:
 - The Trust has closed on 57 Construction Loan applications to-date totaling \$295.7 M.
- The Trust disbursed \$13.3 M of funds to 20 projects since the September Board meeting:
 - 55 projects have received Construction Loan disbursement from the Trust to-date totaling \$88.7 M.

The Construction Loan report was provided to the Board of Directors of the Trust in satisfaction of the requirements of Section 12 of the authorizing Resolution No. 16-02 adopted on January 14, 2016.

There were no comments or questions.

8. NEW BUSINESS:

A. Executive Director Zimmer requested that the Trust's Chief Budget Officer, John Hansbury, introduce Resolution No. 16-45 accepting the August 2016 Treasurer's Report.

Revenues earned in August 2016:	\$493,105		
YTD Total Revenues Earned:	\$ 1,012,015	100	% of Budget
YTD Total Revenues Budgeted:	\$ 1,008,368		
Expenses Incurred in August 2016:	\$406,794		
YTD Total Expenses Incurred:	\$ 790,596	99	% of Budget
YTD Total Expenses Budgeted:	\$ <u>799,682</u>		
<hr/>			
Difference YTD v. Budgeted YTD:	\$ 12,732		Unanticipated excess cash flow

Mr. Hansbury asked if there were any comments or questions. Hearing none, Treasurer Ellis requested a motion for approval.

The resolution was moved for adoption by Mr. Griffin and seconded by Mr. Longo.
The motion was carried 6 to 0 with 0 abstentions.

- B. Executive Director Zimmer introduced Resolution No. 16-46 authorizing a Direct Program Loan to Lake Glenwood Village Homeowners Association (LGV) for Project No. 1922010-008 to rehabilitate two drinking water wells. The project is expected to cost approximately \$900,000. LGV serves a population less than or equal to 500. As such, it qualifies as a Very Small Drinking Water System and, pursuant to Resolution No. 16-32, is eligible for a Financing Program NANO-Lite loan, meaning it will receive a Principal Forgiveness Loan provided it self-funds \$88,235 in project costs. This resolution authorizes a Trust Direct Loan to LGV-HOA for an amount equal to 25% of the residual project costs in an amount not to exceed \$78,000.

Executive Director Zimmer asked if there were any comments or questions. Treasurer Ellis inquired about a previous credit issue with a different Homeowners Association (HOA) borrower loan and what the Trust was doing to mitigate such risk. Executive Director Zimmer responded that the Trust's Credit Policy now requires, as a precondition to loan closing, that a HOA's Board adopt a Resolution to:

- approve, on behalf of the homeowners, the incurrence of indebtedness by LGV in connection with Program financing for this project, and
- approve and implement a capital improvement assessment upon all homeowners in an amount sufficient to ensure the timely and full payment of the semi-annual debt service obligations of LGV after accounting for the \$500,000 NANO-Lite PFL and self-funded monies.

Receipt of both of these items will serve as evidence of compliance with the Credit Policy.

Hearing no additional comments or questions, Treasurer Ellis requested a motion for approval.

The resolution was moved for adoption by Mr. Longo and seconded by Mr. Cunningham.
The motion was carried 6 to 0 with 0 abstentions.

- C. Executive Director Zimmer requested Vice Chairman Briant, Chair of the Trust's Audit Committee, to introduce Resolution No. 16-47 approving the New Jersey Environmental Infrastructure Trust's SFY2016 Audited Financials. Mr. Briant reported that the audit report did not reveal any significant findings and showed that the Trust had performed in-line with accepted accounting standards. RSM had three (3) minor suggestions for improvement and the Trust was in the process of addressing these issues.

Vice Chairman Briant asked if there were any comments or questions. Mr. Cunningham asked which staff member was responsible for putting the Financials together and what if any lesson the Trust had learned going forward? Executive Director Zimmer responded that CFO Lauren Kaltman was ultimately responsible for the Trust's Financials and Accountant and staff member Maria Andujar worked on the financials day to day. Ms. Andujar noted new procedures are being implemented which will make reporting faster and more efficient such as creating quarterly financial reports to facilitate the creation of the year-end report. Executive Director Zimmer noted that he was planning

for implementation of additional modules to Trust's MS Dynamics accounting software, to be completed by July 2017.

Hearing no additional comments or questions, Treasurer Ellis requested a motion for approval.

Mr. Briant, as Committee Chairman, moved the Resolution for adoption. Mr. Griffin seconded the motion. The motion was carried 6 to 0 with 0 abstentions.

- D. Executive Director Zimmer requested I.T. Manager Victor Tsai introduce Resolution No. 16-48 authorizing the issuance of an RFP for Software Component Outsourcing Services. The RFP requests development services for two (2) immediate software projects involving the creation of Optical Character Recognition functionality and exporting data from H2LOans to Excel for reporting purposes. The contract term is for 2 years with 1 additional year at the option of the Board.

Mr. Tsai asked if there were any comments or questions. Mr. Kennedy commented this would add value to the program and allows for further leverage of existing staff and resources.

Hearing no additional comments or questions, Treasurer Ellis requested a motion for approval

The resolution was moved for adoption by Mr. Longo and seconded by Mr. Cunningham. The motion was carried 6 to 0 with 0 abstentions.

9. EXECUTIVE SESSION:

Treasurer Ellis asked if there was a need for an Executive Session. Executive Director Zimmer responded there was not.

Treasurer Ellis asked Executive Director Zimmer if there was any further action required by the Board. Mr. Zimmer answered there was not.

Treasurer Ellis then asked for a motion for an adjournment.

Mr. Longo moved to adjourn the meeting. The motion was seconded by Mr. Ellis. The motion was carried 6 to 0 with 0 abstentions.

The meeting was adjourned at 10:40 a.m.

RESOLUTION NO. 16 - 45

**RESOLUTION AUTHORIZING APPROVAL OF THE
AUGUST 2016 TREASURER'S REPORT**

WHEREAS, the New Jersey Environmental Infrastructure Trust (the "Trust") has reviewed the Treasurer's Report for August 2016; and

WHEREAS, the Trust has placed in its files certain correspondence relating to expenses incurred in relation to the Trust.

NOW THEREFORE, BE IT RESOLVED, that the Trust hereby accepts the Treasurer's Report for August 2016 and requests that the same be entered into the record.

Adopted Date: October 13, 2016

Motion Made By: Mr. Griffin

Motion Seconded By: Mr. Longo

Ayes: 6

Nays: 0

Abstentions: 0

RESOLUTION NO. 16 -46

RESOLUTION OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AUTHORIZING A DIRECT LOAN TO ONE BORROWER PARTICIPATING IN THE STATE FISCAL YEAR 2017 SMALL SYSTEM (NANO) NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE FINANCING PROGRAM

WHEREAS, pursuant to Section 5(m) and Section 9(a) of the New Jersey Environmental Infrastructure Trust Act, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey (the "State"), as amended and supplemented (N.J.S.A. 58:11B-1 *et seq.*) (the "Act"), the New Jersey Environmental Infrastructure Trust, a public body corporate and politic under the laws of the State, created pursuant to the Act (the "Trust"), is authorized to make and contract to make loans (each, a "Trust Loan") to project sponsors (each, a "Project Sponsor") to finance a portion of the costs of the respective environmental infrastructure system projects thereof (each, a "Project"), which Project Sponsors may lawfully undertake or acquire and for which they are authorized by law to borrow funds, subject to such terms and conditions as the Trust shall determine to be consistent with the Act and the purposes of the Trust; and

WHEREAS, on July 14, 2016, the Board of Directors of the Trust (the "Board") adopted Resolution No. 16-32 entitled "Resolution of the New Jersey Environmental Infrastructure Trust Authorizing the State Fiscal Year 2017 Small System Loan Program" (the "NLP Authorizing Resolution"); capitalized terms used and not otherwise defined in this Resolution shall have the respective meanings ascribed thereto in the NLP Authorizing Resolution), establishing the Small System Loan Program (the "NLP") of the Trust, including the qualifications for "Very Small Water Systems" which serve a population of less than or equal to 500, for State Fiscal Year 2017 as a funding mechanism for improvements to Small Water Systems while also addressing the credit risks posed by such Financing Program applicants; and

WHEREAS, the Project Sponsor set forth in Schedule I attached hereto (a "Nano Loan Borrower") has sought financial assistance from the Trust in connection with the respective Project thereof that bears the corresponding numeric designations set forth in Schedule I attached hereto (a "NANO Loan Project"); and

WHEREAS, the Nano Loan Borrower satisfies the criteria for participation in the NLP as a Very Small Water System as set forth in the NLP Authorizing Resolution; and

WHEREAS, the Nano Loan Borrower will receive a NJEIFP Small System Loan (a "NJDEP Loan") from the State, acting by and through the New Jersey Department of Environmental Protection (the "NJDEP") for a portion of the Project in the amount of \$500,000, one hundred percent (100%) of which is subject to principal forgiveness pursuant to the terms available to Very Small Water Systems under the NLP Authorizing Resolution; and

WHEREAS, pursuant to the terms of the NLP Authorizing Resolution, including the terms as they relate to Very Small Water Systems, the Nano Loan Borrower will be required to self-fund the project in an amount equal to 15% of the total Small System Loan financing package; and

WHEREAS, it currently is estimated that the portion of the total cost of the Nano Loan Borrower's respective Nano Loan Project to be financed by the Trust through the NLP in the form of a Trust Loan (a "Nano Trust Loan") will not exceed the amount set forth under the heading "Maximum Trust Loan Amount" in Schedule I attached hereto with respect to the respective and corresponding Nano Loan Project of the Nano Loan Borrower (a "Maximum Trust Loan Amount") and with additional financial assistance to be provided to the Nano Loan Borrower for the balance of the cost of its respective Nano Loan Project, after taking into account any principal forgiveness funds, Trust funds and self-funded monies, in the form of a loan (a "NJDEP Loan") from the State, acting by and through the NJDEP; and

WHEREAS, the NLP Authorizing Resolution provides that the initial source of funds for each Nano Trust Loan made by the Trust during SFY 2017 pursuant to the NLP shall consist of one or both of (i) operating funds of the Trust that are not required for, or committed to, the operations of the Trust for State Fiscal Years 2017 and 2018 ("Available Funds"), and/or (ii) bonds to be issued by the Trust ("Trust Bonds"); and

WHEREAS, the Board has determined that it is in the best interest of the Trust and the NLP to fund the Nano Trust Loan described in Schedule I from Available Funds as a so-called Direct Loan; and

WHEREAS, the Nano Trust Loan shall be extended by the Trust to the Nano Loan Borrower, and the Nano Loan Borrower shall repay its Nano Trust Loan to the Trust, pursuant to the terms and provisions of a loan agreement ("Nano Trust Loan Agreement"), by and between the Trust and the Nano Loan Borrower; and

WHEREAS, pursuant to the NLP Authorizing Resolution, each Nano Trust Loan shall bear interest at a rate per annum calculated pursuant to the "Interest Rate Calculation", as set forth in that certain Resolution adopted by the Trust on February 9, 2012 and entitled "Amended and Restated Resolution of the New Jersey Environmental Infrastructure Trust Relating to the Direct Loan Program and Certain Policies Regarding the Administration Thereof and the Granting of Nano Loans" (the "Direct Loan Policy Resolution"); and

WHEREAS, in accordance with the Direct Loan Policy Resolution, the rate of interest to be paid by the Nano Loan Borrower to the Trust with respect to the repayment of its Nano Trust Loan shall be calculated in the following manner (the "Interest Rate Calculation"): (i) the interest rate as determined, on the date of closing for the Nano Trust Loan, by the Municipal Market Advisors pursuant to their MMD Index, (ii) plus (or minus) the number of basis points by which the interest rate on the most recently issued tax-exempt (non-AMT) Environmental Infrastructure Bonds issued by the Trust to provide new financing for Projects (the "Bonds") exceeded (or was less than) the MMD Index on the date on which such Bonds were sold, and (iii) with such determination being made as a scale for each year of the life of such Nano Trust Loan and thereupon converted into an average rate based upon the weighted average maturity schedule, thereby establishing level debt service comparable to the amortization of a mortgage loan; and

WHEREAS, it is the desire of the Trust, subject to the terms and provisions of the Act, the NLP Authorizing Resolution and this Resolution, to authorize the Nano Trust Loan to the Nano Loan Borrower in an amount not to exceed the Maximum Trust Loan Amount (all as identified in Schedule I attached hereto and made a part hereof) for the purpose of financing a portion of the cost of the respective Nano Loan Project thereof (as identified in Schedule I attached hereto and made a part hereof), pursuant to the respective terms and provisions of the Nano Trust Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the New Jersey Environmental Infrastructure Trust, as follows:

Section 1. The Board hereby approves the making of the Nano Trust Loan to the Nano Loan Borrower (as identified in Schedule I attached hereto and made a part hereof), as part of the NLP of the Trust, for the purpose of financing a portion of the cost of the respective Nano Loan Project thereof (as identified in Schedule I attached hereto and made a part hereof), provided that (i) the principal amount of the Nano Trust Loan shall not exceed the applicable Maximum Trust Loan Amount with respect to such Nano Loan Project (as identified in Schedule I attached hereto and made a part hereof), (ii) the Nano Trust Loan shall be funded solely from the Available Funds, (iii) the Nano Trust Loan shall comply fully with the provisions of the Act, the NLP Resolution and this Resolution, (iv) the Nano Trust Loan shall be made by the Trust to the respective Nano Loan Borrower, and the repayment thereof shall be made by the Nano Loan Borrower to the Trust, pursuant to the terms and provisions of a Nano Trust Loan Agreement, in substantially the form attached hereto as Exhibit A and made a part hereof, with such revisions and modifications thereto as shall be approved by the Chairman, the Vice Chairman or the Executive Director of the Trust (each, an “Authorized Officer”) after consultation with Bond Counsel to the Trust and the Office of the Attorney General of the State, such approval to be evidenced by the execution thereof by such Authorized Officer, and (v) the payment of interest on the Nano Trust Loan by the Nano Loan Borrower shall be calculated pursuant to the Interest Rate Calculation.

Section 2. Each Authorized Officer is hereby severally authorized and directed to execute (i) the Nano Trust Loan Agreement and (ii) any certificates, instruments or documents contemplated therein or otherwise related to the making of the Nano Trust Loan by the Trust to the respective Nano Loan Borrower.

Section 3. Upon execution of the Nano Trust Loan Agreement by an Authorized Officer, the Secretary and the Assistant Secretary of the Trust are each hereby severally authorized and directed, where required, to affix the corporate seal of the Trust, and to attest to the signature of such Authorized Officer, thereon and on any certificates, instruments or documents contemplated therein or related thereto and to the making of the Nano Trust Loan by the Trust to the Nano Loan Borrower.

Section 4. Any Authorized Officer is hereby authorized and directed to take such other actions that such Authorized Officer, in his respective sole discretion after consultation

with Bond Counsel to the Trust and the Office of the Attorney General of the State, deems necessary, convenient or desirable to effect the transactions contemplated hereby.

Section 5. This Resolution shall take effect immediately, subject to the provisions of the Act.

Adopted Date: October 13, 2016

Motion Made By: Mr. Longo

Motion Seconded By: Mr. Cunningham

Ayes: 6

Nays: 0

Abstentions: 0

SCHEDULE I

NANO LOAN BORROWER

<u>Nano Loan Borrower</u>	<u>Nano Loan Project No.</u>	<u>Maximum Trust Loan Amount</u>
Lake Glenwood Village	1922010-008	78,000

EXHIBIT A

**[SFY 2017 DIRECT LOAN - MASTER TRUST LOAN AGREEMENT - PRINCIPAL
FORGIVENESS/NANO - PRIVATE FORM]**

LOAN AGREEMENT

BY AND BETWEEN

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

AND

[NAME OF BORROWER]

DATED AS OF [DATE OF LOAN CLOSING]

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NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into as of the Dated Date (as defined in Schedule A hereto), by and between the NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, a public body corporate and politic with corporate succession, and the Borrower (capitalized terms used in this Loan Agreement shall have, unless the context otherwise requires, the meanings ascribed thereto in Section 1.01 hereof);

WITNESSETH THAT:

WHEREAS, the Trust, in accordance with the Act and a financial plan approved by the State Legislature in accordance with Sections 22 and 22.1 of the Act, is authorized to make the Loan to the Borrower to finance a portion of the Costs of Environmental Infrastructure Facilities;

WHEREAS, the Borrower has, in accordance with the Act and the Regulations, made timely application to the Trust for a Loan to finance a portion of the Costs of the Project;

WHEREAS, the State Legislature, in accordance with Sections 20 and 20.1 of the Act, has in the form of an appropriations act approved a project priority list that includes the Project and that authorizes an expenditure of funds to finance a portion of the Costs of the Project;

WHEREAS, the Trust has approved the Borrower's application for a Loan from available Trust funds to finance a portion of the Costs of the Project;

WHEREAS, in accordance with the applicable Bond Act (as defined in the Fund Loan Agreement), and the Regulations, the Borrower has previously received a Fund Loan for a portion of the Costs of the Project; and

WHEREAS, the Borrower, in accordance with the Act, the Regulations, the Business Corporation Law and all other applicable law, will issue a Borrower Bond to the Trust evidencing said Loan at the Loan Closing.

NOW, THEREFORE, for and in consideration of the award of the Loan by the Trust, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

(a) The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Act” means the “New Jersey Environmental Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

“Administrative Fee” means that portion of Interest on the Loan or Interest on the Borrower Bond payable hereunder as an annual fee of up to four-tenths of one percent (.40%) of the initial principal amount of the Loan or such lesser amount, if any, as may be authorized by any act of the State Legislature and as the Trust may approve from time to time.

“Authorized Officer” means, in the case of the Borrower, any person or persons authorized pursuant to a resolution of the board of directors of the Borrower to perform any act or execute any document relating to the Loan, the Borrower Bond or this Loan Agreement.

“Bond Counsel” means a law firm appointed or approved by the Trust, as the case may be, having a reputation in the field of municipal law whose opinions are generally acceptable by purchasers of municipal bonds.

“Bond Resolution” means the “Environmental Infrastructure Trust Bond Resolution, Series 2016A-2” as adopted by the Board of Directors of the Trust on November 10, 2016, authorizing the issuance of the Trust Bonds, and all further amendments and supplements adopted in accordance with the provisions thereof.

“Borrower” means the corporation that is a party to and is described in Schedule A to this Loan Agreement, and its successors and assigns

“Borrower Bond” means the general obligation bond, note, debenture or other evidence of indebtedness, authorized, executed, attested and delivered by the Borrower to the Trust and, if applicable, authenticated on behalf of the Borrower to evidence the Loan, a specimen of which is attached hereto as Exhibit D and made a part hereof.

“Bond Resolution” means that certain “Resolution of the Board of Trustees of the Village of Lake Glenwood” adopted by the Board of Trustees of the Borrower on _____, 2016, authorizing, among other things, the execution of this Loan Agreement and a “Capital Improvement Assessment” against the property of members of the Borrower in an amount sufficient to cover the repayments and other charges due under the Loan and Fund Loan.

“Borrowers” means any Local Government Unit or Private Entity (as such terms are defined in the Regulations), other than the Borrower, authorized to construct, operate and maintain Environmental Infrastructure Facilities that have entered into Loan Agreements with

the Trust pursuant to which the Trust will make Loans to such recipients. All Loans made to Borrowers (which by definition excludes the Loan made to the Borrower) will be financed, unlike the Loan made to the Borrower hereunder, from the proceeds of Trust Bonds.

“Business Corporation Law” means the “New Jersey Business Corporation Act”, constituting Chapter 263 of the Pamphlet Laws of 1968 of the State (codified at N.J.S.A. 14A:1-1, *et seq.*), as the same may from time to time be amended and supplemented.

“Costs” means those costs that are eligible, reasonable, necessary, allocable to the Project and permitted by generally accepted accounting principles, including Allowances and Building Costs (as defined in the Regulations), as shall be determined on a project-specific basis in accordance with the Regulations as set forth in Exhibit B hereto, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an authorized officer of the Trust.

“Department” means the New Jersey Department of Environmental Protection

“Environmental Infrastructure Facilities” means Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Borrower, including the Project, described in Exhibit A-1 attached hereto and made a part hereof for which the Borrower is borrowing the Loan under this Loan Agreement.

“Event of Default” means any occurrence or event specified in Section 5.01 hereof.

“Excess Project Funds” shall have the meaning set forth in Section 3.03A hereof.

“Fund Loan” means the loan made simultaneously herewith to the Borrower by the State, acting by and through the Department, pursuant to the Fund Loan Agreement.

“Fund Loan Agreement” means the loan agreement dated the date hereof, by and between the Borrower and the State, acting by and through the Department, regarding the terms and conditions of the Fund Loan.

“Interest on the Loan” or **“Interest on the Borrower Bond”** means the sum of (i) the Interest Portion, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

“Interest Portion” means that portion of Interest on the Loan or Interest on the Borrower Bond payable hereunder that has been established at Loan Closing (i) as set forth in Exhibit A-2 hereof under the column heading entitled “Interest”, or (ii) with respect to any prepayment of Loan Repayments, interest accrued on any principal amount of any such Loan Repayments to the date of any such Loan Repayments at the rate of interest established at Loan Closing.

“Loan” means the loan made by the Trust to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement, as further described in Schedule A attached hereto.

“Loan Agreement” means this Loan Agreement, including Schedule A and the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Agreements” means any other loan agreements entered into by and between the Trust and one or more of the Borrowers pursuant to which the Trust will make Loans to such Borrowers.

“Loan Closing” means the date upon which the Trust shall fund the Loan and the Borrower shall deliver its fully authorized, executed and attested Borrower Bond to the Trust.

“Loan Repayments” means the sum of (i) the principal amount of the Loan payable at the times and in the amounts set forth on Exhibit A-2 hereto under the column heading entitled “Principal”, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

“Loan Term” means the term of this Loan Agreement provided in Sections 3.01 and 3.03 hereof and in Exhibit A-2 attached hereto and made a part hereof.

“Loans” means the loans made by the Trust to the Borrowers under the Loan Agreements.

“Prime Rate” means the prevailing commercial interest rate announced by the Trustee from time to time in the State as its prime lending rate.

“Project” means the Environmental Infrastructure Facilities of the Borrower described in Exhibit A-1 attached hereto and made a part hereof, which constitutes a project for which the Trust is permitted to make a loan to the Borrower pursuant to the Act and the Regulations, all or a portion of the Costs of which is financed or refinanced by the Trust through the making of the Loan under this Loan Agreement.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated under N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey.

“Trust” means the New Jersey Environmental Infrastructure Trust, a public body corporate and politic with corporate succession duly created and validly existing under and by virtue of the Act.

“Trust Bonds” means bonds authorized by Section 2.03 of the Bond Resolution, together with any refunding bonds authenticated, if applicable, and delivered pursuant to Section 2.04 of the Bond Resolution, in each case issued by the Trust in order to finance, among other things, the Loans to the Borrowers.

“Trustee” means, initially, U.S. Bank National Association, the Trustee appointed by the Trust and its successors as Trustee under the Bond Resolution, as provided in Article X of the Bond Resolution.

(b) In addition to the capitalized terms defined in subsection (a) of this Section 1.01, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in Schedule A attached hereto and made a part hereof.

(c) Except as otherwise defined herein or where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

SECTION 2.01. Representations of Borrower. The Borrower represents for the benefit of the Trust as follows:

(a) Organization and Authority.

(i) The Borrower is a corporation duly created and validly existing under and pursuant to the Constitution and statutes of the State, including the Business Corporation Law.

(ii) The acting officers of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in this Loan Agreement either are or, at the time any such action was performed, were the duly appointed or elected officers of such Borrower empowered by applicable State law and, if applicable, authorized by resolution of the Borrower to perform such actions. To the extent any such action was performed by an officer no longer the duly acting officer of such Borrower, all such actions previously taken by such officer are still in full force and effect.

(iii) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Environmental Infrastructure System, to carry on its activities relating thereto, to execute, attest and deliver this Loan Agreement and the Borrower Bond, to authorize the authentication of the Borrower Bond, to sell the Borrower Bond to the Trust, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Loan Agreement.

(iv) The proceedings of the Borrower's board of directors approving this Loan Agreement and the Borrower Bond, authorizing the execution, attestation and delivery of this Loan Agreement and the Borrower Bond, authorizing the sale of the Borrower Bond to the Trust, authorizing the authentication of the Borrower Bond on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project, including, without limitation, the Borrower Bond Resolution (collectively, the "Proceedings"), have been duly and lawfully adopted in accordance with the Business Corporation Law and other applicable State law at a meeting or meetings that were duly called and held in accordance with the Borrower By-Laws and at which quorums were present and acting throughout.

(v) By official action of the Borrower taken prior to or concurrent with the execution and delivery hereof, including, without limitation, the Proceedings, the Borrower has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the execution, attestation, delivery and performance of this Loan Agreement and the transactions contemplated hereby; (B) the issuance of the Borrower Bond and the sale thereof to the Trust upon the terms set forth herein; and (C)

the execution, delivery and due performance of any and all other certificates, agreements and instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.

(vi) This Loan Agreement and the Borrower Bond have each been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower, and the Borrower Bond has been duly sold by the Borrower to the Trust, duly authenticated by the trustee or paying agent, if applicable, under the Borrower Bond Resolution and duly issued by the Borrower in accordance with the terms of the Borrower Bond Resolution; and assuming that the Trust has all the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, this Loan Agreement, and assuming further that this Loan Agreement is the legal, valid and binding obligation of the Trust, enforceable against the Trust in accordance with its terms, each of this Loan Agreement and the Borrower Bond constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights; and the information contained under "Description of Loan" in Exhibit A-2 attached hereto and made a part hereof is true and accurate in all respects.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Trust in writing on the Borrower's application for the Loan or otherwise that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or the ability of the Borrower to make all Loan Repayments and any other payments required under this Loan Agreement or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect (i) the undertaking or completion of the Project, (ii) the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, (iii) the ability of the Borrower to make all Loan Repayments or any other payments required under this Loan Agreement, (iv) the authorization, execution, attestation or delivery of this Loan Agreement or the Borrower Bond, (v) the issuance of the Borrower Bond and the sale thereof to the Trust, (vi) the adoption of the Borrower Bond Resolution, or (vii) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond, which proceedings have not been previously disclosed in writing to the Trust either in the Borrower's application for the Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. (i) The authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond by the

Borrower, (ii) the authentication of the Borrower Bond by the trustee or paying agent under the Borrower Bond Resolution, as the case may be, and the sale of the Borrower Bond to the Trust, (iii) the adoption of the Borrower Bond Resolution, (iv) the observance and performance by the Borrower of its duties, covenants, obligations and agreements hereunder and thereunder, (v) the consummation of the transactions provided for in this Loan Agreement, the Borrower Bond Resolution and the Borrower Bond, and (vi) the undertaking and completion of the Project will not (A) other than the lien, charge or encumbrance created hereby, by the Borrower Bond, by the Borrower Bond Resolution and by any other outstanding debt obligations of the Borrower that are at parity with the Borrower Bond as to lien on, and source and security for payment thereon from, the revenues of the Borrower's Environmental Infrastructure System, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the issuance of the Borrower Bond and the sale thereof to the Trust, the adoption of the Borrower Bond Resolution or the receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, its Environmental Infrastructure System or its properties may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System or the ability of the Borrower to make all Loan Repayments, to pay all other amounts due hereunder or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, for the issuance of the Borrower Bond and the sale thereof to the Trust, for the adoption of the Borrower Bond Resolution, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond and for the undertaking or completion of the Project and the financing or refinancing thereof, including, but not limited to, if required, the approval by the New Jersey Board of Public Utilities (the "BPU") of the issuance by the Borrower of the Borrower Bond to the Trust, as required by Section 9a of the Act, and any other approvals required therefor by the BPU; and the Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and

the Borrower Bond or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the issuance of the Borrower Bond and the sale thereof to the Trust, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law. The Borrower:

(i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its properties or for the conduct of its activities that, if not obtained, would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Trust as described in Exhibit B attached hereto and made a part hereof (i) to finance or refinance a portion of the Costs of the Borrower's Project; and (ii) where applicable, to reimburse the Borrower for a portion of the Costs of the Borrower's Project, which portion was paid or incurred in anticipation of reimbursement by the Trust and is eligible for such reimbursement under and pursuant to the Regulations, the Code and any other applicable law. All of such costs constitute Costs for which the Trust is authorized to make Loans to the Borrower pursuant to the Act and the Regulations.

SECTION 2.02. Particular Covenants of Borrower.

(a) Promise to Pay. The Borrower unconditionally and irrevocably promises in accordance with the terms of and to the extent provided in the Borrower Bond Resolution, to make punctual payment of the principal and redemption premium, if any, of the Loan and the Borrower Bond, the Interest on the Loan, the Interest on the Borrower Bond and all other amounts due under this Loan Agreement and the Borrower Bond according to their respective terms.

(b) Performance Under Loan Agreement; Rates. The Borrower covenants and agrees (i) to comply with all applicable state and federal laws, rules and regulations in the performance of this Loan Agreement; (ii) to maintain its Environmental Infrastructure System in good repair and operating condition; (iii) to cooperate with the Trust in the observance and performance of

the respective duties, covenants, obligations and agreements of the Borrower and the Trust under this Loan Agreement; and (iv) to establish, levy and collect rents, rates and other charges for the products and services provided by its Environmental Infrastructure System, which rents, rates and other charges shall be at least sufficient to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued or to be issued by the Borrower, including without limitation rents, rates and other charges, together with other available moneys, sufficient to pay the principal of and Interest on the Borrower Bond, plus all other amounts due hereunder.

(c) Borrower Bond; No Prior Liens. Except for (i) the Borrower Bond, (ii) any bonds or notes at parity with the Borrower Bond and currently outstanding or issued on the date hereof, (iii) any future bonds or notes of the Borrower issued under the Borrower Bond Resolution at parity with the Borrower Bond, and (iv) any Permitted Encumbrances (as defined in the Borrower Bond Resolution), the assets of the Borrower that are subject to the Borrower Bond Resolution are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the Borrower Bond, and all corporate or other action on the part of the Borrower to that end has been and will be duly and validly taken.

(d) Completion of Project and Provision of Moneys Therefor. The Borrower covenants and agrees (i) to exercise its best efforts in accordance with prudent environmental infrastructure utility practice to complete the Project and to accomplish such completion on or before the estimated Project completion date set forth in Exhibit C hereto and made a part hereof; (ii) to comply with the terms and provisions contained in Exhibit G hereto; and (iii) to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives under the Loan and Fund Loan, required to complete the Project.

(e) See Section 2.02(e) as set forth in Schedule A attached hereto, made a part hereof and incorporated in this Section 2.02(e) by reference as if set forth in full herein.

(f) Reserved.

(g) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with prudent environmental infrastructure utility practice, (i) at all times operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner, (ii) maintain its Environmental Infrastructure System in good repair, working order and operating condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its Environmental Infrastructure System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

(h) Records and Accounts.

(i) The Borrower shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records") separate and distinct from its other records and accounts (the "General Records"). Such System Records and

General Records shall be made available for inspection by the Trust at any reasonable time upon prior written notice.

(ii) Reserved.

(i) Inspections; Information. The Borrower shall permit the Trust and any party designated by any of such parties, at any and all reasonable times during construction of the Project and thereafter upon prior written notice, to examine, visit and inspect the property, if any, constituting the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Trust may reasonably require in connection therewith.

(j) Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining Environmental Infrastructure Facilities of the nature of the Borrower's Environmental Infrastructure System, including liability coverage, all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements.

(k) Costs of Project. The Borrower certifies that the building cost of the Project, as listed in Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation thereof, and it will supply to the Trust a certificate from a licensed professional engineer authorized to practice in the State stating that such building cost is a reasonable and accurate estimation and that the useful life of the Project exceeds the maturity date of the Borrower Bond.

(l) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized, executed and attested) at the Loan Closing, the Borrower will cause to be delivered to the Trust each of the following items:

(i) an opinion of the Borrower's bond counsel substantially in the form of Exhibit E hereto; provided, however, that the Trust may permit portions of such opinion to be rendered by general counsel to the Borrower and may permit variances in such opinion from the form set forth in Exhibit E if, in the opinion of the Trust, such variances are not to the material detriment of the interests of the holders of the Trust Bonds;

(ii) counterparts of this Loan Agreement as previously executed and attested by the parties hereto;

(iii) copies of those resolutions finally adopted by the board of directors of the Borrower and requested by the Trust, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of this Loan Agreement, (B) the Borrower Bond Resolution, as amended and supplemented as of the date of the Loan Closing, authorizing the execution, attestation, authentication, sale and delivery of the Borrower Bond to the Trust, (C) the resolution of the Borrower, if any, confirming the details of the sale of the Borrower Bond to the Trust, (D) the resolution of the BPU approving the issuance by the Borrower of the Borrower Bond to the Trust and setting

forth any other approvals required therefor by the BPU, if applicable, and (F) any other Proceedings;

(iv) reserved; and

(v) the certificates of insurance coverage as required pursuant to the terms of Section 3.06(d) hereof and such other certificates, documents, opinions and information as the Trust may require in Exhibit F hereto, if any.

(m) Execution and Delivery of Borrower Bond. Concurrently with the delivery of this Loan Agreement at the Loan Closing, the Borrower shall also deliver to the Trust the Borrower Bond, as previously executed, attested and, if applicable, authenticated, upon the receipt of a written certification of the Trust that a portion of the net proceeds of the Trust Bonds shall be segregated on the books and records of the Trust for the Loan simultaneously with the delivery of the Borrower Bond.

(n) Notice of Material Adverse Change. The Borrower shall promptly notify the Trust of any material adverse change in the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or in the ability of the Borrower to make all Loan Repayments and otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(o) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(p) Additional Covenants and Requirements. (i) No later than the Loan Closing and, if necessary, in connection with the making of the Loan, additional covenants, representations and requirements have been included in Exhibit F hereto and made a part hereof. Such covenants, representations and requirements may include, but need not be limited to the maintenance of specified levels of Environmental Infrastructure System rates, the issuance of additional debt of the Borrower, the transfer of revenues and receipts from the Borrower's Environmental Infrastructure System or compliance with Rule 15c2-12, Rule 10b-5 and any other applicable federal or state securities laws. By executing this Loan Agreement, the Borrower agrees to observe and comply with each such additional covenant, representation and requirement, if any, included in Exhibit F hereto as if the same were set forth herein in its entirety. (ii) Additional defined terms, covenants and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenant and requirements are incorporated in this Loan Agreement by reference thereto as if set forth in full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant and requirement included in Schedule A as if the same were set forth in its entirety where reference thereto is made in this Loan Agreement.

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. Loan; Loan Term.

(a) The Trust hereby agrees (i) to make the Loan, as described in Exhibit A-2 attached hereto and made a part hereof, to the Borrower, and (ii) to disburse the proceeds of the Loan to the Borrower in accordance with Section 3.02 and Exhibit C hereof. The Borrower hereby agrees to borrow and accept the Loan from the Trust upon the terms set forth in Exhibit A-2 attached hereto and made a part hereof. The Borrower agrees that the amount actually segregated on the books of the Trust for the purpose of the Loan at Loan Closing shall constitute the initial principal amount of the Loan (as the same may be adjusted downward in accordance with the definition thereof), and the Trust shall have no obligation thereafter to loan any additional amounts to the Borrower.

(b) Notwithstanding the provisions of subsection (a) of this Section 3.01 to the contrary, the Trust shall be under no obligation (i) to make the Loan to the Borrower if (1) at the Loan Closing, the Borrower does not deliver to the Trust a Borrower Bond and such other documents as are required pursuant to Section 2.02(1) hereof, or (2) an Event of Default has occurred and is continuing pursuant to this Loan Agreement, or (ii) to disburse the proceeds of the Loan to the Borrower in accordance with Section 3.02 and Exhibit C hereof, unless each of the conditions precedent to such disbursement, as set forth in Section 3.02 hereof, have been satisfied in full. The Trust intends to disburse the proceeds of the Loan to the Borrower at the times and in the amounts set forth in Exhibit C hereof in order to pay a portion of the Costs of the Project, subject to compliance by the Borrower with the procedures for disbursement as set forth in Section 3.02 hereof; nevertheless, due to unforeseen circumstances, there may not be a sufficient amount on deposit with the Trust on a given disbursement date in order for the Trust to make the disbursement in the amount indicated in Exhibit C hereof so as to satisfy a Loan disbursement request by the Borrower pursuant to the provisions of Section 3.02 hereof, in which case (1) the Trust shall have no obligation hereunder to make such disbursement until such time as sufficient funds are on deposit with the Trust, and (2) the obligations of the Borrower hereunder shall not be affected.

(c) The Borrower shall use the proceeds of the Loan strictly in compliance with the provisions of Section 2.01(h) hereof.

(d) The payment obligations of the Borrower created pursuant to the terms of this Loan Agreement and the obligations of the Borrower to pay the principal of the Borrower Bond, Interest on the Borrower Bond and other amounts due under the Borrower Bond are direct, general, irrevocable and unconditional obligations of the Borrower payable from any source legally available to the Borrower in accordance with the terms of and to the extent provided in the Borrower Bond Resolution.

SECTION 3.02. Disbursement of Loan Proceeds.

(a) The Trust shall disburse the proceeds of the Loan to the Borrower upon (i) receipt of a requisition executed by an Authorized Officer of the Borrower, and approved by the Trust, in a form approved by the Trust, and (ii) consistent with the schedule for disbursement as set forth in Exhibit C hereof.

(b) The Trust shall not be required to disburse any Loan proceeds to the Borrower pursuant to this Loan Agreement, unless:

(i) reserved;

(ii) in accordance with the Bond Act, and the Regulations, the Borrower shall have timely applied for, shall have been awarded and, prior to the Loan Closing, shall have closed, a Fund Loan for a portion of the Allowable Costs (as defined in such Regulations) of the Project;

(iii) the Borrower shall have on hand moneys to pay for the greater of (A) that portion of the total Costs of the Project that is not eligible to be funded from the Fund Loan or the Loan, or (B) that portion of the total Costs of the Project that exceeds the actual amounts of the loan commitments made by the State and the Trust, respectively, for the Fund Loan and the Loan; and

(iv) no Event of Default nor any event that, with the passage of time or service of notice or both, would constitute an Event of Default shall have occurred and be continuing hereunder.

(c) Notwithstanding any provision of this Loan Agreement to the contrary, at the request of the Borrower but at the sole discretion of the Trust, may disburse Loan proceeds to the Borrower either prior to or subsequent to the scheduled date for disbursement thereof as such scheduled date is identified in the disbursement schedule set forth in Exhibit C hereof, provided that (A) the Borrower has otherwise satisfied the requirements of this Section 3.02, and (B) such disbursement, in a manner that is inconsistent with the disbursement schedule as set forth in Exhibit C hereof, does not conflict with any restrictions set forth in the Regulations.

In the event that, in the submission of its requisition(s), the Borrower fails to comply with the disbursement schedule as set forth in Exhibit C hereof, and such non-compliance by the Borrower consists of (i) a failure to timely seek disbursement of Loan proceeds which failure results in an amount of non-disbursed funds remaining on deposit with the Trust, subsequent to the date on which such funds should have been disbursed pursuant to the disbursement schedule set forth in Exhibit C hereof, that, in the aggregate, represents twenty-five percent (25%) of the original principal amount of the Loan, or (ii) a failure to timely seek disbursement of Loan proceeds which failure results in an amount of funds disbursed from the Loan proceeds earlier than the date on which such funds were scheduled to have been disbursed pursuant to the disbursement schedule set forth in Exhibit C hereof, that, in the aggregate, represents twenty-five percent (25%) of the original principal amount of the Loan, then the Borrower shall provide to the Trust and the Department a certificate of an Authorized Officer of the Borrower providing a revised disbursement schedule, in a form similar to Exhibit C hereto and approved by the Department. Any reference to Exhibit C in Section 3.01, Section 3.02 and

Section 3.03A hereof shall mean Exhibit C as such exhibit may have been revised from time to time pursuant to the provisions of the preceding sentence.

SECTION 3.03. Amounts Payable.

(a) The Borrower shall repay the Loan in installments payable to the Trust as follows:

(i) the principal of the Loan shall be repaid annually on the Principal Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof;

(ii) the Interest Portion described in clause (i) of the definition thereof shall be paid semiannually on the Interest Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof; and

(iii) the Interest Portion described in clause (ii) of the definition thereof shall be paid upon the date of any prepayment or acceleration.

The obligations of the Borrower under the Borrower Bond shall be deemed to be amounts payable under this Section 3.03. Each Loan Repayment shall be deemed to be a credit against the corresponding obligation of the Borrower under this Section 3.03 and shall fulfill the Borrower's obligation to pay such amount hereunder and under the Borrower Bond. Each payment made to the Trust pursuant to this Section 3.03 shall be applied *first* to the Interest Portion then due and payable, *second* to the principal of the Loan then due and payable, *third* to the payment of the Administrative Fee, and *finally* to the payment of any late charges hereunder.

(b) The Interest on the Loan described in clause (iii) of the definition thereof shall (i) consist of a late charge for any principal Loan Repayment that is received by the Trust later than its due date and (ii) be payable immediately thereafter in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one half of one percent per annum on such late payment from its due date to the date it is actually paid; provided, however, that the rate of Interest on the Loan, including, without limitation, any late payment charges incurred hereunder, shall not exceed the maximum interest rate permitted by law.

(c) Reserved.

(d) Reserved.

(e) The Interest on the Loan described in clause (ii) of the definition thereof shall be paid by the Borrower in the amount of one-half of the Administrative Fee, if any, to the Trust semiannually on each February 1 and August 1, commencing August 1, 2017.

(f) The Borrower hereby agrees to pay to the Trust at the Loan Closing a "Security Review Fee" in the amount necessary to reimburse the Trust for all of its costs and expenses incurred in connection with reviewing the additional security securing the Trust Loan as set forth in Exhibit F hereto, if any, including without limitation the fees and expenses of any professional advisers hired by the Trust in connection therewith.

(g) Upon thirty (30) days prior written notice to the Borrower, an Authorized Officer of the Trust may, in the sole discretion of such Authorized Officer, prescribe the particular method by which payments pursuant to, and in satisfaction of, this Section 3.03 shall be made by the Borrower. In the absence of any such written notice to the Borrower by an Authorized Officer of the Trust pursuant to this subsection (g), the payments required pursuant to, and in satisfaction of, this Section 3.03 shall be implemented via the automatic debit by the Trust of the respective amounts of such payments, as required by this Section 3.03, from an account that shall be identified by the Borrower in writing and recorded on file with the Trust.

SECTION 3.03A. Amounts on Deposit in Project Loan Account After Completion of Project Draws.

(a) If, on the date which is thirty (30) days following the final date for which a disbursement of Loan proceeds is scheduled to be made pursuant to Exhibit C hereto, any Loan proceeds remain undisbursed, the Borrower shall provide to the Trust and the Department a certificate of an Authorized Officer of the Borrower (i) stating that the Borrower has not yet completed the Project, (ii) stating that the Borrower intends to complete the Project, (iii) setting forth the amount of remaining Loan Proceeds required to complete the Project, and (iv) providing a revised disbursement schedule, in a form similar to Exhibit C hereto and approved by the Department.

(b) If, on the date which is thirty (30) days following the final date for which a disbursement of Loan proceeds is scheduled to be made pursuant to the revised disbursement schedule certified to the Trust and the Department in accordance with Section 3.03A(a) hereof, any Loan proceeds remain undisbursed, the Borrower shall provide to the Trust and the Department a certificate of an Authorized Officer of the Borrower (i) stating that the Borrower has not yet completed the Project, (ii) stating that the Borrower intends to complete the Project, (iii) setting forth the amount of remaining Loan Proceeds required to complete the Project, and (iv) providing a further revised disbursement schedule, in a form similar to Exhibit C hereto and approved by the Department.

(c) If, on the date which the Borrower has completed the Project, any Loan proceeds remain undisbursed, the Borrower must within thirty (30) days following such date provide to the Trust and the Department a certificate (i) stating that the Project is complete and (ii) setting forth the remaining costs, if any, of the Project for which a disbursement of Loan will be required.

(d) If (i) the Borrower fails to provide the certificate described in paragraphs (a), (b) or (c) of this Section 3.03A, when due, or (ii) a certificate provided pursuant to paragraphs (a), (b) or (c) of this Section 3.03A states that the Borrower does not require all or any portion of the Loan proceeds for completion of the Project, or (iii) on the date which is thirty (30) days following the final date on which a disbursement of Loan proceeds is scheduled to be made pursuant to a further revised disbursement schedule certified to the Trust and the Department in accordance with Section 3.03A(b) hereof, any Loan proceeds remain undisbursed, then such undisbursed Loan proceeds, which are amounts that have not been certified by an Authorized Officer of the Borrower as being required to complete the Project (“Excess Project Funds”), shall be applied as follows:

(i) If the Excess Project Funds are less than or equal to the greater of (1) \$250,000 or (2) the amount of Loan Repayments due from the Borrower to the Trust in the next succeeding calendar year, the Excess Project Funds shall be applied by the Trust toward the Borrower's obligation to make the Loan Repayments next coming due; or

(ii) If the Excess Project Funds are greater than the greater of (1) \$250,000 or (2) the amount of Loan Repayments due from the Borrower to the Trust in the next succeeding calendar year, the Excess Project Funds shall be applied by the Trust as a prepayment of the Borrower's Loan Repayments, and shall be applied to the principal payments (including, premium, if any) on the Loan in inverse order of their maturity.

SECTION 3.04. Unconditional Obligations. The obligation of the Borrower to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any Loan Repayments remain unpaid, for any reason, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Trust to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Loan Agreement, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Trust or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

The Loan has been funded from available monies of the Trust and not from the Trust Bonds issued under the Bond Resolution, as is the case with the other Borrowers under their Loan Agreements. Therefore, the Borrower shall not be obligated to make any payments required to be made by any other Borrowers under separate Loan Agreements or the Bond Resolution./

SECTION 3.05. Loan Agreement to Survive Loan. The Borrower acknowledges that its duties, covenants, obligations and agreements set forth in Sections 3.06(a) and (b) hereof shall survive the payment in full of the Loan

SECTION 3.06. Disclaimer of Warranties and Indemnification.

(a) The Borrower acknowledges and agrees that (i) the Trust makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Environmental Infrastructure System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Trust or its respective agents be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Loan

Agreement or the Project or the existence, furnishing, functioning or use of the Environmental Infrastructure System or the Project or any item or products or services provided for in this Loan Agreement; and (iii) during the term of this Loan Agreement and to the fullest extent permitted by law, the Borrower shall indemnify and hold the Trust harmless against, and the Borrower shall pay any and all, liability, loss, cost, damage, claim, judgment or expense of any and all kinds or nature and however arising and imposed by law, which the Trust may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Borrower, the Borrower's ownership of the Environmental Infrastructure System or the Project, or the acquisition, construction or installation of the Project.

(b) It is mutually agreed by the Borrower and the Trust that the Trust and its officers, agents, servants or employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed under this Loan Agreement and any claim or suit of whatsoever nature, except in the event of loss or damage resulting from their own negligence or willful misconduct.

(c) The Borrower and the Trust agree that all claims shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.* (except for N.J.S.A. 59:13-9 thereof), although such Act by its express terms does not apply to claims arising under contract with the Trust.

(d) In connection with its obligation to provide the insurance required under Section 2.02(j) hereof: (i) the Borrower shall include, or cause to be included, the Trust and its directors, employees and officers as additional "named insureds" on (A) any certificate of liability insurance procured by the Borrower (or other similar document evidencing the liability insurance coverage procured by the Borrower) and (B) any certificate of liability insurance procured by any contractor or subcontractor for the Project, and from the later of the date of the Loan Closing or the date of the initiation of construction of the Project until the date the Borrower receives the written certificate of Project completion from the Trust, the Borrower shall maintain said liability insurance covering the Trust and said directors, employees and officers in good standing; and (ii) the Borrower shall include the Trust as an additional "named insured" on any certificate of insurance providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, and during the Loan Term the Borrower shall maintain said insurance covering the Trust in good standing.

The Borrower shall provide the Trust with a copy of each of any such original, supplemental, amendatory or reissued certificates of insurance (or other similar documents evidencing the insurance coverage) required pursuant to this Section 3.06(d).

SECTION 3.07. Option to Prepay Loan Repayments. The Borrower may prepay the principal Loan Repayments, in whole or in part, upon prior written notice to the Trust not less than ninety (90) days from the date of prepayment, and upon payment by the Borrower to the Trust of amounts that, together with investment earnings thereon, will be sufficient to pay the principal amount of the Loan Repayments to be prepaid plus the Interest Portion described in clause (ii) of the definition thereof on any such date; provided, however, that any such full or partial prepayment may only be made (i) if the Borrower is not then in arrears on its Fund Loan,

(ii) upon the prior written approval of the Trust, and (iii) provided that the Borrower shall agree to pay all costs and expenses of the Trust in connection with such prepayment, including, without limitation, the fees of Bond Counsel to the Trust and any other professional advisors to the Trust. Prepayments shall be applied first to the Interest Portion that accrues on the portion of the Loan to be prepaid until such prepayment date as described in clause (ii) of the definition thereof and then to principal payments (including premium, if any) on the Loan in inverse order of their maturity.

SECTION 3.08. Priority of Loan and Fund Loan.

(a) The Borrower hereby acknowledges that, to the extent allowed by law or the Borrower Bond Resolution, any Loan Repayments then due and payable on the Loan shall be satisfied by the Trust before any loan repayments on the Borrower's Fund Loan shall be satisfied by the Trust. The Borrower agrees not to interfere with any such action by the Trust.

(b) Reserved.

SECTION 3.09. Approval of the New Jersey State Treasurer. The Borrower and the Trust hereby acknowledge that prior to or simultaneously with the Loan Closing the New Jersey State Treasurer, in satisfaction of the requirements of Section 9a of the Act, issued the "Certificate of the New Jersey State Treasurer Regarding the Approval of the Trust Loan and the Fund Loan" (the "Treasurer's Certificate"). Pursuant to the terms of the Treasurer's Certificate, the New Jersey State Treasurer approved the Loan and the terms and conditions thereof as established by the provisions of this Loan Agreement.

ARTICLE IV

ASSIGNMENT OF LOAN AGREEMENT AND BORROWER BOND

SECTION 4.01. Assignment and Transfer by Trust.

(a) The Trust's right, title and interest in, to and under this Loan Agreement shall not be assigned without the express written consent of the Borrower.

The Trust shall retain the right to compel or otherwise enforce observance and performance by the Borrower of its duties, covenants, obligations and agreements under Section 2.02(d)(ii) hereof; provided, however, that in no event shall the Trust have the right to accelerate the Borrower Bond in connection with the enforcement of Section 2.02(d)(ii) hereof.

SECTION 4.02. Assignment by Borrower. Neither this Loan Agreement nor the Borrower Bond may be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (i) the Trust shall have approved said assignment in writing; (ii) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, obligations and agreements under this Loan Agreement and, to the extent permitted under applicable law, the Borrower Bond; and (iii) immediately after such assignment, the assignee shall not be in default in the observance or performance of any duties, covenants, obligations or agreements of the Borrower under this Loan Agreement or the Borrower Bond.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) failure by the Borrower to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due, which failure shall continue for a period of fifteen (15) days;

(b) failure by the Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Borrower issued under the Borrower Bond Resolution (other than the Loan and the Borrower Bond) or otherwise secured by all or a portion of the property pledged under the Borrower Bond Resolution, after giving effect to the applicable grace period;

(c) failure by the Borrower to pay, or cause to be paid, the Administrative Fee or any late charges incurred hereunder or any portion thereof when due or to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsection (a) of this Section 5.01 or other than the obligations of the Borrower contained in Section 2.02(d)(ii) hereof and in Exhibit F hereto, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Trust, unless the Trust shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Trust may not unreasonably withhold its consent to an extension of such time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect;

(e) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Borrower or any of its property) shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days;

(f) the Borrower shall generally fail to pay its debts as such debts become due; and

(g) failure of the Borrower to observe or perform such additional duties, covenants, obligations, agreements or conditions as are required by the Trust and specified in Exhibit F attached hereto and made a part hereof.

SECTION 5.02. Notice of Default. The Borrower shall give the Trust prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Borrower acknowledges the rights of the Trust to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder.

In addition, if an Event of Default referred to in Section 5.01(a) hereof shall have occurred and be continuing, the Trust shall, to the extent allowed by applicable law, have the right to declare all Loan Repayments and all other amounts due hereunder (including, without limitation, payments under the Borrower Bond) to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

SECTION 5.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Trust the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by either of them in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of the observation or performance of any other duties, covenants, obligations or agreements of the Borrower upon an Event of Default.

SECTION 5.05. Application of Moneys. Any moneys collected by the Trust pursuant to Section 5.03 hereof shall be applied (a) *first* to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 5.04 hereof, (b) *second*, to the extent available, to pay the Interest Portion then due and payable, (c) *third*, to the extent available, to pay the principal due and payable on the Loan, (d) *fourth*, to the extent available, to pay the Administrative Fee, any late charges incurred hereunder or any other amounts due and payable under this Loan Agreement, and (e) *fifth*, to the extent available, to pay the Interest Portion and the principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

SECTION 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Trust is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the

Trust or the Trustee to exercise any remedy reserved to it in this Article V, it shall not be necessary to give any notice other than such notice as may be required in this Article V.

SECTION 5.07. Retention of Trust's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Trust shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the Trust may, in its discretion, deem necessary to enforce the obligations of the Borrower to the Trust pursuant to Section 5.03 hereof.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified in Exhibit A-1 attached hereto and made a part hereof and to the Trust at the following address:

New Jersey Environmental Infrastructure Trust
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201
Attention: Executive Director

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the others.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Trust and the Borrower and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Trust and the Borrower.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as part of this Loan Agreement.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Trust shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Trust unless otherwise provided by law or by rules, regulations or resolutions of the Trust.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Reserved.

SECTION 6.10. Further Assurances. The Borrower shall, at the request of the Trust, authorize, execute, attest, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Borrower Bond.

IN WITNESS WHEREOF, the Trust and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

**NEW JERSEY ENVIRONMENTAL
INFRASTRUCTURE TRUST**

[SEAL]

By: _____

Robert A. Briant, Jr.
Vice Chairman

ATTEST:

David E. Zimmer
Assistant Secretary

[NAME OF BORROWER]

[SEAL]

By: _____

Authorized Officer
Title

ATTEST:

Authorized Officer
Title

SCHEDULE A

Certain Additional Loan Agreement Provisions

EXHIBIT A-1

Description of Project and Environmental Infrastructure System

EXHIBIT A-2

Description of Loan

EXHIBIT B

Basis for Determination of Allowable Project Costs

EXHIBIT C

Estimated Disbursement Schedule

EXHIBIT D

Specimen Borrower Bond

BORROWER BOND

FOR VALUE RECEIVED, [the] [NAME OF BORROWER], a corporation duly created and validly existing under the Constitution and laws of the State (the “Borrower”), hereby promises to pay to the order of the New Jersey Environmental Infrastructure Trust (the “Trust”) (i) the principal amount of _____ Dollars (\$_____), or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), 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. The Borrower unconditionally and irrevocably promises, in accordance with the terms of and to the extent provided in the Borrower Bond Resolution (as defined in the Loan Agreement) to pay in full and when due the principal of and the Interest on this Borrower Bond (as defined in the Loan Agreement) and all other amounts due under this Borrower Bond and the Loan Agreement according to their respective terms.

This Borrower Bond is issued pursuant to the Loan Agreement dated as of December 1, 2016 by and between the Trust and the Borrower (the “Loan Agreement”). This Borrower Bond is issued in consideration of the loan made under the Loan Agreement (the “Loan”) to evidence the payment obligations of the Borrower set forth in the Loan Agreement. This Borrower 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 Borrower Bond.

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

This Borrower Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower 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 Trust under the Loan Agreement or under any other agreement between the Borrower and the Trust or out of any indebtedness or liability at any time owing to the Borrower by the Trust or for any other reason.

This Borrower 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 Borrower Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Borrower Bond to be duly executed, sealed and delivered as [DATE OF LOAN CLOSING].

[NAME OF BORROWER]

[SEAL]

By:_____

ATTEST:

EXHIBIT E

Opinions of Borrower's Bond Counsel and General Counsel

See Closing Item _____

[LETTERHEAD OF COUNSEL TO BORROWER]

[Date of Loan Closing]

New Jersey Environmental Infrastructure Trust
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201

Ladies and Gentlemen:

We have acted as counsel to [Name of Borrower], a corporation duly organized and validly existing under the laws of the State of New Jersey (the "Borrower"), which has entered into a Loan Agreement (as hereinafter defined) with the New Jersey Environmental Infrastructure Trust (the "Trust"), and have acted as such in connection with the authorization, execution, attestation and delivery by the Borrower of its Loan Agreement and Borrower Bond (as hereinafter defined) pursuant to the New Jersey Business Corporation Act, P.L. 1968, c. 263, as amended (the "Business Corporation Law"), and a [bond resolution] [indenture] of the Borrower [adopted on] [dated] [DATE] and entitled "TITLE]" as amended and supplemented, including by a supplemental [resolution] [indenture] [adopted on] [dated] [DATE] and entitled "[TITLE]" such [resolutions] [indentures] shall be collectively referred to herein as the "Resolution". All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

In so acting, we have examined the Constitution and laws of the State of New Jersey, including, without limitation, the Business Corporation Law, and the certificate of incorporation and by-laws of the Borrower. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

(a) the Loan Agreement dated as of [Date of Loan Closing] (the "Loan Agreement") by and between the Trust and the Borrower;

(b) the proceedings of the board of directors of the Borrower relating to the approval of the Loan Agreement and the execution, attestation and delivery thereof on behalf of the Borrower and the authorization of the undertaking and completion of the Project;

(c) the Borrower Bond dated [Date of Loan Closing] (the "Borrower Bond") issued by the Borrower to the Trust to evidence the Loan; and

(d) the proceedings (together with the proceedings referred to in clause (c) above and Section 5 below, the "Proceedings") of the board of directors of the Borrower, including, without limitation, the Resolution, relating to the authorization of the Borrower Bond and the sale, execution, attestation, authentication and delivery thereof to the Trust (the Loan Agreement and the Borrower Bond are referred to herein collectively as the "Loan Documents").

We have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates and other instruments, and have made such investigation of law as in our judgment we have deemed necessary or appropriate, to enable us to render the opinions expressed below.

We are of the opinion that:

1. The Borrower is a corporation duly created and validly existing under and pursuant to the Constitution and statutes of the State of New Jersey, including the Borrower Enabling Act, with the legal right to carry on the Business Corporation Law, with the legal right to carry on the business of its Environmental Infrastructure System as currently being conducted and as proposed to be conducted.

2. The Borrower has full legal right and authority to execute, attest and deliver the Loan Documents, to sell the Borrower Bond to the Trust, to cause the authentication of the Borrower Bond, to observe and perform its duties, covenants, obligations and agreements under the Loan Documents and to undertake and complete the Project.

3. The acting officers of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in the Loan Agreement are, and at the time any such action was performed were, the duly appointed or elected officers of the Borrower empowered by applicable New Jersey law and authorized by resolution of the Borrower to perform such actions.

4. In accordance with the terms of the Resolution and to the extent provided in the Resolution, the Borrower has unconditionally and irrevocably promised to make the Loan Repayments and pay all other amounts due under the Loan Documents.

5. The proceedings of the Borrower's board of directors (i) approving the Loan Documents, (ii) authorizing their execution, attestation and delivery on behalf of the Borrower, (iii) with respect to the Borrower Bond only, authorizing its sale by the Borrower to the Trust and authorizing its authentication on behalf of the Borrower, (iv) authorizing the Borrower to consummate the transactions contemplated by the Loan Documents, (v) authorizing the Borrower to undertake and complete the Project, [(vi) authorizing the approval of the inclusion in the Official Statement of the Borrower Appendices,] and (vi) [(vii)] authorizing the execution and delivery of all other certificates, agreements, documents and instruments in connection with the execution, attestation and delivery of the Loan Documents, [including, without limitation, the designation of the Borrower Appendices portion of the Preliminary Official Statement as "deemed final" for the purposes and within the meaning of Rule 15c2-12(b)(1) of the Securities Exchange Act of 1934, as amended, as promulgated by the Securities and Exchange Commission,] have each been duly and lawfully adopted and authorized in accordance with applicable law and applicable resolutions of the Borrower, including, without limitation, the Resolution, the other Proceedings, and the Business Corporation Law, which Proceedings constitute all of the actions necessary to be taken by the Borrower to authorize its actions contemplated by clauses (i) through (vi) [(vii)] above and which Proceedings, including, without limitation, the Resolution, were duly adopted in accordance with applicable New Jersey law at a

meeting or meetings duly called and held in accordance with applicable New Jersey law and at which quorums were present and acting throughout.

6. The Loan Documents have been duly authorized, executed, attested and delivered by the Authorized Officers of the Borrower, the Borrower Bond has been duly sold by the Borrower to the Trust, and the Borrower Bond has been duly authenticated by the trustee or paying agent under the Resolution, if applicable; and assuming in the case of the Loan Agreement that the Trust has the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, the Loan Agreement, the Loan Documents constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion is rendered as to the availability of any particular remedy.

7. The authorization, execution, attestation and delivery of the Loan Documents by the Borrower and, in the case of the Borrower Bond only, the authentication thereof by the trustee or paying agent under the Resolution and the sale thereof to the Trust, the observation and performance by the Borrower of its duties, covenants, obligations and agreements thereunder, the consummation of the transactions contemplated therein, and the undertaking and completion of the Project do not and will not (i) result in any breach of any of the terms, conditions or provisions of, or (ii) constitute a default under, any existing resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

8. All approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Borrower in connection with the authorization, execution, attestation, delivery and performance of the Loan Documents, the sale of the Borrower Bond and the undertaking and completion of the Project have been obtained or made.

9. There is no litigation or other proceeding pending or, to our knowledge, after due inquiry, threatened in any court or other tribunal of competent jurisdiction (either state or federal) (i) questioning the creation, organization or existence of the Borrower, (ii) questioning the validity, legality or enforceability of the Resolution, the Loan or the Loan Documents, (iii) questioning the undertaking or completion of the Project, (iv) otherwise challenging the Borrower's ability to consummate the transactions contemplated by the Loan or the Loan Documents, or (v) that, if adversely decided, would have a materially adverse impact on the financial condition of the Borrower.

New Jersey Environmental Infrastructure Trust

[Date of Loan Closing]

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10. The Borrower has no bonds, notes or other debt obligations outstanding that are superior or senior to the Borrower Bond as to lien on, and source and security for payment thereof from, the revenues of the Borrower.

We hereby authorize McCarter & English, LLP, acting as bond counsel to the Trust, and the Attorney General of the State of New Jersey, acting as general counsel to the Trust, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

Additional Covenants and Requirements

EXHIBIT G

**General Administrative Requirements for the
State Environmental Infrastructure Financing Program**

RESOLUTION NO. 16 - 47

**RESOLUTION APPROVING THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
STATE FISCAL YEAR 2016 AUDITED FINANCIALS**

WHEREAS, New Jersey Environmental Infrastructure Trust (the "Trust") accounting staff annually prepares the Trust's financial statements inclusive of Statements of Net Position, Statements of Revenues and Expenses and Changes in Net Positions, Statements of cash Flow, and related notes. ("Financials"); and

WHEREAS, the Trust's Financials are required to be audited once each year pursuant to N.J.S.A. 58:11B-24 and Executive Order No. 37 (Corzine) (hereafter "EO 37"); and

WHEREAS, the Trust retained the services of RSM US, LLC, ("RSM") to conduct the audit of the Trust's State Fiscal Year ("SFY") 2016 Financials pursuant to Resolution No. 16-9; and

WHEREAS, RSM has audited the SFY2016 Financials and prepared an independent auditor's report ("SFY2016 Audited Financials"); and

WHEREAS, the Trust's SFY2016 Audited Financials have been presented to the Trust's Audit Committee pursuant to EO 37; and

WHEREAS, Chapter IV, Section 4 of the Trust's Bylaws requires the Trust to approve the Audited Financials.

NOW THEREFORE BE IT RESOLVED, the Trust hereby adopts the Trust's SFY2016 Audited Financials.

Adopted Date: October 13, 2016

Motion Made By: Mr. Briant

Motion Seconded By: Mr. Griffin

Ayes: 6

Nays: 0

Abstentions: 0

RESOLUTION NO. 16 - 48

**RESOLUTION OF THE TRUST AUTHORIZING
THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR
SOFTWARE COMPONENT OUTSOURCING SERVICES**

WHEREAS, the New Jersey Environmental Infrastructure Trust (Trust) is authorized to make and enter all contracts necessary or incidental to the performance of its duties pursuant to N.J.S.A. 58:11B-5(d); and

WHEREAS, there is a need for the Trust to hire a firm to perform Software Component Outsourcing Services.

NOW THEREFORE BE IT RESOLVED THAT the Trust hereby authorizes the Executive Director to competitively procure Software Component Outsourcing Services pursuant to Environmental Infrastructure Trust Policy and Procedure number 4.00, "Purchase of Goods and Services" and

BE IT FURTHER RESOLVED, the Executive Director is further authorized to solicit proposals, convene a Committee to review all proposals received, and to make a recommendation to the Board for the selection of a firm for Software Component Outsourcing services to the Trust Board for contract approval for a two-year contract with an option for one (1) additional one-year period at the discretion of the Executive Director in consultation with the Chairman.

Adopted Date: October 13, 2016

Motion Made By: Mr. Longo

Motion Seconded By: Mr. Cunningham

Ayes: 6

Nays: 0

Abstentions: 0



Software Component Outsourcing RFP

**Issued by the
New Jersey Environmental Infrastructure Trust**

Date Issued:
_____, 2016

Questions and Answer Cut-Off Date:
5:00PM EST _____, 2016

Proposals Due Date:
12:00 PM (Noon) EST _____, 2016

**In the Office of the Chief Budget Officer
3131 Princeton Pike, Building 4, Suite 216
Lawrenceville, NJ 08648
(609) 219-8600**

**Please Label Proposals with Firm's Name and
"Proposal for Software Component Outsourcing RFP"**

**NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
REQUEST FOR PROPOSAL
FOR SOFTWARE COMPONENT OUTSOURCING RFP**

I. OBJECTIVE

The New Jersey Environmental Infrastructure Trust (NJEIT) will retain the services of a software development firm for the purposes of assisting the NJEIT with the integration of feature enhancements to its internal enterprise application, H₂LOans, which is deployed for use by the NJEIT, NJDEP, and the public. The selected firm must be capable of providing consultancy services on an as-needed basis for the term of the contract.

The following paragraphs describe in more detail the mission of the NJEIT, its activities, the scope of services being requested in this RFP, and the information to be provided by interested firms.

II. BACKGROUND

a. Powers and Structure of the NJEIT

The NJEIT was organized pursuant to N.J.S.A. 58:11B-1 et seq. in August, 1986, as an instrumentality of the State exercising public and essential government functions. The NJEIT exists within, but is independent of, the New Jersey Department of Environmental Protection (DEP) including any supervision or control by the DEP. The NJEIT is a State financing authority empowered to make loans and issue revenue bonds for the construction of environmental infrastructure projects.

b. Purpose

Since 1987, the DEP and the NJEIT have partnered to offer funding through the Environmental Infrastructure Financing Program (Program). The Program provides loans to local government units and public water utilities in New Jersey for the construction and maintenance of sanitary sewer and drinking water related projects, as well as projects having a water quality benefit such as land acquisition, storm-water control, landfill closure, and remediation (Environmental Infrastructure Projects). NJEIT sells issues of bonds on behalf of pools of borrowers reducing underwriting and interest costs inherent in a small issue.

The New Jersey Environmental Infrastructure Trust, in partnership with the NJ Department of Environmental Protection (DEP) has been creating and developing H₂LOans, its enterprise application software, to assist in tracking and managing loan applications for water infrastructure projects within the state of New Jersey. The application also assists with tracking and managing funds. These funds are sourced from a number of different Federal, State and private sources that are, in turn, issued to a number of different recipients. H₂LOans ultimately serves as a tool to assist the financing program in making it more efficient and transparent to better serve the state of New Jersey.

The software development team utilizes the Zend Studio IDE for all software development purposes. The code repository is housed with a cloud provider and the production technology stack is the Zend Server stack. The architecture and infrastructure of H2LOans leverages the resources and infrastructure of AWS (Amazon Web Services) to run. This provides the application with the necessary scalability, redundancy, and resiliency needed to ensure a high quality of service for its end users. H2LOans is hosted with AWS EC2 services. It is configured as a cluster with load balancing and auto-scaling groups. The database server is hosted on the AWS RDS service. User uploaded files are stored within the AWS S3 service. Static files and application libraries are served through AWS CloudFront for fast response and loading.

The objective of the requested work is to develop system features that can integrate with the existing system. Users have often requested features that would assist in helping them complete their work faster or find information more easily. The tasks outlined in the scope of work have been the most commonly requested features from users.

c. Definitions

- API - An application programming interface (API) is a set of subroutine definitions, protocols, and tools for building software and applications. An API may be for a web-based system, operating system, database system, computer hardware, or software library.
- CSV - Comma-separated values (CSV) file stores tabular data (numbers and text) in plain text. Each line of the file is a data record. Each record consists of one or more fields, separated by commas. The use of the comma as a field separator is the source of the name for this file format.
- Dataset - A collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer.
- JSON - JavaScript Object Notation (JSON) is an open-standard format that uses human-readable text to transmit data objects consisting of attribute–value pairs. It is the most common data format used for asynchronous browser/server communication.
- OCR - Optical character recognition (optical character reader, OCR) is the mechanical or electronic conversion of images of typed, handwritten or printed text widely used as a form of data entry from printed paper data records. It is a common method of digitizing printed texts so that they can be electronically edited, searched, and stored more compactly.
- PDF - Portable Document Format (PDF) is a file format used to present documents in a manner independent of application software, hardware, and operating systems. Each PDF file encapsulates a complete description of a fixed-layout flat document, including the text, fonts, graphics, and other information needed to display it.
- Scalable/scalability - The capability of a system, network, or process to handle a growing amount of work, or its potential to be enlarged in order to accommodate that growth. An

example would be the capability of a system to increase its total output under an increased load when resources (typically hardware) are added.

- SQL - Structured Query Language is a special-purpose programming language designed for managing data held in a relational database management system (RDBMS), or for stream processing in a relational data stream management system (RDSMS).
- XML - Extensible Markup Language (XML) is a markup language that defines a set of rules for encoding documents in a format that is both human-readable and machine-readable. The design of XML focuses on documents, however the language is widely used for the representation of arbitrary data structures such as those used in web services.

III. **Scope of Work (SOW)**

1. **Retainer:**

The winning proposer will be expected to provide software component outsourcing consulting services for the Trust's H2LOans system. The retainer will be for a period of two (2) years with a one (1) year option to renew for the provision of software component development services. There is no guarantee on the volume of work awarded, despite the award of this RFP and the execution of the contract. Requests for software component development services will be requested by the Trust on a case-by-case basis.

2. **Immediate Project Objectives:**

The Trust has two identified projects for the retained firm to develop or produce software package(s) that can perform the following functionalities:

- File Export of Dataset from a Web-generated Report
- Optical Character Recognition (OCR) of Uploaded Documents

The functionality will require accessibility by external web applications to run scheduled and manually requested batch jobs. Service Oriented Architecture for the applications is highly recommended and preferred but not required. All source code and documentation must be submitted to the NJEIT and will remain the property of the NJEIT.

The following are details regarding each feature listed above:

i. **File Export of Dataset from a Web-generated Report**

Users consistently manipulate data utilizing Microsoft Excel. Currently, there is no ability to export data from H₂LOans into Excel for users to manipulate the information. This application will take a dataset from within the system and allow users to download the dataset to their personal devices.

Minimum Requirements:

An application that meets the following requirements:

- Export a dataset into the following file formats for users to download
 - Office Open XML (.xlsx) Excel 2007 and newer
 - CSV
 - XML
- Input dataset format:
 - JSON
 - SQL Resultset
- API for integration
- Needs to be scalable
Handle a minimum of 100 requests per second on a cluster of 2 servers with capability to add additional server computing resources to increase processing capability beyond 100 requests per second on 3 or more servers.

ii. **Optical Character Recognition (OCR) of Uploaded Documents**

Program Review staff maintain numerous PDF documents and require the ability to search within the documents. Due to various sources and quality of file uploads, PDF files may not be OCR and searchable. This application will take a PDF document as input and produce an output of an OCR PDF.

Minimum Requirements:

- An application that meets the following requirements:
- Input source PDF (Typically from an Amazon S3 bucket)
- Output of OCR PDF (Typically saved back to the Amazon S3 bucket)
- API for integration
- Needs to be scalable
Capable of OCR a minimum of 20 documents simultaneously cluster of 2 servers with capability to add additional server computing resources to increase processing capability beyond 20 documents simultaneously on 3 or more servers.
- Performance
 - Needs to be 98% accurate at a minimum scanned quality of 300dpi for Latin based characters and symbols

IV. **Evaluation**

a. **Criteria/Procedure**

The NJEIT has appointed a committee to review the proposals submitted in response to this request and make recommendations to the NJEIT Board of Directors. The committee will review all proposals in light of the major evaluation criteria set forth below and in the attached rating sheet (with corresponding weights).

The Firm possesses experience, qualifications and resources to efficiently develop and implement the technical requirements of the SOW in this engagement (2);

The Firm's qualifications and the experience in the software development and integration of the type sought and associated clients and references (3);

Qualifications and experience of the individual team members assigned to develop and implement the software requirements (4);

The firm's presence in New Jersey and proximity to the NJEIT's offices (3);

Presentation, if required. (the two firms having the highest preliminary rankings based on the above criteria, may, in the Trust's discretion, be invited to conduct a presentation of their proposals at the Trust's Offices) (3).

Thereafter the evaluation committee shall provide final rankings at which time the fee proposals shall be opened and price will be negotiated with the highest ranked bidder.

b. Oral Presentation(s) and/or Clarification of Proposal

Representatives of the firms or institutions may be invited to make presentations for the limited purpose of reviewing the previously submitted proposals. The NJEIT may ask firms being interviewed to provide professional references and identify specific personnel from their staff for the purpose of an interview. The decision to conduct interviews or check references of either individual firms, all firms, or no firms is at the sole discretion of the NJEIT.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

c. Submission Requirements

Five printed copies and one electronic copy (CD or DVD) of your proposal should be delivered to John Hansbury, Chief Budget Officer, New Jersey Environmental Infrastructure Trust, 3131 Princeton Pike, Office Building 4, Suite 216, Lawrenceville, NJ 08648.

All questions must be received by 12:00 noon EST ____ 2016. Question received after this date and time will not be considered. Responses to all questions will be posted on the NJEIT's web-site on _____, 2016.

All proposals must be received by 12:00 Noon, __, 2016. Proposals received after this date and time will not receive further consideration. If the Trust is interested in hearing presentations of the proposals from the three highest ranked firms, separate presentations

will take place at a mutually agreeable time commencing _____, 2016 but not later than _____, 2016.

The NJEIT reserves the right; 1) to reject any and all proposals or 2) to waive any informalities or irregularities therein. The award will be made to the firm whose appointment as Software Component Outsourcer is deemed to be in the best interest of the NJEIT and the State.

V. Technical Proposal

Schedule (subject to change as required)

RFP published and distributed	_____, 2016
Deadline for RFP questions	_____, 2016
Response to RFP questions ¹	_____, 2016
Proposals due	_____, 2016
Finalists contacted for interviews	_____, 2016
Interviews w/ two finalists (if needed)	week of _____, 2016
Selection and Board of Directors approval	_____, 2016
Contract begins	_____, 2016

¹ All responses to RFP questions will be posted on the NJEIT's website.

Bidders are encouraged to visit the NJEIT's website at www.njeit.org/procurements for additional information about its mission, loan programs and financial structure. Bidders are also encouraged to frequently check the Request for Proposals section of the NJEIT's web site for any updates and/or additional information pertaining to this RFP.

Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and charts, spreadsheets, and oversize exhibits are permissible. All proposal pages must be numbered. It will be the proposing firm's responsibility to provide all required information, including required attachments. No information beyond that specifically requested is required and proposing firms are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Unless otherwise indicated, a proposal that does not provide all of the information requested below may be rejected.

The proposal should be submitted in one volume and that volume divided into three (3) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Sub-Section 1 – Technical Proposal
- Sub-Section 2 – Required Forms
- Sub-Section 3 – Fee (Submit in Separate Envelope)

Each response to this RFP must include a Technical Proposal as described below.

a. Sub-Section 1 - Technical Proposal

1. Responses - The Technical Proposal shall include responses to all of the information requested in this RFP.
2. Contents – The Technical Proposal shall be organized as follows:

i. Letter of Transmittal

The Technical Proposal must provide the following information for those individuals who will be directly responsible for serving the NJEIT on a day-to-day basis as well as identification of the individual who will lead the consulting effort if selected: names, addresses, telephone and facsimile numbers and email addresses.

- Include the signature of an authorized official of the firm who has been designated to submit the proposal on behalf of their firm. Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of individual or individuals responsible for the preparation of this proposal who may be contacted in the event of questions or notification, and the location of the office, if other than that shown above at which the services to be provided hereunder will be performed.
- A staffing plan listing those persons who will be assigned to the engagement if your firm is selected, including the designation of the person who would be responsible for the engagement. This portion of the proposal should include the relevant resume information for the individuals who would be assigned, including at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the firm. Describe all licenses held and maintained by your firm, its directors, or officers and principals and any of the individuals who will be responsible for providing the services described in this RFP that are required in order to do business in the State or elsewhere.
- Any subcontractors the agency intends to work with to complete this engagement along with a detailed description and a clear explanation of why each subcontractor has been chosen.

ii. Business Information

The Technical Proposal should include the following information regarding the responding firm:

- The firm's experience and presence within the State of New Jersey, including the number of offices, the number of employees and the type of business activity conducted in the State as well as a description of the participation of women and minorities in the firm.
- A description of any material agreements, relationships, retainers or other employment that the firm or any employee of the firm has with any other local government units in the State of New Jersey.

- Identify any existing or potential conflicts of interest, as well as your representation of parties or other relationships that might be considered a conflict of interest, that may affect or involve transactions for the NJEIT.
- A description of any pending, concluded or threatened litigation and/or investigations, administrative proceedings or federal or state investigations or audits, subpoenas or other information requests of or involving the firm, its owners, principals or employees as well as a description of the nature and status of the matter and the resolution, if any.
- A listing of all current public clients, including information on the type of engagement.
- Six references, including at least three clients for whom services have been provided for at least three years. Provide the contact names, positions and phone numbers.

iii. Executive Summary

The Technical Proposal should include a well-organized summary of not more than four (4) pages with the first page dedicated to describing how the firm meets the minimum qualifications of this RFP, and the remaining three pages identifying and substantiating the basis of your contention that you are the best qualified firm to provide the requested services:

- Detailed list of software and technologies planned to use for development.
- Identification of sub-contractors to be utilized for the SOW.
- Resumes of contractor employees and sub-contractors to be utilized for the SOW.
- Summary experience and references in past software development projects with governmental entities.

For the Two Immediate Project Objectives identified in the SOW (Section III (2)):

- Schedule identifying key development milestones and deliverables.
- Person-hour and/or labor category mix, including a chart that shows the person-hours proposed, reflects the tasks, sub-tasks or other work elements required and identifies the labor category by person hours.

iv. Program Management Approach

Each Proposer shall describe their approach to managing all activities required by this RFP and to achieving the program goals and objectives as included within this RFP and the attached documents. This section should include, but not be limited to, the following information:

- Delineation of roles assigned to team members and all sub-consultants
- Organization chart for the proposer's team members and sub-consultants
- Organization chart for key staff, at least down to the task manager level and other key staff as the Proposer may deem important
- Summary of the resources necessary to accomplish the program

- A detailed description of the process that will be used to complete the engagement including the coordination, collaboration and communication with NJEIT/NJDEP staff
3. Other information as the Bidding Contractor may deem relevant

b. Sub-Section 2 - Required Forms

The following submissions are required. For form submissions see *Exhibit A*.

1. Ownership Disclosure Form
2. Disclosure of Investigations/Actions
3. MacBride Principles Certification
4. Disclosure of Investment Activities in Iran
5. Affirmative Action Forms
6. Pursuant to N.J.S.A. 52:32-44, entities providing goods or services to the Trust must be registered with the New Jersey Department of the Treasury, Division of Revenue. Please provide a copy of your firm's business registration certification (or interim registration). If the firm is not already registered with the New Jersey Division of Revenue, the form should be completed, online, at the Division of Revenue website:
www.state.nj.us/treasury/revenue/index.html
7. State agencies and independent authorities, such as the Trust, are limited in their ability to enter into contracts with business entities that have made certain political contributions.
 - (i) If your firm has not previously submitted the certification and disclosure form(s) pursuant to P.L. 2005, c. 51/Executive Order No. 117, they must be completed. (see, P.L. 2005, c. 51, enacted March 22, 2005, which codified Executive Order No. 134 (McGreevey 2004), as amended by Executive Order No. 117 (Corzine 2008), ("P.L. 2005, c. 51/Executive Order No. 117"))
 - (ii) If your firm has previously submitted the certification and disclosure form(s) pursuant to P.L. 2005, c. 51/Executive Order No. 117 you are required only to submit the P.L. 2005, c. 51/Executive Order No. 117 "Certification of No Change."
8. Firms are also advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the firm receives contracts with public entities in excess of \$50,000 or more in the aggregate from public entities, such as the Trust, in a calendar year. It is the firm's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elect.state.nj.us.
9. In compliance with Executive Order No. 129 (McGreevey 2004) and P.L. 2005, c. 92, all service performed pursuant to this RFQ shall be performed within the United States.
10. Proposing Firm's Emergency Preparedness Response Plans – To support continuity of operations during an emergency, including a pandemic, NJEIT needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to NJEIT have

planned for such an emergency and put contingencies in place to provide needed goods and services.

- (i) Describe how you anticipate such a crisis will impact your operations.
- (ii) Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees).
 - Identify essential business functions and key employees (within your organization) necessary to carry them out.
 - Contingency plans for:
 - a. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - b. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - c. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - d. How and when your emergency plan will be tested, and if the plan will be tested/audited by a third-party.

c. Sub-Section 3 - Fee (to be submitted in separate envelope)

Proposer must submit a detailed rate schedule (hourly rates to be charged for each category of professional staff) to perform the specific project objectives outlined in the SOW in the RFP and the basis for assessing and calculating the various costs/fees for the retainer services. Include an hourly rate schedule and applicable administrative fees, if any. Submit a rate schedule for two years of service. Also, submit a separate rate schedule for the optional third year of services. Transportation/travel expenses are not to be billed separately. Please be advised that cost will not be the sole determining factor.

VI. Contract Terms

a. Period of Services

The contract agreement shall be for the period commencing on or about ____, 2016 and shall continue until ____, 2018. The Trust reserves the right to extend the term of the contract for one additional year, until ____, 2019, at the option of the Trust Board of Directors.

Standard Terms and Conditions

The attached Standard Contract Terms and Conditions (*Exhibit B*) are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder

proposes changes or modifications or takes exception to any of NJEIT's terms and conditions, modification or exception in NJEIT's terms and conditions by a bidder will be a factor in the determination of an award of the contract.

All of NJEIT's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the RFP, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with NJEIT's, NJEIT's terms and conditions will prevail, unless the bidder is notified in writing of NJEIT's acceptance of the bidder's terms and conditions.

Appointment of the consultant by the NJEIT is contingent upon the execution of an Agreement for Services.

Attachments

Exhibit A – Required Forms

- i. Ownership Disclosure Form
- ii. Disclosure of Investigations/Actions
- iii. MacBride Principles Certification
- iv. Disclosure of Investment Activities in Iran
- v. Affirmative Action Forms
- vi. NJ business registration certification (or interim registration) (N.J.S.A. 52:32-44)
- vii. Political contributions (Pay-to-Play); E.O. No. 117
- viii. Political Contributions Form for ELEC (N.J.S.A. 19:44A-20.13)
- ix. Certification of U.S. based work (E.O. No. 129 McGreevey)
- a. Emergency Preparedness Statement

Exhibit B – Form of Contract for Software Development and Integration Services

Exhibit C – Software Development and Integration Services Rating Sheet

Dated: _____, 2016

SUMMARY OF ANNOUNCEMENTS:

Executive Director Zimmer summarized the substantive events and correspondence issued since the last Trust Board meeting.

- On **September 30, 2016**, Assistant Director Scangarella presented to the Commerce & Industry Association of NJ at Montclair State University. The conference focused on redevelopment projects;
- On **September 29 and 30, 2016**, Chief Budget Officer, John Hansbury exhibited at the annual UTCA conference in Atlantic City, NJ;
- On **September 20, 2016**, Executive Director Zimmer presented at the Lower Raritan Watershed Partnership (LRWP) Stakeholder Meeting in Edison, NJ with a focus on Green Infrastructure, co-sponsored by the Partnership, Jersey Water Works, and CDM Smith;
- On **September 19, 2016**, Executive Director Zimmer presented at the Moody's International Green Bond Conference in New York City;
- Trust senior staff participated in the following client project pre-planning meetings or conference calls to discuss program funding issues:
 - NJAWCo – Potential EIFP funding for Howell-Lakewood transmission line
 - Roosevelt Borough – NJEIT Funding for wastewater facility upgrades and modifications
 - Perth Amboy City – Green Infrastructure project financing
- The Trust staff is continuing their education by participating in Excel course, offered at no cost through the Mercer Institute of Management & Technology Training at MCCC sponsored by NJBIA, Skills4Jersey, Opportunity4Jersey and Ready to Work;
- Executive Director Zimmer continues to serve as Co-chair of the Jersey Water Works Finance Committee and co-hosts quarterly meetings;
- Assistant Director Scangarella and Compliance Officer, Judy Karp continue to meet with DEP SRF staff to discuss the proposed FFY2017 Intended Use Plans;
- Assistant Director Scangarella and the Trust's I.T. staff continue to meet with the DEP technology and process staffs to further the development of the Financing Program's H₂LOans computer system;
- Trust senior staff continue to meet with consultants from CohnReznick to discuss testing of the Trust's Policies and Procedures; and
- The next Board meeting is scheduled for **November 10, 2016** at 10:00 a.m. at the Trust's offices.

SUMMARY OF CORRESPONDENCE:

During the past month, the Trust received or sent the following noteworthy correspondence. Pursuant to the Trust's Green Initiative, the agenda package does not include copies of the following correspondence. Board members should contact the Trust Secretary if they wish to receive hard copies.

- 5.02 Certificates were sent to the following Program borrowers:

2012A	Linwood City	S340 217-02
2015A	Egg Harbor Twp	S340 753-04
2007A	Trenton City	W1111001-004-1
2013A	Hammonton Town	W0113001-005
- On **October 7, 2016**, letters were sent to the offices of the Governor and Treasurer requesting approval of the NJEIT Environmental Infrastructure Bond Resolutions for Bond Series 2016A-2, Bond Series 2016A-R3 and Bond Series 2016A-R4.
- On **October 4, 2016**, a CD containing the 2014A closing documents were sent to 26 borrowers.

A copy of the announcements is available on the Trust's webpage (<https://www.njeit.org>) under the recent Board meeting documents section, the announcements will be at the end of the Minutes for each meeting.